

APPROVED

Agnieszka Ratajczak

(Electronically signed)

Warsaw, 6 grudnia 2022 r.

Terms of Reference (“ToR”)

Specyfikacja Warunków Zamówienia (“SWZ”)

Purchase of the service of organization and technical support of promotional events in Brussels.

Procedure N° 32/22/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:
Mrs. Katarzyna Szymańska, 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 contract is the organization and technical support of up to 20 networking events (min. 4, max. 20) for the NCBR Office in Brussels within 24 months from the signing of the contract. The expected number of participants in each event is between 50 and 200 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.

The "right of option" in the present proceedings should be understood as follows:

- a) if the budget allocated for the performance of the contract is not consumed, the Ordering Party may extend the contract for another 18 months;
 - b) when arranging the space for the event, the right of option will consist of the construction of the stage;
 - c) during the preparation and implementation of events in technical terms, the right of option will consist of a hybrid event;
 - d) the organization of any event in any other location in Belgium.
7. The Order item names and codes according to the Common Procurement Vocabulary are as follows:
 - 79952000-2: Event organization services

VI Order delivery term

1. 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.

2. If in subsequent budgetary years, following the year in which the Agreement was concluded, the Ordering Party does not have, for reasons beyond their control and resulting from decisions of public authorities, financial means for the implementation of the Agreement, the Agreement shall be automatically terminated with immediate effect without the need for submission by the Parties of additional declarations of will in this matter. In such a case, the Ordering Party shall only pay the Contractor the respective part of the payment that corresponds to the scope of performance of the subject of the Agreement until the date of termination of the Agreement in the manner specified in the preceding sentence.

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), including service contracts the organization or technical support of a conference, promotional or networking event, each with a gross value of at least EUR 12,000.00 (twelve thousand), in the last 2 (two) 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 2 (two) 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 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 7 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 **14/01/2023**.
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 7 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 5 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 **16/12/2022, 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 **16/12/2022 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 Price” – 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”: “Experience” – 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 7, with a minimum value of EUR 12,000, including service contracts the organization or technical support of a conference, promotional or networking event provided in the last 3 years, according to the formula:

*Number of service contracts (max. 4) * 10 points = E (min. 0 points; max. 40 points)*

The types of services valid for the evaluation for this criterion (listed in Enclosure 7) must be different than the types of services valid for the admittance to the procedure (listed in Enclosure 6).

If the Contractor fails to attach (or complete) Enclosure 7, 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

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- Enclosure 5: Statement of the consortium of Contractors required under art. 117(4) of the Public Procurement Law
 - Enclosure 6: List of services
 - Enclosure 7: List of services subject to the evaluation and scoring
 - Enclosure 8: Privacy agreement;
 - Enclosure 9: Guidelines on information security requirements for external contractors carrying out works commissioned by the National Centre for Research and Development
 - Enclosure 10: Information clause – concerning the collection of personal data directly from the data subject
 - Enclosure 11: Information clause – concerning the collection of personal data directly from the data subject
 - Enclosure 12: Personal data processor verification sheet
 - Enclosure 13: Contract for entrusting the processing of personal data

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

Enclosure 1 to the Tor

Detailed Description of the Subject Matter of the Order

I. Subject of the order

The subject of the future contract is the organization and technical service of networking events (min. 4, max. 20) organized by the NCBR Office in Brussels. Estimated number of participants for each event: 50-200.

- 1. Arrangement of the event space**
- 2. Organizing the events' technical side**
- 3. Providing exhibition space**

Most of the events will take place in the hall and patio of the NCBR Office building in Brussels at Rue Belliard 40 or, if needed, at another location in the Kingdom of Belgium. The Ordering Party assumes the participation of at least 50 and at most 200 guests each time – the participants will be predominantly representatives of institutions from the R&D sector in Poland and Polish entities in Brussels, as well as employees of the European Union institutions, employees of representative offices of the Member States, regions and other industry institutions in Brussels. Events may last up to 10 hours (within time brackets 9:00 am - 11:00 pm). The final dates and times will be agreed and communicated to the selected Contractor well in advance. The events will be held in English or Polish.

II. Terms of the contract

Deadline for the contract: 24 months from the date of signing the contract or until the funds that the Ordering Party intends to spend on financing the contract are used, with the possibility to extend the contract in case of unused funds.

III. General conditions for the performance of a future contract

- The Contractor will provide transport to the venue of the event, as well as assembly and disassembly of the necessary equipment, elements of the arrangement and scenery used to organize the event (eg. stands, sound system, screen, furniture).
- All materials and elements of the arrangement that will be used during the execution of the order must be presented for final approval by the Ordering Party. The Contractor will be obliged to send photos of the proposed equipment and furniture to the agreed e-mail address.
- Furniture and used equipment must not be dirty or damaged.
- The Ordering Party will provide space for the organization of the event: the most common, but not exclusive, location will be the hall and patio of the office building at Rue Belliard 40 in Brussels or the headquarters of the NCBR's office at Rue Belliard 40 in Brussels (however, the Ordering Party reserves the right to organize the event at a different location on the premises of the Kingdom of Belgium), where the Contractor will arrange the event space adapted to the existing

requirements, including separating the event from a space that allows free access to the entrance, main reception and elevators, as well as persons not participating in the event. At the same time, the Contractor should provide participants with access to the toilet(s).

- During the execution of the contract, the Contractor is obliged to comply with the provisions of the Personal Data Protection Act in force in the Kingdom of Belgium.
- The Contractor will also be responsible for the preparation of the event's space in accordance with the existing requirements and the highest hygiene standards, i.e. disinfection of the room, including furniture, will be carried out; disinfecting liquids or dispensers, gloves and masks will be prepared for all persons present in the occupied area, if necessary. As part of the preparation of the event, all regulations of state, regional and local authorities regarding, inter alia, organization of meetings and sanitation must be taken into account.
- If restrictions are introduced in the Kingdom of Belgium that prevent the organization of the event, the Ordering Party reserves the right to withdraw from the event or change its date due to force majeure, in particular related to the spread of SARS-CoV-2 virus or other.
- The Contractor will be informed by the Ordering Party about the demand for the event's organization and technical service no later than 14 calendar days before the planned meeting, however the Ordering Party stipulates they may demand for the service 5 calendar days prior to the meeting in emergency. The Contractor will submit an arrangement and/or equipment proposal to be agreed for approval by the Ordering Party no later than 5 calendar days before the event, and in emergency up to 3 calendar days.

IV. Scope of a contract

1. Arrangement of space

The arrangement of the space will include the arrangement of spatial elements, such as banners or walls of the National Center for Research and Development and Business & Science Poland (provided by the Ordering Party), local equipment of a given space (e.g. plants, furniture – armchairs, pouffes, sofas, seats, elements of decor, etc.) or other indicated by the Ordering Party. During the planned events, the Contractor should provide up to 15 bar stools each time, which will be handed over to the Ordering Party for prior approval and organize the focal point of the event (stools, rostrum, walls, etc.).

Option: building a stage.

If necessary, the Contractor will provide tables (max. 10) and/or chairs (max. 30) as part of the equipment for a certain event in the number corresponding to the number of participants or will transfer and arrange the equipment (including tables and chairs) being the resource of the Ordering Party.

In the outdoor space (e.g. the patio of the building at Rue Belliard 40), the Contractor, at the request of the Ordering Party, will be obliged to set up at least 2 umbrellas with a side of min. 2 m or 4 umbrellas with a side of min. 1.5 m and, if necessary, heating lamps under each of the

umbrellas (max. 4). Contractor will be also obliged to organize a meeting place under the umbrellas.

The Contractor must also provide additional equipment, i.e. a cloakroom and a reception desk for registration of participants. The Contractor will be responsible for the cloakroom service, registration of participants (guest list) and the preparation and delivery of name badges/self-adhesive labels with the name and surname of the participant and the name of their institution. In addition, the Contractor will provide each time 20 blank labels in case of sudden changes.

Option: comprehensive organization of the event in any other location in Belgium (including transport of all equipment).

2. Organizing the events' technical side

Sound system: the sound system will be installed in an aesthetic way and will not hinder the implementation and use of the occupied space, e.g. being installed in cable ramps. The sound system should be compatible with the room in order to ensure high-quality sound. The Ordering Party does not allow for a situation in which sound disturbances, noises, and distortions will be heard. The Contractor must provide an appropriate number of wireless microphones (max. 15).

Lighting: specified places (e.g. stage, exhibition stands, etc.) must be sufficiently illuminated, while avoiding the effect of dazzling participants. Moreover the Contractor will be responsible for ensuring the appropriate level of lighting for the entire space, if necessary, i.e. when the local lighting system for a given space is insufficient.

The Contractor will provide a TV screen/ monitor for the audiovideo materials' presentation with a screen size of at least 110 inches (or 4 TV sets / screens with a screen size of 50 inches each). They will also provide technical service in the displaying of the delivered materials with the option of being displayed in a loop.

The Contractor must provide technical support, i.e. technicians and/or editors ensuring the undisturbed course of the event. Experienced individuals should be employed as technical service in order to respond to emerging needs on a regular basis and in a professional manner.

Option: organization of the event in a hybrid formula, i.e. with in-person and online participation, both for presenters / panelists and for participants. During the event, full interoperability must be ensured for online and in-person participants, i.e. both of them may be able to speak in a public forum (wireless microphones must be provided). The event will be carried out online using standard platforms for on-line meetings, such as Teams, Zoom, ClickMeeting or broadcast on yt, fb portals. No separate construction of the studio will be required. Maximum number of in-person participants: 200 people.

3. Providing exhibition space

If necessary, the Contractor will be obliged to organize a maximum of 15 stands for institutions indicated by the Ordering Party in order to enable them to present their activities or projects. The stands, made in a uniform, coherent and aesthetic way, will include at least a table made of wood, wood-based materials or metal, allowing for the displaying of the exhibitor's promotional

materials and a possible demonstration of the exhibition specimen. Stands should be provided with access to the electricity and, if necessary, to the Internet.



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 purchase of the service of organization and technical support of promotional events in Brussels 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:

The maximum price for the performance of the subject matter of the contract is:

Net offer price for 20 net events: EUR ... (in words: ...);

Gross price for the offer: EUR ... (in words: ...)

VAT: ...%

in which:

Net offer price for 1 event: EUR ... (in words: ...)

Gross price for the offer: EUR ... (in words: ...)

VAT: ...%

(The total value of 1 (one) event should include the following components: the sum of the columns of Table 1 + the sum of the columns of Table 2 + the sum of the columns of Table 3 + the sum of the columns of Table.)

Detailed costs of individual components of the event:

Table 1: Arrangement

#	Arrangement item	Qty.	UoM	Net unit price (per piece / unit / service instance)	Net value (C*E)	VAT		Gross value (F+H)
						%	Amount (F*G)	
A	B	C	D	E	F	G	H	I
1	Arrangement of space and furniture, banners, plants, etc.	1	Service instance					
2	Delivery of barstools	15	Piece / Unit					
3	Delivery of a lectern / conference desk							
4	Tables	10	Piece / Unit					
5	Chairs	30	Piece / Unit					
6	Umbrella with 2 meters long sides	2	Piece / Unit					
7	Heating lamps	4	Piece / Unit					
8	Reception and coatroom with service							
9	IDs	200	Piece / Unit					
10	Disinfection of spaces and furniture							
11	Dispensers, gloves, masks							
12	OPTION: stage construction							
TOTAL (sum of the columns)								

Table 2: Technical aspects

#	Arrangement item	Qty.	UoM	Net unit price (per piece / unit / service instance)	Net value	VAT		Gross value (F+H)
						%	Amount (F*G)	
A	B	C	D	E	F	G	H	I
1	Sound system (including microphones, wiring	1	Service instance					

	and cable protection covers)							
2	Lighting	1	Service instance					
3	TV / monitor	1	Piece / Unit					
4	Video streaming	1	Service instance					
5	Installation, continuous maintenance	1	Service instance					
6	OPTION: hybrid event	1	Service instance					
TOTAL (sum of the columns)								

Table 3: Provision of technical space

#	Arrangement item	Qty.	UoM	Net unit price (per piece / unit / service instance)	Net value (C*E)	VAT		Gross value (F+H)
						%	Amount (F*G)	
A	B	C	D	E	F	G	H	I
1	Stand	15	Piece / Unit					
TOTAL (sum of the columns)								

Table 4: Organization of the event in any other location in BE

#	Arrangement item	Qty.	UoM	Net unit price (per piece / unit / service instance)	Net value (C*E)	VAT		Gross value (F+H)
						%	Amount (F*G)	
A	B	C	D	E	F	G	H	I
1	OPTION: organization of the event in any other location in BE	1	Service instance					
TOTAL (sum of the columns)								

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 purchase of the service of organization and technical support of promotional events in Brussels 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 purchase of the service of organization and technical support of promotional events in Brussels 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: Statement of the consortium of Contractors

Enclosure 5 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 6: List of services

Enclosure 6 to the ToR

[...] Full name of the Contractor or the consortium of Contractors

.....
.....
.....

(Full name of the Contractor, *adress: NIP/PESEL, KRS/CEiDG*)

Reprezent::

.....

(First and last names, position / representation title)

LIST OF SERVICES

Public order *purchase of the service of organization and technical support of pro-motional events in Brussels 32/22/TPBN*

Requirements of the Ordering Party:											
The Contractor shall fulfill the condition if it demonstrates in terms of technical capacity that it has duly performed <u>at least 2 (two) service contracts the organization or technical support of a conference, promotional or networking event</u> , each with a <u>gross value of at least EUR 12,000</u> (twelve thousand), in the <u>last 3 (three) years</u> before the offer submission deadline (or within a shorter period of the conduct of the Contractor's business).											
1.	<table border="1"> <tr> <td>The name and the scope of service</td> <td>.....</td> </tr> <tr> <td>The date of the service <i>(the dates of start and completion of the service)</i></td> <td>from/...../..... to/...../..... <i>(day / month / year)</i></td> </tr> <tr> <td>Name of the service recipient</td> <td>..... <i>(name and address)</i></td> </tr> <tr> <td>Gross value</td> <td>.....</td> </tr> <tr> <td>Acceptance protocol or equivalent</td> <td>No of the attachment to the offer -</td> </tr> </table>	The name and the scope of service	The date of the service <i>(the dates of start and completion of the service)</i>	from/...../..... to/...../..... <i>(day / month / year)</i>	Name of the service recipient <i>(name and address)</i>	Gross value	Acceptance protocol or equivalent	No of the attachment to the offer -
The name and the scope of service										
The date of the service <i>(the dates of start and completion of the service)</i>	from/...../..... to/...../..... <i>(day / month / year)</i>										
Name of the service recipient <i>(name and address)</i>										
Gross value										
Acceptance protocol or equivalent	No of the attachment to the offer -										

2	The name and the scope of service	..........
	The date of the service <i>(the dates of start and completion of the service)</i>	from/...../..... to/...../..... <i>(day / month / year)</i>
	Name of the service recipient	..... ..... <i>(name and address)</i>
	Gross value	.....
	Acceptance protocol or equivalent	No of the attachment to the offer -

....., date

.....

First and last names
Electronically signed



Enclosure 7: List of services subject to the evaluation and scoring

Enclosure 7 to the ToR

[...][...][...] Full name of the Contractor or the consortium of Contractors

.....
.....
.....

(Full name of the Contractor, *adress: NIP/PESEL, KRS/CEiDG*)

Reprezent::

.....

(First and last names, position / representation title)

LIST OF SERVICES SUBJECT TO THE EVALUATION AND SCORING

Public order purchase of of the service of organization and technical support of pro-motional events in Brussels 32/22/TPBN

Requirements of the Ordering Party:

The Contractor shall fulfill the condition if it demonstrates in terms of technical capacity that it has duly performed service contracts involving organization or technical support of a conference, promotional or networking event in a EU country, each with a gross value of at least EUR 12,000 (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).

The services relevant for the evaluation for this criterion (listed in Enclosure 7) must be different than the services relevant for the admittance to the procedure (listed in Enclosure 6).

1.	The name and the scope of service	..........
	The date of the service <i>(the dates of start and completion of the service)</i>	from/...../..... to/...../..... <i>(day / month / year)</i>
	Name of the service recipient	..........

		(name and address)
	Gross value	.....
	Acceptance protocol or equivalent	No of the attachment to the offer -
2.	The name and the scope of service	..........
	The date of the service (the dates of start and completion of the service)	from/...../..... to/...../..... (day / month / year)
	Name of the service recipient	..... ..... (name and address)
	Gross value	.....
	Acceptance protocol or equivalent	No of the attachment to the offer -
	3.	The name and the scope of service
The date of the service (the dates of start and completion of the service)		from/...../..... to/...../..... (day / month / year)
Name of the service recipient		..... ..... (name and address)
Gross value		.....
Acceptance protocol or equivalent		No of the attachment to the offer -

4.	The name and the scope of service	..........
	The date of the service <i>(the dates of start and completion of the service)</i>	from/...../..... to/...../..... <i>(day / month / year)</i>
	Name of the service recipient	..... ..... <i>(name and address)</i>
	Gross value	.....
	Acceptance protocol or equivalent	No of the attachment to the offer -

....., date

.....

First and last names
Electronically signed



Enclosure 8: Privacy agreement

Enclosure 8 to the ToR

Provided in a separate file



Enclosure 9 Guidelines on information security requirements for external contractors carrying out works commissioned by the National Centre for Research and Development

Enclosure 9 to the ToR

Guidelines on information security requirements for external contractors carrying out works commissioned by the National Centre for Research and Development

1. Purpose

The purpose of the document is to define the minimum requirements in the field of information security, which will be acquired by an external contractor during the implementation of the commissioned works for the National Centre for Research and Development (hereinafter: the "Centre").

2. Scope

Provisions of this document:

1. should include staff involved in the process of awarding a contract or establishing cooperation on the basis of another civil law form for a service/order related to the processing of information;
2. should be used by all external contractors carrying out work for the Centre related to information processing;
3. should be used in all contracts with external contractors whose subject matter is related to the protection of information.

3. General provisions

1. This document:
 - 1) define the responsibilities and responsibilities of external contractors in the field of information security;
 - 2) covers all users of external contractors who have access to IT systems (hereinafter referred to as: "NCBR Information System") and information processed for the Centre.
2. An external contractor, before undertaking works for the Centre, which involve information processing or access to the NCBR Information System, should meet the requirements contained in this document.
3. Before processing information belonging to the Centre, the external contractor shall meet the following conditions:
 - 1) sign a non-disclosure agreement, the model of which is set out in Annex 2;

- 2) in the case of personal data processing, sign a contract for entrusting or further entrusting the processing of personal data, prepared on the model of the Centre;
 - 3) in the case of providing personal data, sign a personal data sharing agreement prepared on the model of the Centre.
4. Detailed rules for entrusting or making personal data available to an external contractor are set out in the NCBR Personal Data Security Policy (verification rules, templates).
 5. Employees of an external contractor carrying out work for the Centre under the concluded contract may stay on the premises of the Centre under the supervision of an employee of the Centre or security staff of the facility.
 6. In the event that the order is performed after the Center's working hours or on non-working days, the head of the Center's organizational unit (hereinafter referred to as: "KO manager") directly responsible for the performed order must report this fact to the Administration and Purchasing Department (hereinafter referred to as: "DAZ"), which issues an order for the performance of works and provides information about the date and scope of work performed to the facility administration and notifies the facility security.
 7. The order must include:
 - 1) the name of the external contractor;
 - 2) the scope of work performed;
 - 3) deadline for execution (date, time);
 - 4) the name and identity document number of the employees of the external contractor performing the work;
 - 5) the name and telephone number of the person supervising the work on the part of the Centre;
 - 6) registration numbers of vehicles – if it is necessary to consent to their entry into the parking lot.
 8. The keys to the rooms are issued by a DAZ employee.

4. Granting, changing or revoking permissions

1. If it is necessary for external contractors to access the NCBR Information System, the scope of rights is assigned adequately to the subject of the concluded contract and the scope of entrusted/made available personal data (if such entrustment/access takes place).
2. The person on the part of the external contractor, indicated in the contract as responsible for its implementation, should:

- 1) provide the Centre with a list of users of an external contractor to have access to the NCBR Information System together with an indication of the required permissions;
- 2) keep up to date with the list of users of the external contractor referred to above.
3. Registration and deregistration of external users from the NCBR Information System and granting, changing and revoking rights is carried out by employees of the Information Systems Department (hereinafter referred to as: "DSI").
4. An application to DSI to grant, change and withdraw rights to the NCBR Information System is submitted by the head of the KO or an employee appointed by him responsible for the implementation of the contract with an external contractor.
5. The scope of powers must be agreed with the Data Protection Officer (hereinafter referred to as: "DPO").
6. During the registration of an external user, a unique user ID (login) is assigned and a temporary password is set, which is necessary to log in to the NCBR Information System for the first time.
7. The head of the CC or an employee appointed by him responsible for the implementation of the contract with the external contractor informs the persons indicated by the external contractor about the granting, change and withdrawal of rights and about the assigned credentials to the NCBR Information System.

5. Authentication methods and means

1. Access to the NCBR Information System is possible only by providing the correct identifier (login) and password granted to the user during the process of granting permissions.
2. The password policy of access of external contractor users to the NCBR Information System is subject to the following rules:
 - 1) the password consists of a minimum of 8 characters;
 - 2) the password must meet the complexity condition of uppercase and lowercase letters, as well as a number or special character (e.g. !@#);
 - 3) it is recommended to use password managers to create a strong access password;
 - 4) the password must be changed at least once every 30 days;
 - 5) subsequent passwords must be different (a minimum of the last 6 passwords are remembered);
 - 6) passwords must be stored in such a way as to guarantee their confidentiality;
 - 7) it is forbidden to share passwords with others;
 - 8) it is forbidden to create passwords on the basis of:

-
- a) personal characteristics and numbers (e.dat birth, names, etc.),
 - b) keyboard key sequences (e.g. qwerty, 12qwaszx),
 - c) user ID;
- 9) it is forbidden to create passwords that are easy to guess;
 - 10) anonymous login is prohibited;
 - 11) authentication takes place only after providing a compatible password and associated identifier (login);
 - 12) in the case of the first login, the user is obliged to change the temporary password to the correct one, to one known only to himself;
 - 13) in the case of systems that do not automatically force a recurring password change and do not control its complexity, it is the user's responsibility to change the password in accordance with this policy;
 - 14) you are fully responsible for creating your password and storing it securely;
 - 15) passwords must not be disclosed intentionally or accidentally and should only be known to the user;
 - 16) passwords should not be stored in a form accessible to unauthorized persons:
 - a) in files,
 - b) on sheets of paper in places accessible to third parties,
 - c) in scripts,
 - d) in other electronic and paper records that would be accessible to third parties.
- 3. In case of suspicion of disclosure of passwords to an unauthorized person, the passwords must be immediately changed by the user, and this fact must be reported to the employee of the Center responsible for the implementation of the contract.
 - 4. The password is kept secret even after its expiry.
 - 5. The password is changed by the user (in case the user has forgotten the password, DSI sets a temporary password for the user with the force to change it during the first login).
 - 6. Passwords should not be transmitted or transmitted by telephone, fax or e-mail in an explicit form.

6. Remote Access

- 1. DSI maintains a list of external persons and contractors with remote access to the resources of the NCBR Information System.
- 2. Remote access of external contractors is possible only if the conditions listed in this document are met.

3. Remote access of external contractors is carried out using a privileged account management system, and sessions related to remote access are recorded.
4. Remote access is granted on the terms and for a definite period of time under the provisions of the contract with the external contractor.
5. The KO manager or an employee designated by him responsible for the performance of the contract with the external contractor requests DSI to allow remote access to external users.
6. The scope of remote access may be limited or increased after analyzing the needs specified in the provisions of the contract with the external contractor.
7. As part of remote access to the resources of the NCBR INFORMATION System, an external contractor is prohibited from:
 - 1) permanently delete data;
 - 2) carry out any operations on disks that may lead to their damage or loss of data, in particular their formatting.
8. For production environments (put into operation), an external contractor carrying out remote work in the NCBR IT System, before proceeding to them, presents, together with a risk assessment, the scope of planned activities.
9. The representative of the external contractor, when proceeding with activities which may consequently lead to the destruction of data, must inform the representative of the Centre, indicated in the contract, of the possible risk and only after obtaining approval begin work.
10. An employee of the Centre shall consult the DSI and the Security Department (hereinafter referred to as:"DB") and, if this applies to personal data, also with the DPO before providing the external contractor with information about the consent or lack thereof.
11. Acceptance or refusal to perform activities covered by the risk of data loss requires maintaining a business route, e.g. sending information in the form of an e-mail.
12. The scenario of work scheduled to be performed in the production environment should include the following information:
 - 1) who will carry out the work;
 - 2) when the work will be carried out;
 - 3) the expected duration of the work carried out;
 - 4) the scope of work performed;
 - 5) information whether a break in the work of the Centre's users is required;
 - 6) the potential risks associated with the activities undertaken.

13. Performing works consisting in standard service or work on the development of the NCBR IT System in the implementation phase does not require each time to agree with the Center the conditions for the implementation of the activities performed.
14. An external contractor shall be prohibited from undertaking any activities aimed at penetrating the Centre's ICT resources, unless these activities concern the performance of a contract the subject of which includes conducting security tests, penetration tests, etc.
15. Each time an external contractor conducts security or penetration tests, DSI and DB consent is required.
16. DSI limits the resources available for a remote session to the minimum necessary, unless this would require extensive interference in the configuration of access devices.
17. DSI determines the required remote access resources for the external contractor.
18. The external contractor undertakes to use only the agreed IT resources, even if they are available other than those required for the execution of the order.
19. For the purpose of implementing the provisions of the agreement, DSI may grant remote access to the following environments:
 - 1) Test;
 - 2) Production;
 - 3) Training.
20. Remote access to the Center's network for external contractors is possible only after providing IP addresses that will be specially dedicated to work in the Center's systems.
21. It is forbidden to perform remote access from computers accessible to the public, e.g. Internet cafes, railway stations, restaurants, wireless city networks.

7. Workstation Security Policy

Only computers and devices compliant with the minimum security requirements, in particular:

- 1) the operating system has all available security updates installed;
- 2) an antivirus system is installed in the operating system and its signatures are up to date;
- 3) in the operating system, the firewall is running and has the correct configuration;
- 4) The software installed on your computer comes from trusted sources;
- 5) the software is installed in accordance with the terms of the license agreement;
- 6) the software does not infringe copyright;
- 7) the software does not infringe other rights of third parties.

8. Applying Cryptographic Security

1. In order to protect the confidentiality of stored and transmitted data, cryptographic safeguards are used.
2. Cryptographic security should be used:
 - 1) on the hard drives of computers, especially laptops;
 - 2) on pendrives and other data carriers;
 - 3) on backup media;
 - 4) on mobile devices;
 - 5) in VPN tunnels;
 - 6) in e-mail.
3. The scope of cryptographic solutions used should include a minimum of data on media that are protected due to requirements related to maintaining the level of confidentiality.
4. The level of security for cryptographic solutions should include:
 - 1) control of data transmission performed by users in the network;
 - 2) encryption of computer hard drives (RC5-1024 and AES-256);
 - 3) encryption of portable (removable) drives (AES-256);
 - 4) Managed in the Rules and Policies Management Console
 - 5) the ability to recover password and data from the Collector;
 - 6) integration with the domain or user account in the operating system.

9. Incident response

1. Any breach of information security should be reported each time:
 - 1) to DB and to a message to DSI in the form of an e-mail with acknowledgment of receipt to the following address: [incydent@ncbr.gov.pl and to <https://jira.ncbr-local.lan/servicedesk/customer/portals> message], with the subject line "*Information security breach*";
 - 2) to the DPO if the breach concerns the processing of personal data in the form of an e-mail with confirmation of receipt to the following address: iod@ncbr.gov.pl with the subject of the message "*Personal data protection breach*".
2. In a situation where DB confirms that the event constitutes an information security incident (hereinafter referred to as: "Security Incident"), it requests DSI to immediately remove the rights of the users of the external contractor, at the same time informing the person indicated to contact the external contractor in the concluded contract.
3. In the event of a confirmed Security Incident, DB together with DSI contacts a representative of an external contractor to secure traces of this breach (e.g. system logs).

4. In special situations, a confirmed security incident, the ISMS Plenipotentiary informs law enforcement agencies and other authorized entities (offices) about the situation. In the event of a breach of personal data security, the NCBR Personal Data Security Policy should be applied.
5. DSI in cooperation with DB and authorized employees of the external contractor remove the effects of a security breach and introduce additional security measures (e.g. change the configuration, etc.).
6. Each security incident shall be recorded in the Centre's incident register.
7. DB, after receiving information from DSI on the impact of the incident on security, prepares an analysis and issues recommendations.

10. Final provisions

1. The following shall be responsible for supervising compliance with the provisions of this document:
 - 1) on the part of an external contractor – an authorized representative of this entity;
 - 2) on the part of the Centre – the head of the KO or an employee indicated by him in the contract signed with an external contractor.
2. In the scope of matters related to the security of information not regulated in this document, legal regulations apply.

Any draft documents implementing new, amending or withdrawing existing regulations in the field related to information security must be agreed with the ISMS Plenipote

**Enclosure 10: Information clause – concerning the collection of
personal data directly from the data subject**

Enclosure 10 to the ToR

Provided in a separate file



**Enclosure 11: Information clause – concerning the collection of
personal data directly from the data subject**

Enclosure 11 to the ToR

Provided in a separate file



Enclosure 12: Personal data processor verification sheet

Enclosure 12 to the ToR

PERSONAL DATA PROCESSOR VERIFICATION SHEET

Lp.	Question	Answer	Comments
1	Does the entity processing personal data plan to appoint/appoint a Personal Data Protection Officer (DPO)?	<p>*</p> <ul style="list-style-type: none"> - this is how the designation was planned - so designated - no designation is planned (justification: e.g. it is not required by law) - a designation is planned (when: specify the expected date) 	
2	If you do not plan to appoint/have not appointed a DPO, please indicate another contact person in matters related to the protection of personal data.	Contact person....., position/function....., phone number.	
3	Has the entity processing personal data 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 entity processing personal data use further processors of personal data in the process of processing personal data on behalf of the personal data controller?	*YES/NO	
5	If the processor uses further processors, are they located within the European Economic Area?	*YES/NO	

*Delete/complete where not applicable

Statement:

On behalf of the entity processing personal data */name of the entity/* on behalf of the National Center for Research and Development, I declare that the information provided above is truthful. In the event of a change in any of the above-mentioned elements, I undertake to immediately (no later than within 7 days from the occurrence of the event) notify the National Centre for Research and Development.

.....

date Name, surname/stamp and signature of the authorized person

Assessment of the Data Protection Officer at the National Centre for Research and Development

Fills in the DPO:

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

Justification:.....

.....

.....

date signature



Enclosure 13: Contract for entrusting the processing of personal data

Enclosure 13 to the ToR

Provided in a separate file

