

Tender Specification

THE CONTRACTING AUTHORITY:

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**INVITES TO SUBMIT AN OFFER in THE PROCEDURE OF AN UNLIMITED TENDER
for DELIVERY**

**ON THE VALUE OF THE ORDER ABOVE THE AMOUNTS DETERMINED IN THE
PROVISIONS ISSUED UNDER ARTICLE 11 PARA. 8 PPL ON:**

**„Delivery of the permanent exhibition at the Professor Jerzy Stelmach
Maritime Science Centre"**

Legal basis: Act of 29.01.2004. Public procurement law (i.e., Journal of Laws of 2019, item 1843, as amended), hereinafter referred to as the Act.

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ATTENTION: Due to entry into force on 18 October 2018 of the new provisions of the Public Procurement Law ("PPL") concerning the electronization of public procurement procedures, the Contracting Authority draws the attention of tenderers to significant changes related to procedure of submission of tender. The amendment introduces a general requirement of the electronic form of communication between the contracting authority and the contractor in the procedure. A qualified electronic signature and an account on ePUAP platform is required to submit an offer within a procurement procedure. Holder of an account on the ePUAP platform has access to submission, alteration and offer withdrawal forms as well as to a contact form.

PART I Tender form

1. The tender consists of: tender form and all other required documents (incl. statements, Appendixes etc.) according to chapter V of tender specification (siwz).
2. The tender shall be drawn up by the Contractors in compliance with the requirements given in the specification (siwz).

3. The financial offer shall be made on the Offer Form attached as **Appendix 1** to this offer enquiry.
4. The tender must be legible and drawn up in Polish
5. The offer must be signed by persons authorized to make declarations of will on behalf of the contractor. The power of attorney to sign the offer must be attached to the offer, unless it results from other documents submitted by the contractor.
6. It is recommended that all pages of the tender be numbered. Furthermore, any alteration made by the contractor must be signed (initialed) by the contractor.
7. The Contractor may submit only one offer.
8. The Contracting Authority does not allow for submitting variant bids
9. The Tenderer must submit a bid for the entire subject of the inquiry. The Contracting Authority does not allow for partial bids.
10. All tender preparation and submission costs shall be borne by the Contractor.

PART II Change, withdrawal and return of the offer

1. The Contractor may amend and withdraw their offer, provided they do so before the tender submission deadline.
 - 1) In the event of withdrawal the offer(?), it shall be conducted by the Contractor using electronic means of communication.
 - 2) In the event of any changes in the offer, Contractor makes the alterations using electronic means of communication.
2. contractor may not modify or withdraw the tender subsequent to the tender submission deadline.
3. In the event of submission of tender after deadline, the contracting authority shall forthwith inform the contractor that the tender was submitted past deadline and shall return the tender after the expiry of time limit for lodging the appeal.

PART III Joint tenders

1. In the case of joint application, Contractors shall assign power of attorney regarding representation in the proceedings, or in the procedure and conclusion of an agreement.
2. The power of attorney, referred to in point 1 shall be included with the Tender.

3. The correspondence will be conducted only with the proxy
4. Joint tender shall be drawn up in compliance with the requirements given in the tender specification (SIWZ)
5. The manner of submitting documents by Contractors applying jointly for the contract is specified in Chapter V of tender specification (SIWZ)
6. Partners in civil law partnership are contractors jointly applying for the award of the contract and the requirements set out in points 1-5 shall apply to them.
7. In the event of a contract being concluded with the contractors jointly applying for the award of the tender, the contractor shall be required to submit a consortium agreement or other regulatory agreement governing the cooperation of these contractors under the terms of the model agreement. (Appendix 2 to Tender Specification).

PART IV Transparency of the proceeding

1. The Contracting Authority keeps a record of proceedings/protocol of proceeding.
2. Protocol of proceeding, including Appendixes is public. The Appendixes to the protocol shall be made available on request, after selecting the best offer or after the cancellation of the procedure, however the offers will be available from the moment they are opened.
3. Transfer of protocol or Appendixes takes place using electronic means of communication.
 4. Without the consent of contracting authority, contractor in course of inspection of the protocol or Appendixes at the place designated by the contracting authority, may not copy or record using devices or technical means used to record the image of the content of submitted offers.
5. In the case of a protocol or Appendixes drawn up in paper form, where for technical reasons making these documents available using electronic means is substantially more difficult, in particular due to the amount of the documents requested to be delivered, the contracting authority shall inform the applicant thereof and the manner of delivery of documents shall be indicated.
6. Information, which is regarded as a business secret, within the meaning of provisions on combating unfair competition, shall not be disclosed, if not later than within the time limit for submission of tenders, contractor stipulated that it shall not be shared and demonstrated that reserved information remains a business secret. The contractor may not stipulate that the information, referred to in Article 86 para. 4. of the Act.

7. Information contained in the offer, constituting a business secret within the meaning of the provisions of the Act of 16th April 1993 on Combating Unfair Competition in regards to which the Contractor has reserved as such, shall be submitted in a separate file which shall contain a phrase "Appendix constitutes business secret" and subsequently, along with files constituting non-confidential part shall be compressed into one archive file (ZIP).
8. In the event that Contractor reserves information in the offer that is not a business secret or is public on the basis of the Act or separate provisions, this information will be made available on the same terms as other non-proprietary documents.
9. In accordance with Article 13 section 1 and 2 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / W - General Data Protection Regulation (Journal of Laws EU L of 04.05.2016, No. 119, p. 1), hereinafter referred to in abbreviated as "GDPR" please be informed that:
 - 1) the administrator processing all personal data of any natural or legal person participating in proceedings shall be Professor Jerzy Stelmach Maritime Science Centre ul. T. Wendy 10, 70-655 Szczecin
 - 2) personal data shall be processed based on Article 6 clause 1 point a GDPR for purposes related to the handling of public procurement procedure for "Delivery of the permanent exhibition of the Professor Jerzy Stelmach Maritime Science Centre in Szczecin" number of this proceeding 1/2019 conducted in an open tender.
 - 3) the recipients of the above personal data will be persons or entities to whom the documentation of the proceedings will be made available based on Article 8 and Article 96 of the Act.
 - 4) the abovementioned personal data will be stored in accordance with Article 97 ust. 1 of the Public Procurement Law, for a period of 4 years from the date of completion of the procurement procedure, and if the duration of the contract exceeds 4 years, the retention period covers the entire duration of the contract;
 - 5) an obligation to provide your personal data directly to you is a statutory requirement set out in the provisions of the Act, related to participation in the public procurement procedure; the consequences of failure to provide specified data result from the Act.
 - 6) in relation to your personal data, decisions will not be taken in an automated manner, application to Article 22 GDPR
 - 7) the natural person to whom the personal data refers has:

- a) on the basis of Article 15 GDPR the right of access to the above-mentioned personal data;
 - b) on the basis of Article 16 GDPR the right to rectify personal data;
 - c) on the basis of Article 18 GDPR the right to request the administrator to restrict the processing of personal data, subject to the cases referred to in Article 18 para. 2 GDPR;
 - d) the right to file a complaint to the President of the Personal Data Protection Office, if the processing of personal data violates the provisions of the GDPR.
- 8) natural person whom the data does not concern is not entitled to:
- a) in connection with Article 17 para. 3 lit. b, d or e GDPR right to delete personal data;
 - b) the right to transmit personal data referred to in Article 20 GDPR;
 - c) on the basis of Article 21 GDPR the right to object to processing of personal data as the legal basis for the processing of your personal data is Article 6 para. 1 lit. c GDPR.

***Explanation:** exercising the right to rectification must not result in a change in the outcome of the public procurement procedure or change of the provisions of the contract contrary to the Act and may not violate the integrity of the protocol and its Appendixes.

***Explanation:** the right to restrict processing does not apply to storage, to ensure that legal remedies are used or to protect the rights of another natural or legal person, or for important reasons of public interest of the European Union or a Member State.

PART V Exclusion criteria. Rules for submission. Documents.

1. Eligible to compete for a contract shall be operator who is not subject to exclusion

from the proceedings, in the circumstances referred to in:

- 1) Article 24 para. 1 point 12) - 23) of the Act;
- 2) Article 24 para. 5 point 1), 2), 4) of the Act; on this basis, subject to exclusion is a Contractor:

- a) that is subject to liquidation proceedings, where in an arrangement approved by court in restructuring proceedings, the satisfaction of creditors' claims are envisaged by means of liquidation of the estate of the economic operator or the court ordered the liquidation of the estate of the economic operator pursuant to Article 332 para. 1 of the Act of 15 May 2015 – Restructuring Law (Journal of Laws, item 243, 326, 912 and 1655) or whose bankruptcy has been declared, except for an economic operator that, after its bankruptcy was declared, entered into an arrangement, provided that the

arrangement does not provide for the satisfaction of creditors' claims by means of liquidation of the bankrupt's estate, unless the court ordered liquidation of this estate pursuant to Article 366 para. 1 of the Act of 28 February 2003 – Bankruptcy Law (Journal of Laws of 2019 item 498, 912, 1495 and 1655);

- b) that culpably infringed its professional obligations, which puts its integrity into question, and in particular where the contractor, as a result of a deliberate action or gross negligence, failed to perform or performed unduly a contract, which the contracting authority can demonstrate with the use of relevant evidence;
- c) that failed to perform or unduly performed to a significant degree an earlier public procurement contract or concession agreement concluded with contracting authority, what resulted in termination of a contract or compensation; referred to in Article 3 para. 1 point 1) - 4) of the Act what resulted in termination of a contract or award of compensation;

2. Furthermore, of the award of the order can apply the Contractor, who **met the conditions for participation in the procedure**, concerning:

1) technical or professional capability:

Minimum level(s) of standards required:

The Contracting Authority shall deem that the contractor has the required technical or professional skills to ensure proper performance of the contract, if the Contractor demonstrates that he jointly meets the following conditions:

a) has experience in the implementation of similar deliveries e.g.:

1) The contractor shall demonstrate proven experience during the last 6 years before the submission deadline, of at least two services consisting of the design and implementation together with the delivery and assembly of the interactive exhibition popularizing science, an exhibition, each of which meets three requirements simultaneously: minimum 90 interactive stations (exhibits) and the exhibition area not less than 1000 square meters in addition to average exhibit with worth not less than 60.000 PLN net.

An interactive stand shall be understood as an educational device (mechanical, water, electronic, multimedia device or mixed) with which the visitor a demonstration experiment presenting a selected phenomenon in the field of hard, natural, technical, medical, social sciences or humanities. The interactive exhibition must consist of diverse types of exhibits - an exhibition consisting entirely of one type of exhibits (e.g. only multimedia or only mechanical) will fail to be accepted as adequate experience of the contractor.

In exhibitions indicated for the purpose of confirmation of fulfillment of this condition of participation in the proceedings, exhibits of one type may amount to a maximum of 80%.

2) The contractor shall demonstrate proven experience, in the last 6 years before tender submission deadline, of at least one delivery under which the contractor designed, delivered and installed the exhibition, which consisted of interactive stands (exhibits) as well as authentic objects (artifacts or natural objects). Exhibition must simultaneously meet the requirements: minimum 40 interactive stands and minimum 10 authentic objects. Stands containing small authentic objects such as coins, rock crumbs, labels and historical packaging of produce as well as all similarly sized objects placed in a common display case will be treated as one authentic object.

b) shall have at disposal minimum 1 (one) person (designated by name, to perform the contract) for each of the positions listed below:

b1) Project manager

with management experience in developing interactive exhibition consisting of minimum 90 interactive stands, with worth not less than 12 milion PLN net, which was completed on time and accepted with no reservations.

b2) Lead designer

with designing experience in developing an exhibition (exhibits, scenography as well as spatial arrangement of the exhibition) interactive exhibition consisting of minimum 90 interactive stands with an area of minimum 1000 square meters.

b3) mechanism designer and builder

with experience in developing not less than two exhibitions consisting of minimum 40 interactive stands each,

In the event of any value regarding the above conditions will be denominated in a foreign currency, the contracting authority shall convert this value in accordance with the average rate published by National Bank of Poland for the given currency on the date on which the public procurement procedure was initiated. The date on which the contracting authority initiated the procedure is the date on which the contract notice entered the public space available at the contracting authority's premises and on their website. If the average National Bank of Poland rate is not published on that day, the contracting authority shall accept the average rate from the last table before the day of announcement. If in any document submitted by the contractor the amounts will be indicated in currency not currently in trading, the contracting authority shall convert these amount into Polish zloty based on last

average monthly exchange rate of against these currencies, disclosed in Exchange Rate Table of National Bank of Poland.

3. European Single Procurement Document

- 1) to preliminary confirm that the contractor is not subject to exclusion on the grounds specified in point 1 and meets the conditions for participation in the proceedings referred to in point 2, contractor shall submit, current as at the offer submission date, a statement **in the form of a uniform document** prepared in accordance with the template of the standard form specified in the European Commission implementing regulation issued on the basis of Article 59 para. 2 of Directive 2014/24 / EU and Article 80 para. 3 of Directive 2014/25/EU, hereinafter referred to as **European Single Procurement Document** or **ESPD**; the Contracting Authority shall notify that Instructions for completing the European Single Procurement Document may be found at:

<https://www.uzp.gov.pl/baza-wiedzy/prawo-zamowien-publicznych-regulacje/prawo-krajowe/jednolity-europejski-dokument-zamowienia>

in the case of joint application for an order by the Contractors, ESPD shall be submitted by each of the Contractors jointly applying for the order. These documents confirm compliance with the conditions for participation in the procedure and the absence of grounds for exclusion to the extent that each of the contractors shall demonstrate compliance with the conditions for participation in the procedure and the lack of grounds for exclusion.

- 2) The Contractor, who refers to the resources of other entities in order to demonstrate the absence of grounds for exclusion and for them and to meet - to the extent that it refers to their resources - the conditions for participation in submission, submits a separate **ESPD** regarding these entities

- 3) **The Contracting Authority allows that in order to preliminary confirm the fulfillment of the conditions for participation in the procedure, the contractor in part IV - Selection criteria, completed only section α. In that case contractor is not required to complete none of the other sections in part IV of ESPD.**

- 4) ESPD shall be sent in an electronic form signed using a qualified electronic signature. Statements of entities submitting the offer jointly as well as entities sharing the potential, submitted on the ESPD form shall be in the form of an electronic document, signed using a qualified electronic signature by each of them to the extent that they confirm the circumstances referred to in Article 22 para. 1 of the Act.

- 5) ESPD shall be attached to the offer.

4. Third Party Potential:

- 1) Contractor in order to confirm compliance with the conditions for participation in the procedure, may rely on technical or professional capabilities as well as financial or

economic situation of other entities, regardless of the legal nature of legal relations between them.

- 2) Contractor that relies on the capacities or position of other entities must prove or position of other entities must prove to the Contracting Authority that, in discharging his contract, he/she will have the essential resources of said entities at his disposal, in particular by presenting the obligation of these entities to provide the resources necessary for the performance of the contract.
- 3) In respect of educational, professional qualifications as well as experience conditions, contractors may rely on abilities of other entities, **if said entities will execute** construction works or services for which these capacities are required.
- 4) If the Contractor relies on the resources of other entities on the principles referred to in item 1), the Contracting Authority requires the contractor to present on demand, referred to in point 5, in relation to said entities documents referred to in Chapter V, point 5, item 1 of Tender Specification.

5. The Contracting Authority will call the contractor whose offer has been rated the highest, to submit, within a specified time period, not less than 10 days, valid as at the date of submission statements or documents confirming that:

- 1) **the Contractor is not subject to exclusion for the reasons set out in point 1, i.e.**
 - a) **an excerpt from the relevant register or from the central register and information on economic activities**, if separate provisions require entry in a register or records to confirm the absence of grounds for exclusion pursuant to Article 24 (1). 5 point 1 of the Act;

In the case of joint application, abovementioned copy shall be submitted by each of the contractors submitting a joint bid.

The abovementioned document should be submitted in the form of an original or a copy certified true to the original.
 - b) **information from the National Criminal Register** to the extent specified in Article 24 para. 1 points 13, 14 and 21 of the Act, issued not earlier than 6 months before the deadline for submission of tenders; In the case of joint application, abovementioned information shall be submitted by each of the contractors submitting a joint bid. The abovementioned document should be submitted in the original or a copy certified to be true to the original.
 - c) **a declaration of the Contractor** that he has not been the subject of a final judgment by a court or a final administrative decision related to the tax arrears, fees or social or health insurance contribution as well as – in the event of such a judgment or decision - a document confirming payment of these charges, including any interest fees or fines, or a binding agreement on the repayment of these charges; In the case of joint

application, abovementioned information shall be submitted by each of the contractors submitting a joint bid. Abovementioned statement shall be submitted in the original.

- d) **Contractor's statement** of absence of a preventive measure against him as a way of prohibition of applying for a public contract. In the case of joint application, abovementioned information shall be submitted by each of the contractors submitting a joint bid. Abovementioned statement shall be submitted in the original.

2) the Contractor meets the conditions for participation in the procedure referred to in point 2, i.e

- a) **list of deliveries** completed not earlier than in the last six years before the tender submission deadline and, if the business period is shorter - during that period, along with their type, value, date, place of performance and entities for which these deliveries were made, with evidence of whether such deliveries were duly executed; wherein the evidence referred to are credentials or other documents issued by the entity for which the deliveries were made or other documents issued by the entity for which the deliveries were made, and if for a justified reason of an objective nature the contractor is not able to obtain such documents – other documents;

In the case of joint application, aforementioned list shall be submitted by the one of the contractors submitting a joint bid, which within the consortium will be responsible for meeting this condition.

The list of deliveries shall be submitted in the original, whereas evidence and other documents in the original or as certified copy of the original. responsible for meeting this condition.

- b) **a list of persons** referred by the Contractor to perform the public contract, along with information on their professional qualifications, permissions, experience and education, necessary to perform the public contract, as well as the range of their activities and the information on the basis for managing these persons;

In the case of joint application, the contractors submit one common list mentioned above. The said declaration shall be submitted in the original.

If the Contracting Authority indicates that the document shall be submitted in the original, then an electronic document and an electronic copy of the document or statement certified as true to the original shall be considered equivalent to the original. The Contracting Authority shall not introduce the template for the list of deliveries made and the list of persons.

6. Documents required by the contracting authority, that shall be attached to the offer

- 1) **offer form** in accordance with Part and point 3 of tender specification (SIWZ);

In the case of joint application, one joint form shall be submitted.

Said statement shall be submitted in the original.

- 2) **third party liability**, in accordance with Part V point 4 p 2 of tender specification (SIWZ), if the contractor in order to confirm compliance with the conditions for participation in the procedure, shall intend to rely on the technical or professional abilities or financial or economic situation of other entities; said statement shall be submitted in original or as notarized copy.
- 3) **appropriate powers of attorney** only in the situations specified In Part and point 5 sentence 2 of tender specification (SIWZ) or in the case of a joint bid (Part III point 1 SIWZ); said powers of attorney shall be submitted in original or as notarized copy.
- 4) **a declaration** in accordance with the model in Appendix 1 of tender specification (SIWZ) indicating the section of the contract, the execution of which the contractor shall entrust to subcontractors and subcontractors' companies (if the contractor intends to entrust to subcontractors and the subcontractors' companies are known);
In the case of joint application, one joint statement shall be submitted. Said statement shall be submitted in the original.

7. The Contractor's declaration on belonging or absence of belonging to the same capital group:

- 1) in order to confirm the absence of ground for exclusion referred to in Article 24 section 1 point 23 of the Act, the Contractor shall submit the declaration on belonging or absence of belonging to the same capital group; in the case of belonging to the same capital group the contractor may submit along with with the declaration the documents or information confirming that the link between both contractor shall not result in disruption of competition in the proceedings;
- 2) Said statement, as well as possible evidence the Contractor submits within 3 days from posting by Contracting Authority the information referred to in Article 86 para. 5 of the Act on the website.
- 3) In the case of joint application, abovementioned information shall be submitted by each of the Contractors submitting a joint bid.
- 4) Said statement shall be submitted in the original

8. Rules for submission of the statements and documents as well as their language and form.

- 1) Documents drawn up in a foreign language shall be submitted along with their Polish translation.
- 2) In the event of indicating by the Contractor availability of statements or documents referred to Part V point 5 of tender specification (SIWZ), in electronic form at specified internet addresses of generally accessible and complimentary databases, the

Contracting Authority shall individually download the statements or documents indicated by the contractor, from those databases.

- 3) In the case referred to in item 2) the Contracting Authority requires from the Contractor to submit translations into Polish or into English of documents indicated by the contractor and downloaded independently by the contracting entity.
- 4) If it is necessary to ensure adequate course of the procurement procedure, the Contracting Authority may at any stage of the proceedings invite contractors to submit all or some of the statements or documents confirming that are not subject to exclusion, meet the conditions for participation in the proceedings, and if there are reasonable grounds to suspect that the previously submitted statements or documents are no longer valid, to submit current statements or documents.
- 5) If the contractor failed to submit a statement referred to in Article 25a, para. 1 of the Act, declarations or documents confirming the circumstances referred to in Article 25 para. 1 of the Act, or other documents necessary to conduct the procedure, the statements or documents are incomplete, contain errors or raise doubts specified by the Contracting Authority, the Contracting Authority shall request the submission, completion or correction of such documents within the time limit indicated by them, unless regardless of the submission of such documents contractor is subject to rejection or it would be necessary to invalidate the proceedings.
- 6) If the Contractor failed to submit the required powers of attorney or submitted defective powers of attorney, the Contracting Authority shall call on the Contractor to submit them within the time limit designated by the Contracting Authority, unless despite their submission, the submitted tender would be subject to rejection or if it would be necessary to cancel the procedure.
- 7) If the Contracting Authority has reasonable doubts, he shall request, within the time limit designated by the them, the submission of explanations concerning the statements or documents referred to in Article 25 para. 1 of the Act.
- 8) **Attention! In accordance to Article 24aa of the Act the contracting authority may first evaluate the tenders and then examine whether an Contractor, whose offer has been evaluated as the most advantageous, is not subject to exclusion and fulfils the conditions for participation in the procedure.**
- 9) **If the Contractor referred to in item 8) 1 evades signing the contract or fails to lodge an end-use security, the Contracting Authority may examine whether the Contractor that has submitted the tender evaluated as the best among other tenders is subject to exclusion or fulfils the conditions for participation in the procedure.**

PART VI Foreign contractors

1. If the contractor is established or resides outside of the Republic of Poland, and is obliged, in accordance with Part V point 5 item 1 of tender specification (SIWZ), to submit the documents indicated thereof, then in accordance with § 7 of the **Regulation of Minister of Development dated 26 July 2016 on the types of documents, which the contracting entity may require from the Contractor in the procurement procedure**, the period of their validity and form under which these documents may be submitted (Journal of Laws of 2016, item 1126) instead of documents:

1) referred to in w § 5 item 1 of the abovementioned Regulation

- submits information from the relevant register or, in the absence of such a register, another equivalent document issued by the competent judicial or administrative authority of the country in which the contractor has its registered office or place of residence, or place of residence of the person to whom the information or document relates, to the extent specified in Article 24 para. 1 point 13, 14 and 21 of the Act,

2) referred to in w § 5 item 2-4 of the abovementioned Regulation

- submits a document or documents issued in the country in which the contractor has its registered office or place of residence, confirming that its liquidation has not been opened or its bankruptcy has been declared;

2. The documents referred to in § 7 para. 1 point 1 and point 2 lit. b of the abovementioned Regulation, shall be issued not earlier than 6 months before the tender submission deadline

3. If in the country in which the Contractor has its registered office or place of residence, or place of residence has a person to whom the document relates, the documents referred to in § 7 para. 1 of abovementioned Regulation are not issued, they are replaced with a document containing the contractor's statement that an indication of the person or persons authorized to represent him, or a statement by the person to whom the document was to apply, submitted before a notary or an administrative or judicial body, or economic self-regulatory body competent for the place of residence of the Contractor or the place of residence of that person. The provision of point 7 para. 2 of the Regulation shall apply accordingly.

4. In the event of doubts as to the content of the document submitted by the Contractor, the Contracting Authority may contact the competent authorities of the country in which the Contractor has its registered office or place of residence or place of residence of the person to whom the information or document relates.

5. Contractor having its registered office in the territory of the Republic of Poland, in relation to a person residing outside the territory of thereof, to which the document referred to

in § 5 point 1 of the abovementioned Regulation, submits the document referred to in point § 7 para. 1 point 1 of the abovementioned Regulation, to the extent specified in Article 24 para. 1 points 14 and 21 of the Act, if the Contracting Authority required, pursuant to Part V, section 5, item 1 of the tender specification (SIWZ) to submit this document. If, in the country in which the person to whom the document was to apply, such documents are not issued, it is replaced by a document containing the person's declaration made before a notary or an administrative or judicial body, or economic self-regulatory body competent for the place of residence of the Contractor or the place of residence of that person. The provisions of item § 7 para. 2 sentence 1 of the abovementioned Regulation shall apply.

6. In the event of doubts as to the content of the document referred to in point 5, submitted by the contractor, the contracting authority may contact the competent authorities of the country in which the person concerned resides, for the necessary information regarding that document.

PART VII Contract completion date, warranty and statutory warranty

1. The deadline for the completion of the order **up to 22 months from the day of conclusion of the contract**. Detailed regulations regarding the deadline for the contract are included in the model contract constituting Appendix 2 of the tender specification. (SIWZ).
2. The contractor will be liable to the contracting authority under the warranty and statutory warranty in accordance with the rules set out in § 17 and 18 of the model contract (Appendix 2 of the tender specification SIWZ).

PART VIII Bid Bond

1. The bid bond shall be paid in the amount of PLN **400,000** (say: four hundred thousand zlotys) before the deadline for submitting bids. **The decisive moment is the receipt of funds to the Contracting Authority.**
2. The bid bond may be brought:
 - 1) in money – by bank transfer to the client's deposit account - Morskie Centrum Nauki im. prof. Jerzego Stelmacha ul. T. Wendy 10, 70-655 Szczecin, **No. 89 1240 3927 1111 0010 8266 0292.**
bank surety or sureties of a cooperative savings and credit fund (noting, that the cooperative savings and credit unions surety is always a monetary obligation), bank guarantee, insurance guarantee or sureties granted by entities referred to in w Article 6b

para. 5 point 2 of the Act of 9 November 2000 on the establishment of the Polish Agency for Enterprise Development – **confirmation bid bond payment shall be lodged in the original and shall be attached to the submitted tender offer. The Contractor is obliged to submit the bid bond in electronic form.**

3. The bid bond may be lodged in one or several forms.
4. In the event of the bid bond being made in money, it is recommended that the transfer title clearly indicates the contractor making the bid bond, especially if the bid bond is being lodged by a proxy. The bid bond paid in money shall be paid in full to the bank account indicated in point 2 item 1 above.
5. In the event of the Contractor lodging a deposit in the form of a bank guarantee, insurance guarantee or surety:
 - 1) the guarantee / surety document drawn up in a foreign language shall be submitted along with a translation into Polish
 - 2) the guarantee / surety document shall indicate the Contracting Authority as the beneficiary of the guarantee / surety
 - 3) guarantees / sureties shall be subject to Polish law; all disputes regarding guarantees / sureties shall be settled in accordance with Polish law and submitted to the jurisdiction of Polish courts.
6. In the event of the Contractor lodging a deposit in the form of a bank guarantee, insurance guarantee or surety, from the content of those guarantees / sureties must, in particular, clearly follow:
 - 1) guarantor\guarantee obligation (e.g. bank, insurance company) **Irrevocable Payment Commitment** of the bid bond in the amount indicated in item 5 item 2 above, at the first request of the Contracting Authority (Professor Jerzy Stelmach Maritime Science Centre. ul. T. Wendy 10, 70-655 Szczecin) containing a statement that the circumstances referred to in point 9 have occurred without a confirmation of those circumstances,
 - 2) the warranty / surety validity period, then cannot be shorter than the offer binding period
7. The tender bid of the Contractor failing to submit a bid bond or submitting a bid bond improperly shall be rejected.
8. The bid bond paid in money shall be kept by the Contracting Authority on the bank account.
9. The Contracting Authority shall retain the bid bond, along with interest if:
 - 1) Contractor whose offer has been selected:
 - a) refused to sign the public procurement contract on the terms set out in the offer,

- b) the Contractor failed provide the required security on due performance of the contract,
- 2) the conclusion of the public procurement contract became impossible for reasons attributable to the contractor, in particular the lack of a policy confirming the conclusion of the insurance contracts referred to in the model contract.
- 3) the contractor, in response to the call referred to in Article 26 para. 3 and 3a of the Act, for reasons attributable to him, has not submitted declarations or documents confirming the circumstances referred to in Article 25 para. 1 of the Act, statements referred to in Article 25a section 1 of the Act, powers of attorney or failed to agree to correct the mistake referred to in Article 87 para. 2 point 3 of the Act, what resulted in the inability to select the contract submitted by the contractor as the most advantageous.
10. The contracting authority shall return the bid bond to all contractors, immediately after selecting the most advantageous tender or after the annulment of the proceedings, with the exception of the Contractor whose tender has been selected as the most advantageous, subject to point 9 (3).
11. The contracting authority shall return the bid security to the Contractor whose offer has been selected as the most advantageous immediately after the conclusion of the public procurement contract and payment of a performance bond, if the bid bond was requested.
12. The Contracting Authority shall return the bid bond immediately at the request of the Contractor who withdrew his offer before the deadline for submission of tenders.
13. The contracting authority requires the bid bond to be re-submitted by the contractor to whom the bid bond was returned under point 10, if as a result of the final resolution of the appeal his offer was chosen as the most advantageous. The Contractor shall lodge a bid bond within the time limit specified by the Contracting Authority.
14. At the request of the contractor, whose offer will be considered the most advantageous, The Contracting authority shall count security deposit paid in cash towards securing proper performance of the contract.
15. If the bid bond is paid in money, it shall be refunded by the Contracting Authority along with interest following from bank account agreements, on which it was stored minus the costs of maintaining an account as well as the bank commission fees for transferring the money on the contractor's account.
16. The offer shall contain the account number to which the Contracting Authority is to return the bid bond or attach to the offer the authorization to collect the bid bond by the designated person.
17. The Contracting Authority does not allow deposit in a currency other than the Polish zloty (this applies to the bid bond in each of the possible forms).

PART IX Explanations of the content of Tender Specification (SIWZ), its and alterations as well as the method of communication of the Contractors with the Contracting Authority.

1. Contractor's offices are open on the following (working) days from Monday to Friday from **8.00 to 16.00**.
2. Declarations, applications, notifications and information shall be exchanged between the Contracting Authority and the Contractor **with the use of electronic means of communication**.
3. The proceedings are being held in Polish, therefore all letters, documents, declarations etc. submitted during the procedure between the Contracting Authority and Contractors shall be drawn up in Polish. The Contracting Authority provides Tender Specification document in English, which is included exclusively for information purposes. Only the Tender Specification drawn up in Polish shall be binding.
4. The Contracting Authority requires all letters regarding the proceedings to be sent only to the address: Morskie Centrum Nauki im. prof. Jerzego Stelmacha.
5. The Contracting Authority does not envisage calling a meeting of contractors.
6. **The person authorized to contact the contractors directly is** **Ms Sara Maćkowiak, tel. +48 511 93 59 34 between 08.00-16.00, e-mail: biuro@centrumnauki.eu**
7. The Contractor may request the Contracting Authority to clarify the content of Tender Specification. The Contracting Authority shall provide explanations immediately, but not later than 6 days before the deadline for submission of tenders, provided that the request for clarification of the content of Tender Specification is received by the Contracting Authority not later than by the end of the day on which half of the deadline for submission of offers expires.
8. If the request for clarification of the content of the Terms of Reference is received after the deadline for submitting the application referred to in point 9, or concerns the explanations provided, the contracting authority may provide explanations or leave the application without consideration.
9. The extension of the deadline of tender submission shall not affect the time limit for submitting the application referred to in point 9.
10. The Contracting Authority shall provide the content of questions with clarifications to the Contractors to whom he has provided Tender Specification without disclosing the source of the query and shall make it available on the website.

11. In justified cases, the contracting authority may change the content of the tender specification before the lapse of the time limit for the submission of tenders. Any such change in the content of the tender specification the Contracting Authority shall post on the website.
12. If, as a result of a modification of the content of Tender Specification, which does not lead to a modification of the content of the invitation to tender additional time is necessary to make modifications to the offers, the Contracting Authority shall extend the deadline for submitting offers and shall post this information on the website.
13. The files submitted by the Contractor shall be in accordance with current Regulation of the Council of Ministers of 12 April 2012 (on the National Interoperability Framework, the minimum requirements for public registers and exchange of information in electronic form as well as the minimum requirements for ICT systems) currently in force.

PART X Method of calculating the price of the offer

1. The Contracting Authority shall provide for a flat rate pay
2. The offer price calculated by the Contractor shall include **all direct and indirect costs**, that the Contractor considers necessary for the timely and proper performance of the subject of the contract, profit and all taxes and fees required by law, including VAT. In the offer price the Contractor shall include all the information on the subject of the contract, in particular the information, requirements and conditions provided in this Tender Specification (SIWZ).
3. Settlements between the Contracting Authority and the Contractor shall be carried out in PLN.
4. The price must be expressed in Polish zlotys regardless of elements included. Price calculated that way shall be taken into account by the tender committee when selecting the best bid
5. A calculation error in the price calculation that cannot be corrected under Article 87 para. 2 point 2 of the Public Procurement Law shall result in rejection of the offer.

PART XI Submission and opening of offers

1. The offer shall be submitted using electronic means of communication via ePUAP to the Purchaser's mailbox, within a deadline of **February 14th 2020 until 10.00**.
2. The deadline for submitting an offer is considered the date of its introduction via ePUAP to the Employer's mailbox.

3. The offer shall be encrypted using the public key available on the UZP miniPortal, procedure identifier: _____
4. The Contractor shall receive a written confirmation of the submission of the offer.
5. Offers shall be made subject to registration by the Contracting Authority. Registration shall take place via ePUAP.
6. Public opening of offers will take place on **February 14th 2020** at 11.30 on the premises of Jerzy Stelmach Maritime Science Center, 10 T. Wendy Street, 70-655 Szczecin. The opening of bids is public, contractors may attend.
7. The Contracting Authority will indicate the amount he shall intend to allocate to financing the contract immediately prior to opening the offers. Subsequently, the Contracting Authority shall provide the information referred to in Article 86 section 4 of the Act.
8. Immediately after opening the bids, the Contracting Authority shall publish on the website information on:
 - 1) information on the amount it intends to spend on financing the contract;
 - 2) companies and addresses of contractors who submitted bids on time;
 - 3) price, order completion date, warranty period and terms of payment included in the offers

PART XII Selection of the most advantageous tender

1. **selection of the most advantageous tender shall be based on the price criterion and the warranty period.**

1) price - 45%

2) visualization and plan of the group of exhibits - 40%

3) warranty period - 15%

- 1) Method of awarding points in the "price" criterion " (C):

$$C = \frac{\text{lowest tender price}}{\text{the tender price of the evaluated offer}} \times 45 \text{ points} \times 100 \%$$

2) The method of awarding points in the "visualization and the plan of the group of exhibits" criterion.

To award points in the „visualization and plan of a group of exhibits" criterion, the Contractor shall submit, along with the offer, a visualization and plan of a group of exhibits drawn up with accordance to the following principles:

a) Individual 3D visualizations of 18 exhibits (each separately), with close-ups on the interfaces of those, allowing the analysis of the main elements of each interface. These exhibits belong to two adjacent thematic groups:

Group 1.7: Ship design and construction

- 1.7.1. Shipyard
- 1.7.2. One ship's story
- 1.7.3. Ship designers
- 1.7.4. Little designers
- 1.7.5. A ship for every need
- 1.7.6. Can water cut steel?
- 1.7.7. Hull x-ray
- 1.7.8. How many hulls? What shape?
- 1.7.9. In the boat builder's workshop
- 1.7.10. Launching in... suspenders?
- 1.7.11. Ship's christening

Group 1.8: Port

- 1.8.1. Port – complex organism and gateway to the world
- 1.8.2. Gantry crane
- 1.8.3. How to load weight onto the ship?
- 1.8.4. Maintain your balance!
- 1.8.5. How much cargo does the ship carry?
- 1.8.6. Let's moor!
- 1.8.7. The mast

a) Visualization of the exhibition area, where the mentioned above 18 exhibits are located as the part of two adjacent thematic groups, along with the accompanying scenery and elements of the visual information system. The visualization is to present a fragment of the exhibition from two different angles from the perspective of a standing adult. The angles shall be chosen in a way that will allow to show as many exhibits as possible.

- b) The horizontal projection (floor plan) of the above two thematic groups consisting of a total of 18 exhibits and scenography elements while maintaining the scale of all mapped elements. The floor plan is to show the shapes (contours) of exhibits and stage elements. All objects visible on the projection and communication passages between them shall be dimensioned.
- c) Description of the proposed materials of which the above exhibits will be made along with the description of the proposed materials of which the set and elements of the visual information system will be made in the area of the above thematic groups.

Each member of the Commission, appointed by the Contractor, consisting of:

- a) Piotr Kossobudzki
- b) Borys Zieleniak
- c) Bartosz Klepacki
- d) Jerzy Markowski

shall evaluate the visualization and plan of the group of exhibits and shall award points in the following sub-criteria:

Sub-criterion a):

Visual attractiveness of exhibits (0-10 points) In this sub-criterion, the design of individual exhibits will be assessed, as well as proposed materials of which the exhibits will be made, the extent to which their appearance focuses the attention of the recipient, the degree of balance of exhibits' styling with their functionality and intuitiveness of their interfaces, adequacy of the proposed style and proposed materials of which the exhibits will be made, with the relevant provisions of OD (OPZ).

Sub-criterion b):

Stylistics and arrangement of a group of exhibits (0-10 points) This sub-criterion shall assess the adequacy of the stylistic and scenographic measures in relation to the main theme of the Maritime Science Center and the group of exhibits as well as spatial layout of stands and elements of the scenography: how the space is used, exhibits arrangement together or individually, communication comfort between exhibits.

Sub-criterion c):

Functionality and ergonomics (0-15 points) This sub-criterion shall assess the adequacy of the exhibit functionality with the provisions of the OD (OPZ), while adapting the exhibits to the conditions of intensive use and maintaining serviceability, the availability of exhibits for people of different height as well as wheelchair users.

Sub-criterion d):

Character, functionality and arrangement of elements of visual information (0-5 points). In this sub-criterion, the type, size, readability and location of visual information elements shall be assessed.

Points in the "visualization and plan of a group of exhibits" criterion will be awarded independently by all members of the tender committee. The arithmetic mean rounded to two decimal places will be calculated for each sub-criterion from the assessments of all members of the tender committee. The Employer reserves the right to make changes to the composition of the commission assessing the visualization and plan of a group of exhibits, in the event of the committee member being unable to perform its duties.

If the visualization and plan of the group of exhibits are not submitted, or the visualization and plan of the group of exhibits are incompatible with the above-mentioned rules, the Contracting Authority will award 0 points in this offer evaluation criterion.

ATTENTION: The Contracting Authority points out that the PPO miniPortal allows offers with a maximum size of 150 MB. The contractor must take this restriction into consideration.

Method of awarding points in the Guarantee period criterion:

The contracting authority will award points for granting the guarantee under the conditions specified in the model contract as follows:

For a 24-month warranty - 0 points.

For each additional month of warranty over 24 months - 1 point, but no more than 15 points.

The Purchaser does not allow the offer of warranty of less than 24 months.

An offer with a warranty period of less than 24 months shall be rejected

2. The highest number of points calculated using the method above shall decide about recognizing the offer as the most advantageous.
3. The contractor shall remain bound by the offer for a period of 60 days.
4. The offer validity period begins with the submission deadline.
5. The contractor may, independently or at the request of the contracting authority, extend the offer validity period, provided that the Contracting Authority may only once, not less than 3 days before the expiry of the offer validity period request the contractors to agree to extend this deadline for a specified period, not exceeding 60 days.
6. The refusal of consent referred to in para. 5 shall not result in the bid bond.

7. Extension of the offer validity period shall be allowed with a simultaneous extension of the bid bond validity period, or if that is not possible, with lodging a new bid bond for the extended Bid Validity Period. If the extension of the offer validity period is made after the selection of the most advantageous offer, the obligation to lodge a new bid bond or its extension applies only to the contractor whose offer has been selected as the most advantageous.
8. The contracting authority shall correct obvious typing errors and obvious accounting errors (taking into account the accounting consequences of the amendments made) as well as other errors as well as other errors involving the incompatibility of the offer with the Tender Specification (SIWZ) (not causing any significant changes in the content of the offer), immediately notifying the contractor whose offer has been improved.
9. The Contracting Authority shall reject the offer if the grounds specified in Article 89 of the Act occur.
10. The Contracting Authority shall select the most advantageous offer on the basis of the above evaluation criteria of offers
11. Immediately after selecting the best bid, the Contracting Authority shall inform all contractors of the circumstances referred to in Article 92 of the Act
12. The Contracting Authority shall annul the proceedings in the event of the conditions referred to in Article 93 item 1 and 1a of the Act, in particular, if the funds which the Contracting Authority intended to allocate on financing all or part of the contract were not awarded to it
13. The Contracting Authority shall simultaneously notify of the annulment of the procedure all Contractors who
 - 1) have applied for the contract - in the event of cancellation of proceedings before the submission deadline,
 - 2) have submitted tenders - in the event of cancellation of the procedure after the deadline for submission of tenders - providing factual and legal justification.
14. The Contracting Authority shall, upon contractors' whose offers have not been selected request, return plans, projects, drawings, models, samples, designs, computer programs and other similar materials submitted by them

PART XIII Conclusion of contract, security on due performance of the contract.

1. The Contractor is required to conclude a contract according to the model in **Appendix 2** to Tender Specification (SIWZ). The concluded agreement will be public and will be subject

to sharing on the principles set out in the provisions on access to public information (Article 139 (3) of the Act),

2. Security on due performance of the contract.

- 1) The contractor is required to provide a security on due performance of the contract before the conclusion of the contract, in the amount of **5%** of the total price specified in the offer.
- 2) Security on due performance of the contract shall be used as coverage of claims for non-performance or improper performance of the contract.
- 3) Security for the due performance of the contract may be lodged in money, bank surety or sureties of a cooperative savings and credit fund (noting, that the cooperative savings and credit unions surety is always a monetary obligation), bank guarantee, insurance guarantee or sureties granted by entities referred to in w Article 6b para. 5 point 2 of the Act of 9 November 2000 on the establishment of the Polish Agency for Enterprise Development (consolidated text: Journal of Laws of 2018, item 110 as amended).
- 4) If the security on due performance of the contract is provided in cash, the Contracting Authority shall keep it on an interest-bearing bank account.
- 5) If the security on due performance of the contract is provided in cash, Contracting Authority shall refund them together with interest resulting from the contract of the bank account contract on which it was kept minus the costs of operating the account and the bank commission for transferring money to the contractor's account.
- 6) Security may be lodged in one or several forms.
- 7) If the contractor provides security in the form of a bank guarantee, insurance guarantee or surety, the content of these guarantees / sureties must, in particular, clearly show:
 - a) commitment of the guarantor / guarantor (e.g. bank, insurance company) to pay up to the amount specified in the guarantee / surety, irrevocably and unconditionally, at the first request of the Contracting Authority (the beneficiary of the guarantee / surety) containing a statement that there have been circumstances related to non-performance or improper performance of the contract
 - b) commitment of the guarantor / guarantor (e.g. bank, insurance company) to pay up to the amount specified in the guarantee / surety, irrevocably and unconditionally, at the first request of the Contracting Authority (the beneficiary of the guarantee / surety) containing a statement that the contractor has not fulfilled the obligation referred to in Article 150 para. 7 of the Act, subject to item 12 below.
 - c) the time limit of the warranty / guarantee.

- 8) in the event that the contractor provides security in the form of a bank guarantee, insurance guarantee or surety, the content of the guarantee / surety shall indicate the Contracting Authority as the beneficiary of the guarantee / surety.
- 9) Guarantor's / guarantor's obligation referred to in item 7 lit. b above shall not be required if the contractor provides a security on due performance of the contract in the form of separate bank guarantees or insurance guarantees or suretyship, including the guarantor / guarantor's obligation to:
 - a) at the first request of the Contracting Authority (the beneficiary of the guarantee / surety) containing a statement that there have been circumstances related to non-performance or improper performance of the contract, the amount specified in the guarantee / surety, no more than 70% of the amount of the security; the guarantee / guarantee shall apply at least until receipt by the Contracting Authority without significant defects of all deliveries covered by the subject of the contract, and
 - b) payment at the first request of the Contracting Authority (the beneficiary of the guarantee / surety) containing a statement that there have been circumstances related to non-performance or improper performance of the contract, the amount specified in the guarantee / surety, no more than 30% of the amount of the security; the guarantee / guarantee shall apply until the end of the statutory warranty period. The period of statutory warranty will be equal to the warranty period specified in the offer.
- 10) In the event that the Contractor provides security in the form of a bank guarantee, insurance guarantee or surety, these guarantees must be subject to Polish law. All disputes regarding guarantees / sureties shall be settled in accordance with Polish law and submitted to the jurisdiction of Polish courts.
- 11) The Contracting Authority may, at the request of the contractor, consent to a change in the form of the security provided, with the stipulation that the continuity of the security is maintained and without reducing its amount.
- 12) If the time period for which the security is to be lodged exceeds 5 years:
- 13) collateral in cash shall be lodged for the entire period, and collateral in another form shall be lodged for a period of not less than 5 years, with a simultaneous commitment from the Contractor to extend the security or to provide a new security for subsequent periods.
- 14) in the event of non-extension or non-submission of a new security no later than 30 days before the expiry of the validity of the existing security lodged in a form other than in cash, the contracting authority will change the form to security in cash by paying the amount of the existing security.
- 15) the payment referred to in item 2) shall take place no later than on the last day of validity of the existing security.

PART XIV Information on legal protection measures

1. Contractors who have or had an interest in obtaining the contract and have suffered or may suffer damage as a result of the contracting authority's violation of the provisions of the Act, entitled to exercise the legal protection measures set out in Title VI of the Act: Appeal and complaint.
2. The Contractor is entitled to legal protection if he has or had an interest in obtaining the contract and suffered or may suffer damage as a result of the Contracting Authority's violation of the Act.
3. The appeal shall be lodged to the President of the National Appeal Chamber in writing or in electronic form signed by a secure electronic signature verified by a valid qualified certificate or equivalent that meets the requirements for this type of signature. Address to submit an appeal in writing: ul. Postępu 17a, 02-676 Warsaw.
4. The appellant shall send a copy of the appeal to the Contracting Authority before the deadline for lodging the appeal in such a manner that the Contracting Authority can read its contents before the expiry of this period. It is presumed that the contracting authority shall have read the content of the appeal before the deadline for lodging an appeal if the copy was sent before the deadline for lodging an appeal using electronic means of communication.
5. The appeal must be lodged within 10 days of sending information on the contracting authority's activities constituting the basis for its submission.
6. An appeal against the content of the contract notice, as well as against the provisions of the Tender Specification (SIWZ), must be lodged within 10 days within the date of publication of the notice in the Official Journal of the European Union or on the website.
7. An appeal against activities other than those specified in item 6 shall be lodged within 10 days of the day on which one became aware or with due diligence, could become aware of the circumstances constituting the basis for its submission.
8. The appeal shall indicate the Contracting Authority's act or omission, which is alleged to be in breach of the Act, shall include a concise statement of objections, shall specify the request as well as indicate factual and legal circumstances justifying the lodging of the appeal.
9. In the event of an appeal being lodged after the closing date for submission of tenders, the period of validity of the offer shall be suspended until the decision of the National Board of Appeal is announced.
10. The parties and participants of the appeal procedure may appeal to the court against the decision of the National Board of Appeal.

11. The complaint shall be lodged with the District Court appropriate for the seat of the Contracting Authority, i.e. the district court in Szczecin.
12. The complaint shall be lodged through the President of the National Chamber of Appeal within 7 days from the day of delivery of the Chamber's decision while sending a copy of the complaint to the opponent of said complaint. Filing a complaint at the institution of Polish public operator's post office is tantamount to its submission.
13. The President of the Chamber shall forward the complaint along with the files of the appeal procedure to the competent court within 7 days of its receipt.
14. The complaint shall be examined by court immediately not later than within 1 month from the day the complaint is received by the court.
15. No cassation appeal against the court judgment or the decision ending the proceedings in the case is possible.

PART XV Shortened order description

Subject matter of the order is design, manufacture, delivery, assembly and launch of an interactive permanent exhibition of the Jerzy Stelmach Maritime Science Centre in Szczecin (MSC).

The MSC permanent exhibition consists of:

- a) 213 interactive stands (exhibits) of various character and the way of interaction (including mechanical, robotic, multimedia, water). Among the exhibits, 211 shall be designed and manufactured by the Contractor, and 2 (original objects) will be provided by the contracting Authority. A detailed description of the stands is provided in Appendix 3 to Tender Specification.
- b) multimedia content (presentations, applications and other) accompanying the exhibits and presented alone, in isolation from the exhibits. In the case of some multimedia content (movies, sound recordings), in particular regarding persons and events related to Szczecin and Western Pomerania, The Contractor will receive the Contracting Authority's recommendations and his help in obtaining them;
- c) scenography (original, authentic and stylized elements of ship equipment, tools and instruments related to shipping and various works at sea, buildings in the form of walls, prints on fabrics, photos and graphics, large format prints, prints and stickers on the floor and walls and others). Some original objects, included in the scenery are provided by the Contracting Authority - in such cases they are specified in the descriptions of the relevant exhibits;

- d) scenography and stand lighting (building the mood, conducting the experiment, or illuminating the place of conducting the experiment) and exposure sound system (in selected places);
- e) exhibition messages in Polish and English (operating instructions and explanations-educational comments);
- f) visual information system (names of departments, groups, exhibits, indicators of exhibitions direction and distribution, expositions plans and others);
- g) water filtering and purification system for water exhibits;
- h) exposition management system, consisting of the necessary hardware and software, enabling the remote switching on and off of exhibits as well as collecting and presenting data on the condition of exhibits and their possible failures.
- i) A full order description is attached as Annex 3 to Tender Specification.

CPV codes:

79950000-0 Services in the field of organization of exhibitions, fairs and congresses

79956000-0 Services in the field of organization of fairs and exhibitions

80000000-4 Education and training services

72212520-0 Multimedia software development services

79930000-2 Special design services

32322000-6 Multimedia devices

39162000-5 Learning aids

39162110-9 Didactic equipment

45000000-7 Construction works

The Contracting Authority informs that the technical dialogue has been carried out. The protocol of the technical dialogue is attached as Appendix 5 to Tender Specification.