



**Center of European Projects**

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NIP 701 015 88 87; REGON 141681456

Warsaw, 18 May 2010

Open tender, reference mark: *CPEzp-II-8/10*

**TERMS OF REFERENCE**

(further on referred to as "TR")

For:

the procedure in connection with open tender public procurement based on art. 39, with reference to art. 10 of the act of law of 29 January 2004, Public procurement law (Legal Journal from 2007, No. 223, it. 1655 with subsequent amendments), further on referred to as the „law”, for **the provision of hotel services, catering services and providing furnished rooms during 15-18 June 2010, in Palanga (Lithuania) for the South Baltic Cross-border Co-operation Programme 2007 -2013.**

CPV codes:

55100000-1- Hotel services

55301000-3 - Restaurant and meal serving services

60170000-0 - Renting of motor vehicles for transporting persons with a driver

**CHAPTER I**  
**Description of the object of contract**

1. The object of contract is the provision of hotel services, catering services and providing furnished rooms during 15-18 June 2010, in Palanga (Lithuania) for the South Baltic Cross-border Co-operation Programme 2007 -2013.
2. Detailed description of the object of the contract is to be found in the enclosed agreement draft (**enclosure no. 1 to the TR**).
3. The Contracting authority does not accept partial bids or variant bids, it does not intend to conclude a framework agreement, it does not intend to put in place dynamic purchasing system, it does not provide for supplementary contracts, and it does not foresee the selection of most favourable bid by using electronic auction method.
4. The Contracting authority accepts subcontractors' assistance in execution of the object of the contract. As per art. 36 sect. 4 of the law, the Contracting authority requires the Contractor to indicate in his bid the parts of the contract, the performance of which he shall entrust to subcontractors.

**CHAPTER II.**  
**Description of the bid preparation method**

1. The bid must be placed in written form, as an original, in either English or Polish language, or else, it shall be null and void. The bid model has been specified in **enclosure no. 2 to the TR**. The bid contents must correspond to the TR contents.
2. The documents drafted in some other language are submitted together with their Polish or English translation, acknowledged by the Contractor.
3. The bid together with any required declarations should be signed by a person (persons) having the right of permanent external representation of the Contractor, of submission in Contractor's name of declarations of will, and having the right of assuming property obligations. The bid also may be signed by other persons in possession of power of attorney document to represent the Contractor in a given public procurement procedure, that should be enclosed to the bid in the form of an original, or else, a copy acknowledged by a notary public.
4. Every single page of the bid filled with writing, together with enclosures, should be numbered and either signed or initialled.
5. Any amendments and modifications in the bid contents must be initialled and dated by a person signing the bid.
6. Bid documents constituting an information reserved for other procedure participants, i.e. constituting company secret in the understanding of art. 11 sect. 4 of the act of law on countering unfair competition (Legal Journal from 2003, No. 153 it. 1503 with subsequent amendments), should be placed in a separate, sealed envelope having a note added onto it saying "RESERVED DOCUMENTATION"
7. All documents constituting the bid should be well fastened together (stapled) so as to prevent sheets of paper from sticking out freely or being taken out effortlessly
8. The Contractors placing a joint bid **must pick their representative** for the purpose of representing them at this public procurement procedure or for the purpose of representing them at the procedure and at the conclusion of the public procurement agreement. In such case, the bid should be accompanied by applicable power of attorney document specifying the manner of cooperation of the Contractors placing a joint bid. In the event of picking of the offer of Contractors placing a joint bid, prior to the conclusion of the public

procurement agreement, the Contracting authority shall request the submission of agreement governing the cooperation of these Contractors. The provisions of the law relating to the Contractor are applied accordingly to the Contractors placing a joint bid.

### CHAPTER III.

#### Date of contract performance

Date of contract performance – **15-18 June 2010.**

### CHAPTER IV.

#### Criteria of participation in the procedure, as referred to in art. 22 sect. 1 of the law, as well as the description of the manner of evaluation of participation criteria fulfilment

1. The contract may be sought for by Contractors, which fulfil the following criteria:
  - 1) **authorization for performing a specific activity or task, if legal provisions impose an obligation of holding such authorization;**
  - 2) **relevant knowledge and experience;**

The Contracting authority shall regard a given criterion as fulfilled, if the Contractor presents a prove (e.g. letter of references) of organizing at least 3 conferences for minimum 100 participants which were successfully implemented during the last three years (or shorter, depending on company's business life).
  - 3) **suitable technical capacities and resources making contract completion possible;**
  - 4) **suitable economic and financial conditions.**
2. For the purpose of demonstrating of the fulfilment of the above criteria, the Contractor is obliged to submit all declarations and documents as listed in **Chapter V of the TR.**

### CHAPTER V.

#### Schedule of declarations and documents required for demonstrating of the fulfilment of the criteria of procedure participation, as referred to in art. 22. sect. 1 of the law

1. Together with his bid, the Contractor shall submit declaration stating the fulfilment of the criteria of procedure participation, as referred to in art. 22 sect. 1 of the law. The declaration shall be signed by person(/s) authorized for Contractor representation. Declaration model has been determined in **enclosure no. 3 to the TR.**
2. The Contractor may rely on the knowledge and experience, technical capacity, personnel capable of contract execution or financial capacity of other entities, irrespectively of a legal nature of the relationship that binds them. In such situation, the Contractor is obliged to prove to the Contracting authority that he shall have at his disposal the indispensable resources for performing the contract, and in particular, he shall present for this purpose a **written declaration** of other entities to let at the Contractor's disposal the indispensable resources for the time period of availing of them during the time of contract execution, as referred to in art. 26 sect. 2b of the law, signed by individuals authorized to represent the entity.

## CHAPTER VI.

### Exclusion of Contractor from the procedure – failure to fulfil the criteria as specified in art. 24 sect. 1 of the law

1. The Contractor seeking the contract is obliged to demonstrate that there are no grounds for excluding him from the procedure for reasons specified in w art. 24 sect. 1 of the law. For the purpose of demonstrating that there are no grounds for excluding the Contractor from the procedure, the Contracting authority requires the Contractor to submit the following documents:
  - 1) declaration stating that there are no grounds for exclusion from the procedure, signed by individuals authorized to represent the Contractor; declaration model has been determined in **enclosure no. 4 to the TR**,
  - 2) valid excerpt from applicable register, if separate provisions require register entry, in order to demonstrate that there are no grounds for the exclusion on the basis of art. 24, sec. 1 pt. 2 of the law, **issued no earlier than 6 months prior to bid submission deadline**, and as regards natural persons, declaration in the scope of art. 24 sect. 1 pt. 2 of the law (declaration model has been specified in **enclosure no 5 to the TR**);
  - 3) valid declarations of relevant head of tax office and of applicable division of Social Insurance Institution or Agricultural Social Insurance Fund or some other applicable authorities in accordance with the law of the country of Contractor, confirming, accordingly, that the Contractor does not fall behind with the payment of taxes, charges, health insurance premiums and social insurance premiums, or else, declarations, that he obtained a lawful exemption, postponement or a right of making instalment payments of his overdue obligations, or else, a suspension in entirety of the execution of relevant provision of applicable authority – being issued **no earlier than 3 months prior to bid submission deadline** (in original form or as a photocopy the identity of which with the original has been confirmed by the Contractor)
2. If the Contractor while demonstrating the procedure criteria fulfilment, as referred to in art. 22 sect. 1 of the law, relies on resources of other entities **and if these entities shall engage in the execution of a part of the contract, as subcontractors**, then, for the purpose of showing that with respect to these entities no circumstances for excluding from the procedure are present due to reasons specified in art. 24 sect. 1 of the law – **one should also submit documents concerning the other entities, which are referred to in sec. 1.**
3. Contractors shall be excluded from the procedure also for reasons specified in art. 24 sect. 2 of the law.
4. In the event of the Contractor having his company seat on the territory of the Polish Republic, and if the individuals, as referred to in art. 24 sect. 1 pts 5-8 of the law, have their residence beyond the territory of the Polish Republic, then, the Contractor shall submit with respect to them a declaration of applicable legal or administrative authority of their place of residence showing a clear criminal record of these individuals in the scope as specified in 24 sect. 1 pts 5-8 of the law – **being issued no earlier than 6 months prior to bid submission deadline**. In the event of no such declarations normally being issued in the place of residence of these individuals – as an alternative shall be accepted, a document comprising relevant declaration acknowledged by notary public, applicable legal or administrative authority, or a professional or economic local authority of the place of residence of these individuals.
5. Shall the Contractor have his seat or place of residence beyond the territory of the Polish Republic, then, instead of the documents, as referred to in sect. 1:

- 1) pt. 2 and 3 – he submits either a document or documents issued in a country of his company seat or residence, that would confirm, respectively, that:
  - a) no liquidation procedure is under way and no bankruptcy declaration has been made
  - b) he does not fall behind with the payment of taxes, charges or social insurance premiums and health insurance premiums, or that he was granted a lawful exemption, postponement or right of making instalment payments of his overdue obligations, or else, a decision on suspension in entirety of the execution of relevant provision of applicable authority,
  - c) he has not been given a verdict banning him from the contract procedure.
6. If, either in place of residence of individual or in the country, being the seat or place of residence of the Contractor, no such documents are issued, as referred to in sect. 5 pt. 1 a), b) and c), as an alternative shall be accepted a document comprising a declaration acknowledged by notary public, applicable legal or administrative authority, or a professional or economic local authority of the place of residence of the individual or of the country, respectively, being either the Contractor's seat or his place of residence, respectively. The validity of the documents comprising the declaration is applied, respectively.

***The Contracting authority shall call the Contractors, which within prescribed deadline fail to submit the above required by the Contracting authority declarations or documents, or which fail to submit the power of attorney documents, or which submit documents containing errors or which submit faulty power of attorney documents, to submit them within time period that it shall pick, unless, in spite of their submission, the Contractor's bid is subject to rejection or in case of there being a necessity for procedure invalidation.***

#### **CHAPTER VII.**

##### **Information regarding the manner of communication between the Contracting authority and the Contractors and the manner of conveying of declarations and documents as well as appointing of individuals authorized to communicate with the Contractors**

1. In this procedure, any declarations, applications, notifications, as well as information, the Contracting authority and the Contractor convey in Polish or English language, by fax or electronic mail, with the reservation of stipulations of sect. 2
2. Declarations and documents showing the fulfilment of the criteria of participation in the procedure, as referred to in Chapter V and VI of the TR, complemented by the Contractor in reply to a call made by the Contracting authority, on the grounds of art. 26 sect. 3 of the law, shall be submitted in written form. They may also be sent by the Contractor, first, by fax, and then, immediately afterwards, in written form. The Contracting authority shall regard these documents and declarations as submitted within a prescribed deadline, if their contents in written form shall reach the Contracting authority prior to elapsing of prescribed deadline.
3. The Contracting authority, on its website, [www.cpe.gov.pl](http://www.cpe.gov.pl), has published his announcement informing of the contract, as well as these TR.
4. On that very website, the Contracting authority shall be also publishing:
  - 1) notifications and information relating to the procedure under way, inclusive of, in particular: requests of the Contractors for explaining the text of the TR together with the explanations of the Contracting authority made to these requests; notifications regarding TR wording changes; notifications on prolonging of bid submission

- deadline; and notification regarding bid selection, as referred to in art. 92, sect. 2, of the law;
- 2) appeals made to the wording of the contract announcement or the TR wording together with call made to the Contractors to take part in the procedure being under way in effect of appeal being made; decisions of appeals made regarding contract announcement wording or the wording of the TR.
5. Communication with the Contracting authority in connection with the procedure under way:
- person authorized by the Contracting authority for contacting the Contractors in essential matters: Dominika Butkiewicz, tel. + 48 58 746 38 50;
  - e-mail for correspondence: dominika.butkiewicz@southbaltic.eu;
  - person authorized by the Contracting authority for contacting the Contractors in matters of tender procedures: Łukasz Dmowski, tel. 22 378 31 05;
  - e-mail for correspondence: lukasz.dmowski@cpe.gov.pl;
  - correspondence by mail, courier post, or submitted in person at the secretarial office of the Center of European Projects, 01-494 Warszawa, ul. Domaniewska 39a, p. III, pok. 2, from Monday to Friday between 8.15-16.15 hrs.
6. The Contractor may turn to the Contracting authority with a request for explaining the TR contents. The Contracting authority shall make his explanation immediately, however, no later than within **2** days prior to the elapsing of the bid submission deadline, on the condition of the request for clarification of the TR reaching the Contracting authority no later than by end of day, in which elapses a half of the prescribed time interval for bid submission.

## **CHAPTER VIII.**

### **Bid security**

The Contracting authority requires no bid security from the Contractors.

## **CHAPTER IX.**

### **Bid validity**

1. Entity placing the bid is bound by it for a 30 day period since the ultimate bid submission deadline.
2. The Contractor either independently or on request of the Contracting authority may prolong the bid validity term.
3. The Contracting authority, may, just once, at least 3 days prior to the expiry of the bid validity, turn to the Contractors with a request to grant consent for prolonging of that validity term by a specific time period, however, no longer than 60 days.

## **CHAPTER X.**

### **Placing of bids**

1. Each Contractor may place just a single bid.
2. The bid should be sealed in an envelope so as to prevent the learning of the contents without infringing the envelope. The envelope should be provided with name and address of the Contractor and it should be addressed as follows:

**Center of European Projects  
state budgetary unit**

**ul. Domaniewska 39a, 02-672 Warsaw**

*„Bid for the procedure ref. No.: CPEzp-II-8/10 – provision of hotel services, gastronomic services and renting out of furnished rooms during 15-18 June 2010, in Palanga (Lithuania) for the South Baltic Cross-border Co-operation Programme 2007 -2013”*

3. **The bid should be sent by post, or else, it should be submitted at the secretarial office of the Contracting authority’s seat in Warsaw, at ul. Domaniewska 39a, within 25 May 2010 by 11:00 hrs.**
4. Bids sent in by fax shall not be considered.

**CHAPTER XI.**

**Bid modification and withdrawal**

1. Prior to the elapsing of bid submission deadline, the Contractor may modify or withdraw his bid.
2. None of the bids may be modified or withdrawn after the elapsing of prescribed bid submission deadline.
3. Bid modification is effected only through the placing of a modified bid in writing in observance of the same rules as it was the case with the previous bid. The bid modifying the previously placed bid must clearly indicate, which of the bid provisions are being modified.
4. The Contractor may withdraw his bid solely prior to the bid submission deadline. The Contracting authority may issue the bid to the Contractor, solely on the grounds of a written request for bid return being made, that should be submitted by an individual authorized by the Contractor to this end. Authorization for bid withdrawal must be enclosed to the bid return request.

**CHAPTER XII.**

**Bid opening**

1. **Opening of bids shall be in public on 25 May 2010, 11:30 A.M., at the seat of the Contracting authority in Warsaw at ul. Domaniewska 39A, apt. 32**
2. Prior to bids’ opening, the Contracting authority shall state the amount that it intends to set aside for financing the contract.
3. Bids’ opening is public. During bids’ opening the Contracting authority shall state the names (companies) and addresses of the Contractors, as well as the price information.
4. The Contractors may take part in the public session of bids’ opening. In the event of Contractor’s absence at bids’ opening, the Contracting authority shall dispatch on a written request of the Contractor an information stating the amount that it intends to set aside for financing the contract, as well as information stated at time of bids’ opening.
5. On the grounds of art. 96 sect. 3 of the law, the bids are made available for viewing from a time of their opening.

**CHAPTER XIII.**

**Description of the method of bid price calculation and information on foreign currencies**

1. The Contractor shall determine the bid price including VAT in Euro, with two decimal place accuracy, in the bid form (enclosure no. 2 to the TR), with the reservation of the stipulations of sect. 2.
2. If bid is placed, the selecting of which would lead on to the emergence of tax obligation of the Contracting authority in accordance with the VAT provisions in the scope relating to intra community acquisition of goods, then, the Contracting authority, for the purpose of evaluating such bid, shall add on to the price, a VAT amount, which it would be obliged to pay in accordance with the in force provisions.
3. Settlements between the Contractor and the Contracting authority shall be made in Euro.

**CHAPTER XIV.**

**Bids' evaluation criteria**

1. Only bids that are not rejected shall be evaluated.
2. When making bid selection, the Contracting authority shall follow the following criteria:
  - a) Price - 50%

$$\begin{array}{l} \text{points total for} \\ \text{bid evaluated} \\ \text{under the} \\ \text{criterion} \end{array} = \frac{\text{lowest price}}{\text{price of evaluated bid}} \quad \times \quad 100 \text{ pts.} \quad \times \text{ weight}$$

- b) Experience in organizing international conferences - 50%

$$\begin{array}{l} \text{points total for} \\ \text{bid evaluated} \\ \text{under the} \\ \text{criterion} \end{array} = \frac{\text{greatest number of} \\ \text{conferences}}{\text{number of} \\ \text{conferences indicated} \\ \text{in evaluated bid (at} \\ \text{least 3)}} \quad \times \quad 100 \text{ pts.} \quad \times \text{ weight}$$



**CHAPTER XV.**  
**Selecting of most favourable bid**

1. A most favourable bid from amongst of the bids that are placed, valid, and not rejected, shall be the one with the highest number of points.
2. In the course of the bids' evaluation process, the Contracting authority may demand the submission on the part of the Contractors of written explanations of the contents of placed bid.
3. In the course of the bids' evaluation process, the Contracting authority shall verify obvious writing errors and obvious calculation errors, in consideration of the calculation consequences of the made verifications, as well as other errors concerning incompliance of the bids with the TR, not causing any significant changes in bid contents, and in doing so, it shall immediately inform of that the Contractor, whose bid has been verified. If the Contractor, within 3 days from day of receiving of the notification, rejects the verification of error concerning incompliance of the bid with the TR, not causing any significant changes in bid contents, then, the Contracting authority shall reject the bid of that Contractor.
4. If, the Contracting authority shall not be in a position to pick most favourable bid, due to the fact, that there are bids with same price, then, the Contracting authority shall call the Contractors, which placed these bids, to place supplementary bids within time prescribed by the Contracting authority. Supplementary bids must fulfil all of the necessary formal requirements as specified in Chapter II of the TR. The Contractors, on placing supplementary bids, may not state higher prices than these already stated in the bids that are placed.

**CHAPTER XVI.**  
**Performance bond**

The Contracting authority requires no performance bond from the Contractors.

**CHAPTER XVII.**  
**Agreement conclusion**

1. The Contracting authority shall conclude agreement with the Contractor, whose bid shall be deemed as most favourable one within a time period no shorter than 5 days from day of conveying of notification regarding bid selection, either by fax or e-mail.
2. If in the public procurement procedure there are circumstance found, as referred to in art. 94 sect. 2 of the law, the Contracting authority shall be allowed to conclude agreement prior to the expiry of deadline, as referred to in sect. 1.
3. If the Contractor, whose bid is picked, derogates of agreement conclusion, then, the Contracting authority shall pick the most favourable bid from amongst of the remaining bids, without making yet another evaluation of them, unless premises specified in art. 93 sect. 1 of the law do emerge.

### **CHAPTER XVIII.**

#### **Means of legal protection that are due to the Contractor in the course of the procedure**

1. The Contractors as well as other entities are entitled to means of legal protection as described in Section VI of the law, in effect of infringing by the Contracting authority of provisions of the law.
2. Likewise, organizations recorded on the list of organizations authorized to bring in means of legal protection (where the list is run by Chairman of the Public Procurement Office) are entitled to the means of legal protection.

### **CHAPTER XIX.**

#### **Information on the feasibility and conditions of modification of concluded agreement**

1. Modification of the essential provisions of this agreement with respect to the wording of the bid, with reference to which, the Contractor's selection has been made, is inadmissible, to the exclusion of the possibilities foreseen by the Contracting authority in these TR for making such modifications.
2. Apart from the possibility of making modifications to the agreement, as foreseen in the provisions of the enclosed agreement draft, not requiring the drafting of annex to the agreement, the Contracting authority also provides for modifications of agreement provisions in such instances, when:
  - 1) there is a change of the generally binding provisions of law in a scope having essential influence on the fulfilment of the object of the contract,
  - 2) contract execution deadline is prolonged, if the prolonging of the deadline ensues due to reasons independent of the Contractor.

### **CHAPTER XX.**

#### **Final provisions**

1. Bids, expert opinions, declarations, notifications, applications, as well as other documents and information submitted by the Contracting authority and the Contractors, just like the agreement, constitute enclosures to the procedure protocol.
2. The protocol together with the enclosures is public. The enclosures to the protocol are made public following the selection of most favourable bid or after the procedure is annulled, whereas, the bids may be made public after the deadline for their opening elapses.
3. Information constituting company secret in the understanding of the provisions on the countering of unfair competition is not disclosed, if the Contractor, no later than by bid submission deadline, makes a reservation, that it may not be made public. The Contractor may not reserve such information, which is referred to in art. 86 sect. 4 of the law.
4. The disclosure of the contents of the protocol, the protocol's enclosures, inclusive of the bids, shall be effected on a special request being made, in observance of the following rules :
  - 1) disclosure of the protocol or of the enclosures may be effected through:
    - a) inspection made at a place and time as specified by the Contracting authority,
    - b) sending of a duplicate by either post, fax or e-mail, in observance of the choice indicated in the application;

- 2) the applicant during the course of inspection of the protocol or enclosures, may not, by himself, neither copy nor save the contents of the placed bids, with the help of equipment or other technical means used for image saving;
  - 3) The Contracting authority shall determine, in consideration of the submitted in the bid reservation regarding company secret, such scope of information, which could be made public;
  - 4) The Contracting authority shall pick a given time, place, and a person, in the presence of which, the documents shall be made public;
  - 5) the making of documents public shall take place at the seat of the Contacting authority and it may take place exclusively on work days, from 9.00 to 15.00 hrs;
  - 6) If the sending of the duplicates of enclosures, inclusive of the bids, as per the Contractor's choice shall be substantially impeded for technical reasons, and in particular, due to the volume of documents required, then, the Contracting authority shall inform of that the applicant and it shall indicate a way of making them public.
5. The Contractor bears the costs in connection with the bid's drafting and placing.
  6. **The enclosures, as referred to in the TR, constitute the TR's integral part, i.e.:**
    - 1) **enclosure no. 1** –agreement draft;
    - 2) **enclosure no. 2** –bid form;
    - 3) **enclosure no. 3** –declaration regarding the fulfilment of the criteria of participation in the procedure;
    - 4) **enclosure no. 4** –declaration stating that there are no grounds for exclusion;
    - 5) **enclosure no. 5** –declaration of the contractor being natural person in the scope of art. 24 sect. 1 pt. 2 of the law.

**AGREEMENT DRAFT**

**AGREEMENT NO. ....**

Concluded, the ..... in Warsaw

between

The Treasury – state budget unit - Center of European Projects with its seat in Warsaw at ul. Domaniewska 39a, 02-672 Warsaw, REGON statistical no. 141681456, Tax ID 701-015-88-87, represented by Mr. Dariusz Nieć – Director of Center of European Projects, on the grounds of the authorization granted on 21 January 2009, by the Minister for Regional Development, further on referred to as the „Contracting authority”,

a

.....  
*first name, surname, name, company, address, seat, PESEL statistical no., Tax ID, National Court Register, entry into the economic activity register, as well as address of applicable tax office*

further on, referred to as the „Contractor”, represented

by.....

worded as follows

:

§ 1

1. The object of this agreement is co-financed out of the European Union funds as part of the European Territorial Cooperation.
2. The object of the agreement is the staging of the conference in Palanga for the South Baltic Cross-border Co-operation Programme 2007 -2013, in the days 15-18 June 2010, further on referred to as “object of agreement”
3. Detailed material scope of the object of agreement is specified in enclosure no. 1 to the agreement.

§ 2

The Contractor shall be obliged to fulfil the object of agreement in the days 15-18 June 2010

### § 3

1. The Contractor shall be obliged to make a block reservation in response to the slogan „Match meeting” in the days:
  - a) 15.06.2010. - of 30 single rooms;
  - b) 16-17.06.2010. - of 90 single rooms;
  - c) 17-18.06.2010. - of 20 single rooms.
2. Block reservation holds from day of agreement signing until the day 07.06.2010.
3. The Contracting authority covers the cost of accommodation for up to 20 single rooms during the days 15-18.06.2010. The remaining costs of accommodation are covered by the participants, who shall apply at the time of block reservation being made.

### § 4

1. For the fulfilment of the object of agreement the Contracting authority shall pay to the Contractor remuneration in the magnitude of Euros ..... in gross terms (say: .....).
2. The payment of remuneration shall take place on the basis of a correctly issued VAT invoice, being issued by the Contractor, onto a bank account indicated by him, within 21 days from day of delivery of VAT invoice to the Contracting authority.
3. The condition for issuance of VAT invoice by the Contractor is acceptance on the part of the Contracting authority of the receiving/acceptance report.
4. The receiving/acceptance report, as referred to in sect. 3, shall be signed on the part of the Contracting authority by Mrs. Marta Plichta – Head of JTS of the South Baltic Cross-border Co-operation Programme 2007 -2013.

### § 5

1. In the event of either failure to fulfil or improper fulfilment of the object of agreement, the Contracting authority shall be entitled to withdraw from the agreement and/or to charge the Contractor with conventional penalty in the magnitude of up to 20% of the due maximal remuneration as specified in § 4 sect. 1.
2. The Contracting authority may make a claim with reference to general principles for compensation in excess of conventional penalty as specified in sect. 1.
3. In the event of infeasibility of fulfilment by the Contractor of the object of agreement due to reasons, for which the Contracting authority bears no liability, the Contracting authority shall be entitled to withdraw entirely and instantaneously from the agreement.

§ 6

Any changes to this agreement require written form, or else, shall be null and void.

§ 7

In such matters left ungoverned by this agreement, there shall apply relevant provisions of the civil code and the provisions of the Public procurement law.

§ 8

Any disputes arising in connection with the fulfilment of this agreement shall be resolved by court applicable for the Contracting authority's seat.

§ 9

The agreement has been drafted in three identical copies, where two copies are received by the Contracting authority, and one copy is received by the Contractor.

§ 10

An integral part of this agreement is constituted by enclosure no. 1 – Detailed material scope of the agreement.

.....  
*(signature and stamp of the  
Contractor )*

.....  
*(signature and stamp of the  
Contracting authority)*

**Enclosure no. 1  
to the agreement no.**

\_\_\_\_\_  
of \_\_\_\_\_

### **DETAILED MATERIAL SCOPE OF THE AGREEMENT**

The object of the contract is the provision of hotel services, gastronomic services and renting out of furnished rooms during 15-18 June 2010, in Palanga, Lithuania, as per the following specification:

#### **Hotel:**

Standard - 4 star, at least,

Location - Palanga (Lithuania), within 500 metres from beach.

#### **Transport**

The hotel must provide transport of the participants onto the meeting place from/to :

- international airport in Palanga,
- bus station in Palanga,
- bus station in Klaipeda,
- international ferry terminal in Klaipeda.

### **I. The staging of the South Baltic Programme Contact Points meeting**

**Date: 15.06. 2010., 12:00 -19:00 hrs**

**Number of participants: 30 persons**

**Conference room** (air-conditioned):

- lay out of tables and chairs in U form
- multimedia projector
- stool for projector and screen
- extension cord – 3 pcs.
- flipchart 1 pc.,
- laptop,
- wireless Internet connection.

## **Catering:**

### **1) Lunch (around 14:00):**

- Greek or Caesar type salad,
- soup of the day,
- main course – a choice of two (meat or fish)
- dessert (apple/chocolate&carrot cake)
- bread,
- butter.

Lunch served in buffet form together with beverages (water, juice, coffee, tea, milk, sugar). The number of people will be confirmed one week before the event.

**2) Coffee break** (the exact hours shall be given at a later stage): coffee, tea, milk, sugar, mineral water sparkling and non-sparkling, juice (two types), lemon, , biscuits and fruit.

## **Accommodation:**

- 30 single rooms with sanitary facilities
- block reservation in response to the slogan „Match meeting” until 07.06.2010.

The Contracting authority covers the cost of renting of up to 20 single rooms. The remaining costs of accommodation are covered by the participants, who shall apply at the time of block reservation being made

On 16.06.2010., after hotel day ends, there should be made available a room (left-luggage office), in which it shall be possible to keep luggage of meeting participants safe (up to 23.00 hrs, at the latest).

## **II. Organizing “Match meeting” of the South Baltic Programme**

**Date: from 16.06.2010., 12.00 - 22:00 hrs  
to 17.06.2010., 9: 00- 19:00 hrs**

**Number of participants: 150 persons**

**Conference room (air-conditioned) for the plenary part (16-17 June 2010):**

- layout of chairs - theatre style
- two presidium tables with six chairs for the speakers
- laptop,
- multimedia projector



- screen (size adapted to room size)
- flipchart,
- 4 wireless microphones (2 for speakers, 2 for the audience)
- 3 extension cords,
- telephone
- stationery (notebook, pen)
- wireless Internet connection,
- printer and photocopying machine access

**4 conference rooms for workshop part (16-17 June 2010):**

- air-conditioned rooms
- each room with approx. 40 person capacity
- separate rooms, making possible the staging of 4 workshops at one time

**Room equipment:**

- chairs and tables,
- laptop,
- multimedia projector,
- screen (size adapted to room size);
- flipchart,
- 2 wireless microphones (1 for speaker, 1 for the audience);
- 2 extension cords;
- stationery (notebook, pen),
- wireless Internet connection;

**Other:**

Registration table with two chairs should be situated on 16 June in the morning, in the main hall, close to the entrance, thus enabling for convenient registration of the 150 person group.

**Catering:**

1. **Coffee breaks** (*served during the day in the proximity of the conference rooms, the exact hours shall be given at a later stage*):

**16 June 2010** - two coffee breaks consisting of coffee, tea, milk, sugar, mineral water (sparkling and non-sparkling), juice (two types), lemons, sandwiches, biscuits and fruit.

**17 June 2010** - two coffee breaks consisting of coffee, tea, milk, sugar, mineral water (sparkling and non-sparkling), juice (two types), lemons, biscuits and fruit.

## **2. Lunch**

**17 June 2010** (*the exact hours shall be given at a later stage*):

- Greek or Caesar type salad,
- soup of the day,
- main course – a choice of two (meat or fish),
- dessert (apple/chocolate&carrot cake),
- bread,
- butter.

Lunch served in buffet form together with beverages (water, juice, coffee, tea, milk, sugar).

**3. Dinner** (*the exact hours shall be given at a later stage*):

**16 June 2010** - barbecue style dinner (served on the beach),

- fresh salad (two types),
- main course (red meat/poultry, fish and sausages),
- dessert (cakes: apple, chocolate, carrot, and ice cream)
- coffee, tea, milk, sugar,
- bread,
- butter.

The Contractor should provide interactive music arrangement during dinner (Disc Jockey).

## **Accommodation:**

- 90 single rooms with sanitary facilities,
- block reservation in response to the slogan „Match Meeting” until 07.06.2010.

The Contracting authority covers the cost of renting of up to 20 single rooms. The remaining costs of accommodation are covered by the participants, who shall apply at the time of block reservation being made.

On 17.06.2010., after hotel day ends, there should be made available a room (left-luggage office), in which it shall be possible to keep the luggage of meeting participants safe (up to 23.00 hrs, at the latest).

**Other conditions:**

**The Contractor shall provide:**

- contact person (caretaker), responsible for the event organization; being present, both, prior to, and during the course of the meetings;
  
- access to printer, photocopying machine, and computer, both, prior to, and during the course of the meetings;
  
- an excursion to the centre of Połaga or the locality (e.g. Kłajpeda – Maritime Museum) with transport and a guide having a command of the English language.

**THE BID**

(Contractor's stamp)

**I, the undersigned/We, the undersigned**

.....,  
**being authorized for representing the Contractor:**

.....  
Fax no. .... ; Telephone no.  
.....

as a reply to the „Public announcement of the procurement no. CPEzp-II-8/10” in connection with the procedure run by the Center of European Projects in the form of open tender for the **provision of hotel services, catering services and furnished rooms during 15-18 June 2010, in Palanga (Lithuania) for the South Baltic Cross-border Co-operation Programme 2007 -2013,**

I/we place the following bid:

Net contract price ..... EUR

**Gross contract price (inclusive of the due VAT) is** ..... EUR

(say: .....).

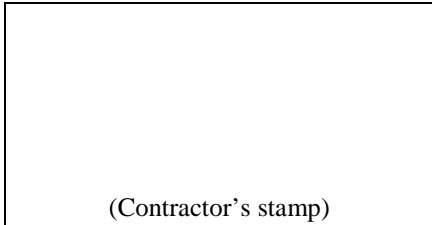
1. The said contract I/we oblige myself/ourselves to fulfil in accordance with the requirements as specified in the „Terms of Reference no. CPEzp-II-8/10.”
2. I/we declare that our bid price includes all costs of contract performance.
3. I/we declare that the contract shall be carried out independently, or else, with a participation of subcontractors, which shall perform the following part of the contract :  
.....

4. I/we declare to have become familiar with the „Terms of Reference no CPEzp-II-8/10”, made public by the Contracting authority and I/we do not have any reservations with respect to it.
5. I/we shall be obliged to sign the agreement at a place and time as specified by the Contracting authority.
6. I/we acknowledge myself/ourselves as bound by this bid for a time period of 30 days since the day of bid submission deadline.
7. Under penalty, I/we declare that the enclosed to the bid documents describe the current legal and factual condition as at day of bid submission deadline (art. 297 of the penal code).
  
8. The enclosures to this form constituting an integral part of the bid are:
  - 1) .....
  - 2) .....
  - 3) .....

....., dated .....2010 r.

.....  
(signature(/s) of authorized person(/s))

**DECLARATION REGARDING THE FULFILMENT OF THE CRITERIA OF PARTICIPATION IN THE PROCEDURE**



(Contractor's stamp)

I, the undersigned/We, the undersigned

.....  
being authorized for representing the Contractor:  
.....  
.....

on acceding to the participation in public procurement procedure run by the Center of European Projects in the form of open tender for **the provision of hotel services, catering services and furnished rooms during 15-18 June 2010, in Palanga (Lithuania) for the South Baltic Cross-border Co-operation Programme 2007 -2013.**

**I/we declare that in compliance with the requirements of art. 22 sect. 1 of the act of law of 29 January 2004, the Public Procurement Law (Legal Journal from 2007, No. 223, it. 1655 with subsequent amendments:**

**THE CONTRACTOR**

- 1) possesses the relevant right to perform the specific activity or task, with respect to which, the provisions of law impose an obligation of having such rights);
- 2) possesses the relevant knowledge and experience, i.e. performed satisfactorily within time period of the last three years, prior to elapsing of deadline for submitting of applications for procedure participation, and if life of economic activity turns out to be shorter – during that time, at least:
  - 3 services consisting in the staging of conference for minimum 100 participants (applicable references should be enclosed);
- 3) has got at his disposal the suitable technical capacities and staff making contract completion possible;
- 4) fulfils economic and financial criteria.

....., dated ..... 2010 .

.....  
(signature(/s) of authorized person(/s))

**DECLARATION STATING THAT THERE ARE NO GROUNDS FOR EXCLUSION**

(Contractor's stamp)

I, the undersigned/We, the undersigned

.....  
being authorized for representing the Contractor:  
.....  
.....  
.....

on acceding to the public procurement procedure run by the Center of European Projects in the form of open tender for:

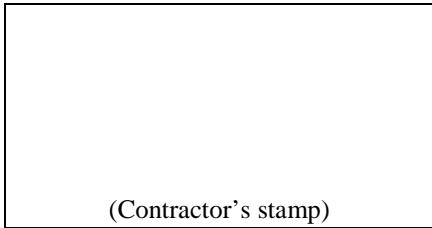
*the provision of hotel services, catering services and furnished rooms during 15-18 June 2010, in Palanga (Lithuania) for the South Baltic Cross-border Co-operation Programme 2007 -2013,*

**I/we declare that there are no grounds for exclusion of the Contractor from the above procedure due to a failure to fulfil the terms and conditions, as referred to in art. 24 sect. 1 of the act of law of 29 January 2004., – Public procurement law (Legal Journal from 2007., No. 223, it. 1655, with subsequent amendments).**

....., dated ..... 2010 .

.....  
(signature(/s) of authorized person(/s))

**DECLARATION OF THE CONTRACTOR BEING NATURAL PERSON  
IN THE SCOPE OF ART. 24 SECT. 1 PT. 2 OF THE LAW**



I, the undersigned/We, the undersigned

.....,

being authorized for representing the Contractor:

.....

.....

.....

on acceding to the public procurement procedure run by the Center of European Projects in the form of open tender for:

*the provision of hotel services, catering services and furnished rooms during 15-18 June 2010, in Palanga (Lithuania) for the South Baltic Cross-border Co-operation Programme 2007 -2013.*

**I/we declare that there are no grounds for exclusion of the Contractor from the above procedure for reasons, as referred to in art. 24 sect. 1 pt. 2 of the act of law of 29 January 2004, – Public procurement law (Legal Journal from 2007, No. 223, it. 1655, with subsequent amendments).**

....., dated ..... 2010.

.....

(signature(/s) of authorized person(/s))