

MATERIAL TERMS AND CONDITIONS OF THE CONTRACT

Request for Quotation

SERVICE FOR THE CREATION OF AN ANIMATED FILM CONCERNING THE RISERS PROJECT

1. Introductory information

- 1.1. Instytut Ekologii Terenów Uprzemysłowionych (Institute for Ecology of Industrial Areas) invites tenders for:
**SERVICE FOR THE CREATION OF AN ANIMATED FILM CONCERNING THE RISERS PROJECT
SIGN ZP/08/ZO/BO/2024**
- 1.2. 1.2 The procedure is conducted in the form of an enquiry. Pursuant to the provision of Article 2, clause 1, item. 1 of the Act of 11 September 2019. Public Procurement Law (consolidated text Journal of Laws of 2023, item 1605 as amended). The provisions of the aforementioned Act do not apply to this procedure.
- 1.3. The abbreviations and terms used in the enquiry have the following meanings:
 - 1.3.1. Ordering Party - Institute for Ecology of Industrial Areas,
 - 1.3.2. Contractor – a natural person, a legal person or an organisational entity without legal personality which has applied for the contract, has submitted a tender or has entered into a contract agreement.
 - 1.3.3. procedure - the procedure conducted by the contracting authority based on this request for quotation,
 - 1.3.4. ToR - material terms and conditions of this procedure,
 - 1.3.5. PPL Act - the Act of 11 September 2019 - Polish Public Procurement Law (i.e. Journal of Laws of 2023, item 1605, as amended),
 - 1.3.6. contract - a contract the subject of which is described in detail in the request for proposals,
- 1.4. The award procedure is open to the public.
- 1.5. The Ordering Party undertakes to treat all contractors competing for the contract on an equal footing and to conduct the procedure to conduct the procurement procedure in a manner that guarantees fair competition.



- 1.6. These ToR may only be used for their intended purpose. The contractor must read this ToR in their entirety.
- 1.7. A tender may be submitted by a natural person, a legal person or an organisational unit without legal personality, as well as these entities acting jointly, provided that they meet the conditions specified in these ToR. Each contractor may submit only one tender.
- 1.8. The Ordering Party does not allow partial or variant tenders.
- 1.9. **NOTE: The ToR and attachments have been prepared in two language versions: Polish and English. In the event of any doubts concerning the interpretation or occurrence of discrepancies between the content of the ToR in the Polish version and the ToR in the English version, the version drawn up in Polish shall prevail and be binding.**

2. Clarifications

- 2.1. The Contractor may submit to the Ordering Party a request for clarification of the content of the ToR by e-mail or in writing. The request should contain the name and exact address of the contractor. The Ordering Party shall provide explanations immediately. The Contracting Authority shall publish the contents of the questions along with the clarifications on the website of the Public Information Bulletin or send them directly to Contractors at their e-mail address.
- 2.2. In the event of a discrepancy between the content of the ToR and the content of the explanations, the content of the letter containing the subsequent declaration by the contracting authority shall be deemed to prevail..

3. Amendment of the ToR

- 3.1. In justified cases, the Ordering Party may, before the deadline for submission of tenders, change the contents of the ToR. The Contracting Authority shall post the amendment on the website of the Public Information Bulletin or send it directly to Economic Operators at their e-mail address.
- 3.2. If, as a result of a change to the content of the ToR which does not lead to a change to the contract notice, additional time is necessary to introduce changes to tenders, the Contracting Authority shall extend the deadline for the submission of tenders and shall inform contractors thereof on the subject page of the Public Information Bulletin or shall send it directly to the Contractors at their e-mail address.



4. Information on the Ordering Party

4.1. Address details:

Name: Instytut Ekologii Terenów Uprzemysłowionych
Correspondence address: 40-844 Katowice, ul. Kossutha 6
Bank name and address: ING BANK ŚLĄSKI SA Oddział w Chorzowie
Bank account number: 43 1050 1243 10000 0010 0067 2137
TAX ID: PL 634-012-55-19
NCR: 0000058172
Regon: 271590804
Operating hours: Od godz. 8⁰⁰ do 15⁰⁰
tel.: 32 254-60-31 fax.: 32 254-17-17
website: www.ietu.pl
e-mail: zamowieniaietu@ietu.pl
Procedure symbol: **ZP/08/ZO/BO/2024**

5. Persons authorised to contact contractors

- 5.1. On matters of information on the subject of the contract, including the manner and terms of performance of the contract:
Mateusz Korcz; tel. 32 254-60-31 ext. 269; fax: 32 254-17-17, zamowieniaietu@ietu.pl.
- 5.2. On formal matters:
DZP staff; tel. 32 254-60-31 ext. 249, e-mail: zamowieniaietu@ietu.pl.

6. Description of the subject matter of the contract

- 6.1. The subject of the contract is **the service of creating a short, 3-minute animated film visually presenting and explaining the RISERS project concept based on the script. The film with voiceover in English.**
- 6.2. Detailed scope of the contract:



- 6.2.1. The subject of the request for quotation is the creation of a film for the informational and promotional activities of the RISERS project. ("A Roadmap for Industrial Symbiosis Standardisation for Efficient Resource Sharing").
- 6.2.2. As part of the contract, the Contractor shall prepare a detailed script for the production of a promotional video (for the RISERS project) with a duration of a minimum of 2 and a maximum of 3 minutes. The produced film will be used as a promotional and informational material for the project.
- 6.2.3. The aim of the film is to raise awareness of the RISERS project and its purpose.
- 1) DIRECTION: introduction, problem/solution.
 - 2) TONE: simple/informative.
 - 3) CALL FOR ACTION: Get stakeholders interested in the project goal.
 - 4) STYLE: 2D animation, stop motion animation, whiteboard animation.
 - 5) SOUND: voice-over, if necessary: text overlay + background music
- 6.2.4. The detailed scope of the subject of the order includes:
- 1) Pre-production:
 - a) Developing a script in consultation with the Ordering Party,
 - b) Selection of the narrator/voice-over actor
 - 2) Production:
 - a) Purchase of film and graphic materials,
 - b) Film editing
 - c) Sound design
 - d) Colour scheme
 - e) Graphic design + animation
 - f) Music processing and purchasing copyrights to music
 - g) Production of titles and closing credits
 - h) Preparing files in a format suitable for broadcast on streaming platforms (e.g. YouTube, Vimeo), as well as in a format suitable for easy playback on PC and Mac computers (DVD, pen drive)
 - 3) Minimum technical requirements



- a) Film duration: minimum 2 minutes, maximum 3 minutes
 - b) Resolution - Full HD 1920x1080
 - c) Separate files in formats enabling publication on the Internet, social media (YouTube, Vimeo, LinkedIn, X) and in formats enabling playback on PC and Mac computers (DVD, USB memory).
 - d) Recording: AVCHD / MP4
 - e) Language: English
 - f) The Contractor shall provide the Ordering Party with all the film elements necessary to modify the film (master video file, all source files, the entire project [Collect]), background sound file, voice-over, editable file with a synchronised text overlay.
- 4) Under the Agreement, the Contractor undertakes to:
- a) Develop a film script in cooperation with the Ordering Party
 - b) Select the voice-over actor in cooperation with the Ordering Party
 - c) Ensure full production of films (editing, sound, colour scheme, graphic design + animation, music and acquisition of copyrights to music, preparation of opening and closing credits).
 - d) Transfer of copyrights and related rights to films in all fields of exploitation and obtaining the consent of the voice-over actor who will take part in the production for their distribution,
- 5) Information that must appear at the end of the film in a written form with required logos:
- a) Project logo
 - b) Project website address
 - c) Logos of the project partners
 - d) Information about the financing of the project from EU funds by placing a logo with the European Union flag and the inscription "Financed by the European Union" in accordance with the principles of the Horizon Europe programme.

6.2.5. Description of the subject matter of the contract according to the Common Procurement Vocabulary (CPV):



92111000-2 Cinematographic and video services.

7. The term of the contract

- 7.1. The subject of the contract shall be completed within a maximum period of 10 weeks from the signing of the contract, unless the Contractor indicates a shorter period in his tender
- 7.2. The implementation of this contract will take place on the basis of the terms and conditions set out in the concluded contract.

8. Conditions for participation in the procedure and a description of the way in which fulfilment of these conditions will be assessed

8.1. Contractors who meet the following conditions may compete for the award of the contract:

- 8.1.1. **have the competences or authorisations to conduct a specific professional activity, as provided for in separate regulations;**

The Ordering Party does not impose specific requirements regarding the fulfilment of this condition.

The Ordering Party will assess the fulfilment of the condition on the basis of the statement submitted by the contractor, referred to in item 10.1.2. of the request for quotation.

- 8.1.2. **they are in an economic and financial position to perform the contract;**

The Ordering Party does not impose specific requirements regarding the fulfilment of this condition.

The Ordering Party will assess the fulfilment of the condition on the basis of the statement submitted by the contractor, referred to in item **Błąd! Nie można odnaleźć źródła odwołania.** of the request for quotation.

- 8.1.3. **have the technical and/or professional capacity and experience;**

The Ordering Party will consider the condition to be fulfilled if the contractor, within the last three years before the deadline for submission of tenders, and if the period of activity is shorter - **in this period, has produced at least 5 (five) animated promotional or informational films** for research, development and innovation projects, financed from EU H2020 or LIFE programmes. The films should be at least 2 minutes in length and should be created for different projects.

The Ordering Party will evaluate the fulfilment of the condition on the basis of the statement submitted by the contractor, referred to in item 10.1.2 **Błąd! Nie można**



odnaleźć źródła odwołania.. of the request for quotation, and submission, together with the offer, of certificates/references issued by the entity for which the service was provided, confirming the provision of services meeting at least the above requirements.

- 8.2. Contractors for whom liquidation has not been opened or bankruptcy has not been declared, except for the Contractors who after declaring bankruptcy made an arrangement approved by a valid court decision, if the arrangement does not provide for satisfaction of creditors by liquidation of the bankrupt's assets, may apply for the award.

The Ordering Party will assess the fulfilment of the condition on the basis of the statement on the fulfilment of the conditions for participation in the procedure listed in item 10.1.2.

Błąd! Nie można odnaleźć źródła odwołania..

9. Grounds for exclusion from the procedure and a description of how they will be assessed

- 9.1. The Ordering Party shall exclude a Contractor from the procedure in cases referred to in Article 7(1) of the Act of 13 April 2022 on special solutions to prevent support for aggression against Ukraine and to protect national security (Polish Journal of Laws of 2022, item 835), i.e. the Contractor:
- 9.1.1. included in the lists set out in Regulation 765/2006 and Regulation 269/2014 or included in the list on the basis of a listing decision deciding on the application of the measure referred to in Article 1(3);
 - 9.1.2. whose beneficial owner within the meaning of the Act of 1 March 2018. on the prevention of money laundering and terrorist financing (Polish Journal of Laws of 2022, item 593 and 655) is a person listed in the lists set out in Regulation 765/2006 and Regulation 269/2014 or listed or being such a beneficial owner as of 24 February 2022, provided that he or she has been listed on the basis of a decision on listing ruling on the application of the measure referred to in Article 1(3);
 - 9.1.3. whose parent entity within the meaning of Article 3(1)(37) of the Accounting Act of 29 September 1994 (Polish Journal of Laws of 2021, item 217, 2105 and 2106) is an entity listed in the lists set out in Regulation 765/2006 and Regulation 269/2014 or included in the list or being such a parent entity as of 24 February 2022, provided that it has been included in the list on the basis of a decision on inclusion in the list ruling on the application of the measure referred to in Article 1(3).



- 9.2. The Ordering Party will assess the contractor's fulfilment of the condition described in item 9.1 on the basis of the declaration submitted by the contractor, referred to in point 10.1.2.
- 9.3. Before signing the contract, the Contractor shall submit an additional declaration, the specimen of which **constitutes Attachment No. 2a to the ToR.**

10. Information on declarations or documents to be provided by contractors in order to assess the fulfilment of the conditions for participation in the procedure

10.1. In order to assess the contractor's fulfilment of the conditions for participation in the procedure, the Ordering Party requires each tender to contain at least the following documents:

- 10.1.1. a filled-in and signed by the contractor bid form, the template of which **constitutes Attachment No. 1 to the ToR;**
- 10.1.2. a completed and signed declaration of fulfilment of the conditions of participation in the procedure, **a template of which is enclosed as Attachment No. 2, and documents certifying the production of at least 5 (five) animated promotional or informational films for research, development and innovation projects financed from the EU H2020 or LIFE programmes.**
- 10.1.3. the accepted model contract **constituting Attachment No. 3 to the ToR.**

11. Place and date for submission of tenders

- 11.1 Tenders, with content in accordance with the template attached as Attachment 1, should be submitted via e-mail to **zamowieniaietu@ietu.pl** by **29.03.2024 r. at 12:00**
- 11.2. Together with the tender, the contractor shall submit all the required documents listed in item 10.
- 11.3. The date and time of receipt of a tender shall be deemed to be the date on which it is received by the ordering party, not the date on which it is sent.
- 11.4. Tenders submitted after the deadline will not be considered.
- 11.5. The contractor may, before the deadline for submission of tenders, change or withdraw his tender.

12. Examination of the offers

- 12.1. In order to select a contractor for the contract, all tenders will be carefully examined to assess the fulfilment of the conditions for participation in the procedure, the qualifications and reliability of

the contractors and the level of the tender prices. The examination of the tenders shall be confidential.

- 12.2. The Ordering Party may request contractors to provide explanations regarding the contents of their tender. Contractors are obliged to provide the requested explanations within the time limit indicated by the Ordering Party under pain of rejection of the tender..

13. Criteria and method of evaluation of tenders

- 13.1. The ordering party will evaluate the tenders according to the following criteria:

No.	Criterion description	Criterion weight [%]
1.	Price	50
2.	Order completion date	50

The criterion will be evaluated according to the formula:

Criterion number and name	Model:
1. Price (EUR)	Number of points of the examined offer within the criterion = $(C_{min}/C_{of}) * 50 *$ weight where: - C_{min} – lowest price among all tenders - C_{of} - price quoted in the examined tender
2. Order completion date	Number of points: Number of points of the examined offer under the criterion = $(D_t/D_t \text{ max}) * 50$ x weight where: D_t – number of points of the examined tender $D_t \text{ max}$ – highest number of points among the valid tenders. The Ordering Party will award points according to the following criteria:

	<p>Within the criterion "order completion date", 0 to 50 points shall be awarded as follows:</p> <p>a) 0 points - for an offer with a declared contract completion date of 9 - 10 weeks from signing the contract,</p> <p>b) 20 points - for a bid with the declared contract completion date of 7-8 weeks after the signature of the contract</p> <p>c) 30 points - for a bid with the declared contract completion date 6 weeks or less from the day of signing the contract</p> <p>The Ordering Party assumes a maximum order completion term of 10 weeks from the day of signing the contract. Should the Contractor offer a contract completion deadline longer than the one indicated above, the Contractor's offer shall be rejected as incompatible with the ToR..</p> <p>If the Contractor fails to supplement the information under a given sub-criterion in the offer form, the Ordering Party will take 0 points for calculation.</p>
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$$P_i = P1_i + P2_i$$

- 13.2. The points awarded to each tender shall be rounded to two decimal places or with greater precision if, when applying the aforementioned rounding, there is no difference in the number of points awarded due to a small difference in the prices or discounts offered. **The price shall be quoted in EUR.**
- 13.3. The Ordering Party shall award the contract to the contractor who has not been excluded from the procedure, whose tender will not be rejected in the course of the tender examination and evaluation and will be considered the most advantageous, i.e. the tender which, in total, obtains the highest number of points.
- 13.4. If a contractor submits a tender, the selection of which would lead to the creation of a tax obligation for the Ordering Party pursuant to the provisions on value added tax, the Ordering Party, for the purpose of evaluating such a tender, shall add to the price presented in it the value added tax which he would be obliged to charge in accordance with these provisions.
- 13.5. The Contractor shall inform the Ordering Party in the tender form:
- 13.5.1. whether the selection of the tender will lead to a tax liability for the Ordering Party,
- 13.5.2. indicate the name (type) of the good (service), the supply of which will lead to his tax liability,



- 13.5.3. state the value of the good (service) without the amount of tax and the amount of value added tax to be added to the price of the tender submitted.

14. Contract performance agreement

- 14.1. The Ordering Party shall conclude the contract for the performance of the contract immediately after the notification about the selection of the most advantageous tender has been given.
- 14.2. Along with the enquiry, the contractor shall receive a model contract (**Attachment 3**) from the Ordering Party..
- 14.3. The Ordering Party will specify the date and place for concluding the contract with the contractor whose tender was found to be the most advantageous. The contract will be concluded before the expiry of the tender validity period.
- 14.4. Any change to the material provisions of the concluded agreement in relation to the content of the offer on the basis of which the contractor was selected, under pain of nullity, shall require the form of a written annex, effective upon signature by both Parties.
- 14.5. If a contractor whose tender was selected evades the conclusion of the contract, the Ordering Party shall select the most advantageous tender from among the remaining tenders without re-evaluating them..

15. Final provisions

- 15.1. This enquiry is not a procedure within the meaning of the Polish Public Procurement Act.
- 15.2. The contractor shall be bound by the tender for a **period of 30 days**. The time limit for being bound by a tender shall start with the expiry of the deadline for submission of tenders.
- 15.3. The offer may be subject to further negotiation.
- 15.4. The Ordering Party reserves the right to cancel the procedure at any stage, without giving reasons.

Approved on 21.03.2024 r.

.....
/ signature of the ordering manager /



*Attachment 1 to the Request for Quotation***Information clause of the Institute for Ecology of Industrial Areas, for participants in procedures for the award of this public contract, contractors and other persons whose personal data have been obtained in connection with a call for tenders or the performance of the contract by the Contractor**

Pursuant to Article 13(1) and (2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (Official Journal of the EU L 119 of 04.05.2016, p. 1), hereinafter referred to as "GDPR", I hereby inform you that:

- The controller of your personal data contained in the offer submitted to the invitation to tender entitled **SERVICE OF CREATING AN ANIMATED FILM CONCERNING THE RISERS PROJECT ZP/08/ZO/BO/2024** is the Institute for Ecology of Industrial Areas, based in Katowice, at 6 Kossuth Street; 40-844 KATOWICE (hereinafter: IETU);
- You may contact the Data Protection Officer at the following e-mail address: iodo@ietu.pl
- Your personal data will be processed on the basis of Article 6(1)(b) and (c) GDPR in order to conduct the proceedings and award the public contract entitled **SERVICE OF CREATING AN ANIMATED FILM OF THE RISERS PROJECT ZP/08/ZO/BO/2024**, conducted in the form of a request for proposals, the net value of which does not exceed the amount specified in Article 2, point. 1, item 1) of the PPL Act (Polish Journal of Laws of 2023, item 1605),
- the data provided by you may be made available to persons entitled under applicable law;
- Your personal data will be stored, for a period of 4 years from the date of completion of the proceedings, and if the duration of the contract exceeds 4 years, the storage period shall cover the entire duration of the contract;
- no automated decisions will be taken with regard to your personal data, in application of Article 22 of the GDPR;
- You have:
 - pursuant to Article 15 of the GDPR, the right to access personal data concerning you;
 - pursuant to Article 16 of the GDPR, the right to rectify your personal data; however, the exercise of the right to rectification shall not have the effect of altering the outcome of the procurement procedure public procurement procedure or to amend the provisions of the contract;
 - pursuant to Article 18 of the GDPR, the right to require the controller to restrict the processing of personal data, subject to the cases referred to in Article 18(2) of the GDPR (the right to restrict processing shall not apply in relation to storage, in order to ensure the exercise of legal remedies or to protect the rights of another natural or legal person, or for important grounds of public interest of the European Union or of a Member State);



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- *the right to lodge a complaint with the President of the Data Protection Authority if you consider that the processing of personal data concerning you violates the provisions of the GDPR;*
 - *you are not entitled to:*
 - *in relation to Article 17(3)(b), (d) or (e) of the GDPR, the right to erasure of personal data;*
 - *the right to the portability of personal data referred to in Article 20 of the GDPR;*
 - *pursuant to Article 21 of the GDPR, the right to object to the processing of your personal data, as the legal basis for the processing of your personal data is Article 6(1)(c) of the GDPR.*

OFERR	
Name and registered office of the Ordering Party	INSTITUTE FOR ECOLOGY OF INDUSTRIAL AREAS WITH HEADQUARTERS IN KATOWICE 6 Kossutha St., 40-844 Katowice
Name of the contract	SERVICE OF CREATING AN ANIMATED FILM CONCERNING THE RISERS PROJECT ZP/08/ZO/BO/2024
Name of the Contractor	
Contractor's address	
Contact person (name and surname)	
Phone, email	
REGON / Tax ID/ NCR	
Bank name and bank account number Contractor	
Company size ¹	<input type="checkbox"/> micro <input type="checkbox"/> small <input type="checkbox"/> average <input type="checkbox"/> big

¹ Cf. Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises. This information is required for statistical purposes only.

Micro-enterprise: an enterprise which **employs fewer than 10 persons** and whose annual turnover and/or annual balance sheet total **does not exceed EUR 2 million..**

Small enterprise: an enterprise which **employs fewer than 50 persons** and whose annual turnover and/or annual balance sheet total **does not exceed EUR 10 million..**

Medium-sized enterprises: enterprises which are not micro or small enterprises and which **employ fewer than 250 persons** and which have an annual turnover **not exceeding EUR 50 million** or an annual balance sheet total **not exceeding EUR 43 million..**



OFERR

1. I offer to perform the subject matter of the contract for a remuneration of:

Net price euro,
 in words..... . euro
 VAT (rate%) euro,
 In words..... . euro
 Gross priceeuro
 In words..... . euro

The aforementioned amount includes all costs to be incurred by the Contractor in connection with the performance of the subject of the contract;

2. Contract completion date: **(max. 10 weeks after signing the contract)**

1. I declare that the selection of the tender does / does not lead* to the creation of tax obligations for the Ordering Party. In connection with the fact that the selection of the offer leads to the creation of tax obligation of the contracting authority, I state:

No.	Name of the subject of the contract, the performance of which will lead to the creation of a tax obligation for the ordering party	Value of the subject of the contract excluding the amount of tax
1.		
(...)		

2. I undertake to perform the contract within the deadline indicated in the Request for Quotation.

3. I declare that:

- I am able, on the basis of the materials presented to me, to carry out the subject of the contract;
- I have obtained the necessary information for the proper performance of the contract,



- the above offer price includes all costs related to the execution of the subject matter of the contract;
 - produced within the last three years, and if the period of activity is shorter, within this period, produced at least 5 (five) animated promotional or informational films for research, development and innovation projects.
4. I declare that the time limit for being bound by this offer covers the period indicated in the Request for Quotation.
 5. I declare that I have acquainted myself with the content of the Request for Quotation along with the attachments, I fully accept all provisions and I undertake to execute the order in accordance with the requirements and provisions of the Request for Quotation, the attachments and provisions important for the parties, which will be introduced to the content of the concluded public order contract.
 6. I declare that I am not subject to exclusion from the proceedings pursuant to Article 7 (1) of the Act of 13 April 2022 on special solutions to counteract the support of aggression against Ukraine and to protect national security (Polish Journal of Laws of 2022, item 835).
 7. under the threat of criminal liability, I declare that all documents attached to the offer describe the factual and legal status as at the date of the opening of the offers (Article 297 of the Polish Criminal Code).
 8. I declare that:
 - I will do the job myself
 - or*
 - I envisage performing the task with the help of subcontractor(s) * if known at the stage of submitting the tender:

No.	Name and address of the Subcontractor	Scope outsourced to Subcontractor

9. I declare that I have complied with the information obligations provided for in Article 13 or Article 14 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016.



on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC, to the natural persons from whom I have directly or indirectly obtained personal data in order to compete for the award of the public contract in this procedure for: **THE SERVICE OF CREATING AN ANIMATED FILM CONCERNING THE RISERS PROJECT MARK ZP/08/ZO/BO/2024**

* Where the contractor does not provide personal data other than that directly concerning him or there is an exemption from the application of the information obligation pursuant to Article 13(4) or Article 14(5) RODO, the content of the declaration shall not be submitted by the contractor (deletion of the content of the declaration e.g. by deletion).

.....on,

.....

signature of the person authorised to represent the contractor

Attachments to the offer:

- 1.
- 2.

Contractor's objections:

The below-mentioned documents comprising the offer, which have been marked with the clause: "Information constituting a business secret within the meaning of Article 11(4) of the Act of 16 April 1993 on combating unfair competition (Polish Journal of Laws of 2021, item 1655)" and attached to the offer, may not be made available to other participants in the proceedings:

1.
2.



Attachment No. 2 to the request for quotation

**INSTITUTE FOR THE ECOLOGY
OF INDUSTRIAL AREAS
UL. KOSSUTHA 6, 40-844 KATOWICE**

Contractor:

.....

*(full name/company, address,
depending on the entity: Tax ID
(NIP/PESEL), NCR(KRS/CEiDG))*

represented by:

.....

*(name, surname,
position/legislative base)*

DECLARATION BY THE CONTRACTOR

For the purposes of the procedure for the award of a public contract entitled: **SERVICE OF CREATING AN ANIMATED FILM CONCERNING THE RISERS PROJECT ZP/08/ZO/BO/2024**, conducted by the **INSTITUTE FOR ECOLOGY OF INDUSTRIAL AREAS** in Katowice, 6 Kossuth Street, 40-844 Katowice, I declare as follows:

DECLARATIONS CONCERNING THE CONTRACTOR:

I declare that:

- 1.1. I am competent or authorised to pursue a specified professional activity;
- 1.2. I am in an economic and financial position to perform the contract;
- 1.3. I have the technical and/or professional capacity;
- 1.4. no liquidation or bankruptcy proceedings have been opened against me / I have been declared bankrupt, but after the declaration of bankruptcy an arrangement has been concluded with a



valid court decision which does not provide for the satisfaction of creditors by liquidation of the bankrupt's assets.²

A STATEMENT CONCERNING THE ENTITY WHOSE RESOURCES THE CONTRACTOR INVOKES:

I declare that the following entity/entities whose resources I invoke in the proceedings entitled: SERVICE OF CREATING AN ANIMATED FILM FOR THE RISERS PROJECT ZP/08/ZO/BO/2024, conducted by the INSTITUTE FOR ECOLOGY OF INDUSTRIAL AREAS in Katowice ul. Kossutha 6, 40-844 Katowice, i.e.:

(provide full name/company, address and, depending on the entity: TaxID (NIP/PESEL), NCR (KRS/CEiDG))

are not subject to exclusion from the contract award procedure pursuant to Article 7(1) of the Act of 13 April 2022 on special solutions to prevent support for aggression against Ukraine and to protect national security (Polish Journal of Laws of 2022, item 835).

DECLARATION CONCERNING A SUBCONTRACTOR OTHER THAN THE ENTITY WHOSE RESOURCES THE CONTRACTOR INVOKES:

I declare that the following subcontractor(s):

.....
(provide full name/company, address and, depending on the entity: TaxID (NIP/PESEL), NCR (KRS/CEiDG)),

are not subject to exclusion from the procurement procedure are not subject to exclusion from the proceedings pursuant to Article 7(1) of the Act of 13 April 2022 on special solutions to prevent support for aggression against Ukraine and to protect national security (Polish Journal of Laws of 2022, item 835).

OTHER DECLARATIONS:

² Delete if not applicable.



I declare that the above-mentioned documents are available in electronic form at the following internet addresses of databases accessible to the public free of charge:

.....
.....

NCR **CEIDG**

I declare that all information provided in the above declarations is up-to-date and consistent truthful and have been presented in full knowledge of the consequences of misleading the contracting authority when presenting the information.

....., ON,
town date

.....
the legible signature or signatures and the name
stamps of the person or persons authorised to
represent the contractor



Attachment 2a to the Request for Quotation

**INSTITUTE FOR THE
ECOLOGY OF INDUSTRIAL AREAS
6 KOSSUTH STREET, 40-844
KATOWICE**

Contractor:

.....

*(full name/company, address,
depending on the entity: Tax ID
(NIP/PESEL), NCR(KRS/CEiDG))*

represented by:

.....

*(name, surname,
position/legislative base)*

**DECLARATION BY THE CONTRACTOR
submitted prior to signature of the contract**

For the purpose of the procedure for the award of a public contract entitled: **THE SERVICE OF CREATING AN ANIMATED FILM OF THE RISERS PROJECT ZP/08/ZO/BO/2024** conducted by the **INSTITUTE FOR ECOLOGY OF INDUSTRIAL AREAS** in Katowice, 6 Kossuth Street, 40-844 Katowice, I declare as follows,

1. We hereby declare that we do not constitute:

- a) Russian citizens or natural or legal persons, entities or bodies based in in Russia;
- b) legal persons, entities or bodies in which more than 50 % of the ownership rights are directly or indirectly held by an entity referred to in point (a); or
- c) natural or legal persons, entities or bodies acting on behalf of or at the direction of an entity referred to in point (a) or (b),

2. We declare that we do not envisage performing the contract with the participation of:

Instytut Ekologii Terenów Uprzemysłowionych
ul. Kossutha 6
40-844 Katowice

instytut badawczy
KRS 0000058172
NIP 634-012-55-19

tel. 32 254 60 31
sekretariat 32 254 01 64
faks 32 254 17 17

ietu@ietu.pl
www.ietu.pl



Funded by the
European Union

RISERS

- a) Russian citizens or natural or legal persons, entities or bodies based in in Russia;
- b) legal persons, entities or bodies in which more than 50 % of the ownership rights are directly or indirectly held by an entity referred to in point (a); or
- c) natural or legal persons, entities or bodies acting on behalf of or under the direction of the entity referred to in points (a) or (b),
including subcontractors, suppliers or entities on whose capacities one relies within the meaning of the public procurement directives, where they account for more than 10% of the value of the contract.

....., On

town

date

.....
the legible signature or signatures and the name
stamps of the person or persons authorised to
represent the contractor



Attachment 3 to the Request for Quotation

AGREEMENT NO. ZP/08/ZO/BO/2024

of 2024

concluded in Katowice between:

Instytut Ekologii Terenów Uprzemysłowionych (Institute for Ecology of Industrial Areas)

- a research institute based in Katowice (40-844) at 6, Kossutha Street, entered into the register of entrepreneurs of the National Court Register kept by the District Court Katowice-Wschód, 8th Commercial Division - National Court Register in Katowice under KRS number 58172, using NIP number 634-012-55-19 and REGON number 271590804, represented by Dr. hab. Marta Pogrzeba, Professor of the Institute – Director of IETU, hereinafter referred to as: "IETU" or "Ordering Party", and

.....
represented by:, hereinafter referred to as the "Contractor".

§ 1

Subject of the Agreement

1. The Ordering Party orders and the Contractor undertakes to provide the service of creating a short, 3-minute animated film, based on a script, visually presenting and explaining the concept of the RISERS project, with voiceover in English **for the needs of the Institute for Ecology of Industrial Areas, 6 Kossutha Street, 40 844 Katowice.**
2. Detailed description of the Subject of the order:
The subject of the order in the Request for Quotation is the creation of a film for the information and promotional activities of the RISERS project ("A Roadmap for Industrial Symbiosis Standardisation for Efficient Resource Sharing").
 - 2.1. Under the Agreement, the Contractor shall prepare a detailed script for the production of a promotional film (for the RISERS project) with a minimum duration of 2 and a maximum



duration of 3 minutes. The produced film shall be used as promotional and informational material in the project.

2.2. The aim of the film is to raise awareness of the RISERS project and its purpose.

- 1) DIRECTION: introduction, problem/solution.
- 2) TONE: simple/informative.
- 3) CALL FOR ACTION: Get stakeholders interested in the project goal.
- 4) STYLE: 2D animation, stop motion animation, whiteboard animation.
- 5) SOUND: voice-over, if necessary: text overlay + background music

2.3. The detailed scope of the subject of the order includes

- 1) Pre-production:
 - a) Developing a script in consultation with the Ordering Party,
 - b) Selection of the narrator/voice-over actor
- 2) Production:
 - a) Purchase of film and graphic materials,
 - b) Film editing
 - c) Sound design
 - d) Colour scheme
 - e) Graphic design + animation
 - f) Music processing and purchasing copyrights to music
 - g) Production of titles and closing credits
 - h) Preparing files in a format suitable for broadcast on streaming platforms (e.g. YouTube, Vimeo), as well as in a format suitable for easy playback on PC and Mac computers (DVD, pen drive)
- 3) Minimum technical requirements
 - a) Film duration: minimum 2 minutes, maximum 3 minutes
 - b) Resolution - Full HD 1920x1080
 - c) Separate files in formats enabling publication on the Internet, social media (YouTube, Vimeo, LinkedIn, X) and in formats enabling playback on PC and Mac computers (DVD, USB memory).
 - d) Recording: AVCHD / MP4
 - e) Language: English
- 4) The Contractor shall provide the Ordering Party with all the film elements necessary to modify the film (master video file, all source files, the entire project [Collect]), background sound file, voice-over, editable file with a synchronised text overlay.



- 5) Under the Agreement, the Contractor undertakes to:
 - a) Develop a film script in cooperation with the Ordering Party
 - b) Select the voice-over actor in cooperation with the Ordering Party
 - c) Ensure full production of films (editing, sound, colour scheme, graphic design + animation, music and acquisition of copyrights to music, preparation of opening and closing credits).
 - d) Transfer of copyrights and related rights to films in all fields of exploitation and obtaining the consent of the voice-over actor who will take part in the production for their distribution,
- 6) Information that must appear at the end of the film in a written form with required logos:
 - a) Project logo
 - b) Project website address
 - c) Logos of the project partners
 - d) Information about the financing of the project from EU funds by placing a logo with the European Union flag and the inscription "Financed by the European Union" in accordance with the principles of the Horizon Europe programme.

§ 2

Performance of the Agreement

1. Persons authorised to act during the performance of the Subject of the Agreement are:
 - a) on the part of the Ordering Party:
..... tel.:
 - e-mail:
 - b) on the part of the Contractor:
..... tel.:
 - e-mail:
 - tel.:
 - e-mail:
2. In the event of a change of the person referred to in Clause 1 the Party shall be obliged to immediately notify about this fact in writing, with the notification being sent in an electronic form.



3. The Contractor shall submit the film script and illustration designs to the Ordering Party for approval **within 3 weeks** of signing the Agreement.
4. The Ordering Party will accept the material or raise objections to it, by e-mail, **within 3 working days** of receiving it.
5. If there are no objections, the Ordering Party will accept the revised film script and illustration designs by signing a partial delivery and acceptance protocol, drawn up in writing and signed by representatives of both parties without comment. The signed delivery and acceptance protocol will be the basis for payment of 40% of the remuneration specified in § 4 Clause 1.
6. The Contractor shall submit the created material to the Ordering Party for approval in electronic form (by e-mail, electronic carrier) no later than **5 working days before the end of the deadline resulting from the submitted request for quotation**.
7. The Ordering Party shall accept the material or raise objections to it by e-mail within 3 business days from the date of its receipt.
8. The Subject of the Agreement, verified for its completeness, shall be collected by authorised representatives of the Ordering Party.
9. The basis for the performance of the Agreement shall be the final delivery and acceptance protocol prepared in writing, signed by representatives of both parties.
10. If comments are submitted on the Subject of the Agreement, the Contractor shall be obliged to take them into account and present the amended Subject of the Agreement to the Ordering Party for approval within 3 business days.
11. Film production shall be carried out using audiovisual equipment enabling the achievement of the best artistic, lighting and technical effects. Under the agreed remuneration the Contractor shall provide: installation, professional lighting, sound, special effects, graphic design, transport of equipment and travel to the shooting location on his/her own, media, and digitalisation of the material.
12. The Contractor shall be obliged to cover all related civil and legal obligations using materials that will be used in the film. The Contractor shall provide the Ordering Party with a declaration of acquiring the rights to use the musical fragment(s) to produce the materials that are the Subject of this Agreement.

§ 3

Term of the contract

1. The Subject of the Agreement shall be performed within (will be completed in accordance with the submitted tender - max. required up to 10 - weeks after signing the contract).



2. The Subject of the Agreement shall be performed according to the provisions specified in the Agreement.

§ 4

Remuneration and payment terms

1. For the performance of the Agreement, including the transfer of economic copyrights, the Contractor shall be entitled to remuneration in the amount of:
- Net price: EUR (in words: EUR, 00/100),
 VAT % in the amount of EUR (in words: EUR, 00/100),
 Gross price: EUR (in words: EUR, 00/100)
2. The remuneration referred to in Clause 1, shall be payable in two parts in the following amounts:
- a) **40%** - upon approval of the film script and illustration designs, confirmed by the delivery and acceptance protocol signed by authorised representatives of both parties and constituting an attachment to the partial invoice:
- Net price: EUR (in words: EUR, 00/100),
 VAT % in the amount of EUR (in words: EUR, 00/100),
 Gross price: EUR (in words: EUR, 00/100)
- b) **60%** - after the performance of the Subject of the Agreement, confirmed by the delivery and acceptance protocol signed by authorised representatives of both parties, which shall be an attachment to the final invoice.
- Net price: EUR (in words: EUR, 00/100), VAT % in the amount of EUR (in words: EUR, 00/100),
 Gross price: EUR (in words: EUR, 00/100)
3. The Ordering Party shall pay the Contractor's remuneration for the completion of the entire subject of the order on the basis of the VAT invoice and the attached delivery and acceptance protocol without any comments, **within 30 days from the date of delivery** of the correctly issued invoice.



4. In the event of late payment, the Contractor shall be entitled to statutory interest for delay in commercial transactions.
5. The Contractor shall include the number of the Agreement on the invoice.
6. The Ordering Party shall authorise the Contractor to issue VAT invoices without his/her signature.

§ 5

Contractor's declarations

1. The Contractor shall undertake to use the graphic and text materials received from the Ordering Party only for purposes related to the performance of this Agreement.
2. The Contractor shall undertake to use - on all materials produced during the performance of the Subject of the Agreement - graphic signs and marking methods consistent with the guidelines received from the Ordering Party which are in force on the date of conclusion of the Agreement.
3. The Contractor shall undertake to timely deliver the completed Subject of the Agreement in the form required by the Ordering Party.
4. The Contractor shall be obliged to maintain confidentiality regarding the information provided by the Ordering Party. "Confidential Information" shall be understood as all information regarding the Party, provided or disclosed to the other Party before or after signing the Agreement, regardless of the form of its recording or method of transfer, but in each case in connection with the activities of the Parties to this Agreement, by the Parties or by their partners, advisors, employees, members of bodies, contractors, legal advisors, entities related to them or controlled by them or other entities connected with them, contractually or in any other way, except the information expressly marked by the disclosing Party as not being confidential.
5. The Contractor shall not transfer the receivables arising from this Agreement to another entity without the consent of the Ordering Party expressed in writing.

§ 6

Copyrights and licenses

1. The Contractor declares that they are the producer of the films constituting the Subject of this Agreement, within the meaning of the Act of 4 February 1994 on Copyright and Related Rights, to which the legal presumptions indicated in the above Act apply.



2. The Contractor declares that the Subject of the Agreement shall be the result of their original creation and shall not infringe the rights of third parties, in particular copyrights and personal rights, and that the moral and economic copyrights to the Subject of the Agreement shall not be limited by any third party rights. The Contractor further declares that the Subject of the Agreement has not been publicly distributed or made available through any means of communication or dissemination.
3. The Contractor transfers to the Ordering Party, as part of the remuneration specified in § 4 Clause 1 of this Agreement, all author's copyrights to the films created under this Agreement and to the works composing them (in particular graphic materials, the script), hereinafter referred to as works, in the following fields of exploitation:
 - 1) recording of the work without any quantitative limitations, by any technique, including printing, digital, reprographic, electronic, photographic, optical, laser, by magnetic recording, on any carrier, including electronic, optical, magnetic media, floppy disks, CD-ROMs, DVDs, DAT magnetic tapes, paper and distribution of their copies,
 - 2) multiplication of the work without any quantitative limitations, in any possible technique, including printing, reprography, digital, electronic, laser, photographic, through magnetic, optical recording, on any medium, including electronic, optical, magnetic media, floppy disks, CD-ROMs, DVDs, paper, within the on-line system,
 - 3) introduction of the work into computer memory and multimedia networks, including the Internet, intranet-type internal networks, without any quantitative restrictions, as well as transmission of the work within the aforementioned networks, including online,
 - 4) distribution of the work, including its marketing, especially within the framework of electronic products, on magnetic, digital, optical, electronic media, also in the form of CD-ROMs, floppy disks, DVDs, within multimedia networks, including internal networks (e.g., Intranet), and the Internet, in an online system, through communication on demand, by means of lending the work
 - 5) lending, leasing, renting, or exchanging media on which the work has been recorded, reproduced and multiplied in accordance with Item 1) and 2) of this Clause, using any technique of making the work available, in particular those specified in Item 3) and 4) of this Clause,
 - 6) public screening, including in cinemas, on large-format screens and any projection screens, playing and broadcasting the work by means of vision (wired or wireless) by a terrestrial station and via satellite,
 - 7) playing and displaying the work,
 - 8) making the work available to the public in such a way that everyone can have access to it in a place and time of their choice,



- 9) using the work and its fragments for informational, promotional, and marketing purposes,
 - 10) making, or commissioning third parties to make, adaptations of the work, including its abridgements and summaries, and using and disposing of such adaptations, making cuts and editing,
 - 11) granting permissions for the disposal and use of the work, including permissions for its adaptation and translation,
 - 12) exercising and allowing to exercise derivative copyrights,
 - 13) combining the whole work or its fragments with other training materials or other documents and performing translation,
 - 14) modifying the entire work and its individual fragments, including the right to make corrections, adaptations and changes,
 - 15) combining the work and its fragments with other films,
 - 16) using and distributing individual frames of films in all printed materials, including commemorative and promotional materials.
4. The Contractor undertakes to conclude appropriate agreements to transfer economic copyrights with all persons who make a creative contribution, within the meaning of copyright law, to the film and multimedia produced. The agreements should cover the scope indicated in Clause 2 of this paragraph.
 5. The Contractor undertakes that, in performing the Subject of the Agreement, they will not infringe the economic rights of third parties and will hand over the works in a state free of any encumbrances by third party rights.
 6. The Contractor undertakes to assume any claims of third parties against the Ordering Party, within the scope of liability indicated above, in particular claims for infringement of third party economic copyrights.
 7. The Contractor shall not, without the written consent of the Ordering Party, in any way, use, distribute, or make available to third parties information or materials obtained (created) during the performance of this Agreement.
 8. The Contractor authorises the Ordering Party to exercise, on their behalf, and on behalf of other authors of works included in the Subject of the Agreement, moral copyrights as referred to in the Act on Copyright and Related Rights (Article 16), in particular to:
 1. decide on the method of marking the work with the author's surname or pseudonym, if any,
 2. decide on the inviolability of the content and form of the work,
 3. decide on the first presentation of the work to the public,
 4. decide on the supervision of the use of the work,



5. decide on maintaining the integrity of the work.

9. The Contractor undertakes to obtain authorisations from the other authors of works included in the Subject of the Agreement for the Ordering Party to exercise moral copyrights on their behalf to the extent indicated in Clause 7.
10. The Ordering Party shall not be liable for any claims for infringement of the economic and moral copyrights of third parties if during or as a result of the performance of the Agreement, such infringement occurs.
11. In the event that third parties make claims against the Ordering Party due to infringement of intellectual property rights, including economic or moral copyrights, the Contractor shall take all necessary steps to defend against such claims, and in the event that, as a result of such claims the Ordering Party or third parties to whom the Ordering Party has granted rights to use the Works, must cease to use the Works in whole or in part or will be required by a final judgment of the court to pay damages or compensation for any reason to third parties, the Contractor shall remedy all damages resulting from claims of third parties, including reimbursing costs and expenses incurred in connection with such claims.
12. The Ordering Party shall immediately notify the Contractor of any claims for infringement of intellectual property rights against the Ordering Party in respect of the Works covered by the Agreement.
13. In the event that a new field of exploitation unknown at the time of the conclusion of the Agreement should arise in the course of the performance of the Agreement, the Contractor undertakes, within the framework of the remuneration provided for in the Agreement, to respectively transfer the economic copyrights to the Ordering Party or to grant a licence to the Ordering Party under the conditions provided for in the Agreement, upon their first request.

§ 7

Contractual penalties and damages

1. In the event of non-performance or improper performance of the Agreement, the Ordering Party may:
 - a) within 30 days of becoming aware of the grounds for withdrawal, withdraw from the Agreement and demand payment of a contractual penalty amounting to 20% of the total gross remuneration specified in **§ 4 Clause 1**, after first calling upon the Contractor to perform the Subject of the Agreement within the time limit specified by the Ordering Party



- b) demand payment of a contractual penalty amounting to 0.5% of the total gross remuneration specified in **§ 4 Clause 1** for each day of delay in the event of failure to meet the deadline specified in **§ 3 Clause 1**,
 - c) demand payment of a contractual penalty in the amount of 0.5% of the total gross remuneration specified in **§ 4 Clause 1** for each day of delay in case of correcting or completing the Subject of the Agreement,
 - d) demand payment of a contractual penalty in the amount of 0.5% of the total gross remuneration specified in **§ 4 Clause 1** for each day of delay in case of failure to meet the deadline specified in **§ 2 Clauses 3 and 6**.
2. In the event that the Contractor's damage exceeds the contractual penalty charged, the Ordering Party shall be entitled to claim additional compensation on general terms.
 3. In the event of withdrawal from the Agreement by the Ordering Party, the Ordering Party may commission a third party to perform the Agreement without the need to obtain the court approval, and charge the difference in the price of the substitute performance to the Contractor.

§ 8

Personal data

1. The Contractor agrees to the processing of their personal data for the purposes necessary for the cooperation process in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
2. If personal data is processed in the course of the performance of this Agreement, the Parties shall conclude a separate agreement.

§ 9

Final provisions

1. **NOTE: The Agreement has been drawn up in two language versions: Polish and English. In the event of any doubt as to interpretation or discrepancy between the content of the Agreement in the two language versions, the version drawn up in the Polish language shall prevail and be binding.**



2. Any changes to the essential provisions of the concluded Agreement related to the content of the offer based on which the Contractor was selected shall be made in writing, in the form of an annex, effective after signing by both Parties.
3. In matters not settled by this Agreement, the provisions of the Civil Code shall apply.
4. In the event of any disputes arising under the Agreement, the parties shall undertake to do their best to reach a compromise.
5. Should the Parties not be able to reach an agreement, the dispute shall be settled by the Common Court competent for the registered office of the Ordering Party.
6. The Agreement was drawn up in two identical copies, one for each Party.
7. The following attachments shall constitute an integral part of the Agreement:
 - 7.1. Contractor's Offer - Attachment No. 1

CONTRACTOR

ORDERING PARTY

Instytut Ekologii Terenów Uprzemysłowionych
ul. Kossutha 6
40-844 Katowice

instytut badawczy
KRS 0000058172
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