



REFERENCE: Z-CBR-12-2018

Ordering party:

Nowy Styl Sp. z o.o.

38-400 Krosno
Pużaka Street 49

Podkarpackie Voivodship

www.nowystylgroup.com

TERMS OF REFERENCE

to a co-financed procurement procedure not governed by the provisions of the 29 January 2004
Public Procurement Act (Journal of Laws 2013, item 907, as amended).

In matters not regulated by law, the mandatory provisions of law shall apply,
in particular the Act of 23 April 1964 on the Civil Code (Journal of Laws 1964.16.93).

SUBJECT OF THE CONTRACT:

Test stand for testing office furniture

General information.

The terms used in these TERMS OF REFERENCE shall have the following meanings:

1. Ordering party:

Nowy Styl Sp. z o.o., 38-400 Krosno, Pużaka 49, NIP: 684 000 93 02, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court in Rzeszów, XII Commercial Division of the National Court Register under KRS number 0000077550, share capital: PLN 51,550.00

2. Contractor:

A natural or legal person or an organisational unit without legal personality, which applies for a contract, has submitted an offer or concluded an contract. Hereinafter also referred to as the Bidder.

3. ToR:

Terms of Reference (hereinafter referred to as "Terms" or "ToR")

4. Procedure:

A procurement procedure conducted by the Ordering Party (hereinafter referred to as "the Procedure") on the basis of these Terms.

5. Procedure reference

The proceeding referred to in these Terms is identified by the reference **Z-CBR-12-2018**. Bidders should refer to this reference in all dealings with the Ordering Party.

6. Procedure to be followed

The procurement procedure (hereinafter referred to as "the procedure") is conducted in the form of negotiations with an announcement, in compliance with the principles set forth herein. In matters not regulated, the mandatory provisions of law shall apply, in particular the Act of 23 April 1964 on the Civil Code (Journal of Laws 1964.16.93). **This procedure is not subject to the provisions of the Act of 29 January 2004 Public Procurement Law (Journal of Laws of 2013, item 907, as amended)**

7. Supplementary information.

- 7.1. All information in these Terms is provided exclusively for the purpose of preparation of a bid and should under no circumstances be used in any other way or made available to persons not participating in the procedure.
- 7.2. All costs related to the preparation and delivery of a bid shall be borne by the Bidder (hereinafter also referred to as the Contractor) regardless of the outcome of the procedure.
- 7.3. **The announcement of the proceedings and the content of the ToR are published on the websites:**

http://www.nowystylgroup.pl/informacje_o_Tenders
<https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/>

Full documentation of the proceedings will be made available via e-mail at the written request of potential Bidders, sent to the address:

przetarg@nowystylgroup.com

Changes in the content of the ToR, questions and answers will also be published in the same way.

- 7.4. Whenever this ToR refers to a written form (and unless otherwise stated) it shall be understood as a declaration of will bearing the personal signature of the person submitting the declaration, e-mail correspondence bearing a secure electronic signature verified with a valid qualified certificate, but also e-mail correspondence not bearing a secure electronic signature verified with a valid qualified certificate.
- 7.5. The Ordering Party reserves the right to amend or supplement the content of the announcement about the procedure and the present ToR, in particular the material scope of the subject of the contract or the deadline for submission of bids. The change may take place at any time, before the deadline for submission of tenders. In case of such change, the information about this fact will be immediately transferred to all Bidders in the manner foreseen for the announcement of the ToR and will be binding. If the change may affect the content of the bid, the Ordering Party shall extend the deadline for submission of tenders.
- 7.6. It is not foreseen that the Bidders will participate in the opening of the bids.
- 7.7. The Ordering Party does not envisage convening a meeting of all Bidders in order to clarify any doubts concerning this ToR.
- 7.8. Explanations of the ToR: The Bidder may request in writing the Ordering Party to clarify the contents of the ToR. The Ordering Party shall immediately provide written explanations, unless a request for clarification of the Terms was received by the Ordering Party less than 3 business days before the date of submission of the Bid. Business days shall be understood as days from Monday to Friday, excluding public holidays in accordance with Polish law. Explanation to the content of the ToR together with questions will be sent to all entities who downloaded materials within the proceedings and posted on the website of the Ordering Party:

http://www.nowystylgroup.pl/informacje_o_Tenders
<https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/>

- a. Please send your request for additional explanations to your e-mail address:

przetarg@nowystylgroup.com

**Enter the following in the subject line of the message: "Z-CBR-12-2018 information".
The content of the written explanation shall also be sent in writing to all Bidders who downloaded the ToR from the Ordering Party, without revealing the source of the enquiry.**

- b. Persons entitled to direct contact with the Bidders:

Dariusz Such, phone +48 510 005 572 - formal matters

Dariusz Bełch, phone +48 510 005 203 - technical matters

- 7.9. The Ordering Party does not allow submission of variants.

- 7.10. The Ordering Party does not allow partial offers to be submitted, with any number of parts.
- 7.11. The Ordering Party shall allow subcontractors to carry out parts of the subject of the contract.
- 7.12. The Ordering Party does not envisage selecting a bid with the use of an Internet auction.
- 7.13. The Ordering Party does not envisage concluding a framework contract.
- 7.14. The Ordering Party shall not demand a security deposit.

I. Contract Subject Description

A detailed description and requirements concerning the subject of the contract are specified in Appendix 4 to the ToR.

II. Time limits

- 1. Required order lead time: **up to 18 weeks from the date of the contract.**
- 2. Bid binding period required: **30 days after the closing date for submission of tenders.**
- 3. Bids must be submitted at the Ordering Party's office in the Management Board's Secretariat - Krosno, 49 Pużaka Street, (3rd floor) **until 07 August 2018 at 12:00.**
- 4. The bid may also be sent by e-mail (PDF file) to the following address: przetarg@nowystylgroup.com within the above time limit, with the provisions of Chapter VI, Section 6 of the ToR being applicable to all bids submitted by electronic means.
- 5. The opening of bids shall take place on **07 August 2018 at 13:00**, in the seat of the Ordering Party.

III. Conditions for participation in the procedure and a description of the manner in which the fulfilment of these conditions is to be assessed

- 1. Bidders may apply for the award of the contract if they:
 - 1.1 have the right to perform specific activities or business, wherever the Law imposes the obligation to possess them;

Method of evaluation: The Ordering Party shall consider a condition to be fulfilled if the contractor submits:

An extract from a relevant register or information from the National Court Register in the form of a computer printout taken pursuant to Article 4(4a) of the Act of 20 August 1997 on the National Court Register, proving that the Bidder has been entered into a relevant register (e.g. the National Court Register) or record (e.g. CEIDG) and conducts this type of activity - issued or generated not earlier than 3 months before the deadline for submission of bids.

- 1.2 are economically and financially capable of carrying out the contract;

Method of evaluation: The Ordering Party does not specify any specific requirements in this respect.

The Ordering Party shall consider the condition to be fulfilled if the Contractor submits statements constituting an element of Appendix 3 to this ToR.

- 1.3 they submit a complete bid in accordance with the provisions of the ToR.
- 2. When evaluating documents submitted for the purpose of assessing whether the conditions for participation in the procedure are met, in which a currency other than PLN (Polish zloty) is specified, the Ordering Party shall apply the average exchange rate of that currency announced by the National Bank of Poland on the date of announcement of the procedure on the Ordering Party's website for converting the currency into Polish zloty. If the National Bank of Poland does

not publish the exchange rate of this currency on the day referred to above, the Ordering Party shall apply the average exchange rate of this currency last announced by the National Bank of Poland before the aforementioned day.

3. The assessment of the fulfillment of the above mentioned conditions will be made on a "meets - does not meet" basis, and on the basis of information contained in declarations and documents to be provided by contractors in order to confirm that the conditions for participation in the procedure have been fulfilled.
4. The Ordering Party reserves the right to verify the facts against the documents and statements submitted, including also by inviting the Bidder to provide explanations regarding the content of documents and statements.
5. Irrespective of the above, the Ordering Party reserves the right to request the Bidders to submit information on the works/supplies/services not performed properly in order to verify the reliability, qualifications and effectiveness of the Bidder.

IV. Information on declarations and documents to be provided by bidders in order to confirm their fulfillment of the conditions for participation in the procedure

1. In order to confirm the fulfillment of the required conditions, each Bidder should submit the following documents and statements:

- 1.1 An extract from a relevant register or record or information from the National Court Register in the form of a computer printout obtained pursuant to Article 4(4a) of the Act of 20 August 1997 on the National Court Register, proving that the Bidder has been entered in a relevant register (e.g. the National Court Register) or record (e.g. CEIDG) and conducts this type of activity, issued or generated not earlier than 3 months before the deadline for submission of bids.
- 1.2 Statements to be made according to the template:
 - 1.2.1 constituting **Appendix 1, 2, 3, 3a, 3b** to the ToR
 - 1.2.2 **initialled Appendix 4 to the ToR**
 - 1.2.3 **initialled Appendix 5 to the ToR**
- NOTE:**

Any documents submitted additionally to the above will be considered as informative only and not binding.
- 1.3 If the contractor has its registered office or place of residence outside the territory of the Republic of Poland, it shall submit counterparts in accordance with the local law, and if the documents referred to in points 1.1-1.4 of Chapter IV are not normally issued, they shall be replaced by a document containing a statement made before a notary public, a competent judicial, administrative authority, or a professional or economic self-government body of the country in which the contractor is established.
- 1.4 If the bid is signed by a person(s) not listed in the document confirming the Bidder's right to participate in legal transactions, the appropriate power of attorney should be attached.
- 1.5 Contractors may apply for the contract jointly. Contractors applying jointly for the contract shall appoint a plenipotentiary to represent them in the procurement procedure or to represent them in the procedure and to conclude the contract for the co-financed non-public contract.



- 1.6 In the case of a bid submitted by contractors acting jointly, the following documents as referred to in points 1.1 to 1.4 of Chapter IV shall be submitted by each of the contractors applying jointly for the award of the contract.
- 1.7 In the case described in point 1.6 above, the contractors shall be jointly and severally liable for the damage caused to the Ordering Party by the non-performance or improper performance of the obligation resulting from the conditions for awarding the contract.
2. If the Bidder fails to submit any of the documents or statements – and if the Bidder fails to submit the information referred to in Chapter IV, point 5 of the ToR, whenever the Ordering Party so requests; - the Ordering Party may request the Bidder in writing to submit the missing or properly prepared document or statement (information), setting an appropriate time limit for this purpose. In case of failure to submit the missing or correctly prepared document or statement (or information referred to in Chapter IV, point 5 of the ToR, if the Ordering Party so requests) within the specified time limit, the Ordering Party shall exclude the Bidder from participation in the procedure. A bid of an excluded contractor shall be deemed rejected.

V. *Description of bid preparation*

1. **The bid should be prepared in the Polish language.**
2. **If documents are attached in a foreign language, they should be submitted along with a translation into Polish.**
3. Each of the Bidders may submit only one offer.
4. The bid must be submitted in a single package bearing the words **“Z-CBR-12-2018 - OFERTA – ORYGINAŁ”**. The packaging should contain information about the Bidder (i.e. the name and address of the Bidder), as well as the indication of the Ordering Party (the name and address of the Ordering Party), containing 2 separate packages, described in the following way:
 - 4.1. Package No. 1 - Z-CBR-10-2018 – CZĘŚĆ FORMALNO - TECHNICZNA (Appendices 1, 3, 3a, 3b, 4, 5, to the ToR together with the documents and statements confirming the fulfilment of the conditions for participation in the proceedings listed in section IV of the ToR);
 - 4.2. Package No. 2 - Z-CBR-10-2018 – CZĘŚĆ CENOWA (Appendix 2 to the ToR)
5. A paper offer must be submitted at the Ordering Party’s registered office:

**Pużaka 49
38-400 Krosno
Management Board Secretariat (3rd floor)**

6. A bid in electronic form may be sent to the Ordering Party at the following address:

przetarg@nowystylgroup.com

However:

- a) paper-based bid requirements shall apply mutatis mutandis to tenders submitted by electronic means;
- b) the documents making up the offer should be saved in PDF format in two separate files, containing the formal part and the price part.
- c) the following should be entered in the subject line of the e-mail message - **Z-CBR-12-2018-OFERTA**
- d) The offer should be prepared taking into account the following principles:
 - **documents constituting the offer and confirming meeting the conditions for participation in the procedure must be signed by a person or persons authorised to act**

in legal trade on behalf of the Bidder, with the signature being legible or marked with personal stamps with the indication of the position.

- all amendments or changes to the bid text must be initialled in manuscript and dated by the person(s) signing the bid.
 - **at the same time, please send Appendix 3b in both PDF and Excel format.**
7. The Ordering Party informs that tenders submitted in the tender procedure are open and are subject to disclosure from the moment they are opened, except for information constituting a business secret within the meaning of the Act of 16 April 1993 on combating unfair competition (Journal of Laws 2003.153.1503). **Information covered by business secret are deemed by the Ordering Party to be exclusively documents classified by the Bidder as "business secret".**

VI. Amendments and withdrawals of bids

1. The Bidder may introduce changes to the submitted tender provided that it does so before the deadline for submission of tenders.
2. The withdrawal of the offer by the Bidder may take place before the expiry of the deadline for submission of offers. After the deadline for submission of tenders, the consent of the Ordering Party is necessary for effective withdrawal of the tender.
3. Both changes and withdrawals of offers must be made in writing.

VII. Criteria triggering the rejection of a tender

1. The Ordering Party may reject a bid if:
 - a) the content of the bid does not correspond to the ToR (the content of the bid should not be understood as documents and statements concerning the fulfilment of the conditions for participation in the procedure);
 - b) its submission constitutes an act of unfair competition within the meaning of the Act of 16 April 1993 on combating unfair competition (Journal of Laws 2003.153.1503).
 - c) It was submitted by a Bidder excluded from participation in the public procurement procedure within the meaning of art. 24 par. 1 of the Public Procurement Law Act of 29 January 2004 (Journal of Laws of 2010.113.759).
 - d) The bidder has submitted false information which affects or may affect the outcome of the proceedings,
2. The Ordering Party shall reject the bid in the following events:
 - a) if there are circumstances with respect to the Ordering Party concerning capital or personal relations, understood as mutual relations between the Ordering Party or persons authorised to incur liabilities on behalf of the Ordering Party or persons performing activities on behalf of the Ordering Party related to preparation of, and carrying out the Contractor selection procedure and the Contractor, consisting in particular of:
 - participation in a company as a partner in a civil law partnership;
 - holding at least 10 % of the shares;
 - performing the function of a member of the supervisory or management body, proxy, plenipotentiary;
 - being married, in a relationship of kinship or affinity in a straight line, in a relationship of kinship or affinity in a lateral line to the second degree, or in a relationship of adoption, custody or guardianship.
 - b) failure to meet one or more of the mandatory criteria set out in Appendix 3b.
 - c) failure to remedy the deficiencies and formal shortcomings noted by the Ordering Party within the prescribed time limit

NOTE - due to the rejection of the bid, the Bidder is not entitled to any claims against the Ordering Party.

VIII. Opening and evaluation of bids

1. The opening of bids shall take place on **07 August 2018 at 13:00** at the seat of the Ordering Party, without participation of Bidders.
2. The Ordering Party shall prepare a single minutes document both from the opening of tenders as well as from the awarding of Stages I and II.
3. The most advantageous bid will be selected in two stages:

Stage I

- 3.1. The Ordering Party shall make a formal assessment of the completeness and conformity with the conditions of the ToR.
- 3.2. The Ordering Party shall notify the relevant Bidders in writing of any identified formal shortcomings and deficiencies, setting the deadline for their removal.
- 3.3. Technical assessment based on Appendix 3b.
- 3.4. In order to verify the technical data and operation of the offered machine, the Ordering Party reserves the right to call upon selected Bidders to manufacture test workpieces in the presence of representatives of the Ordering Party. Bidders who fail the tests or who refuse to perform the tests shall be excluded from the procurement procedure.

Stage II

- 3.5. In order to select a contractor, the Ordering Party reserves the right to negotiate commercial terms and conditions with the Bidders who successfully passed Stage I, i.e. who meet the formal conditions for participation in the procedure.
- 3.6. After negotiations, the tender committee of the Ordering Party shall select the contractor.
4. Bids will be evaluated on the basis of the following criteria:
 - 4.1. Technical assessment – criterion weight 40%;
 - 4.2. Price - criterion weight 40%;
 - 4.3. Warranty terms – criterion weight 20%;
5. On the basis of the criteria set out in point 4, any bid which is not rejected will be assessed according to the following rules:

5.1. **"Technical assessment" ("T")** - the points will be calculated on the basis of the data presented in the Technical Declaration (Appendix 3b to this ToR) according to the scheme below:

ITEM	DESCRIPTION	SCORING METHOD	MAXIMUM POSSIBLE NUMBER OF POINTS
I. MANDATORY TECHNICAL CRITERIA			
1	The testing stand is to enable strength tests to be carried out on the basis of the following test standards:		31
a	PN-EN 1335-3, points concerning the durability of the seat and back as well as testing the rolling resistance of an unloaded chair	yes=1 no=0	
b	BS 5459-2, points relating to the forward - rear safety test, included in the standard as A.5.1	yes=1 no=0	
c	PN-EN 16139, points concerning the durability of the seat and back	yes=1 no=0	

d	PN-EN 527-2, points relating to the testing of strength and durability of all types of tables	yes=1 no=0
e	PN-EN 14073 and PN-EN 14074, in the scope of comprehensive testing of the strength of the construction of standing and hanging cabinets within the scope of the whole series and their movable parts, i.e.: doors: openable with sash width up to 600 mm, sliding, shutter doors with length up to 1700 mm and drawers with depth up to 750 mm.	yes=1 no=0
2	Testing stand consisting of a machine platform, load-bearing beams made of aluminium profiles, pneumatic cylinders, control terminal, set of testing punches and furniture fastening systems, in accordance with the detailed description of the subject of the order in item I.2.	
2.1.	A platform with the following parameters:	
a	rectangular, measuring min 2400mm x 3200mm	yes=1 no=0
b	platform made of sheet steel with a thickness of min. 8mm	yes=1 no=0
c	a platform protected against corrosion by a chromium or zinc coating	yes=1 no=0
d	a net of threaded holes (min M8) made in the platform to enable the fastening of the products on the stand.	yes=1 no=0
2.2	Load-bearing beams made of aluminium profiles	
a	Aluminium profile with min. dimensions 80mm x 80mm and weight min. 8 kg/m	yes=1 no=0
b	Load-bearing beams forming a closed cage, internal height min 2000 mm	yes=1 no=0
c	Cage additionally reinforced in corners.	yes=1 no=0
2.3	Test stand equipped with actuators	
a	Min. 6 pneumatic cylinders	yes=1 no=0
b	Pneumatic actuators adapted to the strength tests specified in the Detailed description of the subject of the order, in point I. 1	yes=1 no=0
c	Force transmission and reading effected by force strain gauges.	yes=1 no=0
d	Adjustment of the actuator presets in three planes	yes=1 no=0
e	Adjustment of actuator presets effected by means of systems for boosting the raising and lowering.	yes=1 no=0
f	Possibility of defining the stroke range of the actuator	yes=1 no=0
g	Stand equipped with a coupling system of actuators and joints, enabling perpendicular application of force to the test piece.	yes=1 no=0
2.4	Test stand equipped with a control terminal	

a	Control terminal equipped with predefined programs enabling the tests referred to in the Detailed description of the subject of the contract in item I.1.	yes=1 no=0		
b	Control terminal with possibility of previewing preset and obtained parameters together with visualization	yes=1 no=0		
c	Control of the panel in Polish or English	yes=1 no=0		
d	A control terminal connected to the PC via a network card for reporting and archiving data, NOTE: A PC along with a network card to be supplied by the Ordering Party.	yes=1 no=0		
e	230V AC power supply source.	yes=1 no=0		
2.5	Test stand equipped with a set of test punches, enabling the strength tests referred to in point I.1.			
a	Quick and compatible punch fitting system with protection against uncontrolled rotation	yes=1 no=0		
b	Punches equipped with joints, enabling the punch to adhere to the test piece, in all directions.	yes=1 no=0		
c	Test stand equipped with a system of fixings enabling the test products to be immobilised during the test	yes=1 no=0		
d	Test stand protected against unauthorized intrusion into the machine's surroundings, causing immediate stoppage of the machine, executed by rollers or sensors, which do not hinder access to the equipment and the tested product.	yes=1 no=0		
2.6	Pneumatic installation of the machine:			
a	includes a pressure range control system for calibrating the instrument at an operating pressure of 8 bar.	yes=1 no=0		
b	includes filters and protection valves	yes=1 no=0		
c	all pneumatic connections via quick couplings	yes=1 no=0		
II. MANDATORY FORMAL CRITERIA				
1	The supplier shall provide the following together with the test stand:			6
a	the CE declaration of conformity and the complete technical documentation including the instruction manual in Polish or English, specifying the conditions for safe operation and maintenance.	yes=1 no=0		
b	Stand and terminal instructions for use	yes=1 no=0		
2	Service conditions:			
a	Service response time (call acceptance): maximum 24 hours from the moment of call	yes=1 no=0		
b	Time of arrival in case of failure: up to 3 working days from the moment of receipt of the notification	yes=1 no=0		

c	In case of failure not removed within 2 working days from the moment of arrival, the Bidder will be obliged to provide free service on a substitute device with parameters not worse than those purchased.	yes=1 no=0	
3	Warranty period min. 1 year, provided in the place of operation of the station	yes=1 no=0	
III. ADDITIONAL SCORING CRITERIA			
1	Noise-reducing silencers	yes=1 no=0	11
2	Noise level with simultaneous operation of 6 actuators:		
a	Declared noise level > 85dB	yes=1 no=0	
b	80 dB < Declared noise level +/- 1% < 85 dB	yes=3 no=0	
c	75 dB < Declared noise level +/- 1% < 80 dB	yes=5 no=0	
d	70 dB < Declared noise level +/- 1% < 75 dB	yes=10 no=0	

The results of the individual bids will then be benchmarked, whereby the points (score) of the bids examined will be calculated according to the following formula:

$$"T" = (Tb/Tmax) \times 40\% \times 100 = \dots \text{ points}$$

where:

Tb - technical evaluation of the bid under examination,

Tmax - the highest technical evaluation among the submitted bids.

- 5.2. **"Price" ("C") - Purchase prices** - Points will be calculated according to the following formula:

$$"C" = (Cmin/Cb) \times 40\% \times 100 = \dots \text{ points}$$

where:

Cmin - the lowest price among the submitted bids,

Cb - price of the tested bid.

- 5.3. **"Warranty terms" ("W")** - duration of the warranty in months - points will be calculated according to the following formula:

$$"W" = (Wb/Wmax) \times 20\% \times 100 = \dots \text{ points}$$

where

Wb - warranty period of the tested bid,

Wmax - the longest warranty period among the submitted bids.

- 5.4. **The Ordering Party shall consider the one with the highest number of points as the most advantageous bid. The points will be counted as the following sum:**

„T”+ „C” + „W” = Points

5.5. In the event of an equal number of points being awarded for at least two bids, the Ordering Party shall choose the one which offers a more favourable solution in terms of environmental and climate impact.

The decisive criterion will then be the higher score obtained in the technical assessment for points A and B. III.2 of Appendix 3b and III.2 of Appendix 4

IX. Conclusion of the Contract

1. The Ordering Party will award the contract to the Bidder whose bid is assessed as the most advantageous.
2. The Ordering Party shall notify all Bidders who have applied for the award of the contract in writing about the selection of the most advantageous bid and shall publish the relevant information on the websites:
http://www.nowystylgroup.pl/informacje_o_Tenders
<https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/>
3. The Ordering Party shall indicate the place and date of signing the contract to the selected Bidder.
4. In case the Bidder, whose bid was selected, evades the contract conclusion or it would be impossible to negotiate with him contractual conditions that meet the requirements of the ToR, the Ordering Party shall select the one from among the remaining bids which received the next highest score.

X. Conclusion of the procedure without selection of the bid

1. The Ordering Party reserves the right to terminate the procedure without selecting any of the following from the bids (without giving any reasons why the bid should be closed), in accordance with Article 70³ of the Act of 23 April 1964 Civil Code (Journal of Laws 1964.16.93).
2. The Ordering Party shall notify all Bidders participating in the procedure about the completion of the procurement procedure without selecting a bid offer and shall publish a relevant information on the Ordering Party's website at the following address:

http://www.nowystylgroup.pl/informacje_o_Tenders
<https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/>

In the event of termination of the procedure without selecting any of the bids, the Bidders shall not be entitled to a claim for reimbursement of the costs of participation in the procedure.

XI. Information on the processing of personal data

A. If you are a business partner, please read the information obligation clause below:

- 1) The controller of your personal data is Nowy Styl Spółka z ograniczoną odpowiedzialnością, Pużaka 49, 38-400 Krosno ("Nowy Styl" or "Controller").
The Controller may be contacted by e-mail rodo@nowystylgroup.com or by writing to the address of the Controller's registered office.
- 2) Your personal data will be processed:
 - a) in order to consider the bid and the performance of the contract - the legal basis is the necessity of the processing to perform the contract or to take action at the request of the data subject prior to the conclusion of the contract;

- b) for the purpose of fulfilling the legal obligations of Controller under the generally applicable provisions of law, including in particular the provisions in the field of accounting and tax law;
 - c) in order to meet the legitimate interest of the Controller in possibly establishing or pursuing a claim or defending itself against a claim;
 - d) to send marketing information. The legal basis for the processing of data for marketing purposes will be the Controller's legitimate interest resulting from your ordering of marketing information by e-mail and/or telephone (SMS/MMS), and the implementation of its own marketing activities in order to continue the existing business relationship.
- 3) Your personal data will be transferred to providers of IT systems and services as well as to entities providing services necessary for the Controller to perform the contract concluded with you, including accounting and legal services. If you have given a separate consent, your personal data concerning the contact details will be made available by the Controller to the Nowy Styl Group companies: http://nowystylgroup.com/files/doc/Nowy-Styl-Group_Companies.pdf for their marketing purposes.
 - 4) Your personal data will be processed for the period necessary to carry out the purchase procedure. The processing period may be extended by the period of performance of the contract (in case of selection of the submitted bid), as well as by the period of limitation of claims, if the processing of personal data will be necessary to pursue possible claims or defend against such claims by the Controller. After this period, your personal data will be processed only to the extent and for the period resulting from the provisions of law, in particular the provisions on accounting.
 - 5) You have the right to: access, rectify, erase and restrict the processing of data.
 - 6) Regardless of the above, the basis for processing personal data is a premise of the controller's legitimate interest. Nowy Styl informs about the right to object to the processing of personal data.
 - 7) You also have the right to lodge a complaint with the data protection supervisory authority.
 - 8) The provision of data is required by Nowy Styl in order to conclude and implement the contract. Failure to provide the data will result in the inability to conclude and perform the contract. The provision of personal data for marketing purposes is voluntary.

B. If you are a representative of a commercial company cooperating with us, please read the information obligation clause below:

- 1) The Controller of your personal data is Nowy Styl Spółka z ograniczoną odpowiedzialnością, Pużaka 49, 38-400 Krosno ("Nowy Styl" or "Controller").
The Controller may be contacted by e-mail rodo@nowystylgroup.com or by writing to the address of the Controller's registered office.
- 2) Your personal data will be processed:
 - a) in order to consider the bid and the execution of a commercial contract that may link Nowy Styl with the business partner you represent; the legal basis for the processing will be the legitimate interest of the Controller to ensure reliable identification of the business partner and the person representing him/her, as well as to enable the efficient day-to-day conduct of the tender procedure and the execution of the commercial contract; the legal basis for the processing will be the legitimate interest of the Controller to ensure reliable identification of the business partner and the person representing him/her.
 - b) in order to pursue the Controller's legitimate interest in possibly establishing or pursuing claims or defending against claims arising out of a commercial contract;

- c) to send marketing information. The legal basis for the data processing for marketing purposes will be the Controller's legitimate interest resulting from your ordering of marketing information by e-mail and/or telephone number (SMS/MMS), as well as the execution of your own marketing activities in order to continue the existing business relations.
- 3) Your personal data will be transferred to providers of IT systems and services as well as to entities providing services necessary for the Controller to perform the commercial contract referred to in point 2, including accounting and legal services. If you have given your separate consent, your personal data concerning the contact details will be made available by the Controller to the Nowy Styl Group companies: http://nowystylgroup.com/files/doc/Nowy-Styl-Group_Companies.pdf for their marketing purposes.
- 4) Your personal data will be processed for the period necessary to carry out the tender procedure and the possible execution of the commercial contract referred to in point 2. The processing period may be each time extended by the statute of limitations of claims, if the processing of personal data will be necessary to pursue possible claims or to defend against such claims by Nowy Styl. After this period, the data will be processed only to the extent and for the time required by the provisions of law, including the provisions on accounting.
- 5) You have the right to: access, rectify, erase and limit the processing of data.
- 6) Regardless of the above, as the basis for processing personal data is a premise of the controller's legitimate interest, Nowy Styl informs about the right to object to the processing of personal data.
- 7) You also have the right to lodge a complaint with the data protection supervisory authority.
- 8) Providing the data is required by Nowy Styl in order to conclude and implement the commercial contract referred to in point 2. Failure to provide the data will result in the inability to conclude and perform the contract. The provision of personal data for marketing purposes is voluntary.

C. If you are an employee of our business partner, please read the information obligation clause below:

- 1) The Controller of your personal data is Nowy Styl Spółka z ograniczoną odpowiedzialnością, Pużaka 49, 38-400 Krosno ("Nowy Styl" or "Controller").
The Controller may be contacted by e-mail rodo@nowystylgroup.com or by writing to the address of the Controller's registered office.
- 2) Your personal data will be processed:
 - a) in order to consider the bid and the performance of the contract that may be binding between Nowy Styl and your employer (the entity employing you) - the legal basis for the processing will be the Controller's legitimate interest in enabling Nowy Styl to efficiently conduct the tender procedure and execute the commercial contract on an ongoing basis;
 - b) in order to pursue the Controller's legitimate interest in possibly establishing or pursuing claims or defending against claims arising out of a commercial contract;
- 3) Your personal data has been made available to Nowy Styl by your employer (employer) in connection with the performance of the commercial contract referred to in point 2. The scope of data provided includes: name, surname, telephone number, e-mail address, position.
- 4) Your personal data will be transferred to the providers of information systems and IT services and may be transferred to other entities providing services necessary for the performance of the commercial contract referred to in point 2.



- 5) Your personal data will be processed for the period necessary to carry out the tender procedure and the possible execution of the commercial contract referred to in point 2. The processing period may be each time extended by the statute of limitations of claims if the processing of personal data will be necessary to pursue possible claims or to defend against such claims by Nowy Styl.
- 6) You have the right to: access, rectify, erase and limit the processing of data.
- 7) Regardless of the above, as the basis for processing personal data is a premise of the controller's legitimate interest, Nowy Styl informs about the right to object to the processing of personal data.
- 8) You also have the right to lodge a complaint with the data protection supervisory authority.

XII. List of appendices to the ToR

The following appendices form an integral part of the ToR.

1. Appendix 1 - Tender Form - BID – FORMAL PART.
2. Appendix 2 - Price Form – PRICE BID.
3. Appendix 3 - Form – Declarations by the Bidder
4. Appendix 3a - Form – Declarations by the Bidder on the lack of personal and capital relations
5. Appendix 3b - Form - Technical Declaration
6. Appendix 4 - Detailed description of the subject of the contract
7. Appendix 5 - Draft Contract

Terms of Reference

Approved: Dariusz Bełch

Krosno, 27.07.2018