

## Contract specifications

It concerns procedure for services of value lower than 750000 EUR conducted according to the basic procedure under the name: **Hotel, gastronomical and catering services for 100 up to persons during the workshops called „Cybersecurity in the era of quantum computing: threats and challenges” held in Morocco in Ifran between 14-25.10.2024.**

### CHAPTER 1

#### INSTRUCTIONS FOR CONTRACTORS

##### SECTION I The Ordering Party's Data

The Institute of Theoretical and Applied Information Technology of  
the Polish Academy of Sciences  
ul. Bałtycka 5,  
44-100 Gliwice  
NIP [taxpayer identification number]: 631-011-22-45

- the website address: <https://www.iitis.pl/>
- the address of the website where changes and clarifications of the Contract specifications and other documents of the contract associated directly with the contract award procedure are made available: <https://ezamowienia.gov.pl/>
- e-mail address: [office@iitis.pl](mailto:office@iitis.pl)
- phone numbers: +48 32 2317319

Mailing Address:

The Institute of Theoretical and Applied Information Technology of  
the Polish Academy of Sciences  
ul. Bałtycka 5,  
44-100 Gliwice  
NIP [taxpayer identification number]: 631-011-22-45  
e-mail address: [zakupy@iitis.pl](mailto:zakupy@iitis.pl)

## SECTION II: Contract award procedure

1. The procedure is conducted on the basis of the provisions of the act of 11 September 2019 Public procurement law (consolidated text Journal of Laws of 2023, item 1605 as amended) - hereinafter called PPL.
2. Procedure is conducted according to the basic procedure (art. 275 item 1 of the PPL).
3. The Ordering Party does not predict possibility of conducting negotiations.
4. In order to award the contract the provisions concerning classic contracts for services lower than the Union thresholds shall apply.
5. The Ordering Party informs that no preliminary market consultation has been conducted in regards to the contract.

## SECTION III Brief description of the subject matter of the contract

1. The subject matter of the contract is performing hotel, gastronomical and catering services, for up to 100 persons during the workshops called „Cybersecurity in the era of quantum computing: threats and challenges” held in Morocco in Ifran between 14-25.10.2024.
2. The main place or location of performing the services: Morocco, Ifran.
3. The names and codes of the Common Procurement Vocabulary (CPV):

	Number	Name
Main CPV code	55120000-7	Hotel services in the scope of meetings and conferences
Additional CPV code	55300000-3	Restaurant services and services concerning serving meals

4. The Ordering Party does not envision possibility of submitting a variant solution.
5. The Ordering Party informs about not dividing the contract into parts. Submission of more than one bid by the same Contractor means rejection of all their offers. Each contractor may submit only one bid for performing the subject matter of the contract.
6. Reasons for not dividing the contract into parts: lack of division into parts does not influence competition.
7. The Ordering Party does not require submission of the bid in form of an electronic catalogue.
8. The Ordering Party does not envision possibility of attaching electronic catalogue to the submitted bit.
9. The ordering party does not stipulate that the only contractors who may bid for award of the contract are contractors having the status of sheltered workplace, social cooperatives and other contractors whose main goal or main object of activity of their organisationally separate units, which will perform the contract, is social and professional integration of socially marginalized persons.

10. The Ordering Party does not envision granting contracts which are mentioned in art. 214 par. 1 item 7 of the PPL.
  1. The Ordering Party does not envision selection of the most beneficial bid with use of electronic auction.
  2. The Ordering Party does not envision return of costs of participating in the proceedings.
  3. The Ordering Party does not stipulate obligation of personal performance of key tasks by the contractor, mentioned in art. 60 and art. 121 of the PPL.
  4. The detailed description of the subject matter of the contract, including criteria employed in order to perform assessment of equivalence, is included in Chapter 2 of the Contract specifications.

#### **SECTION IV Information about objective evidence**

1. In order to prove that the offered services meet requirements, features or criteria determined by the Ordering Party in Chapter 2 of the Contract specifications, the Ordering Party will demand submission of objective evidence together with the bid, in form of: - the hotel's statement on providing its resources in the scope of free hotel rooms, conference facilities and culinary services in relation to the proceedings.
2. If the contractor has not submitted objective evidence mentioned above or the submitted objective evidence is incomplete, the Ordering Party will call for their submission or completion within the appointed deadline.
3. The provision of item 2 does not apply if the objective evidence serves to confirm compliance with the features or criteria determined in the description of criteria of the assessment of the bids or, despite the submission of the objective evidence, the bid is rejected or there are grounds for annulling the proceedings.

#### **SECTION V Deadline for completion of the contract**

The required deadline for completion of the contract: 14-25.10.2024

#### **SECTION VI Grounds for exclusion**

1. The Ordering Party will exclude the Contractor from the contract award procedure:

##### **GROUND OF EXCLUSION MENTIONED IN ART. 108 OF THE PPL**

- 1) who is a natural person who have been legally convicted of:
  - a) participation in an organised crime group or in association meant to commit crime or financial crime, mentioned in art. 258 of the Polish Criminal Code (Journal of Laws of 2022, item 1138) - hereinafter called the CC.

- b) human trafficking, mentioned in art. 189a of the CC,
  - c) mentioned in art. 228-230a, art. 250a of the CC, in art. 46-48 of the Sports Act of 25 June 2010 (Journal of Laws of 2022, item 1599) or in art. 54 par. 1-4 of the Act of 12 May 2011 on refund of drugs, food articles with special nutritional purpose and medical articles (Journal of Laws of 2022, item 2555),
  - d) financing terrorism, mentioned in art. 165a of the CC, or the crime of prevention or obstruction of ascertaining criminal origins of money or concealing their origins, mentioned in art. 299 of the CC,
  - e) terrorism, mentioned in art. 115 § 20 of the CC, or aiming to commit such a crime,
  - f) entrusting performance of work to an underage foreigner, mentioned in art. 9 par. 2 of the Act of 15 June 2012 on effects of entrusting performance of work to foreigners residing illegally within the territory of Republic of Poland (Journal of Laws of 2021, item 1745),
  - g) against economic exchange, mentioned in art. 296-307 of the CC, fraud, mentioned in art. 286 of the CC, crime against credibility of documents, mentioned in art. 270-277d of the Criminal Code, or financial crime,
  - h) mentioned in art. 9 par. 1 and 3 or art. 10 of the Act of 3 June 15, 2012 on effects of entrusting performance of work to foreigners residing illegally within the territory of Republic of Poland (Journal of Laws of 2021, item 1745),
- or for relevant criminal offence established in provisions of foreign law;
- 2) if the incumbent member of its management or supervisory body, shareholder in a general or professional partnership or general partner in limited partnership or partnership limited by shares or a proxy legally convicted of crime mentioned in item 1;
  - 3) concerning whom a valid sentence of a court or final administrative decision on being in arrears in paying taxes, fees or social or health insurance contributions have been issued, unless the Contractor appropriately before the expiry of deadline for submission of applications for participation in the procedure or before the deadline for submission of bids made payments of due taxes, fees or social or health insurance contributions along with interests or fines or concluded a binding agreement concerning payment of those receivables;
  - 4) concerning whom a prohibition of seeking public contracts have been lawfully issued;
  - 5) if the Ordering Party may conclude, based on credible grounds, that the Contractor concluded with other Contractors an agreement meant to disrupt competition, especially if belonging to the same capital group within the meaning of the Act of 16 February 2007 on consumer and competition protection (Journal of Laws of 2023, item 1689), submitted separate bids, partial bids or applications for participation in procedure, unless they prove that they prepared the bids or applications independently.
  - 6) if in cases when the Contractor or entity who belongs together with the Contractor to the same capital group within the meaning of the Act of 16 February 2007 on consumer and competition protection (Journal of Laws of 2023, item 1689), advised or was involved in another manner in preparation of procedure for awarding this contract and disruption of competition occurred, resulting from prior involvement of the Contractor or entity which belongs together with the Contractor in the same capital group in the meaning of the Act of 16 February 2007 on consumer and competition protection (Journal of Laws of 2023, item

1689), unless the resulting disruption of competition can be eliminated in other manner than excluding the Contractor in participation in contract award procedure.

**GROUND OF EXCLUSION MENTIONED IN ART. 109 OF THE PPL  
(art. 109 par. 1 items 4, 5, 7, 8, 9 and 10 of the PPL)**

- 7) in respect of which bankruptcy has been opened, whose assets are being administered by a liquidator or a court, which has entered into an arrangement with creditors, whose business activities are suspended or in any other similar situation arising from a similar procedure provided for in the legislation of the place where the contract award procedure is opened;
- 8) culpably and seriously breached the professional obligations, which puts their integrity into question, especially if the Contractor in result of intentional act or gross negligence did not perform or improperly performed the contract, which the Ordering Party can prove with appropriate evidence;
- 9) which for reasons attributable to them, to substantial degree or extent did not perform or improperly performed and was performing improperly for a long time the material obligation resulting from the prior contract on public procurement or license contract, which led to termination or withdrawal from the contract, compensation, substitute performance or exercising rights under the defect guarantee;
- 10) who in result of an intentional act or gross negligence misled the Ordering Party by presenting information that they were not subject to exclusion, meet conditions for participation in the procedure or meet selection criteria, which could have an important influence on decisions taken by the Ordering Party in the contract award procedure, or who concealed such information or cannot demonstrate required objective evidence;
- 11) who illegally influence or tried to influence the acts taken by the Ordering Party or tried to obtain or obtained confidential information which could give him advantage in contract award procedure;
- 12) who in result of recklessness or negligence presented misleading information, which could have significant impact on decisions taken by the Ordering Authority in contract award procedure.

**GROUND OF EXCLUSION MENTIONED IN ART. 7 OF THE ACT OF 13 APRIL  
2022 ON SPECIAL SOLUTIONS FOR COUNTERACTING THE SUPPORT OF AG-  
GRESSION AGAINST UKRAINE AND SERVING THE PROTECTION OF NA-  
TIONAL SECURITY**

- 13) (765/2006) a contractor and a participant in the competition listed in the lists set out in Regulation 269/2014 and Regulation 269/2014 or included in the list on the basis of a decision on inclusion in the list ruling on the application of the measure referred to in article 1 item 3 of the Act of 13 April 2022 on special solutions for counteracting the support of aggression against Ukraine and serving the protection of national security (Journal of Laws of 2023, item 185).

- 14) a contractor and a participant in the competition whose beneficial owner within the meaning of the Act of 1 March 2018 on the prevention of money laundering and terrorist financing (Journal EU. of 2022, item 593 and 655) shall be a person listed in the lists set out in Regulation 765/2006 and Regulation 269/2014, or listed or being such a beneficial owner as from 24 February 2022, provided that he or she has been listed on the basis of a decision on listing conclusive of the measure referred to in Article 1(3) of the Act of 13 April 2022 on special solutions for counteracting the support of aggression against Ukraine and serving the protection of national security (Journal of Laws of 2023, item 185).
  - 15) the Contractor and the participant of the competition, whose parent entity within the meaning of 3 art. 1 par. 37 item 29 of the Accounting Act of 29 September 1994 (Journal of Laws of 2023 item 120) shall be an entity listed in lists set out in regulation 765/2006 and regulation 269/2014, or listed or being such a parent entity as from 24 February 2022, provided that it has been listed on the basis of a decision on listing that determines the application of the measure referred to in Article 1(3) of the Act of 13 April 2022 on special solutions for counteracting the support of aggression against Ukraine and serving the protection of national security (Journal of Laws of 2023, item 129).
2. Exclusion of the Contractor happens:
    - in cases which are mentioned in the item 1 subitem 1 letters a-g and 2 subitem - for the period of 5 years since validation of the verdict confirming occurrence of one of grounds for exclusion, unless the verdict establishes different period of exclusion;
    - in cases which are mentioned in:
      - i) item 1 subitem 1 letter h and subitem 2 when person mentioned in the provisions has been sentenced for crime mentioned in item 1 subitem 1 letter h,
      - ii) in the case mentioned in the item 1 subitem 6 - in contract award procedure during which an event which is grounds for exclusion has occurred,
      - iii) in the case mentioned in the item 1 subitem 7 - for period of 3 years since the occurrence of the event which is grounds for exclusion,
      - iv) in cases which are mentioned in the item 1 subitem 13-15 - for the duration of circumstances specified in those items.
  3. Person or entity who are subject to exclusion in cases which are mentioned in item 1 subitem 13-15, who within the duration of the exclusion are seeking award of public contract or be allowed to participate in contest or participate in public contract award procedure or in contest, are subject to financial penalty. The financial penalty mentioned in the previous sentence is imposed by the Chairman of the Public Procurement Office, by means of a decision, for the amount up to 20 million PLN.
  4. The Contractor is not subject to exclusion in circumstances stipulated in item 1 subitem 1, 2, 5 and 7-12 if they prove to the Ordering Party that they met jointly the following circumstances:

- 1) remedied or obliged to remedy damage caused by a crime, misdemeanour or improper conduct, including financial compensation;
- 2) exhaustively explained facts and circumstances associated with the crime, misdemeanour and their own improper conduct and damages caused by them, actively cooperating appropriately with relevant authorities, including law enforcement authorities, or the Ordering Party;
- 3) undertook specific technical, organisational and personnel measures, appropriate for prevention of further crimes, misdemeanour or improper conduct, in particular:
  - a) broke all relations with persons or entities responsible for improper conduct of the Contractor,
  - b) reorganised the personnel,
  - c) implemented reporting and audit system,
  - d) established internal audit structures for monitoring compliance with provisions, internal regulations or standards,
  - e) established internal regulations concerning responsibility and compensation for non-compliance with provisions, internal regulations or standards.
5. The Ordering Party assesses whether the actions undertaken by the Contractor, mentioned in item 4, are sufficient for proving the Contractor's integrity, taking into account weight and special circumstances of the Contractor's action. If the actions undertaken by the Contractor, mentioned in item 4, are not sufficient to prove the Contractor's integrity, the Ordering Party excludes the Contractor.
6. The Contractor might be excluded by the Ordering Party at each stage of contract award procedure.

## SECTION VII Information on circumstances of participation in contract award procedure

1. The Contractors who are not subject to exclusion might seek award of the contract, on terms stipulated in Chapter 1, Section VI of the Contract specifications, and who meet terms of participation in procedure stipulated by the Ordering Party.
2. Contractors who meet the following conditions might seek award of the contract:
  - a) capability of participating in economic exchange: The Ordering Party does not require anything in the abovementioned scope.
  - b) authorization for conducting specific business or professional activity, if that arises from separate provisions: The Ordering Party does not require anything in the abovementioned scope.
  - c) economic or financial situation: The Ordering Party does not require anything in the abovementioned scope.
  - d) technical or professional capability: The Ordering Party does not require anything in the abovementioned scope.

## SECTION VIII List of subjective evidence

### 1. Documents required at the stage of bid submission:

The Contractor is obliged to attach to the bid an up to date, as of the day of bid submission, preliminary statement on not being subject to exclusion in accordance to the template constituting Appendix no 2 to the Contract specifications. The preliminary statement is submitted, under pain of nullity, in electronic form or in electronic form signed with qualified electronic signature, or trusted signature or personal signature - e-identity (the handwritten signature is not a personal signature). The statement is proof confirmed lack of grounds for exclusion. In case of submitting joint bid the abovementioned declaration is submitted by each Contractor submitting joint bid.

### 2. The documents required before contract award:

- 1) The Ordering Party before awarding the contract will request the Contractor whose bid received highest evaluation to submit by the stipulated, no shorter than 5 days, deadline the following up to date, as of the day of submission, subjective evidence:
  - a) extract or information from the National Court Registry or from Central Registry and Information on Business, within the scope of art. 109 par. 1 item 4 of the PLPL, made no earlier than 3 months before their submission, if the separate provisions require entry into the National Court Registry or the Central Registry and Information on Business.
  - b) statement of the Contractor on the up-to-dateness of the information included in the statement mentioned in art. 125 par. 1 of the PPL, within the scope of grounds for exclusion from the procedure indicated by the Ordering Party, which are mentioned in art. 108 par. 1 item 1-6 of the PPL, and in art. 109 par. 1 item 5, 7-10 of the PPL in art. 7 of the Act of 13 April 2022 on special solutions for counteracting the support of aggression against Ukraine and serving the protection of national security.

### CAUTION:

1. If the Contractor has registered seat or place of domicile beyond the borders of Republic of Poland, instead:
  - 1) extract or information from National Court Registry or from Central Registry and Information on Businesses, mentioned in item 2 subitem 1 letter a) - submits document or documents issued in the country where the Contractor has registered seat or is domiciled, confirming accordingly that his liquidation proceedings has not been open, his bankruptcy has not been declared, his assets are not managed by liquidator or court, he has not concluded arrangement with creditors, his business activity has not been suspended and he is not in any situation of that kind resulting from similar procedure stipulated in provisions of the place where the procedure is initiated, issued no earlier than 3 months before their submission.



- 2) If in the country where the Contractor has registered seat or place of domicile the documents mentioned in item 3 subitem 1) are not issued, they are appropriately in entirety or partly replaced by a document containing appropriate statement of the Contractor, with indication of the person or persons authorized to represent him, or the statement of the person whom the document was supposed to concern, submitted under oath, or, if in the country where the Contractor has registered seat or place of domicile there are no provisions on statements under oath, submitted before the court or administrative office, notary, professional or commercial self-government body, competent for the registered seat or the place of domicile of the Contractor.
2. The Ordering Party does not request submission of subjective evidence if he can acquire them through free and publicly available data bases, especially public registries in the meaning of the Act of 17 February 2005 on the digitization of the activity of entities performing public tasks, if the Contractor indicated in the statement mentioned in art. 125 par. 1 of the PPL the data enabling access to such means.
3. Periods expressed in years or months which are mentioned in items 1-4 shall be counted backwards to the date when the deadline for bid submission or application for participation in the procedure expires.

### **SECTION IX Information on means of electronic communication through the Ordering Party will communicate with Contractors**

1. During the procedure the communication between the Ordering Party and the Contractors shall take place through the following means of electronic communication:
  - 1) platform for servicing tender procedures, available at the address: <https://ezamowienia.gov.pl/>;
  - 2) electronic mail: [zakupy@iitis.pl](mailto:zakupy@iitis.pl) - subject to that the bid with attachment and subjective and objective evidence may be submitted only via the Platform above.

### **SECTION X Indication of persons authorized to communicate with the Contractors Information on the manner of the Ordering Party's communication with the Contractors and information on technical and organisational requirements of executing, sending and receiving electronic correspondence**

1. The person authorized by the Ordering Party to communicate with the Contractors is: in the scope of the procedure: prof. dr hab. Zbigniew Puchała, e-mail: [zakupy@iitis.pl](mailto:zakupy@iitis.pl).
2. The communication between the Ordering Party and the Contractors shall take place via the purchase platform through use of electronic means of communication. (<https://ezamowienia.gov.pl/>).

3. In emergency situations e.g. in case of failure of the purchase platform <https://ezamowienia.gov.pl/> the Ordering Party may also communicate with the Contractors through electronic mail: [zakupy@iitis.pl](mailto:zakupy@iitis.pl).
4. In order to shorten the time it takes to answer questions it is preferable that the communications between the Ordering Party and the Contractors, including all statements, applications, notifications and information, are sent in electronic form through [ezamowienia.gov.pl](https://ezamowienia.gov.pl/) and one of communication forms in the tab Forms.
5. The maximum size of one file sent as part of communications is 20 MB.
6. The Contractors may ask the Ordering Party for explanation of the content of the Contract specifications, according to art. 284 par. 1 of the PPL, directing their queries to the Ordering Party, indicating the number of proceedings stipulated in the Contract specifications. Queries should be submitted in manner set out in item 2, and in case of failure of purchase platform <https://ezamowienia.gov.pl/> through electronic mail to the address: [zakupy@iitis.pl](mailto:zakupy@iitis.pl).
7. The Ordering Party, in compliance with the Regulation of Prime Minister of 30 December 2020 on the manner of executing and delivering information and technical requirements for electronic documents and means of electronic communication in public contract award procedure or contest (Journal of Laws of 2020 item 2452), informs that the essential hardware and software requirements that allow to operate <https://ezamowienia.gov.pl/> are specified in the Rules of use of e-Zamówienia Platform - §12 “*Technical requirements of Service performance*”.
8. The Ordering Party is obliged to explain immediately, however not later than 2 days before the expiry of bid submission deadline, subject to that the application for explanation of the contents of the Contract specifications was received by the Ordering Party not later than 4 days before the expiry of bid submission deadline.
9. If the Ordering Party does not explain within the term mentioned in item 9, he will extend the bid submission deadline by period necessary for all interested Contractors familiarizing themselves with clarifications required for proper preparation and submission of bids.
10. Extension of bid submission deadline does not impact the time limit for submitting the application  
for explanation of contents of Contract specifications, which is mentioned in item 9.
11. In case when the application for explanation of contents of Contract specifications is not received on by the deadline which is mentioned in item 9, the Ordering Party is not obliged to explain the Contract specifications and he is not obliged to extend the bid submission deadline.
12. The content of queries along with explanations are made available the Ordering Party at the website of the conducted proceedings.
13. All explanations and modifications, including changes of deadlines become an integral part of the Contract specifications and are binding for the Ordering Party and Contractors.

## **SECTION XI The bid validity period**

1. The bid is valid for the Contractor not longer than **14 days** since the expiry of bid submission deadline, whereas the first day of the bid validity period is the day when the bid submission deadline expires.
2. If the selection of the most beneficial bid does not take place before the expiry of the bid validity period mentioned in item 1, the Ordering Party before the expiry of the bid validity period will request the Contractors once to agree on extension of the period by the period indicated by the Ordering Party, not longer than 7 days.
3. The extension of the bid validity period mentioned in item 2, requires the Contractor to submit of a written statement on expressing consent for extension of the bid validity period.
4. In case when the Ordering Party requires to provide a bid bond, the extension of the bid validity period mentioned in item 2 occurs along with the extension of the bid bond validity period or, if it is impossible, with provision of a new bid bond for the extended bid validity period.

## **SECTION XII Description of the manner of preparation of a bid and other documents required by the proceedings**

1. The bid's content must correspond to the content of the Contract specifications.
2. The Contractor shall bear all costs related to the preparation and submission of the bid, including costs born due to acquisition of qualified electronic signature, or born due to acquisition or use of trusted signature or personal signature.
3. The Contractor is obliged to obtain all information which may be necessary to prepare the bid and conclude the contract.
4. The Contractor submits the bid with attachments through the purchase platform at the address: <https://ezamowienia.gov.pl/>.
5. The use of the purchase platform by the Contractor is free-of-charge.
6. The Contractor, joining the public contract award procedure, knows and accepts detailed information on the topic of establishing accounts of entities and terms and conditions of use of e-Zamówienia Platform, stipulated by the Rules of e-Zamówienia Platform, available at the website <https://ezamowienia.gov.pl>, and information included in the tab "Help Centre". Link for interactive instructions: <https://ezamowienia.gov.pl/pl/komponent-educacyjny>
7. The Ordering Party does not bear any responsibility for bid submission in a manner incompliant with the Use manual of e-zamówienia.gov.pl Platform, especially when the Or-

- dering Party familiarizes himself with the content of the bid before the expiry of bid submission deadline. Such bid will be acknowledged by the Ordering Authority as a commercial offer and will not be taken account in the procedure because the obligation imposed by art. 221 of the PPL was not met.
8. The maximum size of a single file sent through dedicated forms to: submit, change, withdraw bid is 20 MB while during communication the maximum size of file is 250 MB.
  9. The file formats used by the Contractors should be compliant with “REGULATION OF THE COUNCIL OF MINISTERS of 21 May 2024 concerning *National Framework of Interoperability, minimal requirements of public registries and exchange of information in electronic form and minimal requirements of IT systems*”.
  10. The Ordering Party recommends to use document format *Portable Document Format* (.pdf), and for compressed data *Zip File format* (.zip).
  11. Due to low risk of file’s integrity violation and easier signature verification, the Ordering Party recommends, as long as it is possible, to convert the files that make up the bid to .pdf format and signing them with qualified PAdES signature.
  12. The Ordering Party recommends that in event of multiple persons signing the file, the signatures of the same type should be used. Signing with signatures of different types e.g. with personal and qualified signatures may lead to problems with file verification.
  13. The Ordering Party recommends that the Contractor appropriately in advance tests the possibility of correct use of the selected method of signing bid’s files.
  14. The person submitting the bid should be the contact person indicated in the documentation.
  15. The bid should be prepared with due diligence required of entity seeking public contract award and while maintaining appropriate time interval to the end of bid submission. We suggest to submit the bid 24 hours before the bid submission deadline.
  16. While signing the files it is recommended to use hash algorithm SHA2 instead of SHA1.
  17. If the Contractor compresses the documents e.g. into a ZIP file, then it is recommended to sign each of documents before that.
  18. The Ordering Party recommends to use a signature with qualified timestamp.
  19. The Ordering Party recommends to not introduce any changes to the files after signing them with qualified signature. It may result in file integration violation which is tantamount to necessity of rejecting the bid during the procedure.
  20. The bid is executed in Polish or English using the Bid Form - in compliance with Appendix no 1 to the Contract specifications. Along the bid the Contractor is obliged to submit:
    - a) statement which is mentioned in Chapter 1, Section VIII item 1 subitem 1 of the Contract specifications;
    - b) documents from which arises the right to sign the bid;
    - c) appropriate powers of attorney (if applicable);
    - d) the hotel’s statement on providing its resources in the scope of free hotel rooms, conference facilities and culinary services in relation to the proceedings according to Chapter 1, Section IV item 1, subitem 1) of the Contract specifications
  21. To the form for application submission a completed form of application for admission to participation in procedure in section “Completed bid offer and attach-

- ments and other documents in section “Attachments and other documents presented in the bid by the Contractor” should be attached. After entering the files, you should press button “Send files and submit the bid” and then confirm that you want to submit the bid.
22. The bid sent electronically must be signed with electronic qualified signature, trusted signature or personal signature. During the procedure of submitting the bid through <https://ezamowienia.gov.pl> the Contractor should sign directly the documents sent through [ezamowienia.gov.pl](https://ezamowienia.gov.pl). We recommend to use signature on each attached signature separately, in particular indicated in art. 63 par. 1 and par. 2 of the PPL, where it is indicated that bids, applications for admission to participation in the procedure and the statement mentioned in art. 125 par. 1 of the PPL are executed under pain of nullity, in electronic form and are signed appropriately to the value of the procedure with qualified electronic signature, trusted signature or personal signature. The following file is available at the purchase platform under the address: [https://media.ezamowienia.gov.pl/pod/2021/01/Podpisywanie-wnioskow-3.1\\_20210628.pdf](https://media.ezamowienia.gov.pl/pod/2021/01/Podpisywanie-wnioskow-3.1_20210628.pdf): The manual of signing the registration application for the entity to e-Zamówienia Platform. The Ordering Party recommends familiarizing yourself with the document.
  23. External in event of using signature format XAdES. The Ordering Party requires attachment of appropriate amount of files that is signed files with data and signature files with XAdES format.
  24. As the date of bid submission we acknowledge its date of submission to the system (platform) through clicking “Send files and submit the bid” file and displaying a message, that the bid has been encrypted and submitted and the following documents will be made available for download: confirmation of acceptance and receipt of the document, so called Electronic Confirmation of Acceptance (EPP) and Electronic Confirmation of Receipt (EPO),
  25. Each Contractor shall submit one bid, on his own or as representative of a company or consortium. Submission of more than one bid by single Contractor means rejection of all his offers.
  26. The Contractor, through [ezamowienia.gov.pl](https://ezamowienia.gov.pl), may before the expiry of bid submission deadline change or withdraw the bid. The manner in which the bid is amended or withdrawn is presented in the manual made available at the website under the address: <https://ezamowienia.gov.pl/pl/instrukcje/>.
  27. Bid form and all attachments are signed by Contractor’s authorized representative. Power of attorney to sign the bid should be attached to the bid along with other documents attached to the bid.
  28. Compliance of digital rendering with the paper document may also be certified by a notary.
  29. In event when subjective evidence, objective evidence, other documents or documents confirming power of attorney to represent the Contractor, Contractors jointly seeking award of the public contract, entity making available resources based on rules stipulated in art. 118 of the PPL or subcontractors who are not an entity making available resources based on such rules, have been issued by authorized entities other than the Contractor, the Contractor jointly seeking award of the public contract, entity making available resources or subcontractor, hereinafter called “authorized entities”, the form confirming that the rela-

relationship binding the contractor with entities making available resources guarantees access to those resources is sent in electronic form and stipulates in particular:

- a) the Contractor's available scope of resources of the entity making available resources;
  - b) the manner and period of making available resources to the Contractor and his use of the resources of the entity making available those resources during performance of the contract;
  - c) whether and to what extent the entity making available resources, on capabilities of which the Contractor depends in relation to requirements of participation in procedure concerning meeting the requirements described in the Contract specifications will perform services which the indicated requirements concern.
30. In event when subjective evidence, objective evidence, other documents or documents confirming power of attorney, were issued by authorized entities as paper document, a digital rendering of the document signed with qualified electronic signature or trusted signature or personal signature is submitted, the signatures confirming the compliance of the digital rendering with the paper document in case of:
- a) subjective evidence and documents confirming power of attorney - appropriately the Contractor, the contractor jointly seeking contract award, the entity making available resources or subcontractor, in the scope of subjective evidence and documents confirming power of attorney which concern each of them;
  - b) objective evidence - appropriately the Contractor or the Contractor jointly seeking contract award;
  - c) other documents - appropriately the Contractor or the Contractor jointly seeking contract award; in the scope of documents which concern each of them.
31. Subjective evidence and obligation of the entity making available resources, objective evidence, not issued by authorized entities and power of attorney are submitted in electronic form and signed with qualified electronic signature or trusted signature or personal signature.
32. In case when subjective evidence and obligation of the entity making available resources, objective evidence, not issued by authorized entities or power of attorney, were executed as paper document and signed with hand signature, a digital rendering of the document signed with qualified electronic signature or trusted signature or personal signature is submitted, the signatures confirming the compliance of the digital rendering with the paper document. Compliance of digital rendering with the paper document may also be certified by:
- a) subjective evidence - appropriately the Contractor, the contractor jointly seeking contract award, the entity making available resources or subcontractor, in the scope of subjective evidence which concern each of them;
  - b) objective evidence or obligation of the entity making available resources - appropriately the Contractor or the Contractor seeking jointly contract award;

- c) power of attorney - principal.
33. Contractors jointly seeking public contract award submit one or several documents to jointly document meeting subjective terms, lack of grounds for exclusion and terms concerning the subject matter of the contract. The required statements should be submitted in a manner expressly indicating that the statement is submitted by all Contractors jointly seeking public contract award. Furthermore, the Contractors jointly seeking public contract award establish a proxy to represent them in public contract award procedure or represent them in the procedure and conclusion of agreement concerning the public contract. The relevant power of attorney must be signed by qualified electronic signature or trusted signature or personal signature. Shareholders of civil partnership are treated as Contractors jointly seeking public contract award.
  34. In case of attaching to the bid documents or statements executed in a foreign language, subject to the provisions of Chapter 1, Section IV of the Contract specifications they should be submitted along with translation into Polish.
  35. The Ordering Party recommends use of forms attached to the Contract specifications. It is allowed to submit attachments executed by the Contractors provided that their content will be compliant with the forms stipulated by the Ordering Party.
  36. The bids will be assessed according to criteria and rules stipulated in chapter 1, Section XIII of the Contract specifications. The Contractors will present bids according to the requirements of the Contract specifications.
  37. The bid with attachments should be submitted through the purchase platform at the address: <https://ezamowienia.gov.pl/> at the latest by the date of 08.08.2024 23:59.

### **SECTION XIII Bid opening term**

1. Bid opening will take place on 09.08.2024 12:00 and will be performed through IT system.
2. Before the opening of bids the Ordering Party will make available at the website of the conducted procedure information on the amount of money which the Ordering Party plans to spend on financing the contract.
3. The Ordering Party, immediately after the opening of bids, will make available at the website of the conducted procedure the information at the address: <https://ezamowienia.gov.pl/>
  - 1) names or full names or registered seats or places of the business activity or places of domicile of the Contractors whose bids have been opened;
  - 2) prices or costs included in the bids.

### **SECTION XIV The method of calculating the price**

1. The Contractor stipulates gross price for 1 person-day, the price includes: accommodation, meals, price for conference room, parking and joint value for accommodation, meals for all persons, conference room and parking in the bid form. The price includes all components affecting the price, including value added tax.

2. The gross price of the bid must be expressed in Polish zlotys with accuracy to the second decimal.
3. Unit prices stipulated by the Contractor are fixed for the contract's duration, subject to the provisions of the contract's draft.
4. The price should be expressed in digits.
5. The price should be calculated on the basis of the detailed description of the subject matter of the contract.
6. All elements of the bid should include potential discounts introduced by the Contractor, that is they must be calculated into the bid price.
7. All prices stipulated by the Contractor are binding and introduced to the contract.
8. Settlements are conducted in the following currency: PLN.

## **SECTION XV Description of criteria for evaluating bids, together with the relative weight of the criteria and the method of evaluating bids**

1. While selecting the most advantageous bid the Ordering Party will follow the following criteria and their weights and in the following manner will evaluate meeting the criteria:
  - Criterion 1 - gross price - 60 points
  - Criterion 2 - distance of the accommodation (containing a minimum of 65 rooms) from the university - 40 points

The Ordering Party will assign points according to the following criteria of bid evaluation:

- 1) Price - weight 60 % (up to 60 points) - the number of points assigned according to the following formula:
  - Gross price:  $C = [(C_n : C_b) \times 60 \%] \times 100$  where:
  - $C_n$  - lowest price (gross)
  - $C_b$  - price arising from the evaluated bid (price)Price for one person should take into account:
  - a) accommodation
  - b) meals
  - c) coffee breaks
- 2) Location (distance of the accommodation (containing a minimum of 65 rooms) from the university) - weight 40% (up to 40 points), according to the following conversion factor:
  - a) To 300 m - 40 points
  - b) between 300 to 500 m - 20 points
  - c) Above 500 m - 0 points

The distance will be calculated from the address indicated by the Contractor to the University in Ifran <https://www.google.pl/maps> - route for pedestrians.

3



The sum of points received by the bid for criteria 1-2 shall be the result received by the given bid. The result shall be rounded to two decimal points.

2. In the course of research and bid evaluation the Ordering Party may demand from the Contractors explanations concerning the contents of the submitted bids and objective evidence or other submitted documents or statements.
3. According to art. 223 par. 2 of the PPL the Ordering Party will correct in the bid's contents:
  - 1) obvious typographical errors,
  - 2) obvious accounting mistakes, taking into account accounting consequences of the amendments made, and other mistakes consisting of incompliance of the offer with the Contract specifications, not causing significant changes to the content of the bid, immediately informing the Contractor whose bid has been corrected.
4. In the case mentioned in the item 3, the Ordering Party shall set an appropriate time limit for the Economic Operator to agree to the correction of the error in the Tender or to contest its correction. Failure to respond within the prescribed period shall be deemed to be acceptance of the correction of the error.

## **SECTION XVI Information on the basis of bid rejection**

1. The Ordering Party rejects bid if:
  - 1) it was submitted after the time limit for the submission of bids;
  - 2) it was submitted by the Contractor:
    - a) subject to exclusion from the procedure or not meeting terms of participation in the procedure, or
    - b) who did not submit within the stipulated term the statement mentioned in art. 125 par. 1 of the PPL or subjective evidence, confirming lack of grounds for exclusion or meeting terms of participation in the procedure, objective evidence or other documents or statements,
  - 3) which is incompliant with the provisions of the act;
  - 4) which is incompliant based on separate provisions;
  - 5) its content is incompliant with the terms of the contract; 6) it has not been executed or submitted in manner compliant with technical and organisational requirements of executing or submitting bids through means of electronic communications stipulated by the Ordering Party;
  - 7) had been submitted under the conditions of unfair competition within the meaning of the act of 16 April 1993 on counteracting unfair competition;
  - 8) contains grossly low price or cost in comparison to the subject matter of the contract;
  - 9) contains mistakes in price or cost calculation;
  - 10) the Contractor within the stipulated time limit put disputed correction of mistake mentioned in art. 223 par. 2 item 3 of the PPL;

- 11) the Contractor had not expressed written consent for extending the bid validity period.
- 12) the Contractor had not expressed written consent for selection of his bid after expiry of the bid validity period.
- 13) in case when the Ordering Party demanded submission of bid bond - the Contractor did not submit bid bond, or submitted it in incorrect manner or had not maintained bid bond without interruption until expiry of the bid validity period or submitted application for return of the bid bond in the case mentioned in art. 98 par. 2 item 3 of the PPL;

### **SECTION Information on formalities which should be met after bid selection in order to conclude agreement concerning public contract**

1. The Ordering Party shall conclude agreement concerning the public contract with the Contractor whose bid was deemed as the most advantageous, within the time limit stipulated in art. 264 of the PPL.
2. In the case of selection of a bid submitted by the Contractors jointly seeking award of the contract the Ordering Party reserves a right to request before conclusion of the agreement concerning the public contract an agreement regulating the cooperation of the Contractors.
3. If the Contractor whose bid has been selected as the most advantageous avoids concluding the agreement concerning the public contract or does not submit the required performance bond, the Ordering Party has a right to repeat research and evaluation of bids among the remaining bids in the contractor procedure and choose the most advantageous bid or annul the procedure.
4. The Contractor will be obliged to conclude the agreement within the time limit indicated by the Ordering Party.

### **SECTION XVIII Bid bond**

The Ordering Party does not require submission of a bid bond.

### **SECTION XIX Performance bond**

The Ordering Party does not require submission of a performance bond

### **SECTION XX Instruction on remedies to which the Contractor is entitled**

1. The Contractor may appeal:

- a) an act of the Ordering Party in compliance with provisions of the act, undertaken during contract award procedure, conclusion of framework agreement, dynamic purchase system, the contractor qualification system or contest, including for the drafted provisions of the agreement;
  - b) omission of actions during the contract award procedure, conclusion of framework agreement, dynamic purchase system, the contractor qualification system or contest, to which the Ordering Party was obliged on the basis of the act;
  - c) omission of conducting contract award procedure or organising the contest on the basis of the act, despite the fact that the Ordering Party was obliged to.
2. The appeal to the Chairman of the Chamber is submitted within the time limit of:
    - a) 5 days since the day of delivering information on the activities of the Ordering Party which are the basis for its submission, if the information was delivered through electronic means of communication,
    - b) appeal concerning the content of the announcement initiating the contract award procedure or competition or concerning the content of the contract documents is submitted within the time limit of: 5 days since the date of listing the announcement in the Public Procurement Newsletter or publishing the contract documents at the website;
    - c) appeal in cases other than those stipulated in items 1-3 are submitted within the time limit of: 5 days since the date when the appellant learned about or while exercising due diligence could learn of circumstances which are the grounds for its submission.
  3. The appellant delivers to the Ordering Party the appeal submitted in electronic form or the copy of the appeal if it was submitted in a written form, before the expiry of the time limit for submitting the appeal in such manner that the Ordering Party can familiarize himself with its content before the expiry of the time limit.
  4. It is assumed that the Ordering Party could familiarize himself with the content of the appeal before the expiry of the time limit for its submission if the submission of the appeal or its copy took place before the expiry of time limit for its submission through means of electronic communication.
  5. The appeal contains information in compliance with art. 516 of the PPL.
  6. To the appeal the following is attached:
    - a) the evidence of payment of registration fee of the appeal for the required amount;
    - b) the evidence of submission of the appeal or its copy to the Ordering Party;
    - c) the document confirming power of attorney to represent the appellant.
  7. The parties and the participants of the appeal procedure can lodge a complaint to a court about the verdict of the Chamber and the decision of the Chairman of the Chamber mentioned in art. 519 par. 1 of the PPL.
  8. The complaint is lodged to the District Court in Warszawa - public procurement court, hereinafter called "public procurement court".
  9. The complaint is lodged through the Chairman of the Chamber, within 14 days since the delivery of the Chamber's verdict or the Chairman of the Chamber's decision mentioned in art. 519 par. 1 of the PPL, at the same time sending its copy to the other party of the com-

plaint. Submission of the complaint at the post office of the operator designated within the meaning of the Act of 23 November 2012 - Post Law is tantamount to lodging it.

10. The complaint should meet the requirements stipulate for procedural letter and should include designation of the appealed verdict, with indication whether it is appealed in entirety or in part, bringing up objections, their brief explanation, indication of evidence, as well as application for annulling the verdict or changing the verdict in entirety or in part, with indication of the scope of the desired change.

## **SECTION XXI Out-of-court resolution of disputes**

1. For every property matter where it is allowed to reach settlement each of the agreement's party in event of dispute arising from the contract may submit an application for conduction mediation or other out-of-court resolution of dispute in compliance with provisions on out-of-court resolution of disputes stipulated in art. 591-595 of the PPL
2. Reaching a settlement may not lead to violation of the provisions of the Section VII chapter 3 of the PPL.

## **SECTION XII Transparency of the procedure. Information on personal data processing**

1. The Ordering Party informs that in compliance with art. 18 par. 1 of the PPL the contract award procedure is public.
2. The protocol with attachments is public and made available at a request. Bids with attachments are made available at a request immediately after opening of the bids, no later than within 3 days since the date of opening of the bids. In the case when submitting a request concerning the right mentioned in art. 18 par. 1 of the regulation 2016/679 causes limitation of personal data processing included in the procedure protocol or attachments to the protocol then from the date of the end of the contract award procedure the Ordering Party does not make the data available, unless there are grounds which are mentioned in art. 18 par. 2 of the regulation 2016/679.
3. In compliance with art. 13 par. 1 and 2 of the regulation of the European Parliament and Council (EU) 2016/679 of 27 April 2016 on protection of natural persons in relation to personal data processing and the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation). (Journal of Laws EU L 119 of 04.05.2016, p. 1), hereinafter called "GDPR", we inform that:
  - The data controller is the Institute of Theoretical and Applied Information Technology of the Polish Academy of Sciences with registered seat in Gliwice, ul. Bałtycka 5 having tax identity number (NIP) no. 631 011 22 45.
  - Your personal data will be processed on the basis of art. 6 par. 1 letter c of the GDPR for the purpose related to this public contract award procedure,

- The recipients of your personal data will be persons or entities to whom the documentation of the procedure will be made available under provisions of the PPL;
  - Your personal data will be stored, in compliance with art. 78 par. 1 of the PPL for the period of 4 years since the date of the end of the contract award procedure, and if the duration of the agreement exceeds 4 years then the storage period includes the entire duration of the agreement;
  - the obligation to state your personal data directly is a statutory requirement stipulated in the provisions of the PPL, associated with participation in the public contract award procedure; consequences of not stating specific data arise from the PPL;
  - With regard to your personal data, decisions shall not be taken by automated means, pursuant to Article 22 of the GDPR;
  - as a data subject, you have:
    - on the basis of art. 15 of the GDPR you have a right to access to your personal data; on the basis of art. 16 of the GDPR you have the right to correct your personal data; on the basis of art. 18 of the GDPR you have right to demand the controller to restrict personal data processing subject to cases mentioned in the art. 18 par. 2 of the GDPR; you have a right to lodge a complaint to the President of the Personal Data Protection Office if you think that the processing of your personal data violates provisions of the GDPR;
  - You do not have:
    - in connection with Article 17(3)(b), (d) or (e) GDPR, the right to erasure of personal data;
    - the right to data portability as referred to in Article 20 of the GDPR;
    - pursuant to Article 21 GDPR, the right to object to the processing of your personal data, as the legal basis for the processing of your personal data is Article 6(1)(c) GDPR.
4. Disclosure mentioned in item 2 applies to all personal data with the exception of data mentioned in art. 9 par. 1 of the regulation 2016/679, gathered in the course of contract award procedure. Restrictions of transparency rule, mentioned in item 17 and art. 18 par. 3-6 of the PPL shall apply accordingly.
5. In the case of the person, whose personal data are processed by the Ordering Party, exercises the right mentioned in art. 15 par. 1-3 of the regulation 2016/679, the Ordering Party may demand from the person submitting the demand to indicate additional information in order to clarify the name or date of the finished contract award procedure.
6. The person whose personal data are processed exercising the right to correct or complete the personal data mentioned in art. 16 of the regulation 2016/679 may not breach integrity of the procedural protocol and its attachments.
7. Information which is a business secret in the meaning of the provisions on counteracting unfair competition cannot be disclosed if the Contractor when submitting such information reserved that they cannot be disclosed and proved that the restricted information constitute a business secret. The Contractor cannot restrict information mentioned in art. 222 par. 5 of the PPL.

8. The business secret within the meaning of art. 11 par. 2 of the act of 16 April 1993 on counteracting unfair competition (that is Journal of Laws of 2020, item 1913, as amended), is understood as technical, technological, organisational or other information of economic value which are not known to the public, which, as a whole or in a particular compilation and set of its elements, is not generally known to persons normally dealing with that type of information or is not readily available to such persons, provided that the person authorised to use or dispose of the information has taken steps, with due diligence, to maintain its confidentiality, that is when submitted the bid he reserved that they cannot be disclosed to other participants of the procedure and proved that the restricted information constitutes a business secret. All information that constitutes a business secret which the Contractor restricts as a business secret should be attached to the purchase platform in compliance with the bid submission instruction for the Contractor.
9. Disclosure of non-restricted content of the bids shall take place according to the following rules:
  - a) The person interested is obliged to request the Ordering Party to make available the content of the protocol or/and attachments to the protocol,
  - b) The Ordering Party establishes, taking into account restrictions of business secrets submitted as part of the bid, the scope of information that can be disclosed,
  - c) after conducting the activities above the Ordering Party shall immediately make available to the applicant the protocol and/or attachments to the protocol.

## CHAPTER 2

### DETAILED DESCRIPTION OF THE SUBJECT MATTER OF THE CONTRACT

**The subject matter of the contract is performing hotel, gastronomical and catering services, for up to 100 persons during the workshops called „Cybersecurity in the era of quantum computing: threats and challenges” held in Morocco in Ifran between 14-25.10.2024**

**The workshops will be financed by NATO funds as part of Science for Peace and Security programme, project no. SPS ASI G6123.**

The Ordering Party expects that the Contractor will provide the following conditions allowing to perform the subject matter of the contract:

- a) Accommodation based in Ifran, Morocco close to Al Akhawayn University.
- b) The Contractor shall provide one person rooms with bathrooms.
- c) The Contractor shall provide dining room.
- d) The Contractor shall provide conference room.

- e) The conference room will allow participation of 100 persons in a theatre-like layout while maintaining distance between seats.
- f) Close to the conference room there will be possibility of serving meals provided by catering services during the coffee break, at the same time providing a free access to the conference room and serving meals to disabled persons.
- g) The hotel can perform the subject matter of the contract between 14-25 October 2024 in Ifran.
- h) The Contractor will provide accommodation, meals and conference rooms at the place of performance of the subject matter of the contract.
- i) The Contractor has at the place of performance of the subject matter of the contract a number of rooms allowing to accommodate all participants of the workshops, including disabled persons (if there will be any).
- j) The Ordering Party expects accommodation in single person rooms of at least 100 participants of the workshops.
- k) The Contractor will provide free access to Internet within its premises.
- l) The rooms where the participants of the workshops will be accommodated will be of the same standard.
- m) The Contractor will provide 11 nights' accommodation on site from 14-25.10.2024, including:
  - breakfast and lunch for participants between 14-18 October 2024 and 21-25 October 2024,
  - Two times a day a coffee break (1 cup of coffee/tea + 1 glass of water - for each person) with snacks between 14-18 October 2024 and 21-25 October 2024.
- n) The Contractor has restaurant room guaranteeing performance of the subject matter of the contract in the scope of catering - each time for up to 100 persons (performance of the contract for 100 person "in shifts" is not foreseen)
- o) The Contractor - in need - should provide vegetarian and vegan meals both during performance of culinary and catering services.
- p) As part of the meal offering, when performing the subject matter of the contract during the workshops in the hotel, the Contractor shall present to the Ordering Party 10 days before the workshops a sample diverse menu of coffee breaks, breakfasts, lunches and formal dinner which will be binding for the hotel in the scope of meal services for the participants of the workshops.
- r) The Contractor has a conference room within its premises, enabling to perform the subject matter of the contract between 14-18 October 2024 and 21-25 October 2024. It should take into account the possibility of participation for up to . 100 persons in the room.
- s) The Contractor will provide a theatre-like layout in the conference room, a table for the presidium and rostrum for the speakers for given session and place for a poster session.

- t) The conference room should be equipped with audiovisual equipment (multimedia projector, screen or space adapted for projection, microphones, appropriate sound system and access to Internet).
- u) The Contractor guarantees permanence of the price unit for performance of the subject matter of the contract per person.
- w) The number of workshop participants is subject to change in relation to the number in the Terms of Reference. The remuneration for the execution of the subject of the contract will be determined on the basis of the actual use of the rooms. The Ordering Party will pay the minimum due remuneration corresponding to the participation of 25 persons for a period of 10 days.
- x) The Contractor has been in business for at least 3 years and has duly and successfully organised at least 3 conferences with a minimum of 65 participants. The contractor shall submit a declaration as shown in Attachment 2
- y) The Contractor shall prepare a statement of attendance of all participants, including dates of arrival and departure.
- z) Pursuant to Art. 257 item 1). PPL - the Contracting Authority may invalidate the contract award procedure if public funds that the Contracting Authority intended to finance the whole or part of the contract have not been awarded to it.

CAUTION: The Ordering Party requires to attach objective evidence to the bid - statements of the hotel on making available its resources in the scope of free hotel rooms, culinary services in association with the procedure (see: Chapter 1, Section IV of the Contract Specification)



## CHAPTER 3

### Agreement template no. ... 2024

concluded in Gliwice between:

the Institute of Theoretical and Applied Information Technology of the Polish Academy of Sciences, ul. Bałtycka 5,

44-100 Gliwice

represented by:

- Institute Director - PhD Eng. **Krzysztof Grochla**

hereinafter referred to as **the Ordering Party**,

and

.....  
represented by:

.....  
hereinafter referred to as **Contractor**.

In result of the conducted procedure no. .... in compliance with the Act of 11 September 2019 the Public Procurement Law (Journal of Laws of 2023, item 1605 with amendments), the agreement of the following content has been concluded:

#### § 1

1. The subject matter of the contract is performing hotel, gastronomical and catering services, for up to 100 persons during the workshops called „Cybersecurity in the era of quantum computing: threats and challenges” held in Morocco in Ifran between 14-25.10.2024 The place of performance of the services mentioned in par. 1 is ..... (the detailed address of the hotel).
2. The detailed scope of the subject matter of the agreement is included in the attachment no. .... created on the basis of the Contractor’s bid.
3. The Contractor shall provide accommodation and meals at the place which is mentioned in par. 2, in compliance with requirements specified in Chapter 2 of the Contract Specification, that is the detailed description of the subject matter of the contract.
4. The accommodation services shall be performed between 14-25.10.2024, and the catering services shall be performed between 14-18.10.2024 and 21-25.10.2024
5. The Ordering Party will inform the Contractor about the number of participants of the workshops within 21 calendar days before beginning of the service performance.

#### § 2

1. The remuneration of the Contractor for performance of the subject matter of the agreement shall be determined on the number of accommodated participants of the workshops and the number of participants of the workshops for whom the catering service will be performed.
2. The fee due to the Contractor for performing the subject matter of the agreement is ... gross for 1 person.
3. The remuneration of the Contractor may decrease if the number of the accommodated participants of the workshops decreases or the number of the participants of the workshops for whom the catering service will be performed decreases, the Ordering Party shall pay minimal due remuneration corresponding to participation of 25 people for a period of 12 days.
4. The remuneration will be paid on the basis of a properly issued invoice with a protocol of receipt.
5. The remuneration for the performance of the subject of the contract will be determined on the basis of the actual use of rooms and meals.
6. Unit prices for performed services indicated in the Contractor's bid contain all elements influencing prices that make up the remuneration due to the Contractor, in particular:
  - a) hotel accommodation services,
  - b) catering service,
  - c) waiter service, including cleaning after serving meals,
  - d) rental of conference room,
  - e) other services of the Contractor indicated in Chapter 2 of the Contract Specification,
  - f) value added tax.
7. Costs of additional services not included in Chapter 2 of the Contract specification, in particular: mini bar, phone, laundry services, individual orders of meals and drinks in the restaurant or bar shall be born individually by the participants of the workshops on terms of the Contractor. These costs shall not be borne by the Ordering Party. The Ordering Party is obliged to inform the participants of the workshops about the additional services' terms of use.
8. The Contractor does not have a right to cede receivable arising from this agreement to a third party without permission of the Ordering Party expressed in written form under pain of nullity.

### § 3

1. The payment of remuneration shall be based on the VAT invoice issued after performance of the subject matter of the agreement, with payment term of 30 calendar days since the date of the invoice's issue, the transfer made to the Contractor's bank account.
2. Remuneration payment will take place on condition of confirmation of good performance of the subject matter of the agreement (acceptance protocol) by the Ordering Party's representative indicated in § 4 par. 1 of the agreement.

3. The date of payment shall be deemed to be the date on which the Ordering Party's bank account is debited.

#### § 4

1. The representative of the Ordering Party in the scope of matters concerning performance of this agreement is:
  - Zbigniew Puchała, e-mail: zpuchala@iitis.pl ,
2. The representative of the Contractor in the scope of matters concerning performance of this agreement is:
  - ..... - phone no. .... e-mail .....

#### § 5

1. The Ordering Party may withdraw from the agreement if it shall be proved that the Contractor as of the moment of concluding the agreement was subject to exclusion on the basis of art. 108 of the PPL.
2. In case of the occurrence of a material change of circumstances resulting in the performance of the Agreement not being in the public interest, which could not have been foreseen at the time of conclusion of the Agreement, or the continued performance of the Agreement may jeopardise the essential interests of state security or public safety, the Ordering Party may withdraw from the Agreement within 30 days since the day of learning about the circumstances.
3. In event of withdrawal from the agreement by the Ordering Party due to circumstances mentioned in par. 1-2, the Contractor may only demand remuneration for the part of agreement performed until the day of withdrawal, without right to seek compensation.

#### § 6

1. In case when for reasons attributable to the Contractor the services covered by the subject matter of the agreement will not be possible to perform within the contractual term, the Ordering Party may withdraw from the agreement within 7 days since learning about the abovementioned circumstances and demand from the Contractor to pay a contractual penalty for the amount of 20 % of minimal due remuneration stipulated in § 2 par. 3 of the agreement.
2. The Ordering Party may pursue supplementary compensation on general terms if the damage suffered exceeds the value of the imposed contractual penalty.
3. The total maximum value of the contractual penalties which payment the Ordering Party may demand from the Contractor shall not exceed 50 % of the minimal due remuneration, stipulated in § 2 par. 3 of the agreement.
4. The Parties shall not bear responsibility for non-performance or improper performance of obligations arising from the agreement caused by force majeure. The term force majeure

means any events, existing or which can occur in future, which have impact on performance of the agreement, which are outside real control of the Parties and such events that could not be predicted or if predictable could not be avoided, even after undertaking all justified measures to avoid them by the Ordering Party or the Contractor. The term includes especially extraordinary events such as: riots, wars, natural catastrophes, radiation, epidemics, closure of borders, general or industry strike (if they last longer than 5 days), as well as actions of public authorities. If due to force majeure a Party will not be able to perform its contractual obligations in entirety or in part, it shall immediately inform the other Party about that. In such case the Parties shall agree manner and rules of further performance of agreement or its termination.

5. Contractual penalty claims will be covered by remuneration due to the Contractor or directly by the Contractor on the basis of payment demand sent to the Contractor, depending on the Ordering Party's choice.
6. The contractual penalties stipulated in the paragraph herein become due on the first day when it is possible to impose them.

#### § 7

1. The following changes are not amendments to the agreement:
  - a. changes of data of persons associated with administrative-organisational handling of the agreement;
  - b. changes of tele-address data of the parties;
  - c. changes of registry data of the parties;
  - d. changes which are a result of universal succession on part of one of the parties.
2. The change of the agreement shall be made in writing under pain of nullity.

#### § 8

1. The Ordering Party entrusts personal data processing to the Contractor in order to perform the agreement, to the narrowest possible extent but essential for performance of the agreement.
2. The Contractor obliges to process the personal data in accordance with provisions of generally applicable law, including the Regulation of European Parliament
3. and Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons in relation to personal data processing and the free movement of such data and repealing Directive 95/46/EC (Journal of Laws EU L2016, No. 119, p.1) and the act of 10 May 2018 on personal data protection (consolidated text Journal of Laws 2021. 1607).
4. The obligations concerning processing of personal data by the Contractor arising from the Regulation of European Parliament and Council (EU) 2016/679 are regulated by an agreement concerning entrusting personal data processing.

#### § 9

Disputes which may arise during performance of the agreement shall be subjected by the parties to resolution by the competent local common court for the registered seat of the Ordering Party.

§ 10

1. To the extent not covered by the Contract, the provisions of Polish law shall apply, including Civil Code.
2. The Contract has been drawn up in two counterparts, one for each party.

CONTRACTOR

THE ORDERING PARTY

## Chapter 4:

### Appendix no 1 - the template of bid form

Contractor:

.....  
(full name/company name)

represented by:

.....  
(name, surname, official position/  
legal basis for representation)

in public contract award procedure called Hotel, gastronomical and catering services for up to 100 persons during the workshops called „Cybersecurity in the era of quantum computing: threats and challenges” held in Morocco in Ifran between 14-25.10.2024 we offer:

- 1) Price of one person-hour ..... PLN net, ..... PLN gross, in words ....
- 2) Address of accommodation.....

..... (the locality), the date .....

## **Appendix no 2 - the template of statement form**

ORDERING PARTY:

The Institute of Theoretical and Applied Information Technology of  
the Polish Academy of Sciences  
ul. Bałtycka 5,  
44-100 Gliwice

Contractor:

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

represented by:

.....  
(name, surname, official position/  
legal basis for representation)

### **Statement by the Contractor**

issued based on art. 125 par. 5 in relation to art. 125 par. 1 of the act of 11 September 2019  
Public procurement law (hereinafter called: the PPL),

#### **CONCERNING FULFILMENT OF THE CONDITIONS FOR PARTICIPATION IN THE PROCEEDINGS**

For the needs of public contract award procedure called Hotel, gastronomical and catering  
services for up to 100 persons during the workshops called „Cybersecurity in the era of quan-  
tum computing: threats and challenges” held in Morocco in Ifran between 14-25.10.2024, I  
state the following:

#### **INFORMATION ON THE CONTRACTOR:**

I declare that I meet conditions for participation in the procedure stipulated by the Ordering  
Party in the Contract specifications and in the announcement of the contract.

..... (the locality), the date .....

.....  
(signature)

**INFORMATION ON RELYING ON RESOURCES OF OTHER ENTITIES**

I declare that in order to prove meeting conditions for participation in the procedure, stipulated by the Ordering Party in the Contract specifications and in the announcement of the contract, I rely on resources of the following entities:

.....  
.....

to the following extent: .....

.....  
..... (indicate the entity and stipulate the proper extent for the indicated entity).

..... (the locality), the date .....

.....  
(signature)

**A STATEMENT CONCERNING THE INFORMATION PROVIDED:**

I declare that all information provided in the above statements is up to date and truthful and have been presented in full knowledge of the consequences of misleading the contracting authority in presenting the information.

..... (the locality), the date .....

.....  
(signature)

**A STATEMENT REGARDING THE CONTRACTOR'S EXPERIENCE::**

I declare that I have organised the following 3 conferences for a mini-mum of 65 participants in the last 3 years:

No.	Name of conference	Number of participants	Date
1.			
2.			
3.			



I declare that the above data are true and have been presented in full knowledge of the consequences of misleading the contracting authority when presenting in-formation.

..... (the locality), the date .....

.....  
(signature)