**REQUEST FOR BIDS**

**regarding: provision of urine and blood doping control services during the 2023 European Games - Kraków, Małopolska**

The Polish Anti-Doping Agency, as the entity responsible for organising and conducting doping controls during the 2023 European Games (the Games), hereby invites bids pursuant to Article 5 of the *Act of 2 December 2021 on support for the preparations of the Third European Games 2023* (consolidated text: Dz. U. [Journal of Laws] of 2022, item 1550, 2666).

Description of the Contract

The Contract is for the provision of urine and blood doping control services in accordance with the procedure and principles set out by the Polish Anti-Doping Agency and the International Testing Agency (ITA) and with account taken of the regulations of the World Anti-Doping Agency (WADA) and the internal regulations of the Polish Anti-Doping Agency, in particular the Polish Anti-Doping Rules.

The Polish Anti-Doping Agency shall independently determine the place and time of conducting doping controls as well as the number of tests to be conducted, and shall inform the Contractor thereof in writing by means of a written Testing Order. The Order shall be delivered to the Contractor in person or by means of a Doping Control Form on IT equipment owned by the Polish Anti-Doping Agency, via the DCO Central application or another IT platform approved by the Polish Anti-Doping Agency. It is permissible for the form to be sent to the e-mail address indicated for communication purposes.

The Doping Control Officers will be obligated to carry out in-competition and out-of-competition doping controls at the places designated by the Polish Anti-Doping Agency. The Polish Anti-Doping Agency shall independently designate the locations of the doping control teams and shall not allow for another location to be chosen for the doping control officers to carry out the testing programme. The designated locations shall include in particular:

* Bielsko Biała;
* Chorzów;
* Kraków;
* Oświęcim;
* Nowy Sącz;
* Nowy Targ;
* Rzeszów;
* Tarnów;
* Wrocław;
* Zakopane.

The Polish Anti-Doping Agency shall provide accommodation and meals, and cover air and local travel costs for doping control officers qualified to participate in the task.

The Contracting Authority is obligated to carry out doping controls pursuant to applicable national and international regulations, including specifically:

* the *Act of 21 April 2017 on Combating Doping in Sport*
* The World Anti-Doping Code
* The International Standard for Testing and Investigations of the World Anti-Doping Agency;
* Regulations of the International Testing Agency (ITA)
* the relevant WADA guidelines
* the Statutes of the Polish Anti-Doping Agency
* the Regulations of the Polish Anti-Doping Agency
* the guidelines of the Polish Anti-Doping Agency
* the guidelines of the International Testing Agency (ITA)

**Only persons holding current IDCO (International Doping Control Officer) certificates issued by the International Testing Agency (ITA) are eligible to submit bids.**

**The Polish Anti-Doping Agency reserves the right to verify the certification with the issuing institution, i.e. the International Testing Agency (ITA). In case of negative verification, the bid will be rejected as not meeting the criteria for participation in the bidding procedure.**

**The Polish Anti-Doping Agency will select a maximum of 45 doping control officers meeting the eligibility requirements.**

Any questions regarding the bidding procedure should be addressed to:

Polska Agencja Antydopingowa

ul. Fabryczna 5a

00-446 Warszawa

or to the following email address: [biuro@antydoping.pl](mailto:biuro@antydoping.pl)

Tender evaluation criteria

Price 100%

The bids, as set out in Annex 1, should be submitted in the form of a scanned signed document to the following e-mail address: [biuro@antydoping.pl](mailto:biuro@antydoping.pl)

Template Contract is attached as Annex 2 to this Request for Bids.

[TEMPLATE]

**Bid form**

To:

Polska Agencja Antydopingowa

ul. Fabryczna 5a

00-446 Warszawa

With regard to the *Request for bids* for the provision of urine and blood doping control services during the European Games 2023

I/we the undersigned:

acting on behalf of and for the benefit of:

*(name (company name) and precise address of the Contractor(s); if the bid is submitted by entities acting jointly, please provide names (company names) and precise addresses of all the entities submitting the joint bid)*

1. **WE HEREBY DECLARE**, that we hold an IDCO certificate issued by International Testing Agency (ITA), valid until: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(to be filled in only by contractors submitting a joint bid)*

1. **WE HEREBY BID** to perform the Contract as per the Description of the Contract.
2. **WE PROPOSE** to perform the Contract **at the gross price of**: \_\_\_\_\_\_\_\_\_\_PLN (say \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Polish zloty), per day of doping control

4. **ANY CORRESPONDENCE** regarding the bidding procedure should be directed to:

Name and surname ……………………………….

Address: ………………………………………….

Telephone: ………………………………………..

e-mail: …………………………………..

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_ \_\_ 2023

(Contractor signature)

**[TEMPLATE]**

**CONTRACT FOR THE PROVISION OF URINE AND BLOOD DOPING CONTROL SERVICES**

concluded on …. 2023 in Warsaw by and between:

**Polish Anti-Doping Agency** with its registered office in Warsaw (00-446), ul. Fabryczna 5a, NIP: 526-21-65-906, REGON: 367498955, represented by Michał Rynkowski, Director, hereinafter referred to as the **“Contracting Authority”**

and

**…** street … , ID number: … , PESEL: … , hereinafter referred to as the **“Contractor”**,

with each individually hereinafter referred to as a **“Party”** and jointly hereinafter referred to as **“Parties”.**

concluded pursuant to Article 5(1) of the *Act of 2 December 2021 on support for the preparations of the Third European Games 2023* (consolidated text: Journal of Laws of 2022, item 1550)

**Article 1.**

**DESCRIPTION OF THE CONTRACT**

1. Pursuant to this Contract, the Contracting Authority commissions the Contractor to carry out doping control services during the Third European Games ("EG") which are to be held in Poland from 21 June to 2 July 2023. Carrying out doping control services shall be understood as collection of urine and blood samples from the athletes as part of the Sample Collection Session (within the meaning of the ISTI - as defined below), as well as appropriate storage and security of the collected samples and Sample Collection Session documents until they are handed over to the Contracting Authority.
2. The Contracting Authority shall specify the location (including all locations where EG competitions are to be held) and time of the doping controls, as well as the number of tests to be carried out (i.e. the number of athletes subject to doping control and the type(s) of samples to be collected from each athlete) in writing, in the Testing Order. The Order shall be delivered to the Contractor in person or electronically via the Contractor's electronic administration system or to the Contractor's email address. It is acceptable for the Doping Control Form to be delivered on computer equipment owned by the Contracting Authority via the DCO Central or another application approved by the Contracting Authority.
3. The Contractor shall carry out the doping controls in compliance with applicable national and international regulations, i.e.: the *Act of 21 April 2017 on Combating Doping in Sport* (consolidated text: Journal of Laws of 2021, item 2153), the regulations of the World Anti-Doping Agency (WADA), including WADA's international standards, in particular the World Anti-Doping Agency's International Standard for Testing and Investigations ("ISTI"), relevant WADA guidelines, internal rules and regulations of the Polish Anti-Doping Agency, in particular POLADA's Polish Anti-Doping Rules and the Contracting Authority's guidelines.

**Article 2.**

**RIGHTS OF THE CONTRACTING AUTHORITY**

1. The Contracting Authority shall have the right to carry out a follow-up audit within the framework of the ISO 9001:2015 quality management system, or an audit to verify compliance with the regulations of the World Anti-Doping Agency as well as the regulations, rules, and guidelines of the Contracting Authority, during the Contractor's performance of the Contract.
2. The Contracting Authority shall be entitled at any time to inspect the correctness of Contract performance by the Contractor. As part of the inspection, the Contracting Authority may request the Contractor to provide oral or written explanations and supervise performance of the doping control.

**Article 3.**

**RIGHTS AND OBLIGATIONS OF THE CONTRACTOR**

1. The Contractor accepts the scope of the Contract and undertakes to exercising due diligence in its performance. The Contractor shall, prior to 21 June 2023, provide the Contracting Authority with information on his/her availability during the EG, i.e. he/she shall indicate on which days during the EG he/she will be available to carry out doping control services. The communication of availability does not imply that the Contracting Authority would provide the Contractor with doping control tests to be carried out on every one of the declared days.
2. The Contractor warrants that he/she holds a valid doping control officer accreditation/certification from his/her National Anti-Doping Organisation and from the International Testing Agency ("ITA").
3. The Contractor may not entrust performance of the Contract to another person on the basis of any civil law relationship.
4. The Contractor acts on behalf of and under the authority of the Contracting Authority.
5. All and any damages arising out of and in connection with the doping control process, relating to damage caused to persons participating in or preparing for athletic competition, or damage resulting from the improper performance of the Contract, shall be borne by the Contractor.
6. The Contractor shall not be liable for conducting doping control improperly if this has resulted from a force majeure event as defined in Article 10.

**Article 4.**

**ETHICS**

1. In the performance of this Contract, as well as in other circumstances, the Contracting Authority is obligated to maintain the highest ethical standards and to behave with dignity appropriate for the performed function.
2. The Contractor shall refrain from expressing views concerning the Contracting Authority, anti-doping rules and procedures, persons subjected to or participating in doping control, or any other facts that could jeopardise the reputation of the Contracting Authority or otherwise undermine the credibility of the Contracting Authority and the Contractor.
3. In connection with the performance of the Contract, the Contractor undertakes to:
   1. refrain from making public statements contradictory to the interests of the Contracting Authority;
   2. refrain from commenting on internet portals, electronic messaging systems, or in any other manner, as well as in the mass media, on the decisions of public administration bodies and institutions working in the field of combating doping in sport, in particular WADA, ITA, POLADA;
   3. refrain from behaviour that is unbecoming of a doping control officer, in particular such behaviour as may offend moral decency and reputation of third parties;
   4. refrain from expressing opinions regarding the operation of the anti-doping system or commenting on current events concerning doping in sport;
   5. refrain from having conversations of a private nature with athletes subject to doping control;
   6. perform their activities in a manner that ensures equal treatment of athletes subject to doping control;
   7. refrain from accepting or expecting to receive any gifts or gadgets (including services or personal benefits) - regardless of their value - during the doping control (in particular from athletes, their support staff, sports associations, international federations, etc.); this prohibition also applies to taking photographs with any athletes (including those not subject to doping control) during the doping control.

**Article 5.**

**CONFIDENTIALITY**

1. Throughout the term of this Contract and indefinitely after its termination or expiry, the Contractor agrees not to disseminate, disclose, or use for any purpose other than the performance of the Contract, the Contracting Authority's confidential information.
2. "Confidential information" is understood to mean all and any information obtained by the Contractor in connection with performance of this Contract, excluding information that is publicly available. The Contractor also undertakes to comply with the confidentiality requirements prescribed by separate regulations.
3. "Confidential Information" is understood to mean all and any data and information obtained on the occasion of, or in connection with, performance of this Contract, in particular those pertaining to doping control at the EG, the number of such control sessions, the athletes controlled, as well as the number and types of samples taken.
4. The Contractor agrees to, in particular:
   1. treat Confidential Information in accordance with its nature and protect it with at least the same degree of due care as he or she applies to protect his or her own information of this type;
   2. use any Confidential Information obtained in the course of Contract performance for such purposes and to such extent as the Parties may mutually determine is necessary for the performance of the Contract and Doping Control;
   3. refrain from copying or otherwise reproducing Confidential Information in such extent as is not necessary for performance of the Contract;
   4. provide Confidential Information only to authorised employees, subcontractors or other persons providing services to the Contracting Authority,
   5. immediately inform the Contracting Authority about the necessity to disclose Confidential Information as required by law, (e.g., an administrative decision, court ruling or other act of a state authority/body) and take the measures permitted by law to maintain the confidentiality of the Confidential Information once it is disclosed to an entity authorised by law (e.g., request an exemption from public disclosure).
5. Should the Contractor violate the provisions of this paragraph, the Contractor shall pay the Contracting Authority a contractual penalty of PLN 400 for each identified case of violation.
6. Regardless of the obligation to pay the contractual penalty, the Contracting Authority shall be entitled to claim compensation from the Contractor for any damages exceeding the contractual penalty.

**Article 6.**

**PERSONAL DATA PROCESSING**

1. The Contracting Authority is the personal data controller within the meaning of the 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, hereinafter referred to as the "Regulation" or "GDPR".
2. The Contracting Authority entrusts to the Contractor activities related to processing of personal data – provided to him/her pursuant to Article 28 of the Regulation referred to in par. 1 - strictly to the extent and for the purpose of carrying out the provisions of this Contract, as specified in Article 1 of the Contract.
3. The Contracting Authority entrusts the Contractor with processing personal data to the extent specified in this Contract.
4. The Contractor shall process personal data, entrusted under this Contract, in particular:
   * 1. Name and surname of the athlete,
     2. Address of residence,
     3. Type and number of identity document,
     4. Email address and telephone number,
     5. Information on medical conditions and dietary supplements and medications used.
5. The personal data entrusted by the Contracting Authority shall be processed by the Contractor solely for the purpose of carrying out the Contract.
6. The Contractor undertakes, when processing the entrusted personal data, to secure them by adopting such technical and organisational measures as meet the requirements of the personal data protection regulations.
7. When processing personal data, the Contractor undertakes to secure the data by applying appropriate technical and organisational measures that ensure an adequate degree of security corresponding to the risks involved in processing personal data.
8. The Contractor undertakes to exercising due diligence in processing the entrusted personal data.
9. In performing the personal data processing service, the Contractor undertakes to exercise due diligence in the collection and processing of personal data, in accordance with the provisions of the Regulation. In particular, the Contractor undertakes to:
   * + 1. ensure that persons authorised to process personal data undertake an obligation of secrecy or are subject to an appropriate statutory obligation of secrecy;
       2. take all the security measures required under the Regulation;
       3. not use the services of another personal data processing entity without the written consent of the Contracting Authority;
       4. given the nature of the processing, ensure that the Contracting Authority is able, through appropriate technical and organisational measures, to comply with the obligation to respond to the data subject's requests for the exercise of the data subject's rights, in particular the information obligation, the right to be forgotten, the restriction of processing and the other rights set out in Chapter III of the Regulation;
       5. given the nature of the processing and the available information, enable the Contracting Authority to comply with the obligations imposed on the personal data controller, in particular with regard to assessing legal consequences of the processing;
       6. upon discontinuation of services involving personal data processing, at the choice of the Contracting Authority, delete or return to the Contracting Authority all personal data and delete all existing copies thereof, unless retention of personal data is required by EU or Member State law;
       7. provide the Contracting Authority with all information necessary to demonstrate compliance with the obligations set out in the Regulation and shall allow and contribute to audits, including inspections, by the Contracting Authority or an auditor authorised by the Contracting Authority.
10. Upon discovery of a personal data security breach, the Contractor shall immediately report it to the Contracting Authority within 24 hours.
11. The Contractor undertakes to:
    1. maintain confidentiality of the personal data entrusted for processing both during the term of the Contract and after its termination or expiry;
    2. only allow persons authorised by the Contractor to process personal data;
    3. not transfer the entrusted personal data to a subcontractor unless he/she obtains the written consent of the Contracting Authority;
    4. process personal data within the European Economic Area after obtaining prior written consent from the Contracting Authority.
12. The Contracting Authority shall have the right to inspect whether the measures applied by the Contractor in processing and securing the entrusted personal data comply with the provisions of the Contract.
13. The Contracting Authority shall exercise the right of inspection during the Contractor's working hours.
14. The Contractor undertakes to remedy any shortcomings identified during the inspection within a period indicated by the Contracting Authority, not exceeding 5 days.
15. The Contractor shall provide the Contracting Authority with all information necessary to demonstrate compliance with the obligations set out in the data protection legislation.
16. The Contractor may entrust the personal data covered by this Contract to Subcontractors for further processing, solely for the purpose of performing the Contract, after obtaining the consent of the Contracting Authority.
17. The Subcontractor referred to in par. 16 shall comply with the same guarantees and obligations as those imposed on the Contractor under this Contract.
18. The Contractor shall be fully liable to the Contracting Authority for failing to comply with the Subcontractor's data protection obligations.
19. The Contractor shall be liable for data disclosure or use in contravention of the Contract, and in particular for making the data entrusted for processing available to unauthorised persons.
20. The Contractor undertakes to keep a written register of all categories of processing activities carried out on behalf of the Contracting Authority, including the following information:
    1. the name and contact details of the Contractor and the Contracting Authority on whose behalf the Contractor is acting
    2. categories of processing carried out on behalf of the Contracting Authority;
    3. if necessary to comply with an obligation imposed by generally applicable law, information about any transfer of personal data to a third country or international organisation, including the name of that third country or international organisation, and documentation of appropriate safeguards;
    4. a general description of technical and organisational security measures referred to in the Regulation.
21. The Contractor agrees to cooperate in the performance of inspections by the competent public administration authorities and other authorised state bodies, in particular by providing records as well as all and any documentation related to the security of personal data processing, ensuring unhindered access to the premises and equipment used for personal data processing and providing any necessary explanations and statements.
22. The Contractor undertakes to immediately inform the Contracting Authority of any proceedings, in particular administrative or judicial proceedings, concerning the Contractor's processing of the personal data specified in the Contract, of any administrative decision or ruling concerning the processing of such data addressed to the Contractor, as well as of any planned, if known, or ongoing audits and inspections concerning the Contractor's processing of such personal data, in particular carried out by inspectors authorised by the authority supervising personal data protection.
23. The Contractor's staff and Subcontractors shall provide services related to personal data processing in compliance with generally applicable data protection legislation.
24. The Contractor shall be liable for disclosure or use of personal data in a manner inconsistent with the Contract, and in particular for divulging personal data entrusted for processing to unauthorised persons. Any costs and claims arising from this shall be borne by the Contractor.

**Article 7.**

**TERM OF THE CONTRACT**

The Contract shall remain valid for the period from … June 2023 until … 2023.

**Article 8.**

**REMUNERATION**

1. The Contractor’s remuneration shall be calculated in the following manner:
   1. PLN 275 gross (say: two hundred and seventy five Polish zlotys) for a day of travel to a doping control during which urine or blood samples are scheduled to be taken.
   2. 375 PLN gross (say: three hundred and seventy-five Polish zlotys) for a day on which during the doping control there was no more than 1.5 controlled athletes per 1 Doping Control Officer.
   3. PLN 475 gross (say: four hundred and seventy-five Polish zlotys) for a day when during doping control there was more than 1.5 controlled athletes per 1 Doping Control Officer.
   4. PLN 100 gross (say: one hundred Polish zlotys) of additional remuneration for a day when a doping control involving blood sample collection was carried out.
2. The remuneration will be paid to the Contractor within 14 days following completion of the ordered doping control, including submission by the Contractor of complete and properly drawn up doping control documentation, on the basis of a properly issued bill or VAT invoice, however no earlier than on 17 July 2023.
3. The doping control documentation referred to in the paragraph above shall consist of the Athlete Notification Form, the Doping Control Form, the Doping Control Supplementary Report Form, Athlete Biological Passport Supplementary Report Form (if the testing order included blood testing for the needs of Biological Passport), the Lead Doping Control Officer Report Form, the Unsuccessful Attempt Report Form (if there was an unsuccessful attempt at carrying out doping control) as well as any other documents required by WADA regulations.
4. The Contracting Authority is entitled to request that an additional Supplementary Report From is prepared and submitted, describing the course of the doping control or selected elements thereof, as indicated by the Contracting Authority. In such case, the 14-day period for payment of the remuneration referred to in paragraph 2 above shall be counted from the date of delivery of the additional Supplementary Report Form to the Contracting Authority.
5. The remuneration shall be transferred to the Contractor’s bank account No. ………………………………………………………………….
6. The documents referred to in paragraphs 2-4 above shall be received by the relevant employee of the Contracting Authority.

**Article 9.**

**TRAVEL, ACCOMMODATIONS, MEALS**

1. The Contracting Authority shall only pay the following expenses in connection with the execution of this Contract:
   1. cost of airline tickets related to the Contractor's travel to Poland for the purpose of performance of this Contract and return after performance of the Contract (economy class tickets),
   2. cost of accommodation during the EG (this shall only apply to days that the Contractor has declared as being available to the Contracting Authority in accordance with Article 3 (1) above). Accommodation shall be selected by the Contracting Authority through the LOC (Local Organising Committee of the EG).
2. Furthermore, during the EG, the Contracting Authority shall provide the Contractor with free of charge food in the form of … (this shall only apply to days that the Contractor has declared as being available to the Contracting Authority in accordance with Article 3 (1) above).

**Article 10.**

**FORCE MAJEURE**

1. Neither Party shall be liable for non-performance or improper performance of its obligations under the Contract if such non-performance or improper performance is a consequence of force majeure understood as an objective, external, unforeseeable, unexpected event, the consequences of which cannot be foreseen and/or prevented and which makes it impossible for a Party to perform its obligations under the Contract, in particular: war, flood, hurricane, intentional acts of third parties which make it impossible or difficult to perform the doping control.
2. The Parties agree to notify each other in writing of the occurrence of force majeure no later than on the date of the occurrence of the circumstances referred to in paragraph 1, or else the force majeure shall not be recognised as a circumstance excluding the Party's liability.
3. If the Parties fail to agree in good faith on the occurrence of force majeure, the burden of proof for the occurrence of force majeure shall rest with the Party deriving legal consequences from this circumstance.

**Article 11.**

**TERMINATION OF THE CONTRACT**

1. Either Party may terminate the Contract, at any time during its term, with immediate effect. Termination must be given in writing to be valid.

**Article 12.**

**FINAL PROVISIONS**

1. In matters not regulated by this Contract, provisions of the *Civil Code Act* of 23 April 1964 (consolidated text : Journal of Laws of 2020, item 1740) shall apply.
2. Any disputes that may arise between the Parties in the performance of the Contract or in connection therewith shall, if it is not possible to settle them amicably, be settled by the common court having jurisdiction over the Contracting Authority's registered office.
3. The Contract has been drawn up in three counterparts, two for the Contracting Authority and one for the Contractor.
4. All and any changes and additions to the Contract must be made in writing under pain of being null and void.

|  |  |
| --- | --- |
| **CONTRACTING AUTHORITY** | **CONTRACTOR** |
| …………………………………………… | …………………………………………… |