



**Instytut Geofizyki
Polskiej Akademii Nauk**

ANNEX No. 3

to Competitive Technical Dialogue Notice

RULES OF CONDUCTING COMPETITIVE TECHNICAL DIALOGUE

**preceding the planned public procurement procedure
for logistic support for the IG PAS expedition to East Antarctica
in the season 2021–2022 (ref. no. DT/01/20)**

§ 1

Definitions

For the purpose of conducting the competitive technical dialogue, the key terms used in the present Rules shall be understood as follows:

1. **Competitive technical dialogue** – dialogue conducted in accordance with Art. 31a–31b of the Act of 29 January 2014 – Public Procurement Law (Journal of Laws of 2019, item 1843, as amended), hereinafter referred to as **the Dialogue**;
2. **Notice** – competitive technical dialogue notice preceding the planned public procurement procedure for logistic support for the IG PAS expedition to East Antarctica in the season 2021–2022;
3. **Copyright** – Act of 4 February 1994 on Copyright and Related Rights;
4. **Rules** – the present Rules of Conducting Competitive Technical Dialogue preceding the planned public procurement procedure for logistic support for the IG PAS expedition to East Antarctica in the season 2021–2022;
5. **SETC** – Specification of Essential Terms of Contract;
6. **Ordering Entity** – the Institute of Geophysics, Polish Academy of Sciences (IG PAS), with the registered office at Księcia Janusza 64, 01–452 Warsaw, Poland;
7. **Participant** – an entity participating in the competitive technical dialogue conducted by the Ordering Entity;
8. **Access to Public Information Act** – Act of 6 September 2001 on Access to Public Information;
9. **PPL Act** – Act of 29 January 2014 – Public Procurement Law.

§ 2

General provisions

1. The present document specifies the rules of conducting the Dialogue preceding the planned public procurement procedure for logistic support for the IG PAS expedition to East Antarctica in the season 2021–2022.
2. The Dialogue is conducted in keeping with the rules of transparency, fair competition and equal treatment of all Participants and the solutions they provide.
3. The Dialogue is conducted on the basis and in accordance with Art. 31a–31c of PPL Act.

4. During the Dialogue, in justified cases, especially when doing so might help obtain information critical for achieving the purpose of the Dialogue, the Ordering Party may limit, extend or modify the scope of the Dialogue as specified in Annex No. 1 to Competitive Technical Dialogue Notice, unless it violates the rules of transparency, fair competition and equal treatment of all Participants.
5. The Ordering Party may at any time break off the Dialogue with a given Participant, if it concludes that the information provided by the Participant does not contribute to achieving the purpose of the Dialogue.
6. The Dialogue is conducted openly, with the reservations as stipulated in § 9.
7. The Ordering Party will not reimburse the cost of participating in the Dialogue or remunerate Participants for their contributions to the Dialogue.
8. Conducting the Dialogue does not substantiate any claims on the part of Participants for the execution of public procurement procedure by the Ordering Party. Participation in the Dialogue is no basis for the Participants to make any claims against the Ordering Party, especially financial or compensation claims.

§ 3

The purpose and subject matter of the competitive technical dialogue

1. The purpose of conducting the Dialogue is for the Ordering Party to receive the information relevant for the planned public procurement procedure, to the extent necessary to prepare a description of the subject matter of the procurement, SETC or to specify terms of contract.
2. The Dialogue shall focus especially on technical, legal, executive, organizational, economic and logistic issues related to the execution of the procured services, as required by the Ordering Party.

§ 4

Commencing the competitive technical dialogue

1. The Dialogue commences on the day when the Notice is made publicly available.
2. The Ordering Party makes the Notice publicly available under the following link: <https://www.igf.edu.pl/zamowienia-publiczne.php>.
3. Additionally, in order to increase the effectiveness of the Dialogue, the Ordering Party may inform entities of its choice, which might be interested in participating in the

Dialogue, about the said Dialogue. To do so, the Ordering Party may notify selected entities by email about having commenced the Dialogue.

4. Failing to participate in the Dialogue does not limit the rights or otherwise disadvantage potential contractors who might wish to take part in the planned public procurement procedure.

§ 5

Communication during the Competitive Technical Dialogue

1. The Dialogue may be conducted in writing or orally. It may especially take the form of email exchange or individual meetings with Participants.
2. The Dialogue will be conducted in Polish, the only exceptions being those specified in the present paragraph.
3. Meetings with Participants may be held in English, while meeting reports must be written in Polish.
4. Email may be exchanged in English, while its key points should be recorded in reports written in Polish.
5. Throughout the Dialogue, communication between the Ordering Party and Participants will be carried out electronically.
6. The Ordering Party will contact all Participants via email addresses provided by each of them in the Application for Participation in Competitive Technical Dialogue.
7. When contacting the Ordering Party, each Participant should cite the reference number given in the Notice (DT/01/20).

§ 6

Committee

1. For the purpose of conducting the Dialogue, the Ordering Party will appoint a committee.
2. The committee will start working on the day of its appointment and finish working on the day when the Dialogue is completed.
3. The committee will evaluate each Application for Participation in the Dialogue received by the Ordering Party.

4. Based on the committee's recommendations, the Ordering Party will notify the Applying Entities about:
 - a) being admitted to participate in the Dialogue (with justification),
 - b) not being admitted to participate in the Dialogue (with justification),
 - c) the application being disregarded (with justification).
5. While committee members are expected to take part in meetings with Participants, the absence of a committee member will not cause cancellation of a given meeting.

§ 7

Organization and course of competitive technical dialogue

1. In order to be admitted to participate in the Dialogue, the Applying Entity must submit a correctly completed Application for Participation in Competitive Technical Dialogue.
2. The meetings with the admitted entities (Participants) are expected to take place in the registered office of the Ordering Party or by means of remote communication (such as a videoconference). Based on the nature of the contribution made by a given Participant, the Ordering Party has the freedom to decide on the forms of Dialogue adopted with the said Participant, their order and frequency, as long as these decisions do not violate the rules of transparency, fair competition and equal treatment of Participants.
3. The Ordering Party will send an invitation to participate in the Dialogue to the email address given by the Participant in his Application.
4. Having received the information on the date of the meeting, the Participant will confirm the date or suggest an alternative convenient for both the Participant and the Ordering Party.
5. The Ordering Party has the right to record meetings with Participants with the use of a sound and image recording device, the only condition being that the Participant must be informed about the fact in advance.
6. The Ordering Party has the right to request a preliminary outline of organization and logistics for the IG PAS expedition to East Antarctica to be prepared and presented by each Participant. The outline may be presented in any form which can be accessed independently by the Ordering Party.

§ 8

Copyright

1. Submitting the Application for Participation in Competitive Technical Dialogue means giving consent for the information shared during the Dialogue to be used by the Ordering Party for the purpose of preparing public procurement documentation, including especially the description of the subject matter of the procurement, SETC or terms of contract.
2. If, during the Dialogue, a Participant hands over to the Ordering Party a copyrightable work, the said Participant grants the Ordering Party an unconditional, free of cost, nonexclusive licence to use the work (in whole or in part) for the purpose of conducting the Dialogue and preparing documentation mentioned in Section 1 above as well as a permission to exercise derivative copyright to the work and to use adaptations of the work in the fields of exploitation specified in Section 3 below. The Participant declares that using the work by the Ordering Party will not infringe the rights of third parties.
3. The Participant grants the Ordering Party a licence specified in Section 2 above in the fields of exploitation including:
 - a) as regards recording and multiplying the work – reproducing the work using any technique, including printing, reprography, magnetic recording and digital recording,
 - b) as regards distributing the original work or its copies – placing on the market, lending for use or renting the original work or its copies,
 - c) as regards distributing the work in ways other than those specified above – publically presenting, displaying, screening, broadcasting and rebroadcasting as well as granting public access to the work so that anyone can access it in a place and time of their choosing.

§ 9

Confidentiality

1. The Dialogue is conducted openly, with the reservation that the Ordering Party shall not disclose any information which constitutes confidential business information as defined by the Act on Unfair Competition, provided that the Participant has claimed that the information must not be made available to other entities.
2. If the Applying Entity / Participant passes on to the Ordering Party any information which constitutes confidential business information as defined in Art. 11(2) of the Act on Unfair Competition, the Applying Entity / Participant is obliged to:

- a) claim the information as confidential business information,
 - b) appropriately mark the information as confidential business information,
 - c) justify the claim that the information constitutes confidential business information.
3. During the Dialogue or after its completion, the Ordering Party shall not disclose any information as to which the Applying Entity / Participant has complied with the requirements specified in Section 2 above. The information claimed as confidential business information must not include any information which the Ordering Party will be obliged to disclose while preparing public procurement documentation, including especially the description of the subject matter of the procurement, SETC or terms of contract.
 4. If the Applying Entity / Participant fails to comply with the requirements specified in Sections 1 and 2 above or fails to provide – upon the request of the Ordering Party – additional justification of the claim that the information does indeed constitute confidential business information, or if the Ordering Party dismisses the justification as lacking in credibility, the Ordering Party shall notify the Applying Entity / Participant that the information shall not be treated as confidential business information.
 5. The rules specified in the present document do not violate Art. 31c or Art. 96(2a) of PPL Act, or any regulations of the Act on Access to Public Information.

§ 10

Report of the competitive technical dialogue

1. A report shall be compiled of the Dialogue.
2. The date of signing the report referred to in Section 1 above by the Chairman of the Committee referred to in § 6.1 marks the completion of the Dialogue. The report and annexes to the report will be openly available, with the exceptions as specified in § 9.
3. During the Dialogue, the Participants and other entities are not entitled to means of appeal specified in the PPL Act.

§ 11

Competitive technical dialogue completion

1. The Ordering Party will notify the Participants about the completion of the Dialogue.
2. The information about the completion of the Dialogue will be published on the official website of the Ordering Party.

3. All correspondence, reports, official letters and other documents related to the Dialogue will remain at the disposal of the Ordering Party and will not be returned after the completion of the Dialogue.

§ 12

Information clause on data processing

1. Pursuant to Article 4(1,2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/WE (General Data Protection Regulation) (Official Journal of the European Union L. 2016.119.1), hereinafter referred to as “GDPR”, I inform that:
 - 1) the Administrator of your personal data is the Institute of Geophysics, Polish Academy of Sciences, with the registered office at Księcia Janusza 64, 01–452 Warsaw, Poland;
 - 2) the inspector for the protection of personal data at the Institute of Geophysics, Polish Academy of Sciences is Michał Tuz, who can be contacted via the following email address: iod@igf.edu.pl;
 - 3) your personal data will be processed on the basis of Art. 6(1c) GDPR for the purpose of conducting competitive technical dialogue for logistic support for the IG PAS expedition to East Antarctica in the season 2021 –2022 (ref. no. DT/01/20);
 - 4) your personal data may be accessed by persons or entities which are given access to competitive technical dialogue documentation in relation to Art. 31a(2) of PPL Act and § 2.7 of the present document;
 - 5) according to Art. 22 of GDPR, your personal data processing is not automated;
 - 6) you have the following rights:
 - a) on the basis of Art. 15 of GDPR, the right to access personal data;
 - b) on the basis of Art. 16 of GRPR, the right to request correction of personal data;
 - c) on the basis of Art. 18 of GDPR, the right to request a restriction to the processing of personal data, with the exception of cases stipulated in Art. 18(2) of GDPR;
 - d) the right to file a complaint with the President of the Office for Personal Data Protection should you decide that the processing of your personal data is in violation of GDPR;
 - 7) you do not have the following rights:
 - a) due to Art. 17(3b), (3d) or (3e) of GDPR, the right to request the deletion of your personal data;
 - b) the right to transfer your personal data, as specified in Art. 20 of GDPR;

- c) on the basis of Art. 21 of GDPR, the right to object to the processing of your personal data, as the legal basis for the processing of the data is Art. 6(1c) of GDPR.

§ 13

Final provisions

1. The present document enters into force upon publication on the official website of the Ordering Party.
2. Changes in the Rules may be introduced only in exceptional cases, especially when failing to introduce them might compromise the effectiveness or the purpose of the Dialogue, but only when introducing these changes will not violate the rules of transparency, fair competition and equal treatment of all Participants and the solutions they provide. Any changes to the Rules will be published on the official website of the Ordering Party and, once Participants have been selected, they will also be notified about the changes directly.