

APPROVED

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(Electronically signed)

Warsaw, 5 października 2022 r.

Terms of Reference (“ToR”)

Specyfikacja Warunków Zamówienia (“SWZ”)

Purchase of catering services for promotional meetings in Brussels

Procedure N° 26/22/TPBN

Procedure for the award of the Order: basic, without negotiation

**The Ordering Party expects the Contractor to carefully read the content of this ToR.
The Contractor shall be solely responsible for consequences of not providing all
the required information and documents and/or for submitting an offer inconsistent
with the requirements of the Ordering Party.**

Priority shall be given to the provisions of documents drawn up in Polish.

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I Name and address of the Ordering Party and identification of persons authorized to communicate with the Contractor

1. The Ordering Party: **NCBR**, ul. Chmielna 69, 00-801 Warszawa (Poland), tel.: 22 39 07 334, e-mail: przetargi@ncbr.gov.pl
Procurement website: <https://platformazakupowa.pl/pn/ncbr>
2. Persons authorized to communicate with the Contractor
The Ordering Party appoints the following person to contact the Contractor:
Mr. Bartosz Tulibacki, e-mail: <https://platformazakupowa.pl/pn/ncbr>

II Website for the communication of changes and explanations to the ToR and other related documents

Changes and clarifications to the ToR and other documents directly related to the procurement procedure will be published on the website: <https://platformazakupowa.pl/pn/ncbr>.

III Procedure for the award of the Order

1. The public procurement procedure is conducted in its basic form pursuant to **art. 275(1)** of the Public Procurement Law of 11/09/2019. (*Journal of Laws* 2022, item 1017, as amended). The Subject Matter of the Order are social services listed in Enclosure XIV to Directive 2014/24/EU, the value of which is specified art. 359(2) of the Public Procurement Law.
2. The estimated value of the Order does not exceed the EU's thresholds referred to in art. 3 of the Public Procurement Law.
3. The provisions of the Public Procurement Law shall apply to the extent not regulated by the ToR.

IV Information whether the ordering party provides for “the selection of the best offer with an option for negotiations”

The Ordering Party does not provide for “the selection of the best offer with an option for negotiations”.

V Description of the Subject Matter of the Order

1. The Subject Matter of the Order consists of catering services to be provided for NCBR in the building located at 40 Rue Belliard St. in 1040 Brussels or in another location in Belgium.
The Subject Matter of the Order includes the following types of services:
 - I) catering services during the organization of large meetings (e.g. conferences) by the NCBR's Office in Brussels for up to 200 persons;
 - II) catering services during the organization of medium meetings by the NCBR's Office in Brussels for up to 60 persons;

- III) catering services during the organization of small meetings by the NCBR's Office in Brussels for up to 25 persons;
- IV) catering services during all-day study visits or other all-day / multi-day meetings or events hosted by the NCBR's Office in Brussels for up to 60 persons.
2. The Detailed Description of the Subject Matter of the Order is provided in Enclosure 1 to the ToR and forms an integral part thereof.
3. The Ordering Party will not accept partial offers. The Order has not been divided into parts due to technical, teleological and economic aspects. The Ordering Party, after analyzing the scope and size of the Order, decided that the Subject Matter of the Order is a complete package and it is advisable for it to be delivered by one Contractor due to closely interrelated tasks. Therefore, splitting the Order into parts would be unreasonable.
4. The Ordering Party will not accept scenario-based offers or offers in the form of electronic catalogs.
5. The Ordering Party does not provide for the award of orders / contracts referred to in art. 214(1)(7)-(8) in conjunction with art. 305(1) of the Public Procurement Law. The Ordering Party provides for the application of the "right of option" referred to in art. 441(1) of the Public Procurement Law during the delivery of the Order.
6. The Ordering Party does not require the Contractor to deliver the major part of the Order on its own.
7. The Order item names and codes according to the Common Procurement Vocabulary are as follows:
 - 55520000-1: Catering services
 - 55300000-3: Restaurant and food-serving services
 - 55511000-5: Canteen and catering services (for a limited group of customers)

VI Order delivery term

24 months from the date of the conclusion of the contract or until the Ordering Party's contract budget is exhausted, with a possibility of extending the contract for another 18 months.

The Ordering Party, under the Agreement, has the right to use the Option Right to extend the term of the Agreement by a maximum of 18 months to a total of 42 months from the date of conclusion of the Agreement.

VII Evidence

The Ordering Party does not require the submission of any evidence (literally: "*subject means of evidence*").

VIII Conditions of participation in the procedure

1. The Order may be granted to the Contractor, provided that it is not excluded under Chapter XVI of the Specification and meets the requirements specified by the Ordering Party.
2. The Order may be granted to the Contractor, provided that it meets the requirements concerning the following:
 - 1) **The ability to conclude commercial transactions**

The Ordering Party does not have this requirement.

2) **The right to conduct a specific business or professional activity, if required under separate regulations**

The Ordering Party does not have this requirement.

3) **An adequate economic or financial standing**

The Ordering Party does not have this requirement.

4) **The technical or professional capacity**

The technical aspect of the requirement shall be deemed met if the Contractor demonstrates that it has duly performed at least 2 (two) service contracts involving catering services, each with a gross value of at least EUR 12,000.00 (twelve thousand), in the last 3 (three) years before the offer submission deadline (or within a shorter period of the conduct of the Contractor's business).

IMPORTANT: If the value of the service contract is denominated in a currency other than EUR, the Ordering Party will convert it to EUR using the mean exchange rate of the National Bank of Poland applicable on the day of announcement of the Order in the Public Procurement Bulletin. In default of this exchange rate, the Ordering Party will use the last available rate.

For syndicated offers, this requirement must be met by at least 1 Contractor.

3. Reliance on third-party resources

- 1) In order to prove compliance with the conditions for participation in the procedure, the Contractor may, rely on technical, professional, financial or economic resources of another person (irrespective of the legal relationship the two) –where appropriate, in relation to the whole or a part of the Order.
- 2) If the Contractor provides for such reliance, its offer (or application for admission to the procedure) must come with an undertaking of this person to provide resources necessary for the delivery of the Order or with other evidence that the Contractor will have these resources. The undertaking must be submitted in the electronic form, as the original document or as its copy, signed by the supplier of the resources.
- 3) The Ordering Party will assess the technical, professional, financial and economic capacity to be provided to the Contractor by the resource supplier for compliance with the conditions for participation in the procedure referred to in art. 112(2)(3)-(4) of the Public Procurement Law. The Ordering Party will also make sure that there are no grounds for exclusion of this resource supplier (identical as those applicable to the Contractor).
- 4) Regarding education, professional qualifications or experience, the Contractor may rely on resource suppliers who provide services requiring the relevant skills and knowledge.
- 5) The resource supplier shall be jointly and severally liable with the Contractor for damage suffered by the Ordering Party, if any, as a result of unavailability of the resources, unless the resource supplier is not responsible for the unavailability.
- 6) If the technical, professional, financial or economic capacity of the resource supplier is insufficient to demonstrate the Contractor's compliance with the participation conditions, or if the supplier qualifies for exclusion, the Ordering Party may demand the Contractor either to replace the supplier or to demonstrate that the Contractor alone meets the conditions, within the time limit set by the Ordering Party.
- 8) If the Contractor did not rely on a resource supplier while submitting the offer (or application for admittance to the procedure), the Contractor may not declare such reliance after the deadline for the submission.

4. Syndicated offers

- 1) The Order may be competed for by more than one Contractor (i.e. a “consortium” of Contractors may place a “syndicated” offer).
 - 2) The syndicated Contractors shall appoint a consortium leader to represent them in the procurement procedure and, if applicable, in the conclusion the contract. The syndicated offer should come with a power of attorney for the agent.
 - 3) The Ordering Party may not require the consortium to have a specific legal form for the submission of the offer (or application)
 - 4) While dealing with a consortium, the Ordering Party may impose other requirements than those applicable to individual Contractors, if it is justified by the nature of the Order and reasonable from the point of view of its Subject Matter.
 - 5) The rules applicable to individual Contractors shall apply *mutatis mutandis* to syndicated Contractors.
 - 6) If a syndicated offer is selected, the Ordering Party may request the consortium to deliver a copy of their consortium agreement before concluding the contract.
5. Statements and documents required from the Contractor as a proof of eligibility and non-exclusion
- 1) The offer must come with the following documents:
 - 1.1 A statement of non-exclusion under Enclosure 3 to the ToR, valid on the offer submission date. This statement is the initial proof of non-exclusion.
 - 1.2 A statement on the meeting of the conditions for participation in the procedure, described in Enclosure 3a to the ToR, valid on the offer submission date.
 - 2) If the Contractor relies on an external resource supplier, it is required to submit non-exclusion and eligibility statements for the supplier, to the extent that the Contractor relies on the supplier, together with the statements listed in point 1) above.
 - 3) For a syndicated offer, the statements listed in point 1) above are required from each member of the consortium. These statements confirm the absence of grounds for exclusion and the fulfillment of the conditions for participation in the proceedings to the extent that each of the Contractors demonstrates compliance with the conditions for participation in the proceedings.
 - 4) The non-exclusion and eligibility statements listed in point 1) on the offer or application submission date are deemed an interim proof of compliance.
 - 5) Pursuant to art. 274(1) of the Public Procurement Law, the Ordering Party is required to request the winning Contractor to submit final evidence (literally: “*subject means of evidence*”) of compliance within a specified period (not shorter than 5 days) from the date of the request, valid on the submission date – if the need to deliver this evidence was communicated in the announcement or the documentation of the Order.
 - 6) The evidence required of the Contractor include the following:
 - a) An excerpt of registration with, or information from, the National Court Registry (KRS) or the Central Register and Database on Economic Activity (CEIDG), as required under art. 109(1)(4) of the Public Procurement Law, issued not earlier than 3 months before the submission – where separate provisions require such registration.
 - b) A list of service contracts performed within the last 3 (three) years (or within a shorter period of the conduct of the Contractor’s business, including contracts underway in the case of recurring or continuous services). The list should contain information about places, periods and values of the services. Further, the list should come with evidence of proper performance (references from previous and/or current clients). Where the Contractor is unable to obtain such references for objective reasons, a declaration from the Contractor may be recognized as sufficient. References for ongoing recurring or continuous services should be issued within the last 3 (three)

months before the submission deadline). Enclosure 7 to the ToR may be used as a reference form (to be signed with a qualified electronic signature, trusted profile or personal signature).

- 7) In the course of the examination and evaluation of offers, the Ordering Party may ask Contractors to provide explanations for their offers and other documents. Contractors are obliged to provide explanations within the time limit set by the Ordering Party.
- 8) The Ordering Party will assess the fulfillment of the conditions required of the Contractors according to the "Pass" / "Fail" formula, based on their offers and statements.
- 9) Failure to meet the requirement of section 2.4 of the ToR will result in the rejection of the Contractor's offer.

IX Proposed provisions of the contract

The proposed provisions of the public procurement contract to be concluded with the selected Contractor are set out in Enclosure 4 to the ToR.

Before concluding the contract, the Contractor shall complete and provide the Ordering Party with the Personal Data Processor Verification Chart attached as Enclosure 8 to the ToR.

X Means of e-communication between the Ordering Party and the Contractor and technical and organizational requirements for preparing, sending and receiving e-communications

1. The Ordering Party will communicate with the Contractor via the purchasing platform: <https://platformazakupowa.pl/pn/ncbr>.
2. In emergency situations (e.g. web platform failure), the Ordering Party may communicate with the Contractor by e-mail.
3. Any doubts regarding the use of the purchasing platform can be clarified with the Customer Support Center of the supplier of the purchasing platform: cwk@opennexus.com, tel. +48 22 1010202.
4. Originals or copies of the electronic documents referred to in the ToR may be submitted by the Contractor only via the purchasing platform: <https://platformazakupowa.pl/pn/ncbr>.
5. The date of sending a statement, request, notice or other piece of information via the purchasing platform – by clicking the "Send message" button, which should be acknowledged by an on-screen message – shall be deemed the date of delivery (and receipt) of the content involved.
6. The Ordering Party does not provide for a method of communicating with the Contractor in any way other than by means of e-communication described in the ToR.
7. The Ordering Party shall not be liable for the Contractor's failure to receive information related to the procedure due to the Contractor's fault (e.g. providing a wrong e-mail address).
8. The Contractor may request the Ordering Party, via the means of e-communication, to clarify the content of the ToR. The Ordering Party shall respond without delay, no later than 2 days before the offer submission deadline, provided that the Ordering Party receives the request no later than 4 days before the deadline.
9. The extension of the time limit for the submission offers shall not affect the time limit for the submission of requests for clarification. If a request for clarification is received after the expiry

of the time limit or concerns the explanations provided, the Ordering Party may provide explanations or leave the request without consideration.

10. Explanations and changes to the ToR and all information regarding the procedure in question will be published only on the purchasing platform: <https://platformazakupowa.pl/pn/ncbr>. The Ordering Party recommends following the platform in order to obtain up-to-date information on the procedure. The contents of questions (without revealing their sources) and explanations or information about the modification of the ToR shall be communicated by the Ordering Party via the purchasing platform.
11. The Ordering Party may change the ToR before the offer submission deadline in justified cases, in accordance with art. 137(1) of the Public Procurement Law. Each such change shall be communicated by the Ordering Party on the purchasing platform.
12. Any change to the ToR introduced by the Ordering Party shall become part of the ToR. In the event of a discrepancy between the content of the ToR and the content of the explanations and changes, the latest revision should be taken as binding.
13. The Ordering Party may extend the deadline for submitting offers if, as a result of modification of the ToR, additional time is necessary to modify the offers.
14. By joining the public procurement procedure, the Contractor accepts the terms of use of the purchasing platform, specified in the Policy posted on the "Policy" ("Regulamin") tab of the <https://platformazakupowa.pl/strona/1-regulamin> website.

XI Requirements for the security deposit

The Ordering Party does not require a deposit.

XII Offer validity

1. The Contractor shall be bound by its offer for 30 (thirty) calendar days from the date of the expiry of the time limit for the submission of offers, i.e. until **12/11/2022**.
2. If the best offer is not selected before the expiry of the offer validity period set in the ToR, the Ordering Party shall, before the expiry of the validity period, request once the Contractors to agree to extend this period for a period requested by the Ordering Party, not longer than 30 days.
3. The extension of the offer validity period shall require the Contractor to submit a written* statement of consent to the extension.

* Expressed by means of words, digits or other characters that can be read and reproduced

XIII Description of how to prepare the offer

1. The offer must be delivered as a PDF, DOC(X), RTF, XPS or ODT document containing a qualified electronic signature or a trusted or personal signature.
2. The Contractor shall submit its offer together with attachments via the purchasing platform: <https://platformazakupowa.pl/pn/ncbr>.
3. After completing the offer form and uploading all the required attachments, click on the "Go to Summary" button.

4. The date of sending the offer and, in the second step, uploading the XML package via the purchasing platform – by clicking the “Submit offer” button, which should be acknowledged by an on-screen message – shall be deemed the date of submission.
5. The use of the purchasing platform by the Contractor is free of charge.
6. The content of the offer must correspond to the content of the ToR.
7. The offer should be submitted by persons authorized to make declarations of will and incur obligations on behalf of the Contractor.
8. If the offer and related documents is submitted by one or more persons not named in the Contractor’s registration document, the offer must be accompanied by a power of attorney bearing a qualified electronic signature or a trusted or personal signature.
9. The Contractor shall be responsible for all costs related to the preparation and submission of the offer, including costs incurred for the acquisition of the qualified electronic signature.
10. The method of drawing up originals and copies of electronic document must comply with the Regulation of the Prime Minister of 30/12/2020 on the method of preparing and transmitting information and technical requirements for electronic documents and electronic means of communication in public procurement or competition procedures and with the Regulation of the Minister of Development, Labor and Technology of 23/12/2020 on “subject means of evidence” and other documents or statements that the Ordering Party may request from the Contractor.
11. All information constituting a trade secret within the meaning of the Act of 16/04/1993 on Combating Unfair Competition (*Journal of Laws* 2020, item 1913, as amended), which the Contractor classifies as a trade secret, should be submitted in a separate file flagged as an “Attachment constituting a trade secret”, compressed into one archive (ZIP) file together with unclassified files. In order to use this classification option, the Contractor is required to demonstrate the fulfillment of the conditions set out in art. 11(2) of the Act on Combating Unfair Competition. However, it is recommended that the justification for classifying information as a trade secret should be formulated in such a way that the information can be shared. An unjustified classification of information by the Contractor will be treated by the Ordering Party as ineffective due to the Contractor’s failure to take necessary measures to maintain confidentiality of the information covered by the clause in accordance with the provisions of art. 18(3) of the Public Procurement Law.

The Ordering Party shall not disclose information constituting a trade secret within the meaning of the provisions of the Act on Combating Unfair Competition if the Contractor, no later than within the offer submission deadline, has stipulated that the information may not be shared and has demonstrated that the proprietary information is a trade secret. It is recommended that the justification referred to above is formulated in such a way that it can be made available to other participants in the proceedings.

Note: While classifying information contained in the offer, the Contractor should bear in mind that its proprietary information is a trade secret if it meets the following criteria specified in art. 11(2) of the Act on Combating Unfair Competition:

- the information is of an enterprise-specific technical, technological or organizational nature or has an economic value; and
- the information, as a whole or in a particular context and set of elements, is not generally known to persons normally dealing with this type of information, or is not readily accessible to such persons;
- provided that the information user or administrator has taken, with due diligence, measures to keep it confidential.

With reference to arbitration and judicial case-law, it should be assumed that the sphere of secrecy may cover only such information that is known only to individual persons or to a specific group of persons. This area must not extend on information which is generally known or of which any interested party can legally become aware.

12. The Ordering Party recommends that proprietary information classified as a trade secret is submitted by the Contractor in a separate file marked as a trade secret. The lack of a clear indication of which information constitutes a trade secret will mean that all statements and certificates submitted in the course of the procedure will be public, without reservation.
13. Where, in the course of the procedure, the Contractor receives a request from the Ordering Party to provide explanations or supplement statements or documents, and the same constitute a trade secret within the meaning of the Act on Combating Unfair Competition, the Contractor shall have the right to classify them as a trade secret. The Ordering Party shall consider this reservation to be effective only if the Contractor, in addition to the classification, demonstrates that the information in question constitutes a trade secret within the meaning of the Act on Combating Unfair Competition.
14. In particular, the Contractor may not classify the following information provided in its offer:
 - a) information submitted after the opening of the offers, referred to in art. 222(5) of the Public Procurement Law,
 - b) information which is public under separate regulations,
 - c) unit prices on which the offer price is based.
15. The Contractor shall be responsible for all adverse consequences of failing to comply with the above requirements.
16. To prepare the offer, it is recommended to use the Offer Form attached as Enclosure 2 to the ToR. If the Contractor prefers not to use this Order Form, its order should contain all the required information anyway.
17. If the Contractor intends to entrust the delivery of a part of the Order to a subcontractor, it is required to identify this part and the subcontractor (if known) in the offer.
18. The e-offer must come with the following documents and statements, each duly signed in accordance with point 7 above:
 - a) The completed offer or the Offer Form (consistent with Enclosure 2 to the ToR). The Contractor may use its own forms but the content must be consistent with the forms attached to the ToR.
 - b) The statement of non-exclusion (Enclosure 3 to the ToR) signed with a qualified electronic signature or a trusted or personal signature. In the case of a syndicated offer, this statement shall be submitted by each of the consortium members.
 - c) The statement on meeting the conditions for participation in the procedure (Enclosure 3a to the ToR) signed with a qualified electronic signature or a trusted or personal signature.
 - d) The list of services for the evaluation of the "Experience" criterion (Enclosure 8 to the ToR).
 - e) The power of attorney authorizing the submission of the offer by the representative of the consortium (signed as described in point 9), if the right to sign cannot be inferred directly from other attached documents.
 - f) The undertaking of the third-party resource supplier, if applicable (signed as described in point 9, with a qualified electronic signature or a trusted or personal signature each person representing the resource supplier).
 - g) The statement referred to in art. 117(4) of the Public Procurement Law, required for syndicated offers, signed with a qualified electronic signature or a trusted or personal

- signature by each of the consortium members or by the authorized consortium leader (Enclosure 6 to the ToR).
- h) The justification for the classification of proprietary information as a trade secret within the meaning of art 11(4) of the Act on Combating Unfair Competition (if applicable).
 - i) An excerpt of registration with, or information from, the National Court Registry (KRS), the Central Register and Database on Economic Activity (CEIDG) or other competent registration body – submitted to prove that the person acting on behalf of the Contractor, the consortium of Contractors or the third-party resource supplier is duly authorized to represent it. However, this excerpt or information is not required where the Ordering Party can find it free of charge in public sources specified by the Contractor. If the Contractor is represented by a person whose authorization cannot be inferred from the foregoing documents, the Contractor is required to submit a power of attorney or other proof of the person's authorization to represent the Contractor, the consortium or the third-party resource supplier;
19. It is recommended to prepare the offer and the statements on the forms enclosed to the ToR.
 20. The statements and documents listed in points 19(a)-(g) must be submitted as original documents.
 21. The power of attorney authorizing the submission of the offer must be the original document delivered in the same form as the offer or in the form of an electronic copy (scan) of the power of attorney drawn up earlier in writing, in the form of an electronic certificate drawn up pursuant to art. 97(2) of the Act of 14/02/1991 on the Institution of Notary Public, certified by a notary public with a qualified electronic signature. The Ordering Party also allows an electronic copy (scan) of the power of attorney previously drawn up in writing, bearing a qualified electronic signature or a trusted or personal signature of the principal. The electronic copy of the power of attorney cannot be authenticated by the authorized person.
 22. Pursuant to art. 58(2) of the Public Procurement Law, the consortium of Contractors is required to appoint a consortium leader. The leader's power of attorney should explicitly authorize the leader to represent the consortium in the procedure for the award of a public contract and, if applicable, conclude the contract on behalf of the consortium. The power of attorney should be signed by all persons officially authorized to represent the consortium members with qualified electronic signatures or trusted or personal signatures. The partners in the civil law partnership or members of the consortium may submit an instrument establishing their special purpose vehicle.
 23. If the Contractor fails to submit the foregoing evidence or if the evidence in is incomplete, the Ordering Party shall call for submission or supplementation of the evidence within a prescribed period.
 24. The provision of point 23 shall not apply if *the subject means of evidence serves to confirm compliance with the characteristics or criteria set out in the description of the criteria for the evaluation of offers or, despite the submission of the subject means of evidence, the offer is subject to rejection or there are grounds for invalidating the procedure.*
 25. Subject to art. 223(2)(3) of the Public Procurement Law, an offer the content of which does not comply with the terms of the Order, shall be rejected pursuant to art. 226(1)(5) of the Public Procurement Law. Any ambiguities and objections regarding the content of the ToR should therefore be clarified with the Ordering Party before the offer submission deadline, in accordance with the procedure provided for in Chapter X of the ToR.

XIV Offer submission method and deadline

1. The offer with the attachments should be submitted via the purchasing platform (<https://platformazakupowa.pl/pn/ncbr>) until **14/10/2022, 10:00 AM**.
2. Instructions for submitting the offer can be found on the purchasing platform website: <https://platformazakupowa.pl/strona/45-instrukcje>.
3. The Contractor may submit only one offer.
4. Documents drawn up in a foreign language must be accompanied by translations into the Polish language.
5. The Ordering Party shall reject each offer submitted after the submission deadline.
6. The Contractor may withdraw its offer before the submission deadline. The procedure for withdrawing offers is described in the User's Guide available at <https://platformazakupowa.pl/strona/45-instrukcje>.
7. The Contractor may not withdraw its offer after the expiry of the submission deadline.

XV Offer opening date

1. The offers will be opened on **14/10/2022 at 11:00 AM**.
2. The opening of the offers shall be secret. The Ordering Party does not envisage conducting an open session of offer opening with participation of Contractors, or streaming the opening session online.
3. The Ordering Party shall disclose its contract budget on the website before the opening of the offers.
4. The Ordering Party shall publish the following information on the website immediately after the opening of the offers:
 - a) the names and registered offices or places of business or residence of the Contractors whose offers have been opened;
 - b) the prices or costs specified in the offers.
5. In the event of a failure of the online platform, resulting in the inability to open the offers on time, the offers will be opened immediately after the failure has been corrected.
6. The Ordering Party shall announce the change of the opening time offers on the website.
7. While examining and evaluating the offers, the Ordering Party may request explanations from the Contractors regarding their content.
8. Offers which are not rejected shall be evaluated in accordance with the evaluation criterion set out in Chapter XIX of the ToR.
9. The Ordering Party shall award the contract to the Contractor whose offer meets all the requirements set out in the Public Procurement Law and in the ToR, and which scores the best in accordance with the evaluation criterion

XVI Grounds for exclusion

1. Pursuant to art. 108(1) of the Public Procurement Law, the Contractor who meets any of the following criteria must be excluded from the procedure:

- 1) The Contractor is a natural person convicted for an offence:
 - a) participation in an organized criminal group or association aimed at committing a crime or fiscal offense referred to in art. 258 of the Criminal Code;
 - b) human trafficking referred to in art. 189a of the Criminal Code;
 - c) referred to in art. 228-230a or 250a of the Criminal Code, art. 46-48 of the Act of 25/06/2010 on Sports (*Journal of Laws* 2020, item 1133; 2021, item 2054), or art. 54(1)-(4) of the Act of 12/05/2011 on the Refunds for Medicines, Foodstuffs for Special Nutritional Uses and Medical Devices (*Journal of Laws* 2021, items 523, 1292, 1559 and 2054);
 - d) the financing of a terrorist act referred to in art. 165a of the Criminal Code, the thwarting or hindering the investigation into the criminal origin of money or concealing its origin referred to in art. 299 of the Criminal Code,
 - e) an act of a terrorist nature referred to in art. 115(20) of the Criminal Code, or aimed at committing such act,
 - f) the entrustment of work to a minor foreigner referred to in art. 9(2) of the Act of 15/06/2012 on the Effects of the Unlawful Entrustment of Work to Foreigners Staying in Poland (*Journal of Laws*, item 769),
 - g) an offense against economic turnover referred to in art. 296-307 of the Criminal Code, fraud referred to in art. 286 of the Criminal Code, crime against the credibility of documents referred to in art. 270-277d of the Criminal Code, or a fiscal offense,
 - h) an offence referred to in art. 9(1) and 9(3) or art. 10 of the Act of 15/06/2012 on the Effects of the Unlawful Entrustment of Work to Foreigners Staying in Poland or a relevant criminal act defined in the provisions of a foreign law.
 - 2) An incumbent member of the Contractor's managerial or supervisory body, a partner in an ordinary or professional partnership, a general partner in a limited partnership or a limited joint-stock partnership, or a proxy, has been convicted for any of the offenses listed in point 1.
 - 3) A court or an administrative body has finally decided that the Contractor is in arrears with the payment of taxes or social or health insurance contributions, unless the Contractor has paid these debts plus interest and/or fines before the application or offer submission deadline, or has concluded a binding agreement on the payment of these debts.
 - 4) The Contractor has been lawfully banned from applying for public contracts.
 - 5) The Ordering Party may conclude on the basis of reliable premises that the Contractor has concluded an agreement with other Contractors aimed at distorting competition, in particular the Contractors belonging to the same capital group within the meaning of the Act of 16/02/2007 on Competition and Consumer Protection, have submitted separate offers, partial offers or application for the admittance to the procedure, unless they demonstrate that they have prepared their applications or offers independently of each other.
 - 6) In any of the cases referred to in art. 85(1) of the Public Procurement Law there has been a distortion of competition resulting from the previous involvement of the Contractor, or an entity that belongs to the same capital group with the Contractor within the meaning of the Act of 16/02/2007 on the Protection of Competition and Consumers, unless the distortion can be eliminated otherwise than by excluding the Contractor from participation in the procurement procedure.
2. The Ordering Party must exclude from the procedure the Contractor is affected by art. 7(1) of the Act of 13/04/2022 on Special Measures for Counteracting Support for Aggression Against Ukraine and for Protection of National Security (*Journal of Laws* of 15/04/2022, item 835) as follows:

- 1) The Contractor is listed in Regulation 765/2006 and in Regulation 269/2014 or added to the list based on a decision on the application of a measure defined in art. 1(3) of the Act on Special Measures for Counteracting Support for Aggression Against Ukraine and for Protection of National Security.
- 2) The Contractor whose beneficial owner, within the meaning of the Act of 01/03/2018 on Counteracting the Laundering of Money and the Financing of Terrorism (*Journal of Laws* of 2022, items 593 and 655), is a person listed in Regulation 765/2006 and in Regulation 269/2014 or added to the list, or being such a beneficial owner as of 24/02/2022, provided that the listing is based on a decision on the application of a measure defined in art. 1(3) of the Act on Special Measures for Counteracting Support for Aggression Against Ukraine and for Protection of National Security.
- 3) The Contractor whose parent company within the meaning of art. 3(1)(37) of the Accounting Law of 29/09/1994 (*Journal of Laws* of 2021, items 217, 2105 and 2106) is listed in Regulation 765/2006 and in Regulation 269/2014 or added to the list, or being such a parent company as of 24/02/2022, provided that the listing is based on a decision on the application of a measure defined in art. 1(3) of the Act on Special Measures for Counteracting Support for Aggression Against Ukraine and for Protection of National Security.
3. The Contractor shall be excluded, if applicable, pursuant to art. 111 of the Public Procurement Law, with the proviso that in the circumstances described in par. 2, the Contractor shall be excluded for the duration of the circumstances described in art. 7(1) of the Act of 13/04/2022 on Special Measures for Counteracting Support for Aggression Against Ukraine and for Protection of National Security.
4. A subcontractor or resource supplier may be excluded under art. 119 of the Public Procurement Law.
5. Where the Contractor who claims compliance with the conditions relies on a third-party resource supplier, the supplier must not be affected by art. 108(1)(1)-(4),(6).

XVII Price calculation

1. The offer price shall be understood as defined in art. 3(1)(1) and in art. 3(2) of the Act of 09/05/2014 on the Communication of Prices for Goods and Services (*Journal of Laws* 2014, item 915).
2. The Contractor shall specify the net price (net of VAT), the gross price (including VAT), and the VAT rate in the Offer Form (Enclosure 2 to the ToR).
3. The price must be denominated in euro (EUR): euros and eurocents.
4. The VAT rate specified in the Offer Form must be legally valid for the Subject Matter of the Order on the offer submission date. The use of a wrong VAT rate will be treated as an arithmetic error in the calculation of the price and the offer will be rejected.
5. The Ordering Party and the Contractor shall settle their accounts in EUR.
6. If an amount written in digits is followed by an amount written in words (or vice versa) and the two values are different, the amount given in words shall prevail.
7. If the value of the service contract is denominated in a currency other than EUR, the Ordering Party will convert it to EUR using the mean exchange rate of the National Bank of Poland applicable on the day of announcement of the Order in the Public Procurement Bulletin. In default of this exchange rate, the Ordering Party will use the last available rate.

XVIII Offer evaluation method, criteria and rating

1. The offer with the highest score (number of points), which is not subject to rejection, shall be considered the best offer.
2. If the Ordering Party is unable to select the best offer because of a “perfect equivalence” of two or more offers, the Ordering Party shall follow the procedure described in art. 248 of the Public Procurement Law.
3. Where two or more offers have scored the same for the highest weight criterion, the Ordering Party shall select the cheapest offer.
4. If the validity of offers expires before the selection of the best one, the Ordering Party will call on the winning Contractor to agree in writing to the selection of its offer within a time limit set by the Ordering Party.
5. In the absence of this consent, the offer shall be rejected and the Ordering Party shall request such consent from the next highest-rated Contractor, unless there are grounds for canceling the procedure.
6. The Ordering Party shall evaluate only non-rejected offers.

The offers will be evaluated based on the following criteria:

#	Criterion	Weight
1	Gross offer price	60%
2	Experience	40%

7. The Ordering Party shall evaluate the offers by awarding percentage points with two decimal digits for the criteria (1.00 point = 1.00 %). The Ordering Party shall select the non-rejected offer with the highest score.
8. Criterion for the evaluation of the offers
 - 1) Criterion “**P**”: “Gross offer **P**rice” – criterion weight **60 %** (60 % = 60 points)

The maximum number of points (60) for this criterion will be awarded to the Contractor who proposes the lowest total gross bid price in the Offer Form (Enclosure 2 to the ToR) and this price will be taken as a reference for the scoring of the other offers. The other Contractors will be awarded proportionally fewer points according to the formula:

$$P = \frac{\text{The cheapest gross price (the reference)}}{\text{The gross price of the offer being compared to the cheapest offer}} * 60$$

The points for this criterion will be rounded to two decimal digits.

- 2) Criterion “**E**”: “**E**xperience” – criterion weight **40 %** (40 % = 40 points)

The maximum number of points (4 * 10 = 40) for this criterion will be awarded to the Contractor who has performed 4 service contracts in addition to the 2 contracts qualifying for admittance to the procedure. The Contractor will be awarded points for each contract for the services listed in Enclosure 8, with a minimum value of EUR 12,000, including catering services, provided in the last 3 years, according to the formula:

$$\text{Number of service contracts (max. 4)} * 10 \text{ points} = \mathbf{E} \text{ (min. 0 points; max. 40 points)}$$

The types of services valid for the evaluation for this criterion (listed in Enclosure 8) must be different than the types of services valid for the admittance to the procedure (listed in Enclosure 7).

If the Contractor fails to attach (or complete) Enclosure 8, the Contractor will score 0 points. No entries may be added to this Enclosure in the course of the offer evaluation process.

If the value of a service contract is denominated in a currency other than EUR, the Ordering Party will convert it to EUR using the mean exchange rate of the National Bank of Poland applicable on the day of the announcement of the Order in the Public Procurement Bulletin. In default of this exchange rate, the Ordering Party will use the last available rate.

2. Finally, the scores for the two criteria will be totaled up to obtain the **Sum**:

$$S = P + E$$

3. The offer with the highest number of points will be considered the best one.
4. The offer can get a maximum of 100 points.

XIX Correction of mistakes in the offer

1. The Ordering Party shall correct the following in the offer, without limitation:
 - 1) obvious clerical errors: undisputed, unquestionable mistakes in the wording, such as spelling errors, grammatical errors, unintentional omissions of a word or its part, factual errors (e.g. 31 April 2022) and discrepancies between amounts written in digits and in words;
 - 2) obvious arithmetic errors (with the chains of their consequences) in operations such as addition, subtraction, multiplication or division;
 - 3) other mistakes: non-conformities of the offer with the Order documentation, which have no significant effect on the content of the offer.

The Ordering Party shall immediately notify the Contractor about the correction of its offer.

2. In the case referred to in point 1.3 above, the Ordering Party shall give the Contractor a reasonable time limit for accepting or rejecting the corrections. No response shall mean acceptance.

XX Formalities before the conclusion of the contract

1. Immediately after the selection of the best offer, the Ordering Party shall notify the Contractors of the results of the procedure in accordance with art. 253 of the Public Procurement Law and shall publish this information on the website.
2. The Ordering Party shall conclude the public procurement contract, taking into account art. 577 of the Public Procurement Law after not less than 5 days from the date of announcing the selection of the best offer by electronic means, or after not less than 10 days for any other mode of announcement.
3. The Ordering Party may conclude the contract before the lapse the period referred to in point 2 if only one offer has been submitted.
4. The Ordering Party shall communicate the date of signing the contract to the winning Contractor.

5. The winner shall conclude the contract on the terms and conditions set out in Enclosure 4 to the ToR. The terms and conditions shall be amended as required to reflect the content of the offer.
6. In the event of selection of a syndicated offer, the consortium of Contractors shall present the instrument establishing their special purpose vehicle to the Ordering Party.
7. If the winning Contractor declines to conclude the contract, the Ordering Party may re-examine and re-evaluate the other offers or cancel the procedure.

XXI Remedies available to the Contractor

1. The Contractor shall have legal remedies if it has or had an interest in obtaining the Order and has suffered or may suffer loss as a result of the Ordering Party's violation of the provisions of the Public Procurement Law.
2. An appeal may be lodged against the Ordering Party's:
 - a) act in breach of the Public Procurement Law committed in the procedure or proposed provision of the contract;
 - b) omission in the procedure of an act required under the Public Procurement Law.
3. The appeal may be lodged with the President of the National Appeal Chamber in writing, in conventional or electronic form, the latter with a trusted signature.
4. The parties and participants to the appeal procedure may challenge the decision of the (President) of National Appeal Chamber, referred to in art. 519(1) of the Public Procurement Law, to the Regional Court in Warsaw through the office of the President of the National Appeal Chamber.
5. Detailed information on the legal remedies is provided in Section "IX. Remedies" of the Public Procurement Law.

XXII Contract performance bond

The Ordering Party does not require any contract performance bond.

XXIII Enclosures to the ToR

The following enclosures are an integral part of the ToR:

- Enclosure 1: Detailed Description of the Subject Matter of the Order
- Enclosure 2: Offer Form
- Enclosure 3: Statement on non-exclusion of the Contractor / consortium of Contractors / resource supplier;
- Enclosure 3a: Statement on the eligibility of the Contractor / consortium of Contractors / resource supplier to participate in the procedure
- Enclosure 4: Draft Terms and Conditions of the Contract
- Enclosure 5: Information clause regarding the processing of personal data;
- Enclosure 6: Statement of the consortium of Contractors required under art. 117(4) of the Public Procurement Law
- Enclosure 7: List of services

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- Enclosure 8: List of services subject to the evaluation and scoring
 - Enclosure 9: Personal Data Processor Verification Chart



Enclosure 1: Detailed Description of the Subject Matter of the Order

Enclosure 1 to the Tor

Provided in a separate file



Enclosure 2: Offer Form

Enclosure 2 to the Tor

OFFER FORM Offer for the NCBR

We, the undersigned:

[...]

(First and last names, position / representation title)

acting on behalf and for the benefit of:

[...]

(Full name of the Contractor or the consortium of Contractors)

Address: [...]
Country: [...]
Reg. ID: [...]
Tax ID: [...]
tel.: [...]
e-mail: [...]

(Contact address for the Ordering Party)

Contractor type:

- Micro-enterprise
- Small enterprise
- Medium-sized enterprise
- Sole proprietorship
- Non-business natural person
- Other

We apply for the award of the public Order for [...] and, therefore, we submit an offer for the delivery of the Subject Matter of the Order to the extent specified in the ToR and its enclosures on the following terms:

1. The total **price NET OF VAT** offered for the delivery of the Subject Matter of the Order is [...] EUR net euro. The **price INCLUDING VAT** is [...].
(The total value of the contract will be calculated by multiplying the maximum amount for a given part (given each time in point (c) by the largest anticipated number of events in a given part (part 1: 6 events; part 2: 8 events; part 3: 18 events; part 4: 12 events). Then, the amounts so calculated for batches 1-4 will be added together, and the total value of the contract obtained will form the basis of the criterion.)

Components of the price:

For large meetings (service type 1):

- a) For 60 persons
is [...] EUR net euro. The **price INCLUDING VAT** is [...]
- b) For each subsequent person
is [...] EUR net euro. The **price INCLUDING VAT** is [...]
- c) For 200 persons
is [...] EUR net euro. The **price INCLUDING VAT** is [...]

The amount for 200 persons (c) should be the sum of the amounts for 60 persons (a) and the amount for all 140 consecutive persons (b*140).

For medium meetings (service type 2):

- a) For 25 persons
is [...] EUR net euro. The **price INCLUDING VAT** is [...]
- b) For each subsequent person
is [...] EUR net euro. The **price INCLUDING VAT** is [...]
- c) For 60 persons
is [...] EUR net euro. The **price INCLUDING VAT** is [...]

The amount for 60 persons (c) should be the sum of the amounts for 25 persons (a) and the amount for all 35 subsequent persons (b*35).

For small meetings (service type 3):

- a) For 10 persons
is [...] EUR net euro. The **price INCLUDING VAT** is [...]
- b) For each subsequent person
is [...] EUR net euro. The **price INCLUDING VAT** is [...]
- c) For 25 persons
is [...] EUR net euro. The **price INCLUDING VAT** is [...]

The amount for 25 persons (c) should be the sum of the amounts for 10 persons (a) and the amount for all 15 consecutive persons (b*15).

For two-day study visits (service type 4):

- a) For 10 persons
is [...] EUR net euro. The **price INCLUDING VAT** is [...]
- b) For each subsequent person
is [...] EUR net euro. The **price INCLUDING VAT** is [...]
- c) For 60 persons
is [...] EUR net euro. The **price INCLUDING VAT** is [...]

The amount for 60 persons (c) should be the sum of the amounts for 10 persons (a) and the amounts for all 50 consecutive persons (b*50).

2. We declare that we will deliver the Order within the time set in the ToR.
3. We declare that we have read and accepted the ToR and that we meet all its requirements.
4. We declare that we have obtained all the information necessary for the proper preparation and submission of this offer.
5. We declare that we shall be bound by this offer for the period set in the ToR and in the Order announcement.
6. We declare that we have read the Draft Terms and Conditions of the Contract, specified in Enclosure 4 to the ToR and, if our offer is selected, we shall to conclude the contract on these terms and conditions, as amended, *mutatis mutandis*, to reflect the terms and conditions of this offer.
7. We accept the Draft Terms and Conditions of the Contract, including the terms of payment and the time for the delivery of the Subject Matter of the Order implementation of the Subject Matter of the Order set by the Ordering Party.
8. We declare that our offer does not contain information constituting a trade secret within the meaning of the provisions of the Act on Combating Unfair Competition.

9. We declare that our offer contains information constituting a trade secret within the meaning of the Act on Combating Unfair Competition. This information is contained in the following documents: [...].

10. We declare that we have fulfilled the information obligations provided for in art. 13 or art. 14 of Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and the free movement of such data ("GDPR") (OJ UE L 119 of 04/05/2016, p. 1) towards natural persons from whom I have directly or indirectly obtained personal data in order to apply for a public contract in this procedure.

Where the Contractor does not provide personal data other than those directly related to the Contractor or where the information obligation is waived pursuant to art. 13(4) or art. 14(5) of the GDPR, the Contractor does not submit this statement (it may be crossed off).

11. We declare that we intend to use subcontractors for the following parts of the Subject Matter of the Order:

#	Subcontractor	Subcontracted part of the Order
1	[...]	[...]
[...]	[...]	[...]

12. Statement on documents attached to the offer:

We submit the following statements and other documents together with our offer:

- An excerpt of registration with, or information from, the National Court Registry (KRS), the Central Register and Database on Economic Activity (CEIDG) or other competent registration body
In absence of this document or information, the Ordering Party can find it there: [...].
- The statement on non-exclusion of the Contractor / consortium of Contractors / resource supplier (Enclosure 3 to the ToR)
- Statement on the eligibility of the Contractor / consortium of Contractors / resource supplier to participate in the procedure (Enclosure 3a to the ToR)
- [...]

Locality, date: [...], [...]/[...]/[...]

[...]

(Signature(s) of the person(s) authorized to sign on behalf of the Contractor(s))

Important: The offer form, signed by one or more duly authorized representatives of the Contractor with a qualified electronic signature or a trusted or personal signature, must be delivered to the Ordering Party together with evidence of the due authorization.

Enclosure 3: Statement on non-exclusion of the Contractor / consortium of Contractors / resource supplier

Enclosure 3 to the ToR

Contractor / Resource supplier: *

[...]

(Full name / company, address – as applicable) Tax ID / Personal ID, KRS ID / CEIDG ID)

represented by:

[...]

(First and last names, position / representation title)

STATEMENT **of the Contractor / consortium of Contractors /** **resource supplier to participate in the procedure** (To be completed by each participant in the procedure)

submitted pursuant to art. 125(1) of the Public Procurement Law of 11/09/2019
on the grounds for exclusion from the procedure

taking into account the grounds for exclusion from art. 7(1) of the Act on Special Measures for Counteracting Support for Aggression Against Ukraine and for Protection of National Security for the purposes of the public procurement procedure for [...] run by NCBR based at Chmielna 69, 00-801 Warszawa, Poland (NIP 701-007-37-77, REGON 141032404), I declare that I am not subject to exclusion from the proceedings pursuant to art. 108(1) of the Public Procurement Law

I declare that there are grounds for exclusion from the proceedings pursuant to art. [...] of the Public Procurement Law (specify the applicable cause for exclusion from among those listed in art. 108(1)(1),(2),(5),(6) of the Public Procurement Law). At the same time, I declare that I have taken the following corrective measures in connection with this circumstance, pursuant to art. 110(2) of the Public Procurement Law: [...].

I declare that there are no grounds for my exclusion from the procedure pursuant to art. 7(1) of the Act of 13/04/2022 on Special Measures for Counteracting Support for Aggression Against Ukraine and for Protection of National Security (*Journal of Laws*, item 835).

*Pursuant to art. 7(1) of the Act of 13/04/2022 on Special Measures for Counteracting Support for Aggression Against Ukraine and for Protection of National Security, hereinafter referred to as the "Act", the following are excluded from the public procurement procedure or competition conducted on the basis of the Public Procurement Law: (1) the contractor and the competition participant listed in Regulation 765/2006 and in Regulation 269/2014 or added to the list based on a decision on the application of a measure defined in art. 1(3) of the Act; (2) the contractor and the competition participant, whose beneficial owner, within the meaning of the Act of 01/03/2018 on Counteracting the Laundering of Money and the Financing of Terrorism (*Journal of Laws* of 2022, items 593 and 655), is a person listed in Regulation 765/2006 and in Regulation 269/2014 or added to the list, or being such a beneficial owner as of 24/02/2022, provided that the listing is based on a decision on the application of a measure defined in art. 1(3) of the Act. (3) the contractor and the competition participant, whose parent company within the meaning of art. 3(1)(37) of the Accounting Law of 29/09/1994 (*Journal of Laws* of 2021, items 217, 2105 and 2106) is listed in Regulation 765/2006 and in Regulation 269/2014 or added to the list, or being such a parent company as of 24/02/2022, provided that the listing is based on a decision on the application of a measure defined in art. 1(3) of the Act.*

Statement on the information provided:

I declare that all the information provided in the above statements is current, truthful and has been presented with full awareness of the consequences of misleading the Ordering Party.

Locality, date: [...], [...] / [...] / [...]

[...]

(Signature(s) of the person(s) authorized to sign on behalf of the resource supplier)

The document in electronic form should be signed with a qualified
electronic signature or a trusted or personal signature



Enclosure 3a: Statement on the eligibility of the Contractor / consortium of Contractors / resource supplier to participate in the procedure

Enclosure 3a to the ToR

Contractor / consortium of Contractors / resource supplier:

(To be completed by each participant in the procedure)

[...]

(Full name / company, address – as applicable)

[...]

(Tax ID / Personal ID, KRS ID / CEIDG ID)

represented by:

[...]

(First and last names, position / representation title)

STATEMENTS of the Contractor / consortium of Contractors *

submitted pursuant to art. 125(1) of the Public Procurement Law of 11/09/2019
on the fulfillment of the conditions for participation in the procedure

I declare the following for the purposes of the public procurement procedure for [...] run by the NCBR based at ul. Chmielna 69, 00-801 Warszawa, Poland Street (NIP 701-007-37-77, REGON 141032404):

Statements concerning the Contractor / consortium of Contractors: *

I declare that I meet the conditions for participation in the procedure specified by the Ordering Party in Chapter VII of the ToR, in the following scope:

[...]

(Detailed scope resulting from the conditions of participation listed in the ToR)

Information on reliance on the capacity or situation of resource suppliers: *

I declare that I rely on the capability or situation of the following resource suppliers in order to demonstrate compliance with the conditions for participation in the procedure listed in Chapter VII of the ToR:

[...]

(Resource suppliers' names)

in the following scope:

[...]

(Specify the scope of resources to be made available to the designated entity)

Statement on the information provided:

I declare that all the information provided in the above statements is current, truthful and has been presented with full awareness of the consequences of misleading the Ordering Party.

Locality, date: [...], [...]/[...]/[...]

[...]

(Signature(s) of the person(s) authorized to sign on behalf of the Contractor(s))*

The document in electronic form should be signed with a qualified
electronic signature or a trusted or personal signature

* Check and fill in as appropriate



Enclosure 4: Draft Terms and Conditions of the Contract

Enclosure 4 to the ToR

Provided in a separate file



Enclosure 5: Information clause regarding the processing of personal data

Enclosure 5 to the ToR

Information clause regarding the processing of personal data

1. The following information is provided in accordance with art. 13(1)-(2) and art. 14(1)-(2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27/04/2016 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 (GDPR) (OJ EU L 119 of 04/05/2016, p. 1):
 - NCBR based at ul. Chmielna 69, 00-801 Warszawa, Poland, is the administrator of your personal data.
 - You may contact the Data Protection Officer in matters related to your data in writing. The conventional mail address is:
ul. Chmielna 69, 00-801 Warszawa
The e-mail address is: iod@ncbr.gov.pl.
 - Your personal data will be processed based on art. 6(1)(c) of the GDPR for the purpose of conducting the public procurement procedure for [...] in the basic procedure without negotiations, pursuant to art. 275(1) of the Public Procurement Law.
 - Your personal data has been obtained from the entity that responded to the announcement of the public procurement procedure.
 - NCBR will process your data in regarding contact details, employment, academic degrees and other information provided by the entity submitting the offer in response to the announcement of the public procurement notice.
 - The recipients of your personal data will be persons or entities with whom the documentation of the procedure will be shared based on art. 18 and art. 74 of the Public Procurement Law.
 - Pursuant to art. 78(1),(4) of the Public Procurement Law, your personal data will be retained for a period of 4 years from the date of completion of the procurement procedure or, if the term of the contract exceeds 4 years, the retention period will cover the whole term of the contract and, then, the data may be retained for archival purposes for a period consistent with the instruction from the NCBR's Office and with the Uniform List of Files.
 - Your obligation to provide your personal data is a statutory requirement imposed by the Public Procurement Law in connection with participation in the public procurement procedure. The Public Procurement Law defines the consequences of not providing certain data.
 - Decisions concerning your personal data will not be automated within the meaning of art. 22 of the GDPR.
 - You have the following rights in relation to NCBR: the right access to your personal data and the right to demand rectification, deletion or restriction of the processing. You should contact the Data Protection Officer (see the contact details provided above) to exercise these rights.
 - The exercise of your right to have your data rectified or supplemented, pursuant to art. 16 of Regulation 2016/679, may not result in a change in the outcome of the procurement procedure or in the amendment of the provisions of the public procurement contract to the extent inconsistent with the Public Procurement Law.
 - Demanding a limitation of the processing in the procurement procedure, pursuant to art. 18(1) of Regulation 2016/679, shall not affect the processing until the end of this procedure.
 - You have the right to lodge a complaint with the President of the Office for Personal Data Protection or with another supervisory authority, in particular in the Member State of your usual residence, place of work or the place of the alleged infringement.
 - Your personal data will not be transferred to any third country.

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2. At the same time, the Ordering Party reminds you of your information obligation under art. 14 of the GDPR towards natural persons whose data will be provided to the Ordering Party in connection with the procedure and which the Ordering Party indirectly obtains from the Contractor participating in the proceedings, unless at least one of the exclusions referred to in art. 14(5) of the GDPR applies.



Enclosure 6: Statement of the consortium of Contractors

Enclosure 6 to the ToR

The statement required from the consortium of Contractors under art. 117(4) of the Public Procurement Law of 11/09/2019

Pursuant to art. 117(4) of the Public Procurement Law, I declare that the consortium of Contractors will deliver the Order to the extent specified in the table:

#	Name of the Contractor	The Contractor's part of the Order
1.	[...]	[...]
[...]	[...]	[...]

Locality and date: [...], [...] / [...] / [...]

[...]

(First and last names)

Electronically signed

Enclosure 7: List of services

Enclosure 7 to the ToR



Enclosure 8: List of services subject to the evaluation and scoring

Enclosure 7 to the ToR



Enclosure 9: Personal Data Processor Verification Chart

Enclosure 9 to the ToR

Personal Data Processor Verification Chart

#	Question	Answer *	Remarks
1	Has the personal data processor plan appointed, or plans to appoint, a Personal Data Protection Officer (PDPO)?	<ul style="list-style-type: none"> – Yes, the appointment of the PDPO has been planned for. – Yes, the PDPO has been appointed. – No, the appointment of the PDPO has not been planned for because [...] (e.g. “This is not a legal requirement.”) – Yes, the appointment of the PDPO has been planned for and will take place on [...] (Enter the expected date.) 	
2	If the PDPO has not been appointed, please name another contact person for matters related to the protection of personal data.	Contact person: [...], position / role: [...], phone number.	
3	Has the personal data processor introduced technical and organizational measures that will meet the requirements of the GDPR and other acts regulating the lawful processing of personal data?	Yes / No / Other	
4	Does the personal data processor use further processors for the processing of personal data on behalf of the personal data controller?	Yes / No	
5	Will the personal data be transferred outside the European Economic Area?	Yes / No	

* *Underline / complete as appropriate.*

Statement:

I declare on behalf of the personal data processor – [...] (Name) – I declare that the information provided above is true. I undertake to notify the NCBR about each change in the foregoing information without delay (within 7 days).

Date: [...]

[...]

(First and last names)

Signed electronically

Assessment by the NCBR's Data Protection Officer

(To be completed by the NCBR's Data Protection Officer)

I recommend / do not recommend the conclusion of the contract for entrusting the processing of personal data.

Rationale: [...]

Date: [...]

[...]

(Signature)

