

**TERMS OF REFERENCE**

**OPEN TENDER: KZP/18/2018**

**Public procurement procedure conducted by:  
OPEN TENDER**

**for the delivery of:**

*8 pcs. of Lidar 3D or equivalent sensors*

**CPV: 38520000-6, 38112100-4, 38000000-5, 38636100-3,**

**The estimated value of the contract - under EUR 221 000.**

**Place of delivery:**

**Przemysłowy Instytut Automatyki i Pomiarów  
PIAP  
*[Industrial Research Institute for Automation and Measurements]*  
Al. Jerozolimskie 202, 02-486 Warsaw *[Poland]***

**Contracting Authority:**

**Przemysłowy Instytut Automatyki i Pomiarów  
PIAP  
*[Industrial Research Institute for Automation and Measurements]*  
Al. Jerozolimskie 202, 02-486 Warsaw *[Poland]*  
Website: [www.piap.pl](http://www.piap.pl)**

### **I. Name and address of the Contracting Authority:**

Przemysłowy Instytut Automatyki i Pomiarów PIAP  
Al. Jerozolimskie 202 02 - 486 Warszawa.

Website: [www.piap.pl](http://www.piap.pl)

### **II. Type of contract award.**

1. This open tender procedure is conducted pursuant to Article 39 and subsequent articles of the Act of 29 January 2004 Public Procurement Law [*ustawa z dnia 29 stycznia 2004 r. Prawo Zamowien Publicznych*], hereinafter referred to as "the PPL Act" [*ustawa PZPJ*].
2. To the extent not regulated by these Terms of Reference, hereinafter referred to as the ToR, provisions of the PPL Act shall apply.
3. The contract value is less than the amounts specified in the implementing provisions issued under Article 11 para. 8 of the PPL Act.

### **III. Tender object description.**

1. The Tender Object is delivery of 8 pcs. of Lidar 3D or equivalent sensors, using as source of information about localization and obstacle recognition and classify of traversability of path for autonomous car in ATENA project.
2. The Contractor shall perform the contract in accordance with the rules and conditions set out in the contract template attached hereto as **Annex 2**.
3. Common Procurement Vocabulary (CPV): **38000000-5, 38636100-3, 38520000-6, 38112100-4**
4. The Contracting Authority does not allow partial bids to be submitted.
5. The Contracting Authority does not allow variant bids to be submitted.
6. The Contracting Authority does not intend to award contracts referred to in Article 67 para. 1 (7).
7. The Contracting Authority does not require the contractor to personally perform any works related to placement and installation of the object of the delivery 2

### **Detailed description of the tender object**

The tender object is the delivery of **8 pcs. of Lidar 3D or equivalent sensors** with the following specifications:

- Min 16 laser scanner channels
- Min measurement range: 100m
- Accuracy not worse than: +/- 3 cm
- At least dual returns (multi-echo)
- Horizontal field of view: 360<sup>0</sup>
- Min. vertical field of view: 30<sup>0</sup>
- Angular resolution (horizontal/azimuth) at least supporting range: 0.1<sup>0</sup> – 0.4<sup>0</sup>
- Rotation rate at least selectable in range: 5 – 20 Hz
- Class 1 – eye safe laser
- Operating voltage at least in range: 9-32VDC
- Shock resistance not worse than: 500 m/s<sup>2</sup> amplitude for 11 ms
- Vibration resistance not worse than: 5 Hz to 2000 Hz, 3G rms
- Environmental protection at least: IP67
- Operating temperature (min/max) at least: -10<sup>0</sup>C/+60<sup>0</sup>C
- Possibility of synchronization of multiple sensors (e.g. with GPS signal, PPS)
- Possibility to use multiple sensors in proximity minimizing interference
- Ethernet connection (data with synchronized time stamps)
- Warranty: min 12 months

### **IV. Time limit for the performance of the contract.**

The Contracting Authority requires the contract (delivery) to be completed within 8 weeks from the date on which the contract was concluded.

### **V. Conditions for participation in the procedure.**

1. Eligible to compete for the contract shall be Contractors that:
  - 1) are not subject to exclusion;
  - 2) fulfil the conditions for participation in the procedure concerning:
    - a) competences or authorisations to carry out specific professional activities, if required under separate regulations.
    - b) economic or financial standing
    - c) technical or professional capability.
2. The Contracting Authority may, at any stage of the procedure, decide that the Contractor does not have required capabilities if employment of technical or professional resources of the Contractor in other business undertakings may negatively affect the performance of the contract.
3. Fulfilling the conditions through relying on the capacities of other entities.
  - 1) To confirm compliance with the conditions for participation in the procedure, the contractor may rely on technical or professional abilities of other entities, regardless of the legal nature of the links between the contractor and these entities.
  - 2) With regard to the conditions relating to personal education, experience and professional qualifications, Contractors may rely on capabilities of other entities if the latter are to carry out works or services that require such capabilities.

3) If the technical or professional capabilities of the entity whose potential is relied upon by the Contractor do not demonstrate fulfilment of the conditions for participation in the procedure by the Contractor or grounds for exclusion exist with regard to such entities, as referred to in Article 24 para.1 (13) to (22) and para. 5 (1) of the PPL Act, the Contracting Authority shall demand that the Contractor, within the time limit set by the Contracting Authority:

- replace the entity with another entity or entities

Or

- undertake to perform personally the relevant part of the contract, provided that the Contractor demonstrates that it possesses the technical or professional capabilities.

4. Fulfilment of the conditions for participation in the procedure by a consortium.

1) where contractors apply for the award of a contract jointly (a consortium), the conditions set out in Section V.1 and 2 (b) and (c) hereof may be fulfilled by one Contractor or jointly by all Contractors jointly applying for the contract.

#### **Va. The grounds for exclusion referred to in Article 24 para. 5 of the PPL Act.**

Furthermore, the Contracting Authority intends to exclude a Contractor:

- 1) that is subject to liquidation proceedings, where in an arrangement approved by court in restructuring proceedings, the creditors' claims are to be satisfied by means of liquidation of the Contractor's assets or where the court ordered the liquidation of the assets of the Contractor pursuant to Article 332 para. 1 of the Act of 15 May 2015 Restructuring Law (Dz. U. [*Dziennik Ustaw/Polish Journal of Laws*], 2015, items 978, 1259, 1513, 1830 and 1844, and 2016, item 615) or whose bankruptcy has been declared, except for a contractor that, after its bankruptcy was declared, entered into an arrangement approved under a final and valid court decision, provided that the arrangement does not provide for the satisfaction of the creditors' claims by means of liquidation of the bankrupt's assets, except where the court ordered liquidation of the assets pursuant to Article 366 para. 1 of the Act of 28 February 2003 Bankruptcy Law (Dz. U., 2015, items 978, 1166, 1259 and 1844, and 2016, item 615);
- 2) that culpably infringed upon its professional obligations, thus putting its integrity into question, and in particular where the contractor, as a result of deliberate action or gross negligence, failed to perform or performed improperly a contract, and where the contracting authority can demonstrate this fact with relevant evidence;
- 3) if the contractor or the persons referred to in para. 1 (14), having been authorised to represent the contractor, remain in relationships defined in Article 17 para. 1 (2) to (4) with:
  - a) the contracting authority,
  - b) authorized representatives of the contracting authority,
  - c) members of the Tender Committee,
  - d) persons who have submitted the statement referred to in Article 17 para. 2a
    - unless it is possible to ensure impartiality on the part of the contracting authority through means other than by excluding the contractor from the procedure;
- 4) that, for reasons attributable to it, failed to perform or performed in a grossly improper manner a public contract or concession contract, concluded with the contracting authority referred to in Article 3 para. 1 (1) to (4), which resulted in terminating the contract or award of damages;
- 5) who is a natural person convicted by a valid and final judgment for an offence against employee rights or against the environment, if they were subjected to a penalty of custody, restriction of liberty, or fine of no less than PLN 3000 for that offence;
- 6) if a member in office of its managing or supervisory body, a partner in a general partnership or limited liability partnership, or a general partner in a limited partnership or a limited joint-stock partnership, or a registered agent has been convicted with a valid and final verdict for an offence referred to in (5);

- 7) against whom a final administrative decision was issued on the infringement of obligations resulting from the provisions of labour law, environmental protection law, or social security provisions, if a fine was levied through this administrative decision in an amount of no less than PLN 3000;
- 8) that infringed upon obligations relating to the payment of taxes, levies, or social or health insurance contributions, which the contracting authority is able to demonstrate with the use of relevant evidence, except for the case referred to in para. 1 (15), unless the contractor has paid due taxes, levies, and social or health insurance contributions (including due interest or fines), or entered into a binding agreement to repay such liabilities.

#### **VI. List of statements and documents confirming the fulfilment of the conditions for participation in the procedure and the lack of grounds for exclusion**

1. Each contractor shall enclose with the proposal a statement, the scope of which is provided for in **Annex 2** hereto. The statement shall be valid as at the day of submission of the bids. The information provided in the statement will constitute initial confirmation that the contractor is not subject to exclusion and fulfils the conditions for participation in the procedure.
2. If a group of contractors applies for a contract jointly, the statement referred to in Section VI. 1 hereof shall be submitted individually by each of the contractors applying for the contract jointly. The statement must confirm fulfilment of the conditions for participation in the procedure, as well as the lack of grounds for exclusion to the extent that each of the contractors demonstrates the fulfilment of conditions for participation in the procedure and the lack of grounds for exclusion.
3. The contracting authority requests that the contractor, if it intends to outsource part of the contract to subcontractors, include information about those subcontractors in the statement referred to in Section VI. 1 hereof, in order to demonstrate the lack of grounds for their exclusion in the procedure.
4. If the contractor refers to resources of other entities in order to demonstrate (with regard to such entities) the lack of grounds for exclusion and the fulfilment (to the extent that the contractor refers to the resources of such entities) of the conditions for participations in the procedure, the contractor shall include information about those entities in the statement referred to in Section VI. 1 hereof.
5. The contractor, within 3 days of posting on the website the information referred to in Article 86 para. 5 of the PPL Act, shall submit to the contracting authority a statement that it belongs or does not belong to the same capital group referred to in Article 21 para. 1 (23) of the PPL Act. In addition to the statement, the contractor may present evidence that their links with another contractor will not distort competition in the contract award procedure.
6. To the extent not regulated hereby, the provisions of the Regulation of the Minister of Development of 26 July 2016 on the types of documents which may be requested by the contracting authority from the contractor in the course of contract award procedure (Dz. U. 2016item 1126) shall apply.
7. If the contractor fails to submit the statement referred to in Section VI. 1. hereof, any statements or documents confirming the circumstances referred to in Article 25 para. 1 of the any other documents necessary for the procedure, or in any of the statements or documents are incomplete, contain errors, or raise doubts specified by the contracting authority, the contracting authority shall request that they be submitted, supplemented, or corrected within the time limit set specified by the contracting authority unless, despite their submission, the contractor's bid is rejected or it would be necessary to cancel the procedure.

## **VII. Information on the manner of communication between the Contracting Authority and Contractors, the manner of submitting statements and documents, and the indication of persons authorised to communicate with the Contractors.**

1. Any and all notices, statements, applications and information may be communicated by the Contracting Authority and the Contractor in writing, by fax or by electronic means, with the exception of the bid and the contracts, which are admissible in written form. At the same time, the Contracting Authority notes that pursuant to §14 (4) of the Regulation of the Minister of Development of 26 July 2016 on the types of documents which may be requested by the contracting authority (...) the statements and documents specified in Section VI hereof (including the ones submitted on the request referred to in Article 26 para. 3 of the PPL Act) may be certified true in both written and electronic form.
2. In communications addressed to the Contracting Authority, the Contractor should use the case number specified herein.
3. Notices, statements, applications and information communicated by the Contractor by electronic means should be sent to the following address: [kzp@piap.pl](mailto:kzp@piap.pl), [jowskiak@piap.pl](mailto:jowskiak@piap.pl)
4. Upon the request of any of the parties, the receipt of any and all notices, statements, applications and information communicated by electronic means shall be immediately confirmed.
5. The Contractor may request that the Contracting Authority explain the contents hereof.
6. If the request for explanation of the contents hereof is received by the Contracting Authority no later than by the end of the day marking the halfway point of the time limit for bid submission, the Contracting Authority shall present its explanations without undue delay and not later than 2 days before the expiry of the time limit for bid submission. If the request for explanation of the contents hereof is received after the time limit specified above, or when the request pertains to explanations already given, the Contracting Authority can either present the explanations or disregard the request. The Contracting Authority shall post the explanations on the website on which the ToR was made available.
7. The extension of the time limit for bid submission shall not affect the run of the time limit for requests as referred to in Section VII. 7 hereof.
8. If there is any contradiction between the contents hereof and the reply, the contents of the document containing the subsequent statement of the Contracting Authority should be considered binding.
9. The Contracting Authority assumes that no Contractors' meeting will be held.
10. The person authorised by the Contracting Authority to communicate with the Contractors is:
  - 1) on matters of law: Joanna Gorzelniak- Owskiak, [jowskiak@piap.pl](mailto:jowskiak@piap.pl); [kzp@piap.pl](mailto:kzp@piap.pl)
  - 2) on matters of fact: Mateusz Zarudzki, [mzarudzki@piap.pl](mailto:mzarudzki@piap.pl)

At the same time, the Contracting Authority notes that the provisions of the PPL Act do not permit any contact - including with the Contracting Authority and with the person authorised to communicate with the Contractors - other than that specified in this Section of the ToR. As such, the Contracting Authority will not respond to any other means of contacting it, in particular by telephone or/and in person at its office.

## **VIII. Tendering security requirements.**

1. The contracting authority does not require a tendering security to be lodged in the course of this procedure.

## **IX. Tender validity period.**

1. The contractor shall remain bound by its tender for a period of **30 days**. The tender validity period shall commence with the expiry of the time limit for bid submission. (Article 85 para. 5 of the PPL Act).

2. The Contractor may at its own initiative or at the request of the Contracting Authority extend the tender validity period for a period of time necessary to conclude the contract, though the Contracting Authority may only once, at least 3 days prior to the expiry of the tender validity period, request the Contractors to give their consent to extend this time limit by an indicated period, which however shall not be longer than 60 days.
3. A refusal to allow the tender validity period to be extended shall not result in the forfeiture of the tendering security.
4. The extension of the tender validity period shall be admissible only with concurrent extension of the validity period of the tendering security or, if that is not possible, with submission of a new tendering security for the extended tender validity period. If the tender validity period is extended after the best tender is selected, the obligation to provide a new tendering security or extend its validity shall apply only to the Contractor whose bid has been selected as the best one.

#### **X. Description of the manner of the bid preparation.**

1. The bid shall include the following statements and documents:
  - 1) the completed **bid form**, prepared using the template attached as **Annex 1** hereto, including in particular: indication of the offered tender object, total gross bid price, a pledge regarding the time limit for the performance of the contract, warranty period and payment terms, statement on the tender validity period and on the acceptance of all provisions hereof and of the contract template, as well as information specifying which part of the contract the Contractor intends to entrust to subcontractors;
  - 2) the statements referred to in Section VI. (1) to (4) hereof;
2. The bid shall be written in Polish, using a typewriter, computer or another permanent and legible method, and shall be signed by the person(s) authorised to represent the Contractor before third parties and to incur liabilities in the amount corresponding to the price of the bid.
3. If the bid is signed by a person not mentioned in the Contractor's registration (reference) document, or if any copies of the documents are certified true by such a person, the bid shall be accompanied by the original or certified true copy of an appropriate power of attorney.
4. Documents drawn up in a foreign language shall be accompanied by a translation into Polish.
5. Tenderers may submit only one bid limited to a single, unambiguously outlined proposal. Submitting more than one bid shall result in the rejection of all bids submitted by the Contractor.
6. The contents of the bid must comply with the contents of the ToR.
7. The Contractor shall bear any and all costs associated with the preparation and submission of the bid.
8. It is recommended that each non-blank page of the bid be numbered with consecutive numbers, and that the bid including the attachments be permanently bound together (e.g. bonded or stapled in a way that prevents the pages from coming loose), and include a table of contents.
9. Any corrections and amendments (including those made with correction fluid/tape) to the bid shall be initialled by hand by the person signing the bid.
10. The bid shall be submitted in a sealed envelope at the Contracting Authority's registered office, and shall be marked as follows:

**"Oferta - przetarg nieograniczony [Bid - open tender]: " Dostawa czujników Lidar 3D [Delivery of Lidar 3D sensors]"**

**nie otwierać przed 06.12.2018 [Do not open before 06.12.2018]**

**NR KZP/18/2018**

No. of pages (specify number of pages in the envelope)

and be labelled with the name and full address of the Contractor.

11. The Contracting Authority hereby advises that according to Article 8 in conjunction with Article 96 para. 3 of the PPL Act, bids submitted in public procurement procedures are public and subject to disclosure from the moment of their opening, with the exception of information constituting a trade secret within the meaning of the Act of 16 April 1993 on Combating Unfair Competition [*ustawa z dnia 16 kwietnia 1993 r. o zwalczaniu nieuczciwej konkurencji*] (Dz.U., 2003, No. 153, item 1503, as amended), unless the Contractor, at the time of submission of the bid, stipulated that they cannot be made available and at the same time demonstrated that the classified information constitutes a trade secret.
12. The Contracting Authority recommends that the information classified as a trade secret be submitted by the Contractor in a separate inner envelope marked "trade secret" or bound (stapled) separately from the other, public elements of the bid. Lack of explicit indication as to which information constitutes a trade secret shall mean that all statements and certificates submitted in the course of the procedure are public without reservation.
13. Any classification of information that does not constitute a trade secret as defined by the Act of 16 April 1993 on Combating Unfair Competition shall be deemed null and void and shall result in such information being declassified in accordance with the Resolution of the Polish Supreme Court [*Sqd Najwyższy*] of 20 October 2005 (ref. no III CZP 74/05).
14. The Contracting Authority hereby advises that where the contractor receives a Contracting Authority's request pursuant to Article 90 of the PPL Act, and the explanations and/or evidence submitted by it constitute a trade secret as defined by the Act on Combating Unfair Competition, the Contractor shall have the right to classify them as a trade secret. Such classification shall be deemed effective only if the Contractor, in addition to classifying the information, simultaneously demonstrates that the information constitutes a trade secret.
15. The Contractor may amend, correct, modify and supplement the submitted bid, provided that the Contracting Authority receives a written notice of changes before the time limit for bid submission. The amendment notification shall be submitted in accordance with the rules for bid submission, i.e. in an envelope duly marked "ZMIANA" [*"AMENDMENT"*]. Envelopes bearing the label "ZMIANA" shall be opened upon the opening of the bid of the Contractor that introduced the changes and, after the amendment procedure has been verified as correctly executed, shall be incorporated into the bid.
16. Before the final date for bid submission, the Contractor may withdraw from the procedure by submitting a written notice, following the rules for submitting amendments and corrections, in an envelope marked "WYCOFANIE" [*"WITHDRAWAL"*]. Envelopes marked in this way shall be the first to be opened, after the Contractor's conduct has been verified as correct and compliance with the submitted bids has been confirmed. Envelopes with withdrawn bids shall not be opened.
17. The amount indicated in the documents submitted to confirm compliance with the conditions for participation in the procedure, if expressed in currencies other than PLN, shall be translated into PLN by the Contracting Authority using the average exchange rate communicated by the National Bank of Poland as at the date of the commencement of the tender procedure.
18. A bid whose content is inconsistent with the ToR shall be rejected, without prejudice to Article 87 para. 2 (3) of the PPL Act (Article 89 para. 1 (2) of the PPL Act). Any and all ambiguities and questions regarding the provisions hereof must therefore be resolved with the Contracting Authority before the time limit for bid submission, in accordance with the procedures laid down in Section VII hereof. The PPL Act does not provide for negotiating the terms of contract, including the provisions of the draft contract, after the bid opening date.

#### **XI. Place and date of bid submission and opening.**



1. The bid shall be submitted at the Contracting Authority's registered office at Przemyslowy Instytut Automatyki i Pomiarow PIAP, Al. Jerozolimskie 202, **Kancelaria [main office]**, 02-486 Warszawa [Warsaw], by: **06.12.2018, 10<sup>00</sup> AM** and addressed in accordance with the description set out in Section X hereof.
2. The decisive date and time for assessing compliance with the time limit shall be the date and time of the receipt of the bid by the Contracting Authority, and not the date of its posting by mail or courier.
3. A bid lodged after the time limit indicated in Section XI. 1 hereof shall be returned to the contractor, in accordance with the principles set out in Article 84 para. 2 of the PPL Act.
4. The opening of the bids shall take place at the Contractor's registered office - bud. 3, pok. 5 [building no. 3, room no. 5], on **06.12.2018, at 10<sup>30</sup> AM**.
5. The opening of bids is public.
6. During the opening the Contracting Authority shall read out the information referred to in Article 86 para. 4 of the PPL Act.
7. Immediately after opening of the bids, the Contracting Authority shall post on the website [www.piap.pl](http://www.piap.pl) the information about:
  - a) the amount which the Contracting Authority intends to earmark for financing the contract;
  - b) company names and addresses of contractors who submitted bids on time;
  - c) the price, contract performance deadline, guarantee period and payment terms specified in the bids.

## **XII. Description of the price calculation.**

1. The Contractor shall specify the contract price by indicating (in the Bid Form prepared in accordance with the template attached as **Annex 1** hereto) the total gross bid price for the performance of the tender object, divided into the tasks specified in Section III hereof.
2. The total gross bid price shall include all costs relating to the performance of the tender object, in accordance with the tender object description and the contract template provided herein.
3. The Contracting Authority does not allow for the option of changing the gross bid price
4. The prices shall be: given and calculated rounded to two decimal places (rounding rule - the decimal is omitted if lower than 5, if 5 or higher the value is rounded up).
5. The price should be expressed in Polish zlotys (PLN).
6. If, in the course of the tender, a bid has been submitted, the selection of which would result in a tax obligation on the Contracting Authority under the provisions on tax on goods and services, the Contracting Authority shall, in order to evaluate such a bid, add the value added tax (VAT) payable under these provisions to the bid price. In that case, the Contractor, when submitting a bid, shall inform the Contracting Authority whether the selection of that bid will lead to a tax obligation on the Contracting Authority, indicating the name (type) of goods, the delivery of which would lead to a tax obligation, and indicating the value of the *goods* without the tax amount.

## **XIII. Description of the criteria which the Contracting Authority will apply in selecting a bid, specifying also the weights of the criteria and the method of assessing bids**

### **a. Assessment criteria and their rank in the assessment**

No.	Criterion	Rank
	Price	100%
	TOTAL	100%

## **b. Method of calculating the point value**

The point value of the individual criteria shall be calculated on the basis of the following formulae (after performing the calculation in accordance with (a)):

Criterion - K1 = 100 \* the lowest of the offered prices/price in the assessed bid.

## **c. Principles for bid selection and award of contract**

- The Contracting Authority shall award the contract to the Contractor whose bid meets all the requirements of the Act of 29 January 2004 Public Procurement Law, fulfils all the requirements specified herein and was deemed the most advantageous based on the given assessment criteria.
- The bid with the lowest gross price and fulfilling all of the conditions set out herein shall be considered the most advantageous.
- If the bid is from a foreign contractor, the Contracting Authority shall (for purposes of comparing bids) add the value of the VAT and the value of customs duties that it will be required to pay if the bid is selected.
- Where the best bid cannot be selected as two or more bids represent the same ratio of price and other contract award criteria, the Contracting Authority shall choose from among those bids the one with the lowest price or cost (Article 91 para. 4 of the PPL Act).
- The Contracting Authority does not allow for a tiebreaker via electronic auction.

## **XIV. Information concerning formalities which should be met following the selection of a bid in order to conclude a public procurement contract.**

1. Persons representing the Contractor at the signing of the contract should have documents confirming their authorisation to sign the contract, unless such authorisation is based on documents attached to the bid.
2. If the selected bid has been submitted by contractors who apply for the award of a contract jointly, the Contracting Authority may request that an agreement regulating the cooperation between those Contractors be presented prior to the conclusion of the contract. Such an agreement should specify the parties to the agreement, the objective of the action, the manner of cooperation, the scope of work to be performed by each party, joint and several liability for the performance of the contract, the duration of the consortium (encompassing the duration of the contract, guarantee and statutory warranty), and should rule out any options of terminating the consortium agreement by any of its members prior to the completion of the contract.
3. The contract shall be concluded according to the Contracting Authority's template.
4. The provisions of the contract template are not negotiable.

## **XV. Requirements concerning security on due performance of the contract.**

The Contracting Authority shall not require a security to be lodged on due performance of the contract.

## **XVI. Provisions of essence to the parties which will be introduced to the concluded public procurement contract, general terms of the contract or contract template, if the Contracting**

**Authority requires the Contractor to conclude a public procurement contract with it on these terms.**

The contract template is attached hereto as an **Annex**.

**XVII. Notice on legal remedies.**

1. All Contractors, as well as any other entity having or having had an interest in obtaining a particular contract or any other entity that may suffer a damage as a result of the violation of the provisions of the PPL Act by the Contracting Authority, are granted the same legal remedies specified in Section VI of the PPL Act applicable to tenders valued below the amount specified in the implementing provisions issued under Article 11 para. 8 of the PPL Act.
2. Legal remedies against the contract notice and the ToR shall be also available to organisations entered in the list referred to in Article 154 (5) of the PPL Act.

**The Contracting Authority expects the Contractors to thoroughly read the contents of the ToR. The risk of not submitting all of the required information and documents, and submitting a bid that does not meet the requirements specified by the Contracting Authority, is borne by the Contractor.**

Annexes to the ToR:

1. Bid form including annexes (statements)
2. Contract template
3. GDPR clause

HEREBY APPROVED BY

Head of the Contracting Authority or an  
authorised person

*Information clause under Article 13 of the GDPR*

In accordance with Article 13(1),(2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ EU L 119, 4.5.2016, p. 1). hereinafter "GDPR", I hereby inform you that:

- the controller of your personal data is Przemysłowy Instytut Automatyki i Pomiarów PIAP, Al. Jerozolimskie 202, 02 - 486 Warszawa;
- the data protection officer at Przemysłowy Instytut Automatyki i Pomiarów PIAP is Mr Maciej Wara-Wąsowski, tel. 796 239 428, email: [mwarawasowski@odomg.pl](mailto:mwarawasowski@odomg.pl);
- your personal data will be processed based on Article 6(1 )(c) of the GDPR for the purpose relating to the public procurement procedure KZP/18/2018 conducted by open tender;
- the recipients of your data will be persons and entities to whom the tender documentation will be made available pursuant to Article 8 and Article 96 para. 3 of the Act of 29 January 2004 Public Procurement Law (Dz. U., 2017, items 1579 and 2018), hereinafter "the PPL Act";
- Your personal data will be stored, pursuant to Article 97 para. 1 of the PPL Act, for a period of 4 years from the date of the end of the contract award procedure, or if the contract duration exceeds 4 years, the data will be stored for the entire duration of the contract;
- the obligation to provide personal data concerning you directly is a statutory requirement set out in the provisions of the PPL Act in relation to participation in the public procurement procedure; the consequences of failure to provide the specified data arise under the PPL Act;
- the decisions concerning your personal data will not be made by automated means pursuant to Article 22 of the GDPR;
- you have:
  - the right of access to personal data concerning you pursuant to Article 15 of the GDPR;
  - the right to rectification of your personal data pursuant to Article 16 of the GDPR \*\*;
  - the right to request from the controller restriction of processing of the personal data, pursuant to Article 18 of the GDPR, without prejudice to the cases referred to in Article 18(2) of the GDPR\*\*\*;

- the right to lodge a complaint with the President of the [*Polish*] Personal Data Protection Office, if you consider that the processing of personal data relating to you infringes the GDPR;

■ you do not have:

- the right to erasure of personal data in conjunction with Article 17(3)(b),(d) or (e) of the GDPR;
- the right to transfer personal data referred to in Article 20 of the GDPR;
- the right to object to the processing of personal data pursuant to Article 21 of the GDPR, as the legal basis for processing of your personal data is Article 6(1 )(c) of the GDPR.