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**APPROVED**

**Agnieszka Ratajczak**

**Director**

**International Cooperation Office**

**/ signed electronically /**

**Warsaw, November 8, 2022**

**Terms of Reference ("ToR")**

**Specyfikacja Warunków Zamówienia ("SWZ")**

**Implementation of the continuation of the acceleration activity entitled "NCBR-NAP:  
NCBR-Nevada Acceleration Program"**

**Procedure No. 42/22/PN**

**Procedure for the award of the Order:**

**Unlimited tender**

**The Ordering Party expects that the Contractor will carefully read the content of this ToR. The contractor bears the risk of not providing all the required information and documents, and of submitting an offer that does not meet the requirements specified by the Ordering Party.**

**The Ordering Party informs that the provisions of documents drawn up in Polish shall prevail.**

## **I. INFORMATION ABOUT THE ORDERING PARTY**

1. The Ordering Party is:  
NATIONAL CENTRE FOR RESEARCH AND DEVELOPMENT  
ul. Chmielna 69  
00-801 Warsaw, Poland  
Ordering Party's website address: <https://www.gov.pl/web/ncbr/>  
E-mail address: [przetargi@ncbr.gov.pl](mailto:przetargi@ncbr.gov.pl)
2. Address of the website of the procedure and the website on which changes and explanations of the content of the ToR and other procurement documents directly related to the contract award procedure: <https://platformazakupowa.pl/pn/ncbr>
3. The person conducting the proceedings: Name Surname: Bartosz Tulibacki

## **II. Procedure for the award of the Order**

1. The procedure for granting the public procurement in question is conducted on the basis of the Act of September 11, 2019 - Public Procurement Law, i.e. (Journal of Laws of 2022, item 1710, as amended), hereinafter referred to as the "PPL Act" and implementing provisions, in particular the Regulation of the Minister of Development, Labor and Technology of 23 December 2020 on subjective evidence and other documents or statements that may be requested by the Ordering Party from the contractor (Journal of Laws of 2020, item 2415) - hereinafter also referred to as "CE" - and the Regulation of the Prime Minister of 30 December 2020 on the method of preparing and providing information and technical requirements for electronic documents and electronic means of communication in a public procurement procedure or a competition (Journal of Laws of 2020, item 2452) - hereinafter also referred to as "r.d.e." - in the open tender procedure.
2. The estimated value of the contract exceeds the amount specified in the announcement of the President of the Public Procurement Office issued pursuant to Art. 3 sec. 2 of the Public Procurement Law.
3. The Ordering Party provides for the application of the so-called reverse procedure referred to in Art. 139 sec. 1 of the Public Procurement Law, the Ordering Party will first examine and evaluate the offers, and then perform the subjective qualification of the Contractor whose offer has been rated the highest, in terms of the lack of grounds for exclusion and the fulfillment of the condition for participation in the procedure.

### **III. Communication between the Parties**

1. Communication between the Ordering Party and Contractors takes place by means of the Purchasing Platform, hereinafter referred to as the "Platform" at: <https://platformazakupowa.pl/pn/ncbr>
2. By joining the public procurement procedure, i.e. by registering or logging in free of charge if he has an account on the Platform, the Contractor accepts the terms of use of the Platform, specified in the Regulations posted on the website at <https://platformazakupowa.pl/strona/1> - regulations in the "Regulations" tab and considers them binding.
3. The Ordering Party specifies the necessary hardware and application requirements to enable work on the Platform, i.e. :
  - 3.1. permanent access to the Internet with a guaranteed bandwidth of not less than 512 KB / s;
  - 3.2. PC or MAC computer, with the following configuration: memory min. 2 GB RAM, processor with performance equivalent to Intel IV 2 GHz or its newer version, one of the operating systems - MS Windows 7, Mac Os x 10.4, Linux, or their newer versions;
  - 3.3. any web browser other than Internet Explorer installed;
  - 3.4. JavaScript enabled;
  - 3.5. Acrobat Reader or any other program that supports .pdf files installed.
  - 3.6. Encryption on the Platform is performed using the TLS 1.3 protocol.
4. Documents related to the procedure shall be posted by the Ordering Party on the Platform under the procedure posted.
5. The "Submit an offer" form is used for Contractors to submit the offer and documents or statements submitted together with the offer.
6. The contractor who intends to participate in the procedure must complete the offer submission form and upload all required attachments, click the "Go to summary" button and then click the "Submit offer" button.
7. The Ordering Party specifies the acceptable format of a qualified electronic signature as:
  - 7.1. documents in "pdf" format are recommended to be signed in PAdES format, it is allowed to sign documents in a format other than "pdf". In that case,
  - 7.2. an XAdES signature can be either surrounding or external. In the case of an external signature, it is required to send the signed document TOGETHER with a separate file with the signature. For the validity of an external signature, two files must be submitted jointly (a document and a file with the signature).
8. The contractor is obliged to read the current instructions and regulations. The Ordering Party recommends using a timestamp when signing documents.
9. The Contractor may ask the Ordering Party to explain the content of the ToR. In order to

communicate with the Ordering Party (with the exception of submitting an offer and documents or statements submitted together with the offer), the Contractor uses the command "Send a message to the Ordering Party" located under the procedure.

10. The Ordering Party is obliged to immediately provide explanations, within the time limits and on the terms specified in Art. 135 of the Public Procurement Law.
11. Extending the deadline for submitting offers does not affect the deadline for submitting an application for clarification of the content of the STCP.
12. The content of the questions without revealing the source of the inquiry together with explanations shall be made available by the Ordering Party on the website of the conducted procedure. In the event of discrepancies between the content of the STC and the content of the explanations and changes provided, the content of the information containing the later declaration of the Ordering Party should be adopted as binding.
13. The date of receipt of all correspondence with the Ordering Party, including submission of the offer and documents or statements submitted together with the offer, shall be the date of loading the correspondence on the Platform.
14. The Ordering Party recommends that correspondence be prepared in the following formats: .doc, .docx, .rtf, .pdf, .xls.
15. The Ordering Party informs that in case of any doubts related to the rules of using the Platform, the Contractor should contact the provider of the ICT solution. Purchasing Platform Customer Support Center: e-mail address: [cwk@opennexus.com](mailto:cwk@opennexus.com) or telephone number 22 101 02 02.

#### **IV. DESCRIPTION OF THE SUBJECT MATTER OF THE ORDER**

1. The subject of the contract is an acceleration action under the name: NCBR - Nevada Acceleration Program (hereinafter: NCBR-NAP), the aim of which is to combine innovative ecosystems of Poland and the State of Nevada through acceleration of young technology companies, selected in a competitive procedure (selection) and registered in Poland, on the American market, using institutions and related mentors from the State of Nevada. The expected result of the action will be to start cooperation between companies and institutions from Poland and Nevada in the broadly understood area of innovation, including commercialization of the offered technological solutions and supporting cooperative forms of research and development activities.
2. Order code according to the Common Procurement Vocabulary (CPV):
  - 80590000-6 - Seminar services;
  - 80510000-2 - Specialized training services;

- 39294100-0 - Information and promotional items;
- 79951000-5 - Services for the organization of seminars;
- 98340000-2 - Work environment services

3. A detailed description of the Subject of the Contract (SOPZ) is included in Appendix 1 to the ToR and constitutes its integral part.
4. The Ordering Party does not allow partial offers.
5. The Ordering Party does not allow the possibility of submitting variants.
6. The Ordering Party does not anticipate an electronic auction.
7. The Ordering Party does not provide for submitting an offer in the form of electronic catalogs.
8. The Ordering Party does not conduct the procedure to conclude a framework agreement.
9. As part of the contract, the Ordering Party does not provide for the application of the option right referred to in Art. 441 paragraph. 1 Pzp.
10. Whenever in the ToR and appendices therein, the subject matter of the contract is described with an indication of trademarks, patents or origin, source or specific process, as well as by means of standards, technical assessments, technical specifications and technical reference systems are deemed to be accompanied by the words "or equivalent". Any of the above the indications were referred to in order to specify the technical, utility, functional and quality parameters and requirements of the subject of the contract. The Ordering Party allows the submission of equivalent offers, provided that they guarantee the achievement of parameters not worse than those assumed in the ToR and appendices therein. The economic operator who refers to solutions equivalent to those described by the Ordering Party is obliged to prove that the solutions offered by him meet the requirements specified by the Ordering Party. In connection with the above, in the event of offering solutions equivalent to those specified in the ToR, the Contractor is obliged to provide the Ordering Party with a detailed description of the offered solutions. Failure to indicate in the offer equivalent solutions will be treated as a declaration of the application of the solutions listed in the ToR and appendices therein.

## **V. DATE OF PERFORMING THE ORDER**

The contractor is obliged to complete the subject of the contract: for a period of 11 (eleven) months, but no longer than until September 30, 2023.

## **VI. PARTICIPATION CONDITIONS**

1. Contractors who are not subject to exclusion on the terms set out in Chapter VII of the ToR, and who meet the conditions for participation in the procedure, may apply for the award of the contract.

2. Contractors who meet the conditions relating to:

### **2.1. ability to be present in trade:**

The Ordering Party does not impose any condition in the above scope.

### **2.2. the right to conduct a specific business or professional activity, as long as it results from separate regulations:**

The Ordering Party does not impose any condition in the above scope.

### **2.3. economic or financial situation:**

The Ordering Party does not impose any condition in the above scope.

### **2.4. technical or professional ability:**

The contractor will meet the professional capacity condition if it proves that it has or will have a team of people assigned to perform the contract that meets the following requirements: will have a minimum of 3 (three) and a maximum of 5 (five) mentors, of whom at least 3 (three) will be responsible for conducting meetings, workshops and individual consultations with startups (online meetings, 3 days of Bootcamp Warsaw and the acceleration part in the State of Nevada), aimed at developing knowledge in key areas of start-up development, international expansion, user experience, leadership, ways of searching for investors, marketing in social media, ways to enter the American market, improving MVP (Minimum Viable Product), adjusting a business idea to the specificity of the Nevada and American markets, market readiness, competitive analysis, business model strategies, company registration procedures and business conditions in the United States, tax and migration issues, drafting a Memorandum of Understanding (MoU) with potential investors, creating an investor presentation.

In addition, the mentors will possess well-established knowledge about the business specificity of the State of Nevada and the institutions involved in the acceleration process on the

American side and their offer constituting the actual acceleration process under the activity. Each of the mentors should meet the following requirements:

- a) experience in conducting training courses or seminars or workshops addressed to the Nevada and international start-up environment in the field of key areas for the development of start-up activities in the state of Nevada, with particular emphasis on international expansion;
- b) excellent knowledge of Nevada start-up industry;
- c) recognition among Nevada start-up environment;
- d) excellent knowledge of the above-mentioned topics;
- e) fluent command of the English language confirmed by professional experience in Nevada environment.

To confirm the fulfillment of the above-mentioned of this condition, the Contractors shall submit a list of persons, constituting Appendix No. 8 to the ToR.

### **3. Relying on the resources of other entities**

3.1 In order to confirm compliance with the conditions for participation in the procedure, the Contractor may, where appropriate and with regard to the contract or its part, rely on the technical or professional abilities or the financial or economic situation of other entities, regardless of the legal nature of their legal relations;

3.2. A contractor who relies on the abilities or situation of entities providing resources, submits, together with the offer, an obligation of the entity providing the resources to provide it with the necessary resources for the implementation of a given contract or another entity of evidence confirming that the Contractor, while performing the contract, will have the necessary resources of these entities.

3.3. The Ordering Party assesses whether the technical or professional skills, or their financial or economic situation, made available to the Contractor by the entities providing the resources, allow the Contractor to demonstrate compliance with the conditions for participation in the procedure, and also examines whether there are any grounds for exclusion from this entity, which have been provided for the Contractor. ;

3.4. With regard to the conditions of education, professional qualifications or experience, Contractors may rely on the abilities of resource providers if these entities perform the works or services for which these abilities are required;

3.5. The entity that undertook to make the resources available is jointly and severally liable with the Contractor, which relies on its financial or economic situation, for the damage incurred by the Ordering Party resulting from the failure to provide these resources, unless the entity is not at fault for the failure to provide the resources;

3.6. If the technical or professional abilities, economic or financial situation of the entity providing the resources do not confirm that the Contractor meets the conditions for participation in the procedure or there are grounds for exclusion against this entity, the Ordering Party demands that the Contractor replace this entity with another entity or entities, or demonstrate that within the time specified by the Ordering Party, that he independently meets the conditions for participation in the procedure;

3.7. The Contractor may not, after the expiry of the deadline for submitting requests to participate in the procedure or tenders, refer to the capabilities or the situation of entities providing resources, if at the stage of submitting applications for admission to the procedure or tenders it did not rely on the capacities or the situation of entities providing resources.

3.8. In order to assess whether the Contractor, relying on the capabilities or situation of other entities on the principles set out in paragraph 3.2. - 3.6. will have the necessary resources to the extent enabling the proper performance of the public contract and assess whether the relationship between the Contractor and these entities guarantees real access to their resources, as well as to demonstrate that there are no grounds for exclusion and compliance with these entities, to the extent that they refer to their resources, conditions for participation in the procedure, the Contractor:

3.8.1. submits, together with the offer, an undertaking by another entity to provide the Contractor's necessary resources or another subjective means of evidence confirming this circumstance,

3.8.2. submits at the request of the Ordering Party the Single European Procurement Document (ESPD / ESPD) for these entities, to the extent indicated in Part II, Section C, ESPD / ESPD (Information on relying on the capacity of other entities);

3.8.3. together with the offer, submit a declaration of the entity providing the resources regarding the conditions for exclusion under Art. 5K of Regulation 833/2014 and art. 7 sec. 1 of the Act on special solutions in the field of counteracting supporting aggression against Ukraine and serving the protection of national security, submitted pursuant to Art. 125 sec. 5 of the Public Procurement Law.

#### **4. Contractors jointly applying for the award of the contract:**

4.1. Contractors may jointly apply for a contract (in accordance with Article 58 of the Public Procurement Law), provided that an attorney is appointed to represent them in the procedure or to represent them in the procedure and conclude a contract on the public procurement in question.

4.2. The power of attorney or other document confirming the authorization to represent in the procedure or to represent in the procedure and conclude a contract on the subject public procurement should be submitted together with the offer in the form specified in Chapter VIII of the ToR.

4.3. In the case of Contractors jointly applying for the award of the contract, the Single European Procurement Document (ESPD / ESPD) is submitted by each of the Contractors jointly applying for the contract. This statement initially confirms that the conditions for participation in the procedure are met and there are no grounds for exclusion to the extent that each of the Contractors demonstrates that the conditions for participation in the procedure are met and there are no grounds for exclusion.

4.4. Statements and documents confirming the lack of grounds for exclusion from the procedure, including a declaration of belonging or not belonging to the same capital group, are submitted by each of the Contractors jointly applying for the contract.

4.5. Together with the offer, they submit a declaration of the Contractor, the Contractor jointly applying for the award of the contract regarding the grounds for exclusion under Art. 5k of regulation 833/2014 and article. 7 sec. 1 of the Act on special solutions in the field of counteracting supporting aggression against Ukraine and serving the protection of national security, submitted pursuant to Art. 125 sec. 1 of the Public Procurement Law.

## **VII. GROUNDS FOR EXCLUSION OF CONTRACTORS**

1. The Ordering Party, pursuant to Art. 108 sec. 1 of the Public Procurement Law will exclude from the procedure the Contractor, who:

1.1. is a natural person who has been legally convicted of a crime of:

1.1.1. participation in an organized criminal group or association aimed at committing a crime or a fiscal offense referred to in art. 258 of the Criminal Code,

1.1.2. trafficking in human beings, as referred to in art. 189a of the Criminal Code,

1.1.3. referred to in Art. 228-230a, art. 250a of the Criminal Code, in art. 46-48 of the Act of 25 June 2010 on sport (Journal of Laws of 2020, item 1133 and of 2021, items 2054 and 2142) or in art. 54 sec. 1-4 of the Act of 12 May 2011 on the reimbursement of drugs, foodstuffs for particular nutritional uses and medical devices (Journal of Laws of 2022, items 463, 583 and 974),

- 1.1.4. financing a terrorist offense referred to in art. 165a of the Criminal Code, or the crime of frustrating or obstructing the determination of the criminal origin of money or concealing its origin, as referred to in art. 299 of the Criminal Code,
- 1.1.5. of a terrorist nature, as referred to in art. 115 § 20 of the Criminal Code, or aimed at committing this crime,
- 1.1.6. entrusting the performance of work to a minor foreigner referred to in art. 9 sec. 2 of the Act of 15 June 2012 on the effects of entrusting work to foreigners residing in the territory of the Republic of Poland against the provisions (Journal of Laws of 2021, item 1745),
- 1.1.7. against the economic turnover referred to in art. 296-307 of the Criminal Code, the offense of fraud referred to in art. 286 of the Criminal Code, the crime against the credibility of the documents referred to in Art. 270 - 277d of the Criminal Code, or a tax offense,
- 1.1.8. referred to in Art. 9 sec. 1 and 3 or article. 10 of the Act of 15 June 2012 on the effects of entrusting work to foreigners residing in the territory of the Republic of Poland in violation of the provisions

- or for a relevant prohibited act specified in the provisions of foreign law;

1.2. if the incumbent member of its managing or supervisory body, a partner in a general partnership or a partnership, or a general partner in a limited partnership or limited joint-stock partnership or a proxy has been legally convicted of the crime referred to in point 1.1 .;

1.3. for whom a final court judgment or a final administrative decision was issued on arrears with the payment of taxes, fees or social or health insurance contributions, unless the Contractor prior to the deadline for submitting applications for admission to participate in the procedure or before the deadline for submitting bids made the payments due taxes, fees or social security or health insurance contributions with interest or fines, or has entered into a binding agreement on the repayment of these charges;

1.4. who has been legally prohibited from applying for public contracts;

1.5. if the Ordering Party can conclude, on the basis of credible premises, that the Contractor concluded an agreement with other Contractors aimed at distorting competition, in particular if belonging to the same capital group within the meaning of the Act of February 16, 2007 on competition and consumer protection, they submitted separate tenders, partial tenders or requests to participate in procedures, unless they can demonstrate that they have prepared these tenders or requests independently of each other;

1.6. if, in the cases referred to in Art. 85 sec. 1 of the Public Procurement Law, there was a distortion of competition resulting from the prior involvement of this Contractor or an entity that

belongs with the Contractor to the same capital group within the meaning of the Act of February 16, 2007 on competition and consumer protection, unless the resulting distortion of competition can be eliminated other than by excluding the Contractor from participation in the contract award procedure.

**2. The Ordering Party shall also exclude the Contractor from the procedure:**

**2.1. based on Article. 109 paragraph. 1 point 4 of the Public Procurement Law**, in relation to which liquidation has been opened, bankruptcy has been announced, the assets of which are managed by a liquidator or a court, entered into an arrangement with creditors whose business activity is suspended or is in another situation of this type resulting from a similar procedure provided for in the regulations of the place initiate this procedure.

**3. The procedure may be attended by Contractors who are not excluded from the procedure on the basis of:**

3.1. art. 5k of Council Regulation (EU) No. 833/2014 of 31 July 2014 on restrictive measures in view of Russia's actions destabilizing the situation in Ukraine (EU Official Journal No. L 229 of 31.7.2014, p. 1) and

3.2. art. 7 of the Act of April 13, 2022 on special solutions in the field of counteracting supporting aggression against Ukraine and serving the protection of national security (Journal of Laws of 2022, item 835)

- hereinafter referred to as "sanction provisions".

4. The contractor is not subject to exclusion in the circumstances specified in Art. 108 sec. 1 items 1, 2 and 5 of the Public Procurement Law or art. 109 paragraph. 1 items 4, 5 and 8 of the Public Procurement Law, if he proves to the Ordering Party that he has met the conditions specified in Art. 110 sec. 2 of the Public Procurement Law.

5. The Ordering Party will assess whether the activities undertaken by the Economic Operator, referred to in Art. 110 sec. 2 of the Public Procurement Law, are sufficient to demonstrate its reliability, taking into account the importance and special circumstances of the Contractor's act. If the actions taken by the Contractor are not sufficient to demonstrate its reliability, the Ordering Party excludes the Contractor.

6. The contractor may be excluded by the Ordering Party at any stage of the contract award procedure.

## **VIII. FORM OF SUBMITTING DOCUMENTS AND STATEMENTS**

1. The method of preparing electronic documents, statements or electronic copies of documents or statements must comply with the requirements set out in Regulation r.d.e. and the Regulation r.ś.p.d.
2. The offers and statements of ESPD should be submitted in electronic form (bearing a qualified electronic signature) under pain of nullity.
3. Offers, statements of ESPD, subjective means of proof, including the declaration referred to in Art. 117 paragraph. 4 of the Public Procurement Law and the obligation of the entity providing the resources, the evidence in question, the power of attorney, are prepared in electronic form, in the data formats specified in the regulations issued on the basis of Art. 18 of the Act of February 17, 2005 on the computerization of the activities of entities performing public tasks, taking into account the type of data transferred. Information, statements or documents other than those specified in sec. 3, provided in the proceedings, shall be made in electronic form, in the data formats specified in the regulations issued on the basis of art. 18 of the Act of February 17, 2005 on the computerization of the activities of entities performing public tasks or as a text entered directly into the message communicated using the means of electronic communication referred to in the ToR.
4. In the event that the subjective means of proof, the said means of proof, including the declaration referred to in Art. 117 paragraph. 4 of the Public Procurement Law, other documents or documents confirming the authorization to represent the Contractor, Contractors jointly applying for the award of a public contract or an entity providing resources:
  - 4.1. have been issued by authorized entities other than the Contractor, the Contractor jointly applying for the contract, the entity providing resources as an electronic document - this document is submitted;
  - 4.2. A contractor jointly applying for the contract award, an entity providing resources as a paper document - a digital representation of this document is provided, bearing a qualified electronic signature, confirming the compliance of the digital representation with the paper document.

**IX. DECLARATIONS AND DOCUMENTS TO BE SUBMITTED BY CONTRACTORS IN ORDER TO DEMONSTRATE THE FAILURE OF GROUNDS FOR EXCLUSION AND CONFIRMATION OF FULFILLMENT OF THE CONDITIONS FOR PARTICIPATION IN THE PROCEDURE**

1. The contractor will be obliged to submit a Single European Procurement Document to confirm that the conditions for participation in the procedure have been met and that there are no grounds for exclusion referred to in Chapter VI of the ToR. The Contractor shall submit the said declaration in the form of the Single European Procurement Document (ESPD), constituting Annex 2 to the Commission Implementing Regulation (EU) 2016/7 of 5 January 2016 establishing the standard form of the Single European Procurement Document.
1. Taking into account that in the conducted procedure, the Ordering Party provided for the application of the procedure referred to in Art. 139 sec. 1 of the Public Procurement Law, in accordance with the information contained in Chapter II, point 3, the ESPD document will be submitted only by the Contractor, whose offer will be awarded the highest, within the deadline set by the Ordering Party. The Contractor may use the ESPD submitted in a separate procurement procedure, if he confirms that the information contained therein remains correct.
2. The Ordering Party informs that the instructions for filling in the ESPD and the editable version of the ESPD form can be found at: <https://www.uzp.gov.pl/baza-wiedzy/prawo-zamowien-publicznych-regulacje/prawo-krajowe/jednolity-europejski-dokument-zamowienia> The Ordering Party recommends filling in ESPD via the website available at: <https://espd.uzp.gov.pl/> For this purpose, the Single European Order Document (ESPD) prepared by the Contractor in the \* .xml format should be imported to the above-mentioned website and, following the instructions provided there, complete the model of the electronic ESPD form, subject to the following comments:
  - 2.1. Part II of Section D ESPD (Information on Subcontractors whose capacity the Contractor does not rely on) The Contractor declares whether he intends to subcontract any part of the contract to third parties (if the answer is affirmative, he also provides, if known, the list of proposed Subcontractors) , while the Contractor is not obliged to present, for these Subcontractors, separate ESPD, containing the information required in Part II, Sections A and B, and in Part III;
  - 2.2. in Part IV, the Ordering Party only requests a general declaration regarding all selection criteria (section  $\alpha$ ), without completing individual Sections A, B, C and D;
  - 2.3. Part V (Limit on Number of Eligible Candidates) should be left blank.

- 3. The Ordering Party, before selecting the best offer, calls on the Contractor whose offer has received the highest score to submit, within the prescribed period, not shorter than 10 days, valid as of the date of submission of the subjective evidence:**
- 3.1. the Contractor's declaration, in terms of Art. 108 sec. 1 point 5 of the Public Procurement Law, on not belonging to the same capital group, within the meaning of the Act of February 16, 2007 on competition and consumer protection. In the case of belonging to the same capital group, the Contractor, together with the declaration of membership, shall submit documents or information confirming the preparation of a partial offer, regardless of another Contractor belonging to the same capital group;
  - 3.2. Information from the National Criminal Register regarding the grounds for exclusion referred to in Art. 108 sec. 1 items 1, 2 and 4 of the Public Procurement Law, drawn up not earlier than 6 months before its submission;
  - 3.3. an excerpt or information from the National Court Register or from the Central Register and Information on Economic Activity, to the extent specified in art. 109 paragraph. 1 point 4 of the Public Procurement Law, drawn up not earlier than 3 months before their submission, if separate provisions require an entry in the register or records.
  - 3.4. the Contractor's declaration on not being subject to exclusion and meeting the conditions for participation in the procedure referred to in Art. 125 sec. 1 of the Public Procurement Law (in the form of the Single European Procurement Document (ESPD) constituting Annex 2 to the Commission Implementing Regulation (EU) 2016/7 of January 5, 2016 establishing a standard form for a single European procurement document.
  - 3.5. statements of the Contractor, Contractor jointly applying for the award of the contract on the timeliness of the information contained in the statement on the grounds for exclusion from Art. 5K of Regulation 833/2014 and art. 7 sec. 1 of the Act on special solutions in the field of counteracting supporting aggression against Ukraine and serving the protection of national security;
4. If the Contractor has his seat or place of residence outside the territory of the Republic of Poland, instead of the document referred to in point 3.2. of this chapter, the ToR consists of information from an appropriate register, such as a court register, or, in the absence of such a register, another equivalent document issued by a competent judicial or administrative authority of the country in which the Contractor has its seat or place of residence - issued not earlier than 6 months before its submission.
5. If the Contractor has his seat or place of residence outside the territory of the Republic of Poland, instead of the document referred to in point 3.3. of this chapter of the ToR, submits a document or documents issued in the country where the Contractor has its seat or place of residence, confirming that its liquidation has not been opened, bankruptcy has not been announced, its assets are not managed by a liquidator or court, has not entered into an

arrangement with creditors, its business activity it is not suspended or is not in any other such situation arising from a similar procedure under the law of the place of initiation of that procedure. The document should be issued not earlier than 3 months before its submission.

6. If, in the country where the Contractor has his seat or place of residence, the document referred to in point 4 of this chapter of the ToR is not issued, or if this document does not refer to all the cases referred to in Art. 108 sec. 1 points 1, 2 and 4, art. 109 paragraph. 1 point 4 of the Public Procurement Law, they are replaced, respectively, in whole or in part with a document containing, respectively, the Contractor's statement, indicating the person or persons authorized to represent him, or a statement of the person to whom the document was to refer, made under oath, or, if in the country, in which the Contractor has its seat or place of residence, there are no provisions on the declaration under oath, submitted to a judicial or administrative authority, notary public, body of professional or economic self-government, competent for the seat or place of residence of the Contractor. The requirements regarding the date of issuing the document or declaration are the same as in points 4 and 5 of this chapter of the ToR.
7. The Ordering Party does not call for the submission of subjective evidence, if it can obtain them using free and generally available databases, in particular public registers within the meaning of the Act of February 17, 2005 on computerization of the activities of entities performing public tasks (Journal of Laws of 2021, item 670, as amended), provided that the Contractor has indicated in the ESPD data enabling access to these measures, and also when the subjective evidence is a statement, the content of which corresponds to the scope of the statement referred to in Art. 125 sec. 1 of the Public Procurement Law. The Contractor is not obliged to submit the subjective evidence that the Ordering Party has, if the Contractor indicates these measures and confirms their correctness and validity.
8. Along with the call referred to in point 3, the Ordering Party will provide the Contractor with model statements.
9. If the Contractors present documents or statements in which any amounts have been given in foreign currencies, the Ordering Party shall convert these amounts into PLN according to the average exchange rate of the National Bank of Poland in force on the date of publication of the contract notice in the Official Journal of the European Union.

#### X. **DESCRIPTION OF HOW TO PREPARE THE OFFER**

1. The Contractor submits an offer via the Platform.
2. The offer is made in Polish on the Offer Form - in accordance with Annex 2 to the ToR. The Ordering Party also allows the submission of declarations, offers and other documents in English. The Ordering Party recommends drawing up attachments in English on the templates attached to the ToR. The content of the offer must correspond to the content of

the ToR. The contractor may submit an offer on its own forms, whose content must be consistent with the forms attached to the ToR. The content of the offer must correspond to the content of the ToR. The contractor may submit an offer on its own forms, the content of which must be consistent with the forms attached to the ToR.

3. The contractor has the right to submit only one offer. Submitting a larger number will result in rejection of all offers submitted by a given Contractor.
4. The following documents and declarations should be attached to the electronic offer, each of them duly signed in accordance with Section VIII of the ToR:
  - 4.1. a document confirming the authorization to sign the offer and to sign or certify the compliance with the original of the submitted documents or statements. If separate regulations require an entry in the register or records, the relevant document is an excerpt or information from the National Court Register or from the Central Register and Information on Economic Activity or from another relevant register or a document on the basis of which an entry is made to the relevant register or records, e.g. resolution of the competent authority of the Contractor;
  - 4.2. a power of attorney or other document confirming the authorization to represent the Contractor, if the offer or the accompanying documents or statements are signed or certified as true to the original by a person whose authorization to represent the Contractor does not result from the documents referred to in point 4.1. of this chapter of the ToR. Along with the power of attorney, the document referred to in point 4.1 must be submitted;
  - 4.3. The concept of start-ups acceleration activity
  - 4.4. List of persons who will participate in the performance of the contract, in particular those responsible for the provision of services, along with information on their professional qualifications, experience necessary to perform the contract, as well as the scope of activities performed by them, and information on the basis for disposing of these persons. For possible use in the preparation of this document, Annex 8 to the ToR is provided.
  - 4.5. obligation of the entity to put at the disposal of the Contractor the necessary resources for the performance of the contract - if the Contractor relies on the capabilities of the entity providing the resources on the principles set out in Art. 118 of the Public Procurement Law - proof that the Contractor will have the necessary resources of this entity while executing the contract;

- 4.6. the declaration referred to in Art. 117 paragraph. 4 of the Public Procurement Law - if the Contractors jointly applying for the award of a public contract rely on the abilities of those contractors who provide services for which the abilities are required, in accordance with Annex 4 to the ToR;
- 4.7. justification that the proprietary information constitutes a trade secret within the meaning of Art. 11 sec. 4 of the Act on Combating Unfair Competition (if applicable);
- 4.8. statement of the Contractor, Contractor jointly applying for the award of the contract regarding the grounds for exclusion under Art. 5k of regulation 833/2014 and article. 7 sec. 1 of the Act on special solutions for counteracting aggression against Ukraine and for the protection of national security in accordance with Annex 5 to the ToR;
- 4.9. declaration of the entity providing the resources on the grounds for exclusion under Art. 5k of regulation 833/2014 and article. 7 sec. 1 of the Act on special solutions for counteracting aggression against Ukraine and serving to protect national security in accordance with Annex 6 to the ToR (if applicable).
5. The economic operator may not reserve the information referred to in Art. 222 paragraph. 5 of the Public Procurement Law.
6. In the event of stipulating information constituting a business secret, the Contractor is obliged to exclude this information into a separate file and use the command "Attachment constituting a business secret".
7. If the Contractor, along with the provision of information, does not reserve and does not prove that the restricted information is a business secret, the Ordering Party shall treat it as public.
8. The reservation of information that does not constitute a trade secret within the meaning of the Act on Combating Unfair Competition will be considered ineffective and will result in, pursuant to the resolution of the Supreme Court of October 21, 2005 (reference number III CZP 74/05), the prohibition of disclosure of proprietary information.

## **XI. DEPOSIT**

The Ordering Party does not require a deposit.

## **XII. OFFER BINDING DATE**

1. The contractor remains bound by the submitted offer from the date of the tender submission deadline, the first day of the tender validity date being the day on which the tender submission deadline expires for a period of 90 days, i.e. until 8 march of the year 2023
2. In the event that the selection of the best offer does not take place before the expiry of the tender binding period referred to in point 1, the Ordering Party, before the expiry of the tender binding period, will ask the Contractors once for consent to extend this period by the period indicated by him, not longer than 60 days.
3. The extension of the bid validity period referred to in point 2 requires the Contractor to submit a written declaration of consent to the extension of the bid validity period.
4. In the event that the Ordering Party requests a tender guarantee, the extension of the tender validity period referred to in point 2 shall take place along with the extension of the tender guarantee validity period or, if this is not possible, with a new tender guarantee for the extended tender validity period

## **XIII. PLACE AND DATE OF SUBMISSION AND OPENING OF OFFERS**

1. The offer and documents or declarations submitted together with the offer must be submitted via the Platform, by 09/12/2022 by 10:00 Central European Time (CET)
2. Instructions for submitting an offer, the evidence in question and documents or statements submitted together with the offer - are available on the Purchasing Platform website at: <https://platformazakupowa.pl/strona/45-instrukcje>
3. In order to submit the offer, the evidence in question, and the documents or statements submitted together with the offer, the Contractor chooses the "SUBMIT AN OFFER" command available under the Proceedings placed by the Ordering Party. The Ordering Party recommends that individual files be labeled with a name that enables their identification, e.g. "offer", "power of attorney", etc.
4. Business secret files must meet the requirements of Chapter X of the ToR.
5. The contractor may introduce changes or withdraw the submitted offer before the deadline for submission of tenders. The method of changing and withdrawing the offer has been described in the User Manual available at <https://platformazakupowa.pl/strona/45-instrukcje>  
In the event of a change in the offer (without its withdrawal), it is recommended that the added file be named "offer change". After the deadline for submitting tenders, the contractor may not effectively change or withdraw the tender submitted.
6. Not later than before the opening of tenders, information on the amount intended to finance the contract shall be made available on the website of the procedure.\

7. The opening of offers, via the Platform, will take place on 09/12/2022 at 11:00 Central European Time (CET), in accordance with Art. 222 of the Public Procurement Law.
8. Contractors bear all costs related to the preparation and submission of the offer.
9. The Ordering Party shall not be liable for the consequences of failure to comply with any of the requirements set out above, in particular those specified in Chapter X, point 7 of the ToR.

#### **XIV. CRITERIA AND WAY OF ASSESSING THE OFFERS**

1. Valid bids, i.e. bids that cannot be rejected, will be evaluated.
2. Offers will be assessed on the basis of the following criteria:

<b>No.</b>	<b>Criterion name</b>	<b>Weight</b>
1	Gross price of the offer	60%
2	Activity concept evaluation	40%

The Ordering Party will evaluate the offers by awarding points as part of the offer evaluation criterion, assuming the principle that 1% = 1 point.

##### **1.1. Criterion I: Price (C) – criterion weight 60%**

The maximum number of points that can be obtained in this criterion is **60**

The offer with the best (lowest) gross price will receive 60 points. The remaining prices calculated for the examined offers will be compared with the offer with the best (lowest) gross price, using the following formula:

Where:

$$C = \frac{C_n}{C} \times 60 \text{ points}$$

**C** – means the result of the evaluation of the examined offer in terms of the price criterion,

**C<sub>n</sub>** – means gross price of best offer (lowest priced),

**C** – means gross price of the offer assessed.

The points in the "Gross price of the offer" criterion will be rounded to two decimal places.

##### **2.1. Criterion II „Activity concept evaluation” „O” – criterion weight 40%**

Under this criterion, the concept of the acceleration activity will be assessed. The concept cannot be supplemented.

In order to receive the maximum number of points (40 points), the Contractor should present the concept of acceleration activities of start-ups, taking into account the specificity, level of market readiness and the needs of the start-up industry. As part of the concept, the Contractor will present a program of meetings, workshops and individual consultations for participants of the activity consisting of 2 remote meetings to select start-ups for the next stage of operation, 4 remote Nevada Online sessions to prepare for Bootcamp Warsaw and Bootcamp Warsaw in the best possible way, i.e. a 3-day pre-acceleration cycle aimed at selecting and preparing start-ups to participate in a weekly acceleration in the state of Nevada (United States). In addition, the Contractor will present a plan and concept for a weekly acceleration process in Nevada. The concept of selection sessions, Nevada Online, Bootcamp Warsaw and weekly acceleration in Nevada must be consistent with the subject, assumptions and schedule specified in the SOPZ.

The concept of the activity will be assessed on the basis of the following elements (criteria): the program of selection sessions, Nevada Online sessions, as well as meetings, workshops and individual consultations for participants of the activity making up Bootcamp Warsaw and weekly acceleration in Nevada, taking into account the Ordering Party's guidelines specified in the Description Of the Subject of the Order (0-40 points).

Points will be awarded according to the following scale:

- 0 points - concept described in an insufficient or incomplete manner, formulated in a too general manner, without sufficient development, concept indicating a lack of understanding of the subject of the contract on the part of the Contractor,
- 20 points - the proposed concept is sufficiently accurate, of an acceptable scope, described in an accessible manner, indicating a sufficient understanding of the subject of the contract on the part of the Contractor,
- 40 points - the proposed concept is fully accurate, described in an exhaustive and detailed manner, fitting into the idea of the activity, indicating a very good understanding of the subject of the contract on the part of the Contractor.

3. After the above-mentioned evaluation of the offers, individual offers receive the number of points calculated according to the following formula:

$$S = C + O$$

Where:

S - means the sum of points awarded to the evaluated offer;

C - means the number of points awarded to the evaluated offer under the criterion "Gross price of the offer";

O - means the number of points awarded to the evaluated offer under the criterion "Assessment of the concept of action";

The offer with the highest number of points will be considered the most advantageous offer.

An offer can be awarded a maximum of 100 points.

Calculations will be made with accuracy to two decimal places.

4. The Ordering Party will reject the offer in the situations referred to in Art. 226 paragraph. 1 Public Procurement Law

#### **XV. PRICE CALCULATION METHOD**

1. In the Tender Form, constituting Annex 2, please provide the net value for the implementation of the entire order, to which, for the purpose of evaluating offers, add the amount of VAT calculated according to the appropriate rate, the sum of which will be the gross price (including VAT) for execution of the entire order.
2. The offer price should be expressed in Polish zlotys (PLN), with a precision of two decimal places, in accordance with the Act of July 7, 1994 on the denomination of the zloty (Journal of Laws of 1994, No. 84, item 386) as amended) and determined in accordance with the Act of May 9, 2014 on informing about prices of goods and services (consolidated text: Journal of Laws of 2019, item 178).
3. If the offer is submitted in a currency other than PLN, the Ordering Party will convert the value into PLN according to the average exchange rate of the National Bank of Poland in force on the day of submitting the offers, and if the exchange rate of this currency was not published on that day - according to the last average exchange rate of the National Bank of Poland prior to the date of the offer .
4. The value of the VAT rate results from the provisions of the Act of March 11, 2004 on tax on goods and services (consolidated text: Journal of Laws of 2021, item 685, as amended).
5. The offer price should include all costs and components necessary to complete the entire subject of the contract in the scope covered by the Draft provisions of the contract.
6. The price given by the Contractor will not be changed in the course of the contract and will not be subject to indexation.
7. The Ordering Party envisages the possibility of settlements with the Contractor in a currency other than Polish zloty.
8. In the event of a discrepancy between a flat-rate price given in figures and in words, the flat-rate price in words will be used as the correct value.

9. If an offer is submitted in the procedure, the selection of which would lead to the creation of a tax obligation for the Ordering Party in accordance with the provisions on tax on goods and services, the Ordering Party, in order to evaluate such an offer, will add VAT to the price presented therein, which would be required to settle in accordance with these regulations. In this case, the Contractor, when submitting an offer, is obliged to inform the Ordering Party that the selection of his offer will lead to the creation of a tax obligation for the Ordering Party, indicating the name (type) of goods or services, the delivery or performance of which will lead to its creation, and indicating their value without tax amount.
10. The Tender Form template has been developed with the assumption that the selection of the offer will not result in the Ordering Party being liable for VAT. In the event that the Contractor is obliged to submit a statement on the emergence of a tax obligation with the Ordering Party, he should modify the content of the form accordingly.

#### **XVI. PERFORMANCE BOND**

The Ordering Party does not require a performance bond in the proceedings in question.

#### **XVII. FORMALITIES NECESSARY TO CONCLUDE THE CONTRACT**

1. The Ordering Party will conclude a public procurement contract with the Contractor whose offer will be considered the most advantageous, within the time limits specified in Art. 264 of the Public Procurement Law
2. The Contractor, whose offer is considered the most advantageous, will be required, prior to signing the contract, to provide a performance bond (if required) in the amount and form specified in Section XVI of the ToR;
3. If the tender of the Contractors acting jointly is selected, the Ordering Party may request, before concluding the public procurement contract, a copy of the contract governing the cooperation of these Contractors.
4. If the Contractor whose offer has been selected as the most advantageous, it refrains from concluding a public procurement contract. The Ordering Party may re-examine and evaluate the offers from among the offers remaining in the Contractors' procedure or cancel the procedure.
5. The Ordering Party requires the Contractor to provide the names (companies) or names and surnames of the subcontractors, if they are already known.
6. The Ordering Party, before concluding the contract for entrusting the processing of personal data, will call the Contractor to submit the verification sheet of the entity processing personal data
7. The Ordering Party, before concluding the contract for entrusting the processing of personal data, will call the Contractor to submit the verification sheet of the entity processing personal data - constituting Annex No. 7 to the ToR

## **XVIII. CONTRACT**

1. The contract will be concluded in accordance with the Draft provisions of the contract constituting Appendix No. 3 to the ToR.
2. The Contractor accepts the content of the Draft provisions of the contract with the statement contained in the content of the Offer Form. The provisions of the contract are not subject to change by the Contractor. Acceptance by the Contractor of the provisions of the contract is one of the requirements for the validity of the offer.
3. Pursuant to Art. 454 of the Act and 455 sec. 1 of the Public Procurement Law, the Ordering Party provides for the possibility of making changes to the provisions of the concluded contract in relation to the content of the offer, on the basis of which the Contractor was selected in the cases specified in Annex 3 to the ToR.

## **XIX. LEGAL PROTECTION MEASURES**

1. The Contractor, as well as another entity, if he has or had an interest in obtaining the contract and has suffered or may suffer damage as a result of the Ordering Party's breach of the provisions of the Public Procurement Law, are entitled to legal remedies provided for in Section IX of the Public Procurement Law.
2. The legal protection measures referred to in point 1 above are:
  - 2.1. appeal,
  - 2.2. complaint to the court.
3. Issues relating to the appeal are regulated in Art. 513-578 of the Public Procurement Law.
4. The ruling of the National Appeals Chamber and the decision of the President of the Chamber referred to in Art. 519 paragraph. 1 of the Public Procurement Law, the parties and participants of the appeal procedure are entitled to a complaint to the court. Complaints to the court are regulated in Art. 579-590 of the Public Procurement Law.

## **XX. INFORMATION ON PERSONAL DATA PROCESSING**

Pursuant to Art. 13 sec. 1 and 2 and 14 sec. 1 and 2 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC (general regulation on data protection) (Journal of Laws UE L 119 of 04.05.2016, p. 1), hereinafter referred to as "GDPR", we provide the following information:

- the administrator of your personal data is the National Center for Research and Development, ul. Chmielna 69, 00-801 Warsaw (hereinafter NCBR);
- in matters related to your data, please contact the Data Protection Officer, contact in writing by traditional mail to the address: ul. Chmielna 69, 00-801 Warszawa, or by e-mail to the following e-mail address: [iod@ncbr.gov.pl](mailto:iod@ncbr.gov.pl);
- Your personal data will be processed on the basis of Art. 6 sec. 1 lit. c of the GDPR in order to conduct a public contract for Implementation of the continuation of the acceleration activity entitled "NCBR-NAP: NCBR-Nevada Acceleration Program", granted in the form of an open tender pursuant to art. 132 of the Public Procurement Law;
- your personal data has been obtained from the entity that responded to the notice on the public procurement procedure indicated above;

- NCBR will process your data in the field of contact details, information on employment, academic degrees and other in the scope specified by the entity submitting the offer in response to the public procurement announcement;
- the recipients of your personal data will be persons or entities to whom the documentation of the procedure will be made available pursuant to Art. 18 and art. 74 of the Public Procurement Law;
  - Your personal data will be stored in accordance with Art. 78 sec. 1 and 4 of the Public Procurement Law, for a period of 4 years from the date of completion of the contract award procedure, and if the duration of the contract exceeds 4 years, the storage period covers the entire duration of the contract, and then for archival purposes for a period in accordance with the NCBR office instructions and the Uniform Material Record List;
  - the obligation to provide your personal data directly concerning you is a statutory requirement specified in the provisions of the Public Procurement Law, related to participation in the public procurement procedure; the consequences of not providing specific data result from the PPL Act;
  - in relation to your personal data, decisions will not be made in an automated manner, in accordance with art. 22 GDPR;
  - you have the right in relation to the NCBR to: request access to your personal data, rectification, deletion or limitation of processing. In the matter of exercising your rights, you can contact the data protection officer at the contact details indicated above;
  - if you exercise your right to rectify or supplement, as referred to in Art. 16 of Regulation 2016/679, may not result in a change in the result of the contract award procedure or a change in the provisions of a public procurement contract to the extent inconsistent with the Act;
  - in the contract award procedure, notification of a request to limit the processing referred to in Art. 18 sec. 1 of Regulation 2016/679, does not limit the processing of personal data until the end of this procedure;
  - you have the right to lodge a complaint with the President of the Personal Data Protection Office or with another supervisory authority, in particular in the Member State of your habitual residence, place of work or place of the alleged infringement;
  - your personal data will not be transferred to a third country;

2. At the same time, the Ordering Party reminds you of your information obligation under Art. 14 of the GDPR in relation to natural persons whose data will be provided to the Ordering Party in connection with the proceedings and which the Ordering Party indirectly obtains from the contractor participating in the procedure, unless at least one of the

exclusions referred to in Art. 14 sec. 5 GDPR.

## **XXI. APPENDICES to the ToR**

The following appendices constitute an integral part of this ToR:

Appendix No. 1 - Detailed description of the subject of the contract (SOPZ);

Appendix No. 2 - Offer form;

Appendix No. 3 - Draft provisions of the contract;

Appendix No. 4 - The declaration referred to in Art. 117 paragraph. 4;

Appendix No. 5 - Statements of the contractor / contractor jointly applying for the award of the contract regarding the grounds for exclusion from Art. 5K of Regulation 833/2014 and art. 7 sec. 1 of the Act on special solutions in the field of counteracting supporting aggression against Ukraine and serving the protection of national security, submitted pursuant to Art. 125 sec. 1 of the Public Procurement Law;

Appendix No. 6 - Declaration of the entity providing resources regarding the exclusion grounds under Art. 5K of Regulation 833/2014 and art. 7 sec. 1 of the Act on special solutions in the field of counteracting supporting aggression against Ukraine and serving the protection of national security, submitted pursuant to Art. 125 sec. 5 of the Public Procurement Law;

Appendix No. 7 - Verification sheet of the entity processing personal data.

Appendix No. 8 - List of people

***Appendix No. 1 to the ToR***

**Detailed description of the Subject of the Agreement**  
***/separate file/***

**OFFER FORM**

**for the National Center for Research and Development, based in Warsaw, ul. Chmielna 69, 00-801 Warsaw, Poland**

**Contractor:**

I/we<sup>1</sup> the undersigned:

.....

(name, surname, position / basis for representation)

acting for and on behalf of:

.....

(full name of the Contractor / Contractors in the case of contractors jointly applying for the contract)

Address: .....

Country .....

REGON .....

NIP: .....

TEL. ....

*e-mail address: ..... (to which the Ordering Party is to send correspondence)*

*Please specify the type of Contractor.*

- microenterprise
- small enterprise
- medium-sized enterprise
- sole proprietorship
- natural person not conducting business activity
- other

*When applying for a public contract for Implementation of the continuation of the acceleration activity entitled "NCBR-NAP: NCBR-Nevada Acceleration Program" we submit an offer for the performance of the subject of the contract to the extent specified in the Terms of Reference and its appendices on the following terms:*

**1. The total price offered for the implementation of the subject of the contract is:**

**Net value (excluding VAT): ..... net**

**(in words: [..... ..]) net,**

Gross price (including VAT): the amount of ..... gross

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<sup>1</sup>Delete as appropriate

(in words: [.....]) gross,

Including:

- Costs of mentors' work consisting in the preparation and conducting of mentoring meetings in stationary and remote mode, participation in the substantive evaluation of participants in the activity, preparation of the concept and conducting pre-acceleration and acceleration -.....
- Mentors' travel and accommodation costs -.....
- Costs related to the movement of mentors in Poland and Nevada, all kinds of local fees, organization of meetings with American companies in Nevada -.....

2. The price indicated in point 1 includes the costs borne by the Ordering Party for the benefit of the Contractor in connection with the performance of the contract in the event of choosing our offer.

3. WE DECLARE that we will execute the order within the time limit required by the Ordering Party, indicated in the ToR and in the Draft Agreement Provisions.

4. WE DECLARE that we have read the ToR and we accept it and meet all the conditions contained therein.

5. WE DECLARE that we are bound by this offer within the period specified in the ToR and the Contract Notice.

6. WE DECLARE that we have read the Draft Agreement Provisions, set out in Annex 3 to the Terms of Reference and we accept them without reservations and we undertake - in the event of choosing our offer - to conclude the contract on the terms specified therein, at the place and time specified by the Ordering Party.

7. WE DECLARE that we have fulfilled the information obligations provided for in Art. 13 or article 14 GDPR<sup>2</sup> to natural persons from whom we have obtained personal data directly or indirectly in order to apply for a public contract in this procedure.<sup>3</sup>

8. We will fulfill, in accordance with Art. 13 or article 14 GDPR<sup>2</sup>, information obligations towards natural persons from whom we will obtain personal data directly or indirectly in order to apply for a public contract at a further stage of this procedure or contract performance (provided that our offer is selected as the most advantageous in this procedure).

9. If the implementation of the order in question involves entrusting us with the processing of personal data, we will process them in accordance with applicable regulations throughout the entire duration of the order, in particular, we will meet all obligations imposed on the processor by the provisions of the GDPR. At the same time, we guarantee a high level of security of the data entrusted to us, using appropriate technical and organizational measures, in accordance with art. 32 GDPR. We also undertake to cooperate with the National Center for Research and Development in the implementation of its obligations regarding the protection of personal data, resulting from applicable law.

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<sup>2</sup> Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC (General Data Protection Regulation) (Journal of Laws UE L 119 of 04.05.2016, p. 1).

<sup>3</sup>in the event that the Contractor does not provide personal data other than directly concerning him or there is an exclusion from the application of the information obligation, pursuant to Art. 13 sec. 4 or article. 14 sec. 5 GDPR, the Contractor does not submit a declaration (the content of the declaration is deleted, e.g. by deleting it).

10. Along with the offer, WE SUBMIT the following statements and documents:

a. ....

b. ....

....., On .....

.....

First name and last name

/ signed electronically /

**Appendix no 3. to the ToR**

***Designed contract provisions***

***/separate file/***

**Contractors jointly applying for the award of the contract:**

.....

.....

**(full name / company, address, depending on the entity:  
NIP / PESEL, KRS / CEiDG)**

**STATEMENT**

**CONTRACTORS JOINTLY APPLYING FOR A CONTRACT**

**submitted on the basis of art. 117 paragraph. 4 of the Act of September 11, 2019, the  
Public Procurement Law**

**CONCERNING THE IMPLEMENTATION OF THE SUBJECT OF THE CONTRACT BY  
INDIVIDUAL CONTRACTORS**

**For the purposes of the public procurement procedure entitled: ..... ..  
conducted by the National Center for Research and Development in Warsaw, I declare  
that the following construction works / services / deliveries \* will be performed by  
individual Contractors jointly applying for contract award:**

**Contractor (name): \_\_\_\_\_ will perform: \_\_\_\_\_ \***

**Contractor (name): \_\_\_\_\_ will perform: \_\_\_\_\_ \***

.....

**(electronic signature)**

**\* in accordance with the scope of demonstrating compliance with the conditions for  
participation in the procedure by individual Contractor**

**Appendix no. 5 to the ToR**

**The Contractor:**

.....  
**(full name / company, address, depending on  
entity: NIP / PESEL, KRS / CEiDG)  
represented by:**

.....  
**(name, surname, position / basis for representation)**

**STATEMENT**

**CONTRACTORS / CONTRACTORS JOINTLY APPLYING FOR A CONTRACT RELATING  
TO NO GROUNDS FOR EXCLUSION**

**submitted on the basis of art. 125 sec. 1 of the Act of September 11, 2019.**

**Public Procurement Law (hereinafter referred to as: the PPL Act)**

**For the purposes of the public procurement procedure for Implementation of the continuation of the acceleration activity entitled "NCBR-NAP: NCBR-Nevada Acceleration Program", Conducted by the National Center for Research and Development (NCBR), based in Warsaw (00-801), at ul. Chmielna 69 (NIP: 701-007-37-77, REGON: 141032404), I declare as follows:**

1. I declare that I am not subject to exclusion from the procedure pursuant to Art. 5k<sup>4</sup> Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine (EU Official Journal No. L 229 of 31.7.2014, p. 1), as amended Council Regulation (EU) 2022/576 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine (EU Official Journal No. L 111 of 8.4.2022, p. 1),
2. I declare that I am not subject to exclusion from the procedure pursuant to Art. 7 sec. 1 of the Act of April 13, 2022 on special solutions in the field of counteracting supporting

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<sup>4</sup> Pursuant to Art. 5k paragraph. 1 of Regulation 833/2014 as amended by Regulation 2022/576, it is prohibited to award or continue to perform any public procurement or concession falling within the scope of the Public Procurement Directives, as well as the scope of Art. 10 sec. 1, 3, sec. 6 lit. a) -e), sec. 8, 9 and 10, art. 11, 12, 13 and 14 of Directive 2014/23 / EU, Art. 7 and 8, art. 10 lit. b) to f) and lit. h) to j) of Directive 2014/24 / EU, Art. 18, art. 21 lit. b) to e) and lit. g) -i), Art. 29 and 30 of Directive 2014/25 / EU and Art. 13 lit. a) to d), lit. f) to h) and lit. (j) Directive 2009/81 / EC for or with the participation of:

- a) Russian citizens or natural or legal persons, entities or bodies based in Russia;
- b) legal persons, entities or bodies whose ownership rights directly or indirectly belong to the entity referred to in point (a) in more than 50%; a) of this paragraph; or
- c) natural or legal persons, entities or bodies acting on behalf or at the direction of the entity referred to in point (a). (a) or (b) of this paragraph, including subcontractors, suppliers or entities reliant on capacities within the meaning of the Public Procurement Directives, where they account for more than 10% of the contract value.

Pursuant to Art. 7 sec. 1 of the Act of April 13, 2022 on special solutions in the field of counteracting aggression against Ukraine and serving the protection of national security, the following are excluded from the procedure for awarding a public contract or a competition conducted on the basis of the PPL Act:

- 1) the contractor and participant of the competition listed in the lists specified in Regulation 765/2006 and Regulation 269/2014 or entered into the list on the basis of a decision on entry in the list determining the application of the measure referred to in Art. 1 point 3 of the act;
- 2) the contractor and participant of the competition, whose real beneficiary within the meaning of the Act of 1 March 2018 on counteracting money laundering and financing terrorism (Journal of Laws of 2022, items 593 and 655) is a person listed in the lists specified in the regulation 765/2006 and regulation 269/2014 or

aggression against Ukraine and serving the protection of national security (Journal of Laws of April 15, 2022, item 835)<sup>5</sup>.

**INFORMATION RELATING TO THE RELIANCE ON THE CAPACITY OR THE PROVIDER'S SITUATION:**

**I DECLARE THAT IN ORDER TO DEMONSTRATE THE FULFILLMENT OF THE CONDITIONS FOR PARTICIPATION IN THE PROCEDURE, AS SET OUT IN CHAPTER VI OF THE TOR I RELY ON THE ABILITIES OR SITUATION OF THE FOLLOWING ENTITY PROVIDING RESOURCES:**

.....  
.....

**(PROVIDE THE FULL NAME / COMPANY, ADDRESS, AND DEPENDING ON THE ENTITY: NIP / PESEL, KRS / CEIDG), TO THE FOLLOWING EXTENT:**

.....

**(SPECIFY THE APPROPRIATE SCOPE OF SHARED RESOURCES FOR THE INDICATED ENTITY), WHICH CORRESPONDS TO... ..% OF THE VALUE OF THE CONTRACT IN QUESTION.**

**DECLARATION RELATING TO THE SUBCONTRACTOR:**

**I DECLARE THAT IN RELATION TO THE FOLLOWING ENTITY, WHICH IS A SUBCONTRACTOR, FOR WHICH .....% OF THE CONTRACT VALUE:**

.....

**(PROVIDE THE FULL NAME / COMPANY, ADDRESS, AND DEPENDING ON THE ENTITY: NIP / PESEL, KRS / CEIDG),**

**THERE ARE NO GROUNDS FOR EXCLUSION FROM THE PROCUREMENT PROCEDURE PROVIDED FOR IN ART. 5K OF REGULATION 833/2014 AS AMENDED BY REGULATION 2022/576.**

**SUPPLIER STATEMENT:**

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<sup>5</sup> Pursuant to Art. 7 sec. 1 of the Act of April 13, 2022 on special solutions in the field of counteracting aggression against Ukraine and serving the protection of national security, the following are excluded from the procedure for awarding a public contract or a competition conducted on the basis of the PPL Act:

- 1) the contractor and participant of the competition listed in the lists specified in Regulation 765/2006 and Regulation 269/2014 or entered into the list on the basis of a decision on entry in the list determining the application of the measure referred to in Art. 1 point 3 of the act;
- 2) the contractor and participant of the competition, whose real beneficiary within the meaning of the Act of 1 March 2018 on counteracting money laundering and financing terrorism (Journal of Laws of 2022, items 593 and 655) is a person listed in the lists specified in the regulation 765/2006 and Regulation 269/2014 or entered into the list or being such a real beneficiary from February 24, 2022, provided that it was entered in the list on the basis of a decision on entry in the list determining the application of the measure referred to in article 1. 1 point 3 of the act;
- 3) the contractor and participant of the competition, whose parent entity within the meaning of Art. 3 sec. 1 point 37 of the Accounting Act of September 29, 1994 (Journal of Laws of 2021, items 217, 2105 and 2106), is an entity listed in the lists specified in Regulation 765/2006 and Regulation 269/2014 or entered on the list or being such a parent entity from February 24, 2022, provided that it was entered on the list on the basis of a decision on entry in the list determining the application of the measure referred to in Art. 1 point 3 of the Act.

**I DECLARE THAT IN RELATION TO THE FOLLOWING ENTITY, WHICH IS A SUPPLIER, TO WHICH BELONGS ..... THE VALUE OF THE CONTRACT:**.....

.....  
..... (provide the full name / company, address, and depending on the entity: NIP / PESEL, KRS / CEiDG), there are no grounds for exclusion from the procurement procedure provided for in Art. 5k of Regulation 833/2014 as amended by Regulation 2022/576.

Attention! 10% of the contract value relates collectively to subcontractors, suppliers or entities on whose capacity is relied upon under the Public Procurement Directives.

**DECLARATION CONCERNING THE INFORMATION PROVIDED:**

I declare that all the information provided in the above statements is up-to-date and truthful and has been presented with full awareness of the consequences of misleading the Ordering Party in providing the information.

**INFORMATION REGARDING ACCESS TO THE EVIDENCE IN THE PERSON:**

I indicate the following subjective means of proof that can be obtained through free and publicly available databases, and the data enabling access to these means:

1) .....  
..... (indicate the subjective evidence, internet address, issuing office or body, exact reference data of the documentation)

2) .....  
.....  
(indicate the subjective evidence, internet address, issuing office or body, exact reference data of the documentation)

\_\_\_\_\_  
(Electronic signature)

**Appendix No. 6 to the ToR**

**Entity providing resources:**

.....  
**(full name / company, address, depending on the entity: NIP / PESEL, KRS / CEiDG)  
represented by:**

.....  
**(name, surname, position / basis for representation)**

**STATEMENT**

**RESOURCE PROVIDER**

**REGARDING NO GROUNDS FOR EXCLUSION**

**submitted on the basis of art. 125 sec. 1 of the Act of September 11, 2019.**

**Public Procurement Law (hereinafter referred to as: the PPL Act)**

**For the purposes of the public procurement procedure for Implementation of the continuation of the acceleration activity entitled "NCBR-NAP: NCBR-Nevada Acceleration Program", Conducted by the National Center for Research and Development (NCBR), based in Warsaw (00-801), at ul. Chmielna 69 (NIP: 701-007-37-77, REGON: 141032404), I declare as follows:**

1. I declare that I am not subject to exclusion from the procedure pursuant to Art. 5k of Council Regulation (EU) No 833/2014 of 31 July 2014 on restrictive measures in view of Russia's actions destabilizing the situation in Ukraine (EU Official Journal No. L 229 of 31.7.2014, p. 1), as amended issued by Council Regulation (EU) 2022/576 on amending Regulation (EU) No 833/2014 on restrictive measures in view of Russia's actions destabilizing the situation in Ukraine (Official Journal EU No. L 111 of 8.4.2022, p. 1))<sup>6</sup>,
2. I declare that I am not subject to exclusion from the procedure pursuant to Art. 7 sec. 1 of the Act of April 13, 2022 on special solutions in the field of counteracting supporting

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<sup>6</sup> Pursuant to Art. 5k paragraph. 1 of Regulation 833/2014 as amended by Regulation 2022/576, it is prohibited to award or continue to perform any public procurement or concession falling within the scope of the Public Procurement Directives, as well as the scope of Art. 10 sec. 1, 3, sec. 6 lit. a) -e), sec. 8, 9 and 10, art. 11, 12, 13 and 14 of Directive 2014/23 / EU, Art. 7 and 8, art. 10 lit. b) to f) and lit. h) to j) of Directive 2014/24 / EU, Art. 18, art. 21 lit. b) to e) and lit. g) -j), Art. 29 and 30 of Directive 2014/25 / EU and Art. 13 lit. a) to d), lit. f) to h) and lit. (j) Directive 2009/81 / EC for or with the participation of:

d) Russian citizens or natural or legal persons, entities or bodies based in Russia;

e) legal persons, entities or bodies whose ownership rights directly or indirectly belong to the entity referred to in point (a) in more than 50%; a) of this paragraph; or

f) natural or legal persons, entities or bodies acting on behalf or at the direction of the entity referred to in point (a). a) or b) of this paragraph,

including subcontractors, suppliers or entities reliant on capacities within the meaning of the Public Procurement Directives where they account for more than 10% of the contract value

aggression against Ukraine and serving the protection of national security (Journal of Laws of April 15, 2022, item 835).<sup>7</sup>

**DECLARATION CONCERNING THE INFORMATION PROVIDED:**

**I CERTIFY THAT ALL THE INFORMATION PROVIDED IN THE ABOVE STATEMENTS IS UP-TO-DATE AND TRUTHFULLY AND WITH FULL AWARENESS OF THE CONSEQUENCES OF MISLEADING THE ORDERING PARTY IN PROVIDING INFORMATION.**

**INFORMATION REGARDING ACCESS TO THE EVIDENCE IN THE PERSON:**

**I INDICATE THE FOLLOWING SUBJECTIVE MEANS OF PROOF THAT CAN BE OBTAINED THROUGH FREE AND PUBLICLY AVAILABLE DATABASES, AND THE DATA ENABLING ACCESS TO THESE MEANS:**

1) .....  
.....

**(INDICATE THE SUBJECTIVE EVIDENCE, INTERNET ADDRESS, ISSUING OFFICE OR BODY, EXACT REFERENCE DATA OF THE DOCUMENTATION)**

2) .....  
.....

**(INDICATE THE SUBJECTIVE EVIDENCE, INTERNET ADDRESS, ISSUING OFFICE OR BODY, EXACT REFERENCE DATA OF THE DOCUMENTATION)**

---

**(ELECTRONIC SIGNATURE)**

<sup>7</sup>

Pursuant to Art. 7 sec. 1 of the Act of April 13, 2022 on special solutions in the field of counteracting supporting aggression against Ukraine and serving the protection of national security, from the procedure for granting a public contract or a competition conducted on the basis of the PPL Act, the following are excluded:

1) the contractor and participant of the competition listed in the lists specified in Regulation 765/2006 and Regulation 269/2014 or entered into the list on the basis of a decision on entry in the list determining the application of the measure referred to in Art. 1 point 3 of the act;

2) the contractor and participant of the competition, whose real beneficiary within the meaning of the Act of 1 March 2018 on counteracting money laundering and financing terrorism (Journal of Laws of 2022, items 593 and 655) is a person listed in the lists specified in the regulation 765/2006 and Regulation 269/2014 or entered into the list or being such a real beneficiary from February 24, 2022, provided that it was entered in the list on the basis of a decision on entry in the list determining the application of the measure referred to in article 1. 1 point 3 of the act;

3) the contractor and participant of the competition, whose parent entity within the meaning of Art. 3 sec. 1 point 37 of the Accounting Act of September 29, 1994 (Journal of Laws of 2021, items 217, 2105 and 2106), is an entity listed in the lists specified in Regulation 765/2006 and Regulation 269/2014 or entered on the list or being such a parent entity from February 24, 2022, provided that it was entered on the list on the basis of a decision on entry in the list determining the application of the measure referred to in Art. 1 point 3 of the Act.

*Appendix No. 7 to the ToR***PERSONAL DATA PROCESSOR VERIFICATION SHEET**

No..	Question	Answer	Comments
1	Does the entity processing personal data plan to appoint / have appointed a Personal Data Protection Officer (DPO)? *	* <ul style="list-style-type: none"> <li>- yes, the designation is planned</li> <li>- yes, s/he has been designated</li> <li>- no designation planned (justification: e.g. not required by law)</li> <li>- designation planned (when: provide expected date)</li> </ul>	
2	If no DPO has been appointed, please indicate another contact person for matters related to the protection of personal data.	Contact person... .., position / function....., Tel.	
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 legal processing of personal data?	* YES/NO/OTHER	
4	Does the entity processing personal data use further processing of personal data in the processing of personal data on behalf of the personal data controller?	* YES/NO	

5	Will personal data be transferred outside the European Economic Area?	* YES/NO	
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\* Underline / complete as appropriate

Statement:

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

.....  
date Name and surname  
signed electronically

Assessment by the Data Protection Officer at the National Center for Research and Development

To be completed by the NCBR DPO:

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

Justification:

.....  
.....

.....  
**date signature**

**Appendix No. 8 to the ToR****LIST OF PEOPLE**

**Re:** public procurement procedure under the open tender procedure for the implementation of the continuation of the acceleration activity entitled "NCBR-NAP: NCBR-Nevada Acceleration Program. Proceedings reference number assigned to the case by the Awarding Entity: 42/22/PN

Acting for and on behalf of:

	<b>Name and address of the Contractor</b>
Contractor:	

in connection with applying for the award of a public procurement under the procedure in question in order to confirm the fulfillment of the condition of participation in the procedure specified in point VI.2.4, I hereby present the persons who will be directed to perform the contract:

<b>No.</b>	<b>Name and surname</b>	<b>Qualifications /education</b>	<b>Qualifications/experience (mentorship experience)<sup>8</sup></b>	<b>Information on the basis of disposal<sup>9</sup></b>
1.				
2.				
3.				

NB.: Please multiply/delete as appropriate the number of rows corresponding to the number of people listed

<sup>8</sup> Please describe the functions, tasks and period of time performed by the person listed.

<sup>9</sup> A contractor who relies on the abilities or situation of entities providing resources under the conditions specified in Art. 118 of the Public Procurement Law, submits, together with the offer, the obligation of the entity providing the resources to provide it with the necessary resources for the implementation of a given contract or other subjective means of evidence confirming that the Contractor will have the necessary resources of these entities while executing the contract.

