

TERMS AND CONDITIONS OF THE COMPETITION

**INTERNATIONAL, TWO-STAGE ARCHITECTURAL AND URBAN PLANNING
COMPETITION FOR THE DEVELOPMENT OF A CONCEPT FOR THE NEW
BUILDING OF THE K. SZYMANOWSKI PHILHARMONIC IN KRAKÓW.**

Competition procedure:

A limited, two-stage competition, in accordance with Articles 339 and 329(2)-(6) of the Act of 11 September 2019 on Public Procurement Law (Dz.U. [Journal of Laws] of 2024, item 1320, as amended).

ORGANISER:

**The Małopolska Region
Basztowa 22
31-156 Kraków**

With participation of:

**Association of Polish Architects
Kraków Branch
pl. Szczepański 6
31-011 Kraków**

SARP Competition no. 1085

Competition website: <https://sarp.krakow.pl>

The value of the Competition exceeds the equivalent of the amount specified in the regulations issued pursuant to Article 3 of the Public Procurement Law.

The provisions of the Act of 11 September 2019 - Public Procurement Law (Dz. U. [Journal of Laws] of 2024, item 1320, as amended) are applicable to this Competition and these Terms and Conditions prepared on its basis.

Kraków, September 2025

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DEFINITIONS

“Organiser” or “Contracting Authority” - The Małopolska Region, Basztowa 22, 31-156 Kraków.

“Participant” or “Competition Participant” - a natural person, a legal person or an organisational unit without legal personality meeting the requirements set out in these Terms and Conditions, who has submitted an application to take part in the Competition referred to in Article 339 of the Act.

“The Act” shall mean the Act of 11 September 2019. - Public Procurement Law (Dz. U. [Journal of Laws] of 2024, item 1320, as amended).

“Terms and Conditions” or “Terms and Conditions of the Competition” shall mean the Terms and Conditions of the international two-stage, architectural and urban planning competition for the development of a concept for the new building of the K. Szymanowski Philharmonic in Kraków.

“The Competition” shall be understood as a public pledge in which the Contracting Authority publicly announces a promise of a prize for the execution and transfer of the right to the Competition Work selected by the Competition Jury in the international, two-stage, architectural and urban design competition for the development of a concept for the new building of the K. Szymanowski Philharmonic in Kraków.

“Head of the Contracting Authority” - Management Board of the Małopolska Region

“Authorised Person” shall mean a person or persons authorised by the Head of the Contracting Authority to independently undertake actions reserved to the Head of the Contracting Authority (pursuant to Article 52(2) of the Act)

“Negotiated Contract” shall mean a public contract awarded pursuant to Article 214(1)(4) of the Act following the Competition.

“Competition Jury” shall be understood as a team of individuals with knowledge and experience enabling the evaluation of the submitted Studies and Competition Works appointed by the Head of the Contracting Authority pursuant to Articles 335-337 of the Act.

“Stage I of the Competition” shall be understood as the stage of the Competition comprising the time from the announcement of the Competition until the selection of the Studies qualified for Stage II of the Competition and the invitation to submit the Competition Works of the Competition Participants whose Studies were qualified for Stage II.

“Stage II of the Competition” shall be understood as the stage of the Competition comprising the time from the invitation to submit the Competition Works of the Competition Participants whose Studies were selected in Stage I of the Competition until the results of the Competition are finalised.

“Scope of the Competition Work” stands for the area covered by the competition work as designated in Appendix 7a to these Terms and Conditions.

“The Study” shall mean a work referred to in Chapter V of these Terms and Conditions in accordance with Article 329(2) of the Act.

“Competition Work” shall mean the work referred to in Chapter VII of these Terms and Conditions in accordance with Article 329(2) of the Act.

“Post-competition multi-discipline concept” shall stand for the definition of preliminary architectural, natural, landscape, structural, installation, infrastructural, technical, technological and conservation solutions and standards, which should comprise the basis for further design work, together with obtaining the necessary agreements approvals for this phase and preparation of value estimates for the implementation of the Project.

“Construction Project” is a construction project within the meaning of Articles 33 and 34 of the Act of 7 July 1994 on Construction Law (Dz. U. [Journal of Laws] of 2024 item 725) and the implementing regulations to the said Act, in particular the Regulation of the Minister of Development of 11 September 2020 on the detailed scope and form of the construction project (Dz. U. [Journal of Laws] of 2022, item 1679).

“Executive Design” is a set of works based on the construction design, supplementing and detailing the construction design to the extent and degree of precision necessary to prepare a works estimate, investor's cost estimate, prepare a bid by the contractor and carry out construction works, containing detailed drawings and descriptions, as referred to in the Regulation of the Minister of Development and Technology of 20 December 2021 on the detailed scope and form of the design documentation, technical specifications for the execution and acceptance of construction works and the functional-utility programme (Dz.U. [Journal of Laws] of 2021, item 2454).

“Design Documentation” shall mean a collection of documents, such as a multi-discipline concept, Construction Project, Executive Design, dimensions, cost estimates, technical specifications for the execution and acceptance of construction works, along with the necessary studies, permits, arrangements and opinions prepared in order to obtain a building permit, prepare and conduct the bid for the award of a public procurement contract for the execution of construction works, the execution of construction works, as well as the delivery of equipment. The detailed scope of the Design Documentation for the Project is set out in Appendix 1 to these Terms and Conditions - Material Contractual Provisions, which will be introduced into the public procurement contract.

“Project” shall mean the construction of the new building of the K. Szymanowski Philharmonic in Kraków along with land development, the required media and the necessary technical and communications infrastructure to enable the site(s) to operate as intended.

“Contract” - public procurement contract signed with the Competition Participant whose Competition Work is determined to be the best. Appendix 1 to these Terms and Conditions sets out the Material Contract Provisions which will be incorporated into the Contract.

“Service Object” shall mean in particular the execution of the Design Documentation on the basis of the selected Competition Work. The subject matter and scope of the service are initially described in the Material Provisions, which will be introduced into the public procurement contract (Appendix 1 to these Terms and Conditions). The subject matter of the service will, in particular, comprise the development of the Design Documentation to the extent necessary for the implementation of the Project and resulting from the submitted Competition Concept, acquisition and development of pre-project materials (such as maps for project purposes, geotechnical documentation),

interior designs and the provision of author's supervision, as well as the provision of other services pertaining to the preparation and implementation of the Project.

“Competition Website” shall mean a publicly accessible website dedicated to the Competition for the posting of all information related to the Competition by the Organiser, available at:

<https://sarp.krakow.pl>

“Electronic Competition Platform” or “EPK” shall mean the means of electronic communication by which the Organiser will conduct communication with the Competition Participants, which will be used exclusively for the sending/submission of applications for admission to the Competition by the Competition Participant, submission of evidence, requests for clarification of the content of these Terms and Conditions (questions concerning these Terms and Conditions), Studies, Competition Works and other information, statements or documents transferred within the scope of the Competition between the Organiser and Competition Participants.

The EPK is available at: <https://epk.sarp.pl>

“Qualified electronic signature” stands for an advanced electronic signature which is created with a qualified electronic signature device and which is based on a qualified electronic signature certificate (Article 3(12) of Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC). The signature as described in Regulation of the Prime Minister of 30 December 2020 on the manner of preparing and transmitting information and technical requirements for electronic documents and means of electronic communication in the public procurement procedure or competition (Dz.U. [Journal of Laws] of 2020, item 2452);

“Participant Identification Number” stands for a three-digit number assigned automatically and at random by the Electronic Competition Platform to a Participant admitted to the Competition on the basis of an application for admission, anonymising it for the EPK Users, the Organiser, the Competition Secretary and the Competition Jury. This number is sent to the Participant along with the information on admission to the Competition on the basis of the application for admission.

“Prizes” - The prizes in the Competition are the Prizes referred to in Chapter IX of the Terms and Conditions of the Competition, namely cash prizes (1st, 2nd cash prize and three (3) equivalent cash prizes awarded as special mentions), and the Prize of inviting the Competition Participant whose Competition Work was awarded the 1st Prize to negotiate a contract for the provision of a service based on the Competition Work.

CHAPTER I. GENERAL PROVISIONS AND RULES OF THE COMPETITION

1. NAME AND ADDRESS OF THE COMPETITION ORGANISER

The organiser of the Competition, also referred to as the Contracting Authority, is:

The Małopolska Region

Basztowa 22

31-156 Kraków

Postal address:

Association of Polish Architects

Kraków Branch

pl. Szczepański 6

31-011 Kraków

phone: +48 504 088 203 (Competition Secretary)

(Office hours:

Monday, Wednesday, Friday: 09:00 a.m. – 2:00 p.m.

Tuesday, Thursday: 1:00 p.m. – 6:00 p.m.

The physical version of the Studies and Competition Works shall be sent to the address listed above.

2. COMPETITION PROCEDURE AND GENERAL RULES

- 1) The Competition is an execution Competition, namely one in which the Prize is a cash award and an invitation for the author (Competition Participant) of the selected Competition Work to negotiate a contract for the provision of a service based on the Competition Work. The subject matter of the service is described in the Material Contract Provisions constituting Appendix 1 to these Terms and Conditions..
- 2) The aim of the Competition is to obtain the best concept in terms of architectural, acoustic, spatial, functional and environmental aspects for the new building of the K. Szymanowski Philharmonic in Kraków together with land development in the area indicated in Appendix no. 7a as the scope of the competition study.
- 3) All communications concerning the Competition, including submission of applications for admission to the Competition, submission of the Studies and Competition Works, submission of requests for clarification of these Terms and Conditions, exchange of information and transfer of documents or statements between the Organiser and the Competition Participant or entities interested in participating in the Competition, take place exclusively in the electronic means of communication, namely the Electronic Competition Platform (EPK), with the exceptions specified in these Terms and Conditions and concerning the physical form of the Studies and Competition Works..
- 4) The competition is being run as a limited, two-stage competition.
 - a) Qualification Stage:
 - Entities interested in participating in the Competition shall submit their applications to participate in the Competition in accordance with the provisions of Chapter IV of these Terms and Conditions by the deadline specified in the Competition Schedule;

- The Organiser admits to the Competition and invites to the submission of the Studies the Competition Participants who meet the objective requirements specified by the Organiser in Chapter IV of these Terms and Conditions.
- b) Stage I of the Competition - submission and evaluation of Studies:
- Submission of Studies by the Competition Participants invited to submit Studies on the basis of their applications for admission to the Competition, by the deadline specified in the Competition Schedule. The material scope, the form of the Study and the manner of presentation of the Studies are defined in Chapter V of these Terms and Conditions;
 - Evaluation of the anonymised Studies by the Competition Jury, on the basis of the criteria specified in Chapter VI of these Terms and Conditions, and selection of up to five (5) best Studies meeting the requirements specified in these Terms and Conditions, which will be qualified for Stage II of the Competition;
 - Invitation to submit the Competition Works of the Competition Participants whose Studies were qualified for Stage II of the Competition.
- c) Stage II of the Competition - submission and evaluation of the Competition Works and adjudication of the Competition:
- Submission of the Competition Works by the Competition Participants whose Studies have been qualified for Stage II of the Competition, within the deadline specified in the Competition Schedule. The material scope, the form of the Study and the manner of presentation of the Competition Works are defined in Chapter VII of these Terms and Conditions;
 - Evaluation of the anonymised Competition Works by the Competition Jury, based on the criteria set out in Chapter VIII of these Terms and Conditions.
 - Adjudication of the Competition, consisting of the selection of the best Competition Work (1st Prize) and awarding of the remaining Prizes in accordance with the provisions of Chapter IX of these Terms and Conditions;
 - Approval by the Head of the Contracting Authority of the result of the Competition and official announcement of the results of the Competition;
 - Validation of the outcome of the Competition.
- 5) The basic principle underpinning the Competition is the principle of anonymity of the Studies and Competition Works for the Competition Jury.
- The Organiser assures that:
- a) Until the Competition is adjudicated, it will be impossible to identify the authors of the Studies and Competition Works or the Competition Participants who submitted them.
 - b) The Competition Jury will not see the content of the applications for admission to the Competition until the Competition has been adjudicated.
 - c) The Competition Jury cannot view the contents of the Studies and the Competition Works before the deadline for their submission.
- 6) The prizes in the Competition are cash prizes totalling **420,000.00 PLN gross**, including:

- 1) First Prize - 170,000.00 PLN gross and an invitation to negotiate contract to provide a service based on the winning Competition Work,**
- 2) Second Prize - 100,000.00 PLN gross and**
- 3) three (3) cash prizes in the form of special mentions, worth 50,000.00 PLN gross each,**

The prizes are detailed in Chapter IX of these Terms and Conditions.

- 7) The Competition will be cancelled in the circumstances referred to in Article 355 of the Act.
- 8) In the event that the Competition is cancelled for reasons attributable to the Organiser, the Organiser will reimburse the Participants:
 - a) for the cost of the Studies if the Competition is cancelled before the invitation to submit the Competition Works, in the total amount of 420,000.00 PLN gross, subject to the proviso that the reimbursement shall not exceed 10,000.00 PLN per Competition Participant, upon submission to the Organiser of the documented costs, maintaining the principle of proportionality of the reduction of the reimbursement to individual Participants, when all requests for reimbursement exceed the aforementioned amount.
 - b) for the cost of the assessed Studies and Competition Works, in an amount no higher than 84 000.00 PLN gross for each Competition Participant who submitted a complete Competition Work to be assessed, upon submission to the Organiser of documented costs.
- 9) The Competition is conducted in Polish. Applications for admission to the Competition, evidence, statements and documents confirming the fulfilment of the conditions for participation in the Competition, Studies, Competition Works and all information, requests, notifications, statements and documents submitted by the Competition Participants must be submitted in Polish. Documents and statements drawn up in languages other than Polish shall be submitted with a translation into Polish and certified by the Competition Participant or their proxy.
- 10) Changes to the content of these Terms and Conditions.
 - a) The Organiser may change the content of these Terms and Conditions at any time before the deadline for submission of applications to participate in the Competition. The Organiser shall communicate the changes immediately by posting it on the Competition Website;
 - b) Modifications to these Terms and Conditions made by the Organiser are binding on the Competition Participants. The Organiser stipulates that at each stage of the Competition, the responses to the requests for clarification of the content of these Terms and Conditions made by the Competition Participants on the Competition Website are binding for the Competition Participants. without the need to change the content of these Terms and Conditions.
- 11) The subject matter of the Competition is classified according to the Common Procurement Vocabulary (CPV):

Main CPV code

<i>CPV code</i>	<i>description (name)</i>
710 00000	Architectural, construction, engineering and inspection services

Service groups

<i>CPV code</i>	<i>description (name)</i>
712 00000-0	Architectural and related services
713 00000-1	Engineering services
714 00000-2	Architectural services for urban planning, land planning and development

Service classes

<i>CPV code</i>	<i>description (name)</i>
712 20000-6	Architectural design services
713 20000-7	Engineering design services
714 20000-8	Architectural land development services
712 48000-8	Project and documentation supervision

Service categories

<i>CPV code</i>	<i>description (name)</i>
713 22000-1	Civil engineering design services

12) The competition is conducted on the basis of the provisions of Polish law, taking into account EU regulations transposed into national law. In particular, the following acts are applicable:

- a) Act of 11 September 2019 - Public Procurement Law (Dz.U. [Journal of Laws] of 2024, item 1320, as amended);
- b) Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC. (OJ L 94 of 28.03.2014, p. 65, as amended);
- c) Act of 23 April 1964 - the Civil Code;
- d) Act of 4 February 1994 on copyright and related rights (Dz.U. [Journal of Laws] of 2025, item 24);
- e) Regulation of the Minister of Development and Technology of 20 December 2021 defining the methods and bases for preparing the investor's cost estimate, calculating the planned costs of project works and the planned costs of

construction works specified in the functional-utility programme (Dz. U. [Journal of Laws] of 2021 item 2458);

- f) Regulation of the Prime Minister of 30 December 2020 on the manner of preparing and transmitting information and technical requirements for electronic documents and means of electronic communication in the public procurement procedure or competition (Dz. U. [Journal of Laws] of 2020, item 2452);
- g) Act of 13 April 2022 on special solutions for counteracting support for aggression against Ukraine and serving to protect national security (Dz. U. [Journal of Laws] of 2024, item 507).
- h) Act of 5 August 2022 on amending the Act on special solutions for counteracting support for aggression against Ukraine and serving to protect national security and the Act on National Tax Administration (Dz. U. [Journal of Laws] of 2022, item 1713);
- i) Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's destabilising action in Ukraine (OJ L 2022, no. 111, p. 1, as amended).
- j) Laws and standards concerning zoning, building and historic preservation, insofar as they apply to the conceptual Competition Works.

3. THE WAY OF COMMUNICATION BETWEEN THE ORGANISER AND THE COMPETITION PARTICIPANTS, THE SUBMISSION OF EVIDENCE, EXPLANATIONS AND INFORMATION

- 1) Communication within the scope of the Competition, including:
 - a) submission of applications for admission to the Competition, additional information and clarifications to the submitted applications at the request of the Organiser,
 - b) submission of subjective evidence, statements and documents,
 - c) submission of requests for clarification of the content of these Terms and Conditions (asking questions about the content of these Terms and Conditions),
 - d) submission of Studies;
 - e) submission of Competition Works,
 - f) exchange of any information between the Organiser and Competition Participants,
 - g) the submission of documents and statements between the Contracting Authority and the Competition Participants,

takes place exclusively by means of electronic communication, namely the Electronic Competition Platform (EPK), subject to the exceptions concerning the physical form of the Studies and Competition Works referred to in Chapter V, section 3(1)(b). and Chapter VII section 3(1)(b).

- 2) The Electronic Competition Platform is available at: <https://epk.sarp.pl> and via the Competition Website.
- 3) Any entity interested in participating in the Competition has to register on the Electronic Competition Platform.

- 4) In the case of an entity that will participate in the Competition as an independent Competition Participant, the registration is carried out by the Competition Participant in question, namely the person representing the Competition Participant in accordance with the form of representation or the person authorised by such person.
- 5) In the case of entities jointly participating in the Competition as Competition Participants, the registration shall be carried out by the proxy appointed by those Participants.
- 6) In order to prepare the application for admission, along with the statements and electronic documents in order to submit them effectively through the EPK, it is necessary for the person authorised to represent the Competition Participant or the person(s) authorised to represent the Competition Participants participating jointly in the Competition or the proxy of the above to have and use a qualified electronic signature.
- 7) Information on the technical and organisational requirements for compiling, sending and receiving files in electronic communication via the EPK can be found in the document named: "Regulamin _ Platforma ZETO PZP EPK" (Terms and Conditions - ZETO PZP EPK Platform).

The Competition Participant is obliged to familiarise themselves with the Terms and Conditions indicated in this section.

The document is available on the Platform website (<https://epk.sarp.pl>) under the 'Help' tab.

- 8) Instructions on how to use the EPK, including how to submit all electronic documents and other relevant information (including submitting questions to the Organiser) via the EPK, can be found in the document called: "EPK – Instrukcja dla Uczestnika" ("EPK - Participant Instructions")

The Participant is responsible for reading these instructions.

The document is available on the EPK Platform website (<https://epk.sarp.pl>) under the 'Help' tab.

- 9) In the event of technical problems with the EPK, please contact the ZETO Lublin Sp. z o.o. help desk at phone no.: +48 81 718-42-27, from Monday through Friday, 7:00 a.m. - 3:00 p.m.
- 10) The manner of preparing and submitting information and the technical requirements for electronic documents are set forth in the Regulation of the Prime Minister of 30 December 2020 on the manner of preparing and submitting information and the technical requirements for electronic documents and means of electronic communication in public procurement proceedings or a competition (Dz. U. [Journal of Laws] of 2020, item 2452).
- 11) The maximum size of each individual file submitted via EPK is 100 MB.
- 12) In order to use the EPK, the user has to have a data communication device with Internet access.
- 13) Details of the data format of the individual electronic files and documents containing applications for admission, statements, evidence, statements, Studies, Competition Works and other information, as well as statements and documents and the manner

in which they are prepared, submitted and signed with a qualified electronic signature can be found further in the sections pertaining to the electronic documents concerned.

- 14) Encryption of submitted data occurs automatically at the EPK Platform.
- 15) The deadline for submission and receipt of data via the EPK is set out in the Competition Schedule (section 4 of this Chapter).
- 16) The Organiser shall respond to requests for clarification of the content of these Terms and Conditions submitted by Competition Participants or parties interested in participating in the Competition. It is recommended that requests for clarification of the content of these Terms and Conditions are submitted within the time limits set out in the Competition schedule (section 4 of this Chapter). The Organiser reserves the right not to respond to any requests for clarification of the content of these Terms and Conditions submitted after this deadline.

The Organiser's responses to requests for clarification of these Terms and Conditions will be posted on the Competition Website.

Article 284 of the Act shall apply mutatis mutandis to the clarification of the content of these Terms and Conditions.

- 17) The explanations provided by the Organiser are binding on all parties interested in participating in the Competition and on all Competition Participants.
- 18) Information about the Competition, changes to the content of these Terms and Conditions, the Organiser's responses to requests for clarification of the content of these Terms and Conditions and other announcements and information related to the Competition shall be posted on the Competition Website.
- 19) The Organiser shall not be liable for the consequences of the Competition Participant's failure to comply with the above requirements.
- 20) The person authorised to contact the Competition Participants is: Competition Secretary - **Arch. Rafał Mroczkowski, phone: +48 504 088 203 and Agnieszka Galas, phone: +48 12 61 60 348**

NOTE:

Responses and explanations provided by telephone are not binding on the Competition Participants or the Organiser.

4. COMPETITION SCHEDULE

QUALIFYING STAGE		
4.1.	<p><u>ANNOUNCEMENT OF THE COMPETITION</u></p> <p>Submission of the Competition Notice to the Publications Office of the European Union</p>	10/09/2025.
4.2.	<p><u>REQUESTS FOR CLARIFICATION OF THE CONTENT OF THESE TERMS AND CONDITIONS (ROUND 1)</u></p> <p>Deadline for submitting requests for clarification of the content of these Terms and Conditions via the EPK, concerning in particular the preparation and submission of applications for admission to the Competition.</p> <p>The Organiser shall provide explanations, via the EPK, no later than 2 days before the deadline for submission of applications to participate in the Competition.</p>	By: 29.09.2025
4.3.	<p><u>APPLICATIONS FOR ADMISSION TO THE COMPETITION</u></p> <p>Deadline for submitting applications for admission to the Competition and evidence, statements and documents to prove that the requirements set by the Organiser have been met via the EPK.</p> <p><i>The Organiser shall only have access to the above electronic documents after the submission deadline.</i></p>	By: 03.10.2024
(4.4).	<p><u>ADMISSION TO THE COMPETITION</u></p> <p>Deadline for informing Competition Participants via the EPK that they have been admitted to the Competition and invited to submit Phase I Studies or notification that they have not been admitted to the Competition</p>	By: 24.10.2025
COMPETITION STAGE I - STUDIES		
(4.5).	<p><u>REQUESTS FOR CLARIFICATION OF THE CONTENT OF THESE TERMS AND CONDITIONS (ROUND 2)</u></p> <p>Recommended deadline for submitting requests for clarification of the content of these Terms and Conditions concerning, in particular, the preparation and submission of Studies, via the EPK.</p> <p>The Organiser shall provide responses via the Electronic Competition Platform as soon as possible, but no later</p>	By: 25.11.2025

	than 2 days before the deadline for submission of the Studies.	
4.6.	<p><u>STUDIES - SUBMISSION</u></p> <p>Deadline for submission of Studies.</p> <p>Studies in electronic form should be submitted via the EPK.</p> <p><i>The Organiser shall only have access to the above electronic documents after the submission deadline.</i></p> <p>Studies in physical form should be submitted to the Organiser's mailing address listed in Chapter I, section 1.</p> <p>The provisions of Chapter V, section 3, paragraph 8 of these Terms and Conditions shall also apply to the submission of Studies in physical form.</p>	<p>By:</p> <p>05.12.2025</p> <p>3:00 p.m.</p>
(4.7).	<p><u>QUALIFICATION FOR STAGE II OF THE COMPETITION</u></p> <p>Deadline for notifying the Competition Participants of their qualification for Stage II of the Competition and inviting the Participants to submit the Competition Works via the Electronic Competition Platform .</p>	<p>By:</p> <p>19.12.2025</p>
STAGE II OF THE COMPETITION - COMPETITION WORKS		
(4.8).	<p><u>REQUESTS FOR CLARIFICATION OF THE CONTENT OF THESE TERMS AND CONDITIONS (ROUND 3)</u></p> <p>Recommended deadline for submitting requests for clarification of the content of these Terms and Conditions concerning, in particular, the preparation and submission of Competition Works, via the EPK.</p> <p>The Organiser shall provide responses via the Electronic Competition Platform as soon as possible, but no later than 2 days before the deadline for submission of the Competition Works.</p>	<p>By:</p> <p>11.02.2026</p>
4.9.	<p><u>COMPETITION WORKS - SUBMISSION OF ELECTRONIC AND PHYSICAL VARIANTS</u></p> <p>Deadline for submission of the electronic form of the Competition Works.</p> <p>Electronic Competition Works should be submitted via the EPK.</p> <p><i>The Organiser shall only have access to the above electronic documents after the submission deadline.</i></p>	<p>By:</p> <p>06.03.2026</p> <p>3:00 p.m.</p>

	<p>The charts and the descriptive part of the Competition Work in physical form should be submitted to the Organiser's mailing address listed in Chapter I, section 1.</p> <p>The provisions of Chapter VII, section 3, paragraph 8 of these Terms and Conditions shall also apply to the submission of Competition Works in physical form.</p>	
4.10.	<p><u>ANNOUNCEMENT OF COMPETITION RESULTS</u></p> <p>Announcement of the results of the Competition on the Competition Website and sending out notifications via EPK to the Competition Participants concerning the result of the Competition.</p> <p>In the event that the Organiser organises an official, public announcement of the results of the Competition, Competition Participants shall be notified separately of the place and time of this event.</p>	<p>On: 23.03.2026</p>
4.11.	<p><u>COMPETITION EXHIBITION</u></p>	<p>Participants will be informed of the exhibition date separately.</p>
(4.12).	<p><u>POST-COMPETITION DISCUSSION</u></p>	<p>Participants will be informed of the date of the discussion separately.</p>

The deadlines indicated in the table in the course of the Organiser's activities may be changed at any stage of the Competition, which does not require a change in the content of these Terms and Conditions.

Competition Participants will be notified immediately and well in advance of any changes to these deadlines.

Deadlines shall not be shortened.

5. THE JURY AND THE SECRETARY OF THE COMPETITION

1) The Competition Jury comprises 17 people. The Competition Jury includes:

- a) **Prof. Ewa Kuryłowicz** - Chair of the Competition Jury.
Competition Judge of the Association of Polish Architects (SARP) Warsaw Branch
- b) **Arch. Marcin Brataniec** - Judge.
Competition Judge of the Association of Polish Architects (SARP) Kraków Branch
- c) **Arch. Jette Hoop** - Member of the Competition Jury.
- d) **Prof. Artur Jasiński** - Member of the Competition Jury.

- Competition Judge of the Association of Polish Architects (SARP) Kraków Branch
- e) **Arch. Marcin Sadowski** - Member of the Competition Jury.
- Competition Judge of the Association of Polish Architects (SARP) Warsaw Branch
- f) **Dr. Piotr Wróbel** - Member of the Competition Jury.
- Competition Judge of the Association of Polish Architects (SARP) Kraków Branch
- g) **Prof. Mariusz Twardowski** Member of the Competition Jury
- The Chamber of Architects of the Republic of Poland (IARP)
- h) **Iwona Gibas** - Member of the Board of the Małopolska Region - Member of the Competition Jury.
- Judge representing the Małopolska Region.
- i) **Prof. Jan Tadeusz Duda** - Chairman of the Assembly of the Małopolska Region - Member of the Competition Jury.
- Judge representing the Małopolska Region.
- j) **Anna Hamala** - Director of the Strategic Investment Department of the Małopolska Region - Member of the Competition Jury.
- Judge representing the Małopolska Region.
- k) **Monika Gubała** - Director of the Department of Culture and National Heritage of the Małopolska Region - Member of the Competition Jury.
- Judge representing the Małopolska Region.
- l) **Mateusz Prendota** - Director of the Krakow Philharmonic - Member of the Competition Jury.
- Judge representing the Małopolska Region.
- m) **Beata Płoska** - Deputy Director of the Krakow Philharmonic - Member of the Competition Jury.
- Judge representing the Małopolska Region.
- n) **Joanna Wnuk - Nazarowa** - conductor, composer, Member of the Competition Jury.
- Judge representing the Małopolska Region.
- o) **Andrzej Kosendiak** - conductor, Advisor to the Director of the National Forum of Music in Wrocław for artistic matters - Member of the Competition Jury.
- Judge representing the Małopolska Region.
- p) **Michał Klauza** - Conductor, Artistic Director of the Kraków Philharmonic - Member of the Competition Jury.
- Judge representing the Małopolska Region.
- q) **Prof. Andrzej Kłosak**, Acoustic advisor of the Małopolska Region, Member of the Competition Jury.
- Judge representing the Małopolska Region.

2) Deputy Judge.

The function of Deputy Judge is performed by **Arch. Marek Bystroń** - Competition Judge of the Association of Polish Architects (SARP) Kraków Branch

The Deputy Judge is not a member of the Competition Jury.

3) The Competition Secretary's Team

a) The function of the Competition Secretary is carried out by **Arch. Rafał Mroczkowski** - Competition Judge of the Association of Polish Architects (SARP) Warsaw Branch.

b) The function of Deputy Secretary of the Competition is carried out by:

Arch. Magdalena Buczyńska-Zapała - President of the Association of Polish Architects (SARP) Kraków Branch.

Agnieszka Galas - The Małopolska Region employee

Katarzyna Nowosad - The Małopolska Region employee

The Competition Secretary and the members of the Competition Secretary's Team are not members of the Competition Jury.

4) Experts may be invited to partner with the Competition Jury. The need to appoint an expert will be decided by the Competition Jury or the Organiser and the decision will be approved by the Head of the Contracting Authority or a person authorised by them.

5) The Competition Jury is set up to evaluate the Studies and the Competition Works and to select the best Studies and the best Competition Works and to award the Prizes in the Competition.

The Competition Jury draws up, in particular, information on the Studies and the Competition Works, prepares the justification for the outcome of the Competition, and requests for the Competition to be cancelled.

The Competition Jury remains independent as far as the above-mentioned scope is concerned.

6) The Head of the Contracting Authority or a person authorised by them shall supervise the Competition Jury with regard to the Competition's compliance with the provisions of the Act and these Terms and Conditions, in particular when it comes to:

a) cancelling the Competition;

b) approving the outcome of the Competition.

CHAPTER II.

GENERAL COMMENTS ON THE COMPETITION GUIDELINES FOR THE DEVELOPMENT OF THE COMPETITION CONCEPT

1. The guidelines set out in these Terms and Conditions and the Appendices to these Terms and Conditions are a set of carefully considered needs of the Organiser concerning the programme, function and location of the various elements of the Project and the principles of its use.
2. Studies and Competition Works that do not fulfil the guidelines referred to in Chapter III, section 1, item 2) will not be qualified for Stage II of the Competition (in the case of Studies) or will not receive the Prize (in the case of Competition Works), **unless, in the opinion of the Competition Jury, there is a possibility of bringing the concept in line with the guidelines at a later stage of the design works, without any fundamental changes to the concept.**

The other guidelines contained in these Terms and Conditions should be regarded as recommended design and programming solutions by the Organiser. Deviations from these guidelines are permitted provided that they are reasonably justified, respectively in the Study or the Competition Work, take into account the elements of the Project that ensure its functioning according to its intended use and are considered reasonable in the opinion of the Competition Jury. All competition concepts in which the Participants present other solutions than those resulting from the prescribed guidelines of these Terms and Conditions and its Appendices will be evaluated by the Competition Jury, with the exception of competition concepts that do not comply with the subject of the Competition.

The evaluation of the Studies and the Competition Works and the points (votes) awarded will be a measure of the Participants' consideration and interpretation of the guidelines described in these Terms and Conditions.

3. **The formal requirements for signing and submitting statements and documents are absolutely binding, with the Studies and the Competition Work not being recognised as formal documents.**
4. One of the tasks of the competition is the rational use of the space and the programme in terms of the Project's budget, as well as the appropriate selection of areas for the individual designed rooms and spaces in this context.
5. The intent of the above stipulations is not to limit the creativity of the Competition Participants in their search for original and innovative solutions implementing the guidelines and objectives of the Competition in various ways. The Competition is a stage in which the Organiser is looking for the best solutions among the different design approaches presented by the Participants to the given problem and proposing different paths leading to the solution of the Competition task. A certain degree of generality in the Competition Concept offers the Participants the possibility to interpret the competition guidelines and assumptions in their own way, and the accuracy of the choice of solutions realising these guidelines and assumptions will be subject to the Competition Jury's assessment.
6. All guidelines and factual information contained in these Terms and Conditions and Appendices are intentional and should be considered by the Competition Participants. Any substantive decision compliant or non-compliant with these guidelines will be subject to the assessment of the Competition Jury, whose primary consideration will be the selection

of the best Competition Work also in the context of meeting the expectations of the
Organiser.

CHAPTER III. DESCRIPTION OF THE SUBJECT OF THE COMPETITION

1. SUBJECT MATTER OF THE COMPETITION, COMPETITION OBJECTIVES AND GUIDELINES

1. SUBJECT OF THE COMPETITION

The subject of the Competition is the architectural and spatial concept for the new building of the K. Szymanowski Philharmonic in Kraków together with the necessary infrastructure and land development in the area indicated in Appendix no. 7a as the scope of the competition study. The scope of the Competition Study is the same as the scope of the Project.

The construction of the new building of the K. Szymanowski Philharmonic in Kraków should provide optimal conditions for the artistic, cultural and educational activities of the region's cultural institution, mainly through concert halls such as: the Philharmonic Concert Hall, the Chamber Hall, Rehearsal Rooms and backstage facilities. Concert halls and key rehearsal rooms should represent the highest level of acoustic quality in the world.

The proposed solutions should be characterised by excellent acoustic performance and high urban, architectural and functional qualities, as well as care for the environment and sustainability (innovative environmental and energy-saving solutions manifested in particular in terms of operating economy).

2. COMPETITION OBJECTIVES AND GUIDELINES

The programme and project guidelines are set out in **Appendix 7b to these Terms and Conditions**.

3. COMPETITION MATERIALS

A list of materials for the Competition is provided in Chapter XII of these Terms and Conditions. Competition materials are available for download on the Competition Website.

4. PLANNED TOTAL COST OF EXECUTION OF THE WORKS BASED ON THE COMPETITION WORK - EXECUTION OF THE PROJECT

- 1) The Organiser informs that as of the day of announcing the Competition, the estimated maximum planned total cost of the implementation of the finished Project, including interior furnishings and land development to the extent specified in the Essential Contract Provisions constituting **Appendix no. 1 to these Terms and Conditions** is **415,000,000.00 PLN gross (in words: four hundred and fifteen million, 00/100 PLN)**.
- 2) The Competition Participants shall take into consideration the above-mentioned estimated cost of the Project, which means that the Competition Participant should provide the real cost resulting from the presented solutions, and in case of exceeding the amount referred to above, provide a justification for such a cost increase. The extent to which the Participants have taken into account the estimated planned total cost of the Project as stated above, and in the event of any excess, the feasibility of the justification and the reasonable nature of such

a change will be assessed by the Competition Jury in accordance with terms specified in Chapter VIII of these Terms and Conditions.

5. MAXIMUM TOTAL PLANNED COST OF EXECUTION OF THE SUBJECT MATTER OF THE CONTRACT

The estimated planned total cost of the execution of the Service Subject (as defined in these Terms and Conditions) concerning the Project has been calculated on the basis of the Regulation of the Minister of Development and Technology of 20 December 2021 on determining the methods and basis for drawing up an Project cost estimate, calculating the planned costs of design works and the planned costs of construction works specified in the functional-utility programme.

The cost of executing the Service Subject shall not exceed an amount representing **8% of the planned total gross cost of the Project**, as referred to in section 4 of this Chapter.

CHAPTER IV.
THE CONDITIONS FOR PARTICIPATION IN THE COMPETITION, THE
REQUIREMENTS TO BE MET BY PARTICIPANTS, INFORMATION ON EVIDENCE
AND APPLICATIONS FOR ADMISSION TO THE COMPETITION AND EVALUATION
OF APPLICATIONS

1. CONDITIONS OF PARTICIPATION AND REQUIREMENTS TO BE MET BY
COMPETITION PARTICIPANTS

1) Competition Participants may be:

- a) Natural persons;
- b) Legal persons;
- c) An entity without legal personality;

Polish or foreign (with a seat/place of residence outside the territory of Poland).

2) The entities listed in section 1(1) may:

- a) participate independently in the Competition, in which case they are referred to as a "Competition Participant participating independently in the Competition".
- b) jointly participate in the Competition, in which case they are referred to as "Competition Participants participating jointly in the Competition".

3) The provisions concerning the Competition Participant shall apply mutatis mutandis to all Competition Participants taking part in the Competition jointly.

Note: Competition Participants taking part jointly include partners in a civil partnership, teams of authors, and consortia.

4) The Competition Participants taking part jointly in the Competition shall appoint a proxy authorised to represent the Competition Participants taking part jointly in the Competition, including the submission of the Application, the documents and statements set forth in this Chapter, the Studies and the Competition Works. The proxy of the Competition Participants taking part in the Competition jointly may be one of these Participants or a third party. The power of attorney template for Participants taking part in the Competition jointly is attached as **Appendix 3f to these Terms and Conditions.**

5) A Competition Participant taking part in the Competition individually may appoint a proxy. The power of attorney template for Participants taking part in the Competition individually is attached as **Appendix 3e to these Terms and Conditions.**

6) Each Competition Participant may submit only one Application to participate in the Competition.

The Application is recognised as submitted if it is submitted jointly with another Competition Participant (Competition Participants jointly taking part in the Competition).

7) A Competition Participant who submits more than one Application will be excluded from the Competition.

8) The Competition Participant must meet all of the following requirements:

- a) not be subject to exclusion pursuant to Article 108(1) and Article 109(1)(1), (2)(a) and (b), (3), (4), (6) and (8-10) of the Act;

- b) not be subject to exclusion from the procedure under Article 7(1) of the Act of 13 April 2022 on special arrangements in the scope of counteracting the promotion of the aggression against Ukraine and aimed at protecting the national security;
- c) not be subject to exclusion pursuant to Article 5k of Regulation 833/2014 as amended by Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's destabilising actions in Ukraine.

NOTE:

The above requirements apply to the Participant taking part in the Competition individually, as well as to the Participants taking part in the Competition jointly - in the latter case, these requirements apply to each individual Participant and to the entities on whose resources the Competition Participant relies.

- d) fulfil the conditions of participation in the Competition specified by the Organiser regarding technical and professional capacity in terms of: education, professional qualifications of the persons directed by the Competition Participant to carry out the subject of the Competition. This condition will be considered fulfilled if the Competition Participant demonstrates that at the Competition stage, they have at least the following at their disposal:
 - one person who will participate in the development of the competition concept and the Design Documentation, with appropriate construction licenses and architectural works without limitations, and with experience comprising the execution, in the period of the last 15 years before the deadline for submission of the applications for admission to the Competition (as the author or member of the author's team), of **at least two (2) multi-disciplinary project documentations** (comprising at least the construction design, detailed designs and the measurements for works), on the basis of which a final construction permit decision was obtained for the construction or rebuilding (excluding renovations) of a building of belonging to categories IX, XII, XV or XVI and carrying out supervision during the execution of the Project on the basis of the multi-disciplinary project documentation referred to above until obtaining an occupancy permit.
- e) The Organiser informs that in addition to the designer - architect indicated above and required at the stage of submitting the applications for admission to the Competition, the Participant invited to negotiate the contract will have to demonstrate that they will also have at their disposal the persons capable of carrying out the order referred to **in Chapter XI, section 1, item 1 (bb)** of these Terms and Conditions.

Note: equivalent qualifications obtained in other countries are also admissible, according to the principles set out in Article 12a of the Act of 7 July 1994 - Construction Law, taking into account the provisions of the Act of 22 December 2015 on the principles of recognition of professional qualifications acquired in the Member States of the European Union.

- 9) In order to fulfil the condition of participation in the Competition laid down in **in section 1 (8) (d)** of this Chapter, they may rely on the resources of other entities, on the basis of Article 118 of the Act, namely:
- a) with regard to the conditions pertaining to education, professional qualifications or experience, Competition Participants may rely on the capabilities of entities providing resources, if these entities perform the works or services for the performance of which these capabilities are required.
 - b) The Competition Participant who relies on the abilities of the entities making the resources available shall submit, along with the application for admission to the Competition, a commitment of the entity making the resources available to them to place the necessary resources at their disposal for the performance of the Competition Task, or other subjective evidence confirming that the Competition Participant will have at their disposal the necessary resources of those entities.
 - c) The commitment of the entity providing the resources shall confirm that the relationship linking the Competition Participant with the entities providing the resources guarantees actual access to those resources and specifies in particular:
 - the extent of the resources of the entity providing the resources available to the Competition Participant;
 - the manner and period of making the resources available to the Competition Participant and the use of such resources thereby in execution of the contract;
 - whether and to what extent the entity making available the resources, on whose capacities the Competition Participant relies as regards the requirements for participation in the Competition concerning education, professional qualifications or experience will in fact provide the Competition Task which involve the capacities concerned.

NOTE: The reliance on the capacity of other entities will occur if there is an indirect relationship between the Competition Participant and the person at their disposal, namely the persons at the Competition Participant's disposal belong to other entities, for example as employees of the entity that undertakes to make the resources available to the Competition Participant. On the other hand, if the persons who will be at the disposal of the Competition Participant will be in a legal relationship directly linking the parties, such as employment contract, contract of mandate, contract for provision of services, etc., this constitutes a direct relationship that does not involve reliance on the resources of other entities in order to demonstrate fulfilment of the condition for participation in the Competition.

2. APPLICATIONS FOR ADMISSION TO THE COMPETITION AND THE REQUIRED EVIDENCE, STATEMENTS AND DOCUMENTS PROVING THAT THE REQUIREMENTS LAID DOWN BY THE ORGANISER HAVE BEEN MET

- 1) In order to be admitted to the Competition under these Terms and Conditions, the Participant shall submit an application for admission to the Competition, drawn up in accordance, as to content and form, with **Appendix 3a** to these Terms and Conditions.

Electronic form with qualified electronic signature is required:

- a Competition Participant taking part in the Competition individually in the case of natural persons or
- an authorised person in accordance with the principle of representation to make statements of intent on behalf of the legal entity or organisational unit that is a Competition Participant, participating either individually or jointly, or
- a proxy acting on behalf of the Competition Participants taking part in the Competition jointly or a Competition Participant taking part in the Competition individually.

It is recommended to submit the files in the PDF format.

- 2) In order to meet the requirements set forth by the Organiser, or to demonstrate that there are no grounds for exclusion and that the conditions for participation are met, the Competition Participant needs to submit the following evidence, statements and documents with the application for admission:

- a) Statement of not being excluded from the Competition on the basis of:
- Article 108(1) and Article 109(1)(1), (2)(a) and (b), (3), (4), (6) and (8-10) of the Act,
 - 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.
 - Article 5k of Regulation 833/2014 as amended by Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's destabilising actions in Ukraine.

According to **Appendix 3b** to these Terms and Conditions.

NOTE: In the case of Competition Participants taking part in the Competition jointly or relying on the resources of other entities, the statement shall be submitted by each Competition Participant taking part in the Competition separately and by the entity on whose resources the Competition Participant relies.

Electronic form with qualified electronic signature is required:

- a Competition Participant taking part in the Competition individually in the case of natural persons or
- the person(s) authorised in accordance with the principle of representation to make statements of intent on behalf of the legal person or organisational unit which is a participant in the competition as a Competition Participant, individually or jointly, or the entity on whose resources the Competition Participant relies; or

- *a proxy acting on behalf of the Competition Participants taking part in the Competition jointly or a Competition Participant taking part in the Competition individually.*

It is recommended to submit the files in the PDF format.

- b) A statement on the fulfilment of the condition for participation in the Competition regarding technical and professional capacity in terms of education and professional qualifications, as specified by the Organiser, according to **Appendix 3c** to these Terms and Conditions.

Electronic form with qualified electronic signature is required:

- *a Competition Participant taking part in the Competition individually in the case of natural persons or*
- *an authorised person in accordance with the principle of representation to make statements of intent on behalf of the legal entity or organisational unit that is a Competition Participant, participating either individually or jointly, or*
- *a proxy acting on behalf of the Competition Participants taking part in the Competition jointly or a Competition Participant taking part in the Competition individually.*

It is recommended to submit the files in the PDF format.

- c) If the Competition Participant relies on the resources of other entities, they shall submit a statement confirming that these entities will make their resources available, in accordance with the provisions of section 1(9) of this Chapter and according to **Appendix no. 3d** to these Terms and Conditions.

Electronic form with qualified electronic signature is required from the entity providing the resources or a person (or persons) authorised in accordance with the principle of representation to make statements of intent on behalf of the entity providing the resources or in another manner permitted by the provisions of the Act and other executive acts.

It is recommended to submit the files in the PDF format.

- d) In the event that the Competition Participant relies on the resources of other entities, they shall submit a statement of those entities that they are not subject to exclusion from the Competition, in accordance with section 2(2) of this Chapter, on the basis of:
- Article 108(1) and Article 109(1)(1), (2)(a) and (b), (3), (4) , (6) and (8-10) of the Act,
 - 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.
 - Article 5k of Regulation 833/2014 as amended by Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's destabilising actions in Ukraine.
- in accordance with **Appendix 3b** to these Terms and Conditions.

Electronic form with qualified electronic signature of the resource provider or of the person(s) authorised in accordance with the principle of representation to make statements of intent on behalf of the resource provider is required.

It is recommended to submit the files in the PDF format.

- e) Power of attorney document in case the Participant(s) taking part jointly in the Competition have appointed an attorney as per **Appendix 3e** to these Terms and Conditions (for Participant(s) taking part individually in the Competition) or **Appendix 3f** to these Terms and Conditions (for Participant(s) jointly taking part in the Competition).

Electronic form with qualified electronic signature is required:

- **each** Participant of the Competition taking part jointly in the Competition, if they are natural persons
- **each** authorised person in accordance with the principle of representation to make statements of intent on behalf of the legal entity or organisational unit that is a Competition Participant, participating jointly.

It is recommended to submit the files in the PDF format.

- 3) The person authorised to make statements on behalf of the Competition Participant (the person authorised to represent the Competition Participant) is:
- a) Competition Participant if they are a natural person,
 - b) the person(s) authorised, in accordance with the principle of representation, to make statements of intent on behalf of the legal person or organisational unit that is a Competition Participant.
- 4) Applications for admission to the Competition and the evidence, statements and documents referred to in section 2 above shall only be submitted via the Electronic Competition Platform (EPK).
- 5) The rules concerning signing documents with an electronic signature as well as the rules for certifying the conformity of the digital representation (facsimile) of manually signed paper documents with the electronic signature are set out in the Regulation of the Prime Minister of 30 December 2020 on the manner of preparation and transmission of information and technical requirements for electronic documents and means of electronic communication in public procurement or competition proceedings (Dz. U. [Journal of Laws] of 2020, item 2452).
- 6) Where a single electronic document containing compressed electronic documents in a compressed archive (e.g. a ZIP file) is submitted, affixing a qualified electronic signature to such a file shall be equivalent to affixing a qualified electronic signature to all the documents contained in that file.
- 7) A Competition Participant may only amend or withdraw an application to participate in the Competition before the deadline for submission of applications via the Electronic Competition Platform (EPK).
- 8) In the event that the electronic documents submitted by means of electronic communication contain information constituting a business secret within the meaning of the provisions of the Act on Combating Unfair Competition of 16 April 1993, the

Competition Participant shall, in order to maintain the confidentiality of such information, submit it in a separate and appropriately marked file.

3. ASSESSMENT OF APPLICATIONS FOR ADMISSION TO THE COMPETITION

1) The Organiser shall access the electronic documents submitted through the Electronic Competition Platform by the Competition Participants immediately following the deadline for submission of applications for admission. Subsequently, the Competition Secretary will register and make confidential the data of the Competition Participants and examine the submitted applications for admission and evidence, statements and documents for compliance with the requirements of these Terms and Conditions, and then request the Competition Participants to provide any additions or clarifications. On this basis, they will assess the fulfilment of the requirements for participation in the Competition set out in these Terms and Conditions and provisions of the Act according to the "meets - does not meet" formula.

NOTE: Participants will be called upon to supplement or clarify their application for admission via the Electronic Competition Platform. Participants shall submit supplements or clarifications at the request of the Organiser via the Electronic Competition Platform in accordance with the EPK instructions.

2) The Organiser shall reject an application for admission to the Competition if:

- a) It was submitted after the application deadline;
- b) It was submitted by a Competition Participant who did not demonstrate that they met the requirements of the Contracting Authority as indicated in the Competition Notice and these Terms and Conditions;
- c) It does not comply with the provisions of the Act;
- d) It does not comply with other provisions;
- e) It is prepared or submitted in a manner inconsistent with technical and organisational requirements for preparing or submitting applications by electronic means of communication specified by the Contracting Authority;

3) In order to preserve the anonymity of the Competition Participants in relation to the members of the Competition Jury, the persons acting as Competition Judges shall not participate in the evaluation of the applications for admission to the Competition.

Actions or omissions by an Competition Participant that may lead to or result in a breach of the Competition Participant's anonymity with respect to the members of the Competition Jury will result in the Competition Participant's exclusion from the Competition.

4) After evaluating the validity of the submitted applications for admission and the fulfilment of the requirements for participation in the Competition, the Organiser will inform each of the Competition Participants of the results of this evaluation and will invite those who fulfil the requirements for participation in the Competition to submit the Studies.

The Electronic Competition Platform assigns automatically and at random a three-digit Competition Participant Identification Number to a Competition Participant admitted to

the Competition, based on the application for admission, anonymising the Competition Participant in relation to EPK users, the Organiser, the Competition Secretary and the Competition Jury. This number is sent to the Competition Participant together with the information on admission to the Competition.

In all communications via the EPK, at the stage of submission of the Studies and the Competition Works, only the Participant's Identification Number is visible to the Competition Organiser/Secretary without disclosing the name of the Competition Participant.

This number is also used for encoding by the Competition Participant of the Study and the Competition Work in accordance with these Terms and Conditions described in Chapter V (Study) and Chapter VII (Competition Work).

- 5) If it is necessary to ensure the proper conduct of the Competition, the Organiser may, at any stage of the Competition, including the stage of selection of the Competition Works or immediately after their evaluation, call upon the Competition Participants to submit all or some of the evidence current as of the date of their submission.
- 6) If the evidence or statements submitted by the Participants raises doubts of the Organiser, they may ask directly the entity which is in possession of information or documents relevant in this respect for the assessment of the Participant's compliance with the conditions for participation in the Competition, the selection criteria or the absence of grounds for exclusion, to present such information or documents.

CHAPTER V. METHOD OF PREPARATION AND SUBMISSION OF STUDIES

1. GENERAL INFORMATION ON THE PREPARATION OF THE STUDY

- 1) Only a Study that:
 - a) is original (does not infringing on the property rights of third parties) and does not contain a previously published concept;
 - b) does not violate the principle of anonymity;
 - c) is in line with the subject matter of the Competition as referred to in Chapter III;
 - d) does not contain variants;
 - e) is sufficiently clear to carry out its assessment;
 - f) has been submitted in the form required by these Terms and Conditions can be admitted to take part in the competition.
- 2) The study must clearly indicate the spatial, functional, programmatic and other solutions proposed by the Competition Participant that are relevant to the concept presented. Graphically, the study must be characterised by the clarity of the textual and graphic information.
- 3) Studies prepared in such a way that enables the identification of the Competition Participant shall be excluded.
- 4) Studies need to be submitted in accordance with the provisions in this Chapter.

2. CONTENT, THEMATIC SCOPE AND FORM OF THE STUDY

- 1) The study must consist of:
 - a) **GRAPHIC PART** - charts in a 100x70 cm size, up to 2; a smaller number of charts is acceptable provided that the content listed in section 2(2) of this chapter is included.
 - b) **DESCRIPTIVE PART** - a maximum of three (3) pages on A4 or equivalent A3 format.
 - c) **IDENTIFICATION SHEET** of the study (**Appendix 4b** to these Terms and Conditions).
- 2) **Guidelines concerning the content of the Study and its nature**
 - a) The intent of the Organiser is for the Participants to present, in any graphic and descriptive form and to the extent necessary, in the Participant's opinion, a creative concept of programmatic and spatial solutions as a response to the guidelines and expectations regarding the new building of the K. Szymanowski Philharmonic in Kraków and its surrounding terrain. The Study is intended to be a kind of a manifesto and design creed expressed by the authors using the competition topic as an example, showcasing their way of thinking about the planning and subsequent operation and use of this specific cultural venue and the local development in the context of current environmental challenges, problems facing our civilisation and a forward-looking approach to its ongoing use.

- b) The Participants are expected to present their designs as schematics, sketches, diagrams or in any other form and scale chosen by the Participant.
- c) The Study should provide enough content to assess essential elements of the design, as well as functional and programmatic solutions, such as:
 - Principles of architectural and urban composition for the Study area and the context of its closer and remote surroundings. To be presented graphically on the attached map (Appendix 7a to these Terms and Conditions) at a scale of 1:1000;
 - the spatial and programmatic structure of the building, including communication and functional relationships between the programmatic elements, in particular between the main concert spaces and rehearsal rooms, taking into account the movement of the audience, performers and instruments, should be presented graphically as:
 - sketches and diagrams of the floor plans of all the floors in the building, broken down into rooms at a scale of 1:400;
 - a minimum of two (2) schematic cross-sections at a scale of 1:400 showing the main rooms, including concert halls and rehearsal rooms;
 - general assumptions and directions for architectural and material solutions, both external and internal. The exterior of the building as well as the general character of the interior of the Philharmonic Concert Hall should be presented in graphic form;
 - general assumptions and directions for acoustic solutions in a descriptive form containing, in particular, a description of the concept of mutual location of individual main concert halls and rehearsal rooms in the building (including in particular the Philharmonic Concert Hall, the Chamber Hall, orchestra rehearsal rooms, choir rehearsal rooms, double bass and harp rehearsal rooms, instrument storehouse) together with a brief description of the concept of movement of listeners, performers and instruments;
 - general assumptions and directions concerning accessibility for people with special needs;
 - general assumptions and directions of sustainable and climate-friendly solutions, including those related to energy efficiency of the building and solutions related to saving the costs of operating the Project.
- d) Provide preliminary estimates of the characteristics of the development and development, in particular as a result of the requirements of the Local Development Plan.

The estimates should take into account, in particular:

- the estimated total surface area of the building;
- the estimated floor area of the building;
- the estimated building area;
- the estimated biologically active area;

- the number and estimated surface area of above- and below-ground floors and the total height of the building;
 - number of parking spaces in the area.
- e) The Participants have to provide a preliminary estimate of the cost of completing the Project.
- f) Estimates of the Project and the cost of its implementation are not included within the limit of 3 A4 pages and can be presented on additional A4 sheets.

3) IDENTIFICATION CARD of the study.

The Study Identification Card constituting **Appendix no. 4b** to these Terms and Conditions as the only element of the electronic form of the Study should be affixed with a qualified electronic signature.

Electronic form with qualified electronic signature is required:

- a Competition Participant taking part in the Competition individually in the case of natural persons or
- an authorised person in accordance with the principle of representation to make statements of intent on behalf of the legal entity or organisational unit that is a Competition Participant, participating either individually or jointly, or
- a proxy acting on behalf of the Competition Participants taking part in the Competition jointly or a Competition Participant taking part in the Competition individually.

4) None of the above elements of the Study, with the exception of the IDENTIFICATION CARD, may bear the name of the Competition Participant or any other information enabling the identification of the author of the study or the Competition Participant before the Competition is settled by the Competition Jury.

A study that does not respect these requirements will not be assessed.

- 5) Materials outside the scope of the Competition will not be evaluated.
- 6) The Participant shall bear all costs associated with the preparation and submission of the Study. The Contracting Authority does not provide for reimbursement of these costs.

3. THE MANNER IN WHICH STUDIES ARE PREPARED, ANONYMISED AND SUBMITTED

1) The study or part of a study consists of:

- a) electronic form submitted via the EPK to the extent set out in section 3(2) below,
- b) Additionally, the Organiser requires the submission of the physical form of the study to the extent specified in section 3 (3) delivered to the Organiser's mailing address specified in Chapter I, section 1 against a receipt of submission of the Study constituting Appendix no. 4a to these Terms and Conditions.

The reason for the requirement to submit a physical form of the Study is the need to preserve the uniformity of the Participant's intended graphic character (colour shades, line width, etc.), which, in electronic form presented on displays characterised by different quality,, may not preserve the Participant's intended aesthetic effects, and which may affect their objective evaluation.

2) The electronic form of the Study must include:

a) **GRAPHIC PART** of the study:

- *files in TIF or JPG formats containing A3 sheets at 300 dpi (we recommend sending each sheet as a separate TIF or JPG file),*

b) **DESCRIPTIVE PART** of the study:

- *a single PDF file (at 300 dpi) with descriptive section and data*

c) **IDENTIFICATION CARD** of the study

- *file in the PDF format with qualified electronic signature attached*

NOTE: only the IDENTIFICATION CARD of the study should have a qualified electronic signature affixed to it.

It is imperative that the files with the GRAPHIC PART and the DESCRIPTIVE PART of the Study are not affixed with a qualified electronic signature under pain of exclusion from the Competition.

The Organiser allows for the possibility of submitting the electronic form of the Study as one or more electronic documents containing the compressed electronic documents referred to in section 3 (2) (a) and (b). (only the GRAPHIC PART and the DESCRIPTIVE PART) in a compressible format (e.g. ZIP file), provided that the size of a single compressed file does not exceed 100 MB (maximum size of a single file to be submitted via the EPK).

3) The physical form of the Study must include:

a) **GRAPHIC PART** of the study:

- *printed sheets in A3 format - it is recommended that the sheets are stapled together into one A3 booklet with the descriptive section on an A4 sheet.*

b) **DESCRIPTIVE PART** of the study:

- *printed A4 notebook - it is recommended that the descriptive part is stapled into one A3 booklet together with the graphic part.*

4) The manner in which the electronic form and the physical form of the Study are anonymised

- a) The Electronic Competition Platform assigns automatically and at random a three-digit Competition **Participant Identification Number** to a Competition Participant admitted to the Competition, based on the application for admission, anonymising the Competition Participant in relation to EPK users, the Organiser, the Competition Secretary and the Competition Jury. This number is sent to the Participant along with the information on admission to the Competition on the basis of the application for admission. The identification

number is known only to the Competition Participant. In any communications via the EPK (submission of Studies and Competition Works), only the number from which the correspondence originates is visible to the EPK User/Organiser/Competition Secretary.

This number is also used for encoding the Study by the Participant according to the rules listed below.

b) The Competition Participant must include the Participant Identification Number only:

- On the first page of the physical form of the DESCRIPTION PART as a blank sheet bearing only Competition Participant's Identification Number which can be removed by the Competition Secretary,
- in the IDENTIFICATION CARD.

NOTE:

- The Participant Identification Number **should not** appear on the GRAPHIC PART in either electronic or paper form.
- The Participant Identification Number **should not** appear on the DESCRIPTION PART of the electronic form.
- Any content contained in the files of the electronic form of the Study must not contain the Participant's Identification Number.

c) The Participants should take due care to ensure that the files are devoid of features enabling identification of the author(s) or Competition Participant(s), which may result in the Study not being accepted for evaluation.

It is recommended that the files are devoid of any metadata that would identify the author, authors or name of the Competition Participant. If the Study files contain metadata that may reveal the names of the Study authors to the members of the Competition Jury, this may result in the Study not being admitted for evaluation.

d) Materials submitted in electronic form must not be password protected or otherwise secured against their use by the Organiser. Files secured in any way will not be assessed.

e) It is recommended to save image files without layers and without layer descriptions.

A study submitted in breach of the anonymity principle will not be assessed by the Competition Jury.

5) The physical form of the Study must be a faithful reproduction of the content contained in the electronic form of the Study.

In the event of a discrepancy in content between the electronic form and the physical form of the Study, the electronic form of the Study shall be binding for the Organiser.

- 6) Physical form of the Study shall be submitted in packaging that prevents the contents of the package from being opened without a trace. The packaging should be described as follows:

“INTERNATIONAL, TWO-STAGE ARCHITECTURAL AND URBAN PLANNING COMPETITION FOR THE DEVELOPMENT OF A CONCEPT FOR THE NEW BUILDING OF THE K. SZYMANOWSKI PHILHARMONIC IN KRAKÓW”

and labelled with the Participant Identification Number.

- 7) The physical form of the Study must reach the Organiser by the date indicated in the Schedule (the date of receipt decides).

NOTE: it cannot be possible to determine the identity of the Competition Participant from any of the details provided on the packaging.

In addition, a receipt for the submission of the Study (Appendix 4a to these Terms and Conditions) must be enclosed in an open envelope with an address that is not that of the Competition Participant. A receipt will be sent back to this address.

- 8) The physical form of the Study sent by mail, messenger or delivered in any other way, which will reach the Organiser after the deadline for the submission of the Study, which will be confirmed in the prepared protocol, will not be considered submitted and may be collected by the Participant only at the Participant's expense except for a situation when the paper version of the Study arrives at a later date, for reasons beyond the Participant's control (e.g. courier's or postal operator's error), and the date and time of sending the Study to the Organiser indicate that the Study may have arrived before the deadline, which will be proved by the Competition Participant. In the situation indicated in the previous sentence, such a Study will be accepted for evaluation. A Study submitted by a Participant may only be withdrawn before the deadline for the submission of Studies.

a) Withdrawal of the physical form of the Study may take place upon presentation of the original receipt for submission of the Study, issued by the Organiser or a person or entity designated by the Organiser.

b) Withdrawal of the electronic form of the Study may be made by the Competition Participant through the EPK.

- 9) Amendments and additions to the Study may only be made before the deadline for submission of the Study.

In order to make changes to the Study, the Competition Participant must first withdraw the Study in accordance with the provisions of section 3(8). above, and then resubmit the Study according to the requirements for submission of the Study.

- 10) The Studies will be encrypted by the Competition Secretary by assigning an individual three-digit code to each Study. Minutes will be drawn up after this activity.

CHAPTER VI. EVALUATION OF STUDIES

1. CRITERIA FOR THE EVALUATION OF STUDIES

The studies will be evaluated according to the following criteria:

- 1) Criteria of primary importance** (this group includes equivalent criteria listed below)
 - a) The appropriateness of the urban and architectural fit of the new buildings and landscaping into the existing plot and its context.
 - b) The appropriateness of the general design assumptions adopted to express the directions and principles of programming, operation and use of the Project.
 - c) The appropriateness of the layout of the main concert halls and rehearsal rooms in the building and the effectiveness of the adopted concept of movement of listeners, performers and instruments.
- 2) Criteria of secondary importance** (the criteria listed below are equivalent)
 - a) The use of environmentally friendly and energy-efficient solutions and their effectiveness and validity.
 - b) The use of dedicated solutions for people with special needs - accessibility and inclusion.
 - c) The feasibility and economic optimisation of the solutions adopted in relation to the costs of implementing the Project and, in particular, the cost savings concerning its use.

2. PROCEDURE FOR EVALUATING STUDIES

- 1)** The evaluation of the Studies is carried out by the Competition Jury in closed sessions. In the course of its assessment, the Competition Jury makes a detailed analysis of the Studies, checking their conformity, as a rule, with the formal and content-related guidelines laid down in these Terms and Conditions, taking into account in its assessment the criteria laid down in section 1 of this Chapter.
- 2)** In its analysis of the Studies, the Competition Jury determines their conformity with these Terms and Conditions, following the principle of objective and factual assessment, while observing the principle of fair competition and taking into account the fact that this is the stage of elaboration at the study level, allowing for a certain generality of model nature of the proposed solutions.
- 3)** Studies which do not fully meet the requirements of these Terms and Conditions shall not be qualified for Stage II of the Competition, unless, in the opinion of the Competition Jury, there is a possibility of bringing the concept into line with the guidelines at a later stage of the design work, without fundamentally changing the concept.
- 4)** The Competition Jury evaluates the Studies taking into account the individual evaluation criteria in a holistic manner (aggregated criteria), following the principle of the integrity of individual features characterising the architectural objects and the development. In assessing the Studies, the criteria may be

considered separately, particularly in the case of the criterion related to the cost of the Project. In the case of this criterion, the Competition Jury will assess the overall estimated cost of the Project given by the Participants in the context of the estimated cost of the Project provided by the Organiser (Chapter III, section 4 (1), which may affect the overall assessment of the Project and the qualification of the Participant for Stage II of the Competition.

5) Rules for the evaluation, scoring and qualification of Studies for Stage II

- a) The evaluation of the Studies will be based on the analysis of the design and functional solutions presented in them in the context of the set evaluation criteria and the Competition Guidelines and on the casting of a vote (point) by each of the Competition Jury entitled to evaluate them, during an open or secret ballot.
- b) Each of the Competition Jury will have a number of votes according to the number of Studies to be assessed, with the understanding that 1 vote is equivalent to 1 point.
- c) The Competition Judge, when assessing the Studies, may not award their vote (point) to a particular Study and may cast only one vote (point) for one Study.
- d) Studies receiving a total of 3 points (votes) or fewer in a given vote will not proceed to further evaluation.
- e) The number of votes will depend on the number of Studies that have passed for further evaluation and the extent to which they meet the competition guidelines.
- f) Subsequent votes will eliminate from further evaluation those Studies which received the least number of votes (points) according to the above rule (see (d) above) until a group of the best Studies is selected which, in the opinion of the Competition Jury, fulfil the eligibility requirements for Stage II of the Competition. This will be followed by a final vote by the members of the Competition Jury in which up to five (5) Studies will be selected to qualify for Stage II of the Competition.

6) During the deliberations, minutes will be drawn up describing the activities of the Competition Jury together with the justification for the selection of up to five (5) best Studies and the ranking of all the Studies to be assessed. In the minutes, comments and recommendations will be given to the Studies that did not meet the recommendations of these Terms and Conditions, together with the reasons for their selection in the event that such Studies are qualified for Stage II of the Competition.

7) After evaluation of the Studies and selection of up to five (5) Studies qualified for Stage II of the Competition, the Competition Jury shall draw up the following:

- a) a list of the Studies together with a ranking of these Studies, including an indication of the Studies that have qualified for Stage II of the Competition,
- b) any comments made by members of the Competition Jury, together with their conclusions and recommendations, including an indication of the aspects of the Study that require clarification,

- c) any explanations by the Competition Participants,
- d) information, opinions and evaluation justification for all Studies,
- e) possible recommendations for the Studies qualified for Stage II of the Competition in the event where the solutions presented in the Studies differ from those preferred by the Organiser expressed in the guidelines of these Terms and Conditions, or if, in the opinion of the Competition Jury, the Participant misinterpreted some of the guidelines, while the Study is of such high value that it was qualified for Stage II of the Competition.

3. NOTIFICATION OF RESULTS OF SELECTION FOR STAGE II OF THE COMPETITION

The Organiser shall inform each Competition Participant who submitted an application for admission to the Competition individually of the results of the qualification of the five (5) best Studies to Stage II of the Competition and will post this information on the Competition Website without disclosing the names of the Competition Participants.

Due to the overarching principle of preserving the anonymity of the Competition Participants and the Studies submitted by them in relation to the members of the Competition Jury, the Organiser does not make public the names of the Competition Participants whose Studies have been qualified for Stage II of the Competition, but only the Participant Identification Number assigned to the Participant by the EPK.

CHAPTER VII.

METHOD OF DRAWING UP AND SUBMITTING THE COMPETITION WORKS

1. GENERAL INFORMATION ON THE PREPARATION OF THE COMPETITION WORKS

- 1) Only Competition Work meeting the following criteria may be accepted for evaluation in the Competition:
 - a) original (not infringing on the property rights of third parties) and previously unpublished;
 - b) conforming with the principle of anonymity;
 - c) compliant with the subject matter of the Competition as referred to in Chapter III, section 1;
 - d) does not contain variants;
 - e) is sufficiently clear and complete enough to enable its assessment,
 - f) has been submitted in the form required by these Terms and Conditions can be admitted to take part in the competition.,
 - g) is a creative continuation of the design proposals presented in the Study.
- 2) The Competition Work must clearly indicate the spatial, functional, programmatic and other solutions proposed by the Competition Participant that are relevant to the concept presented. Graphically, the Competition Work must be characterised by the clarity of the textual and graphic information.
- 3) Competition Works prepared in such a way that enables the identification of the Competition Participant shall be excluded.
- 4) Competition Works need to be submitted in accordance with the provisions in this Chapter.

2. CONTENT, MANNER AND FORM OF THE COMPETITION WORKS

- 1) The Competition work should comprise:
 - a) a **GRAPHIC PART** - charts in a 100x70 cm size, up to 6; a smaller number of charts is acceptable provided that the content listed in section 2(2) of this chapter is included.,
 - b) **DESCRIPTIVE PART** - a maximum of 10 A4 pages of text and, in addition, the buildings' programme table, the buildings' parameters table and the site balance table (constituting Attachment No. 6b to these Terms and Conditions), as well as the cost table of the Project and the costs of the Object of the service after the Competition (constituting Attachment No. 6a to these Terms and Conditions) and the boards of the graphic part reduced to A3 format;
 - c) **IDENTIFICATION CARD** of the Competition Work (Appendix 5b to these Terms and Conditions),
- 2) **GRAPHIC PART** of the Competition Work - content recommendations
 - a) Concept of land development within the boundaries of the competition study made on the enclosed map for design purposes at a scale of 1:500.

The drawing should include all elements of the development, including in particular:

- the location of the newly designed building - the drawing should show the roof plan and indicate the entrances to the building.
- road layout with a clear definition of the communication services for the building and the area in question (including fire safety, deliveries, car park, squares, pedestrian and bike paths);
- the layout of the pavement with an indication of the type of material used;
- location of street furniture, lighting and other landscaping elements;
- greenery layout, including new and existing greenery;
- the location of other facilities proposed by the Participants;
- characteristic height coordinates;

b) Diagram of view and spatial linkages with further surroundings.

c) Projections of all floors of the Philharmonic's building (including underground storeys) clearly and unambiguously depicting the layout of the rooms, the functional programme and the relationship between the elements of the programme on a scale of 1:250.

Descriptions of the rooms and their size on the views.

d) A minimum of 3 characteristic cross sections through the Philharmonic building at a scale of 1:250. Broken cross-sections are permitted.

e) For each of the three main halls (Philharmonic Concert Hall, Chamber Hall and Orchestra Rehearsal Hall) views (of all auditorium levels of the halls) and sections (including at least 1 longitudinal section and at least 2 cross-sections) are required at a 1:250 scale. The longitudinal section should be prepared along the axis of symmetry of the room. Cross-sections should be drawn perpendicular to the centreline of the stage or hall. Draft two independent cross sections for each room, one through the centre of the stage and one through the centre of the Hall. On the plans and sections, show and name the main design elements responsible for meeting the acoustic requirements and plot the main dimensions.

f) All façades of the Philharmonic building showcasing the character of the architecture and materials at a scale of 1:250.

g) One 'bird's eye view' visualisation from the building's main entrance.

h) 7 visualisations, including:

- one visualisation from a human perspective showing the most characteristic façade of the Philharmonic building and the entrance area,
- one visualisation of the interior of the Philharmonic building showing the entrance hall,

- two visualisations of the interior of the Philharmonic building showing the Philharmonic Concert Hall (view from the stage towards the auditorium, and view from the auditorium towards the stage),
 - one visualisation of the interior of the building showing the Chamber Hall,
 - one visualisation of the interior of the building showing the orchestra rehearsal room,
 - one visualisation of the interior of the building showing a typical communal space.
- i) Proposed internal and external solutions related to accessibility for people with special needs. These solutions may also be presented by the Participant exclusively on the drawings referred to above, e.g. by introducing an additional legend or markings, as well as on additional diagrams/drawings.
- j) Proposed internal and external solutions related to environmental and energy-saving aspects. These solutions may also be presented by the Participant exclusively on the drawings referred to above, e.g. by introducing an additional legend or markings, as well as on additional diagrams/drawings.
- k) Additional diagrams, sections, views and other drawings necessary for the presentation of the design concept may be included on the boards at the discretion of the Competition Participant.

Any graphic technique is acceptable for visualisations, including computer visualisations, hand-drawn perspective drawings, collages, etc., provided that they remain legible and unambiguous for the purposes of evaluation by the Competition Jury.

3) DESCRIPTIVE PART of the Competition Work - content recommendations

A maximum of 10 A4 pages of text (font size at least 11 pts) containing:

- a) an original description of the concept, explaining the idea behind the solutions adopted and a description taking into account the elements of the work that are difficult to show in the graphic part.
- b) The concept details concerning:
- the urban and architectural solutions;
 - functional and utility solutions;
 - material, technical and technological solutions, etc.
 - acoustic solutions, including in particular a description (1.5 A4 pages at most) of how the authors plan to achieve the acoustic requirements in the Philharmonic Concert Hall with regard to:
 - ensuring proper acoustic conditions for listeners;
 - ensuring proper acoustic conditions for the performers on stage;
 - ensuring that the room can be adapted for all the foreseeable functions of its use, including specifying the type, location and area (in m²) of the variable acoustic elements;

- ensuring that the shape and surface of the stage can be adapted for all the foreseeable functions of its use;
- ensuring the required level of background noise and the required sound insulation;

the description should include the basic dimensions of the Philharmonic Concert Hall, including the volume, height, width, length, distance from the edge of the stage to the furthest seat, the number of seats in the auditorium broken down by area and level, together with information on the adopted dimensions of the seats (width) and the spacing between rows. The area of the stage (range of values) and its width and depth must also be provided

- description (0.5 of an A4 page at most) of how the authors plan to achieve the acoustic requirements for the Chamber Hall and the three large rehearsal rooms (orchestra and both choirs)
- sound, lighting and stage mechanics solutions for the Philharmonic Concert Hall, Chamber Hall and Orchestra Rehearsal Hall,
- fire safety objectives,
- construction solutions,
- internal and external solutions related to accessibility for people with special needs;
- internal and external solutions related to environmental and energy-saving aspects, including in particular energy supply and rainwater management;
- spatial development and landscaping;
- greenery.

In addition, the DESCRIPTION should include:

- c) The building programme table (Appendix 6b1 to these Terms and Conditions).
- d) Table of basic building parameters (Appendix 6b2 to these Terms and Conditions)
- e) The balance table of the development area (Appendix 6b3 to these Terms and Conditions).
- f) Information on the estimated cost of implementing the Project and the cost of providing the service on the basis of the Competition Work (performance of the Object of the Contract) in accordance with Appendix 6a to these Terms and Conditions.

NOTE:

Works that do not contain the above information (f) will not be assessed.

- g) Boards of the GRAPHIC PART reduced to an A3 format.

4) IDENTIFICATION CARD of the Competition Work.

As the only element of the electronic form of the Competition Work, the identification card of the Competition Work constituting Appendix no. 5b to these Terms and Conditions must be affixed with a qualified electronic signature.

Electronic form with qualified electronic signature is required:

- *a Competition Participant taking part in the Competition individually in the case of natural persons or*
 - *an authorised person in accordance with the principle of representation to make statements of intent on behalf of the legal entity or organisational unit that is a Competition Participant, participating either individually or jointly, or*
 - *a proxy acting on behalf of the Competition Participants taking part in the Competition jointly or a Competition Participant taking part in the Competition individually.*
- 5) None of the above elements of the Competition Work, with the exception of the IDENTIFICATION CARD, may bear the name of the Competition Participant or any other information enabling the identification of the author of the Competition Work or the Competition Participant before the Competition is settled by the Competition Jury,
- Any work not respecting these requirements will be rejected** when the identification of the Competition Participant or author(s) by the members of the Competition Jury occurs.
- 6) Materials outside the scope of the Competition will not be evaluated.
- 7) The Participant shall bear all costs associated with the preparation and submission of the Competition Work. The organiser does not provide reimbursement of costs.

3. THE MANNER IN WHICH COMPETITION WORKS ARE PREPARED, ANONYMISED AND SUBMITTED

- 1) The competition work or part thereof shall be submitted:
- a) in electronic form via the EPK to the extent set out in section 3(2) below,
 - b) In addition, the Organiser requires the submission of the Competition Work in physical form in the scope specified in section 3 (3), (a) and (b) below to the Organiser's mailing address indicated in Chapter I, section 1, against the receipt of submission of the Competition Work, which constitutes Appendix no. 5a to these Terms and Conditions.

The reason for the requirement to submit physical form of the Competition Work is the need to preserve the uniformity of the Participant's intended graphic character (colour shades, line width, etc.), which, in electronic form presented on displays characterised by different quality, may not preserve the Participant's intended aesthetic effects, and which may affect their objective evaluation.

- 2) The electronic form of the Competition Work must include:

a) The **GRAPHIC PART** of the competition work:

- files in TIF or JPG formats containing 100x70cm sheets at 300 dpi (we recommend sending each sheet as a separate TIF or JPG file),

b) The **DESCRIPTIVE PART** of the Competition Work:

- one PDF file with the descriptive part, including all the elements of the descriptive part of the Competition Work listed in section 2(3) above (Note: Boards reduced in size to the A3 format, referred to in section 2(3)(g) - 300dpi),

c) **IDENTIFICATION CARD** of the Competition Work

- file in the PDF format with qualified electronic signature attached.

NOTE: only the IDENTIFICATION CARD of the Competition Work should have a qualified electronic signature affixed to it.

It is imperative that the files with the GRAPHIC PART and the DESCRIPTIVE PART of the Competition Work are not affixed with a qualified electronic signature under pain of exclusion from the Competition.

The Organiser allows for the possibility of submitting the electronic form of the Competition Work as one or several electronic documents containing compressed electronic documents referred to in section 3 (2) (a) and (b) (only the GRAPHIC PART and the DESCRIPTIVE PART) in a compressible format (e.g. ZIP file), provided that the size of a single compressed file does not exceed 100 MB (maximum size of a single file to be submitted via the EPK).

3) The physical form of the Competition Work must include:

a) The **GRAPHIC PART** of the competition work:

- printed boards in a 100x70 cm format glued on a rigid, lightweight backing.

b) The **DESCRIPTIVE PART** of the Competition Work:

- a printed A3-size book with all the elements of the DESCRIPTIVE PART of the Competition Work listed in section 2 (3) stapled into a single set. of this Chapter.

4) The manner in which the electronic form and the physical form of the Competition Work are anonymised

- a) The Electronic Competition Platform assigns automatically and at random a three-digit Competition **Participant Identification Number** to a Competition Participant admitted to the Competition, based on the application for admission, anonymising the Competition Participant in relation to EPK users, the Organiser, the Competition Secretary and the Competition Jury. This number is sent to the Participant along with the information on admission to the Competition on the basis of the application for admission. The identification number is known only to the Competition Participant. In any communications via the EPK (submission of Studies and Competition Works), only the number from which the correspondence originates is visible to the EPK User/Organiser/Competition Secretary.

This is the same Number with which the Competition Participant encoded the Study and it is also the same Number with which the Participant has to encode the Competition Work according to the terms listed below..

- b) The Competition Participant must include the Participant Identification Number only:
- On the first page of the physical form of the DESCRIPTION PART as a blank sheet bearing only Competition Participant's Identification Number which can be removed by the Competition Secretary,
 - in the IDENTIFICATION CARD.

NOTE:

- The Participant Identification Number **should not be** included on the GRAPHIC PART sheets in either electronic or paper form.
 - The Participant Identification Number **should not** appear on the DESCRIPTION PART of the electronic form.
- c) Any content contained in the files of the electronic form of the Competition Work must not contain the Participant's Identification Number.
- d) The Participants should take due care to ensure that the files are devoid of features enabling identification of the author(s) or Competition Participant(s), which may result in the Competition Work not being accepted for evaluation.

It is recommended that the files are devoid of any metadata that would identify the author, authors or name of the Competition Participant. If the files of the Competition Work contain metadata that may reveal the identity of the author of the Competition Work to the members of the Competition Jury, this may result in the refusal of the Competition Work for evaluation.

- 5) The physical form of the Competition Work must be a faithful reproduction of the content contained in the electronic form of the Study.

In the event of a discrepancy in content between the electronic form and the physical form of the Competition Work the electronic form of the Competition Work shall be binding for the Organiser.

- 6) Physical form of the Competition Work shall be submitted in packaging that prevents the contents of the package from being opened without a trace. The packaging must, under the pain of refusing the Competition Work, be described as follows:

“INTERNATIONAL, TWO-STAGE ARCHITECTURAL AND URBAN PLANNING COMPETITION FOR THE DEVELOPMENT OF A CONCEPT FOR THE NEW BUILDING OF THE K. SZYMANOWSKI PHILHARMONIC IN KRAKÓW”

and labelled with the Participant Identification Number.

- 7) The physical form of the Competition Work must reach the Organiser by the date indicated in the Schedule (the date of receipt decides).

NOTE: it cannot be possible to determine the identity of the Competition Participant from any of the details provided on the packaging. In addition, a receipt for the submission of the Competition Work (Appendix 5a to these Terms and Conditions) must be enclosed in an open envelope with an address that is not that of the Competition Participant. A receipt will be sent back to this address.

- 8) The physical form of the Competition Work sent by mail, messenger or delivered in any other way, which will reach the Organiser after the deadline for the submission of the Study, which will be confirmed in the prepared protocol, will not be considered submitted and may be collected by the Participant only at the Participant's expense except for a situation when the paper version of the Competition Work arrives at a later date, for reasons beyond the Participant's control (e.g. courier's or postal operator's error), and the date and time of sending the Study to the Organiser indicate that the Study may have arrived before the deadline, which will be proved by the Competition Participant. In the situation indicated in the previous sentence, such a Competition Work will be accepted for evaluation.
- 9) A Competition Work submitted by an Competition Participant may only be withdrawn before the deadline for the submission of the Competition Work.
 - a) Withdrawal of the physical form of the Competition Work may take place upon presentation of the original receipt for submission of the Competition Work, issued by the Organiser or a person or entity designated by the Organiser.
 - b) Withdrawal of the electronic form of the Competition Work may be made by the Competition Participant through the EPK.
- 10) Changes and additions to the Competition Work can only be made before the deadline for the submission of the Competition Work.

In order to make changes to the Competition Work, the Competition Participant must first withdraw the Competition Work in accordance with the provisions of section 3(9). above, and then resubmit the Competition Work in accordance with the requirements for the submission of Competition Works.
- 11) The Competition Works will be encrypted by the Competition Secretary by assigning an individual three-digit code to each Competition Work. Minutes will be drawn up after this activity.

CHAPTER VIII.

EVALUATION OF THE COMPETITION WORKS AND THE ADJUDICATION

1. CRITERIA FOR THE ASSESSMENT OF COMPETITION WORKS

Competition Works will be judged according to the following criteria:

- 1) Criteria** of primary importance (this group includes equivalent criteria listed below)
 - a) The appropriateness of the urban and architectural fit of the new buildings and landscaping into the existing plot and its context.
 - b) Attractiveness and originality of the proposed architectural solutions.
 - c) Effectiveness and soundness of spatial, functional and programmatic solutions of the building and development.
 - d) Effectiveness of the acoustic solutions used.
 - e) The appropriateness of the layout of the main concert halls and rehearsal rooms in the building and the effectiveness of the adopted concept of movement of listeners, performers and instruments.
 - f) The use of dedicated solutions for people with special needs - accessibility and inclusion.
 - g) The use of environmentally friendly and energy-efficient solutions, taking into account the acoustic requirements of concert halls, and their effectiveness and validity.
- 2) A secondary criterion**
 - a) The feasibility and economic optimisation of the solutions adopted in relation to the costs of implementing the Project and, in particular, the cost savings concerning its use.

2. PROCEDURE FOR THE ASSESSMENT OF COMPETITION WORKS AND COMPETITION ADJUDICATION

- 1)** The Evaluation of the Competition Works is carried out by the Competition Jury, in closed sessions. In the course of its assessment, the Competition Jury makes a detailed analysis of the Competition Works, checking their conformity, as a rule, with the formal and content-related guidelines laid down in these Terms and Conditions, taking into account in its assessment the criteria laid down in section 1 of this Chapter.
- 2)** In its analysis of the Competition Works, the Competition Jury found them to be in conformity with these Terms and Conditions, following the principle of objective and factual assessment of the Competition works, while observing the principle of fair competition and taking into account the fact that this is the stage of developing the Competition concept, which is generally characterised by a certain generality of the presented solutions.
- 3)** Competition Works which do not fully meet the requirements of these Terms and Conditions shall not be qualified for Stage II of the Competition, unless, in the opinion of the Competition Jury, there is a possibility of bringing the concept into line with the guidelines at a later stage of the design work, without fundamentally changing the concept.

- 4) The Competition Jury evaluates the Competition Works taking into account the individual evaluation criteria in a holistic manner (aggregated criteria) following the principle of the integrity of individual features characterising the architectural objects and the development. When analysing the Competition Works, the criteria can be considered separately especially in the case of:
- a) a criterion pertaining to the cost of implementing the Project. In the case of this criterion, the Competition Jury will assess the costs provided by the Participants for the execution of the Project in the context of the cost given by the Organiser for the execution of the Project (Chapter III, section 4 (1) of these Terms and Conditions), which may influence the overall assessment of the Work and the award of one of the Prizes.
 - b) a criterion pertaining to the effectiveness of the acoustic solutions used. For this criterion, issues for the main qualified acoustics rooms such as:
 - room geometry (shape, volume, dimensions, sound dispersion, type of finishing materials);
 - reverberation time and how it can be changed;
 - for Concert Halls - the method and its effectiveness for ensuring early reflections and early lateral reflections of sound towards the audience;
 - for Concert Halls - the stage and its surroundings, including acoustic conditions for performers and the suitability of the stage for the intended functions;
 - for Concert Halls - the shape of the auditorium, including the layout and seating arrangement in the Hall and the maximum distance to the stage from the furthest listener.
- 5) Any guidelines and factual information that may be found in these Terms and Conditions and Appendices are intentional in nature and must be considered by the Participants and incorporated in the Competition Works. Any substantive decision compliant or non-compliant with these guidelines will be subject to the assessment of the Competition Jury, whose primary consideration will be the selection of the best Competition Work also in the context of meeting the expectations of the Organiser.
- 6) Rules for the evaluation, scoring and selecting the best Competition Work:
- a) The evaluation of the Competition Works will be based on the analysis of the design and functional solutions presented in them in the context of the set evaluation criteria and the Competition Guidelines and on the casting of a vote (point) by each of the Competition Jury entitled to evaluate them, during an open or secret ballot.
 - b) Each of the Competition Jury will have a number of votes according to the number of Competition Works to be assessed, with the understanding that 1 vote is equivalent to 1 point.
 - c) The Competition Judge, in assessing the Competition Works, may not award their vote (point) to a given Competition Work. A Competition Judge may only cast one vote (point) per a single Competition Work.

- d) Competition Works receiving a total of 3 points (votes) or fewer in a given vote will not proceed to further evaluation.
 - e) The number of votes will depend on the number of Competition Works that have passed for further evaluation and the extent to which they meet the competition guidelines.
 - f) In successive votes, the Competition Works that received the least number of votes (points) according to the above rule will be eliminated from further evaluation until a group of the best Competition works is selected, which, in the opinion of the Competition Jury, meet the eligibility requirements for the 1st or 2nd Prize. This will be followed by a final vote by the members of the Competition Jury to select the Competition Works for which Prizes will be awarded.
 - g) The final vote, in the case of more than 2 Competition Works, may take the form of two, three or more votes, depending on the degree of consensus among the members of the Competition Jury in the selection of the best entry, e.g. a separate vote on the awarding of the 1st Prize and a separate vote on the awarding of the 2nd Prize.
 - h) The Competition Work with the highest total number of votes (points) for the 1st Prize as a result of the voting will be deemed the winning entry. The Competition Work with the highest total number of votes (points) for the 2nd Prize is entitled to receive the 2nd Prize. The remaining Competition Works are entitled to receive Prizes in the form of special mentions. The Competition Jury may, as a result of a vote, refuse to award the 1st Prize or any other Prizes.
- 7) During the deliberations of the Competition Jury, minutes will be drawn up describing the actions of the Competition Jury along with the justification for the selection of the best Competition Work and the ranking of all the Works assessed. The minutes will contain the comments on the Works that did not meet the recommendations listed in these Terms and Conditions, together with the reasons for their selection, in the event that such Works were awarded one of the Prizes.
- 8) The Competition Jury, after adjudicating the Competition, or selecting the best Competition Work and choosing the other Competition winners and awarding the Prizes, identifies the authors of all the Competition Works and then presents the results of the Competition to the Contracting Authority's Manager for approval. Minutes of the Competition Jury's meeting on the identification of all the Competition Works shall also be drawn up.
- 9) After the Competition has been adjudicated, the Competition Jury shall draw up:
- a) the list of Competition Works and their ranking,
 - b) any comments made by members of the Competition Jury, together with their conclusions and recommendations, including an indication of aspects of the Competition Work that require clarification at the Competition stage,
 - c) any explanations by the Competition Participants,
 - d) information, opinions and assessment rationale for all Competition Works,

- e) the reasons for the outcome of the Competition,
 - f) the Competition Jury's recommendations to the Work selected for implementation (1st Prize) or possible implementation (2nd Prize) in the event that the solutions presented in the Competition Work differ from those preferred by the Organiser and expressed in the guidelines of these Terms and Conditions or if, in the opinion of the Competition Jury, the Competition Participant misinterprets some of the guidelines, but the Competition Work is of such high value that it was awarded one of the Prizes.
- 10)** In the event of determining in the process of the identification of the Competition Works that the awarded Competition Work is not original or violates the copyrights of third parties, was submitted by a Participant who was not invited to submit a Competition Work, violated the rule of anonymous evaluation of the Competition Works, the Competition Participant appears in more than one Work such a Competition Work will be considered incompatible with these Terms and Conditions.
- 11)** If the situation described in section 2 (10) of this Chapter refers to a Competition Participant whose Competition Work was recognised as the best work (1st Prize) and the Competition Jury decided to award that Participant the Prize in the form of an invitation to negotiate a contract, the Organiser has the right to recognise the next Competition Work indicated in the Competition Jury's verdict report, namely the winner of the 2nd Prize, as the best and award it the Prize in the form of an invitation to negotiate a contract.

CHAPTER IX. PRIZES AND ANNOUNCEMENT OF COMPETITION RESULTS

1. PRIZES

- 1) Two cash prizes may be awarded in the Competition, namely the 1st Prize and 2nd Prize, where the first (1st) Prize is awarded to the best Competition Work. In addition, up to three cash prizes can be awarded in the form of special mentions.

The total amount earmarked by the Organiser for the cash prizes and special mentions shall be no less than **420,000.00 PLN gross**. Irrespective of the number of Prizes awarded, this amount will obligatorily be distributed in full to the Prize-winning Competition Works. In addition to the cash prizes, the Organiser envisages awarding a Prize in the form of an invitation to negotiate a contract for the provision of services based on the Competition Work to the Competition Participant whose Work receives the highest number of points (1st Prize) in the vote referred to in Chapter VIII, section 2.

- 2) The Organiser envisages awarding Prizes as follows:

- a) Cash prizes

- 1ST PRIZE

- a cash amount of **170,000.00 PLN gross**;

- 2ND PRIZE

- a cash amount of **100,000.00 PLN gross**;

- b) Up to three (3) cash prizes in the form of special mentions in the amount of **50,000.00 PLN gross** each.

- c) A prize in the form of an invitation to negotiate a contract for the provision of services based on the selected Competition Work for the Competition Participant whose Competition Work received the highest number of points.

- 3) Cash prizes are taxable in accordance with the relevant legislation. The Prizes will be paid out in accordance with the relevant provisions of the law, in particular:

- a) The Act of 26 July 1991 on Personal Income Tax;

- b) The Act of 15 February 1992 on Corporate Income Tax;

- c) The Act of 11 March 2004 on Value Added Tax.

- 4) The proposal for the award of specific prizes shall be drafted by the Competition Jury and approved by the Head of the Contracting Authority or a person authorised by them. The organiser reserves the right not to select the best entry or not to award individual prizes..

- 5) Should any of the statutory cash prizes not be awarded, the Jury may provide for a different distribution of the Prize pool, including Prizes awarded as special mentions, provided that the amounts of the statutory Prizes shall not be reduced..

- 6) The Competition Jury may propose that the 1st Prize in cash and the Prize in the form of an invitation to negotiate a contract for the provision of a service based on

the selected Competition Work be granted only to the Work that received the highest number of points (votes).

- 7) The Competition Jury may propose the awarding of a 2nd Prize in cash only to the Competition Work that received the second highest number of points (votes).
- 8) The Competition Jury may propose the awarding of monetary prizes in the form of special mentions to the remaining Competition Works that did not obtain a 1st or 2nd cash prize.
- 9) Upon payment of the cash prizes, the Organiser shall become the owner of the copies of the winning and distinguished Competition Works and the corresponding Studies. They will not be returned to Participants.
- 10) Cash prizes will be paid by the Contracting Authority within 60 days (but no less than 15 days) from the date of approval of the outcome of the Competition, with the proviso that this period may be extended in the event of appeals by Participants, until all appeals are finally resolved.
- 11) The Contracting Authority will, within a period of not less than 15 days and not more than 120 days from the date of approval of the adjudication of the Competition, invite the author of the best Competition Work awarded the 1st Prize to negotiate a contract for the provision of the service based on the selected Competition Work, with the reservation that this deadline may be extended in the event of the Participants' appeals, until the final settlement of all the appeals (including complaints to the Public Procurement Court).
- 12) It is a condition of the payment of the cash prizes and the invitation to negotiate a contract that:
 - a) the Competition Participant presents, when called upon by the Organiser, evidence or documents in support of the statements which the Participant submitted with the application for admission, confirming the lack of grounds for exclusion and the fulfilment of the conditions for participation in the Competition (in the case of the winner of the 1st or 2nd Prize);
 - b) Signing by the Competition Participants of a contract to transfer to the Organiser the author's economic rights in the fields of exploitation pertaining to the use of the work for the promotion of the Competition and the Organiser and the publication of the work. The provisions of this contract are described in Appendix 2 to these Terms and Conditions.
- 13) The Organiser shall not pay the cash prizes and/or invite the Participant who has obtained a Prize to negotiate a contract if the Competition Participant:
 - a) Fails to provide the required documents or evidence proving the fulfilment of the requirements referred to in section 1(12)(a) above, or the documents produced do not confirm the absence of grounds for exclusion and the fulfilment of the conditions of participation in the Competition (in the case of the 1st or 2nd Prize winners).
 - b) Fails to ensure the principle of anonymity in the competition proceedings or other obligations set out in these Terms and Conditions.

- c) Presented the Competition Work in violation of the copyrights of third parties.
- d) Refused to sign the contract on the transfer of economic copyright referred to in section 1(12)(b) above.

2. ANNOUNCEMENT OF COMPETITION RESULTS

- 1) Following the approval of the Competition Results or the cancellation of the competition, the Organiser will publish the results of the Competition on the Competition's Website and will notify, through the EPK, the Competition Participants of the results of the Competition and the scores obtained, stating the name and surname and place of residence or business name and the registered address of the author(s) and Participant(s) of the selected Competition Works.
- 2) In the event that the Organiser hosts an official, public announcement of the results of the Competition, the Organiser will notify the Participants of the Competition well in advance of the place and time of this event and post such information on the Competition Website.
- 3) Once the results of the Competition have been approved, the winning Competition works will be presented at a competition exhibition, during which a post-competition discussion will take place, of which the Organiser will notify the Participants separately and place relevant information on the Competition Website.

Competition Works that have not been awarded prizes, but the Participants have given their consent for their Competition Works to be published and made available, may be presented at the competition exhibition.

In accordance with the provisions of Article 358(4) of the Act, the Organiser (for the purpose of presenting all or selected Competition Works and/or Studies that did not receive Awards) included in the Identification Card of the Competition Work and Study a statement by the Competition Participant as to whether or not they consented to the presentation and sharing of the non-awarded Works and Studies.

- 4) The Competition works that did not win Prizes and their corresponding Studies, as well as the Studies that did not qualify for Stage II of the Competition, will be returned after the end of the Competition, with the return of the receipt for the submission of the Competition Work and/or Study. The works will be returned in person to the Participant or a person authorised by the Participant at a place and date indicated by the Organiser, following a request in writing.

CHAPTER X. COPYRIGHT

1. FIELDS OF EXPLOITATION OF THE COMPETITION WORKS AND PROVISIONS CONCERNING THE TRANSFER OF COPYRIGHTS TO THE BEST WORK

- 1) The Competition Works and Studies, neither in part nor in whole, may have not been made available to the public or otherwise disseminated before the date of public announcement of the Competition Results.
- 2) Irrespective of the date of payment of the Prizes and without any additional remuneration to the Competition Participants, the Organiser reserves the right of the first presentation and publicity of the awarded Competition Works and Studies in whole or in part by the Organiser or entities or persons indicated by the Organiser, with each time information about the authors of the works. By submitting an application for admission to the Competition together with the submission of the Competition Work, each Participant - within the scope of their moral rights - undertakes not to oppose the above-mentioned actions.
- 3) The Competition Participants who received the cash prizes and the Prize in the form of an invitation to negotiate a contract for the provision of a service based on the selected Competition Work are obliged to sign an agreement with the Organiser concerning the transfer of copyrights in the fields of exploitation related to the use of the work for information purposes, promotion of the Competition and the Organiser and publication of the work. The signing of the contract is a condition for the payment of the cash prizes. The provisions of this contract are described in Appendix 2 to these Terms and Conditions.
- 4) In order to use the Competition Works in the period between their submission and the signing of the agreement on the transfer of copyright referred to in section 1(3). above, the Competition Participants grant the Organiser, pursuant to the Act of 4 February 1994 on copyright and related rights, a free non-exclusive licence, unlimited in terms of territory and time, to use the Work for the purposes of conducting the Competition, information, advertising, promotion, marking or identification of the Organiser or the entity indicated by the Organiser, its programmes, broadcasts and publications, with the right to grant sub-licences in the following fields of exploitation:
 - a) to be included, fixed, reproduced and used in any scale or part in any published material, in particular in the form of printed publications, charts, computer disks and all types of digital recording media;
 - b) to be included and used in any scale or part in any published material;
 - c) to be uploaded in parts or in its entirety to the Internet and computer memory, posted and used as part of online publications;
 - d) to be used in multimedia works;
 - e) to be distributed in any scale or part, including public exhibition, display, reproduction and broadcasting and re-broadcasting by wired, wireless, terrestrial, satellite or Internet communication networks, making the work available in such a way that anyone can access it from a place and at a time individually chosen by them;

- f) use in any part;
 - g) lending for use.
- 5) The granting of a non-exclusive licence does not require signing a contract. For the granting of a non-exclusive licence, a statement to this effect in the application for admission to the Competition is sufficient.
- 6) When the results of the Competition are announced, the Participants who are the authors of the Competition Works that have been awarded the Prizes transfer to the Organiser the rights to the Competition Works and the Studies, which means the transfer of ownership of the originals and copies of the Competition Works and the Studies.
- 7) The right to exercise derivative rights to the works created for the Competition (namely the right to, among other things, alter, adapt, elaborate, change and update the work) as well as consent to commissioning the elaboration of the Work or exercising another derivative right to another designer and consent of the Competition Participant to the Organiser's use of the altered Work for the realization of the Project may occur in circumstances where the conclusion of a contract for the realization of the service on the basis of the selected Competition work is not reached, despite all efforts made by the Competition Participant and the Organiser aimed at concluding such a contract and both parties acting in good faith. Acquisition of the right to exercise derivative rights by the Contracting Authority will take place against a separate payment to the Competition Participant corresponding to the value of the concept, namely 6% of the value of the Design Documentation.

The organiser states that the above redemption option may be exercised only in the event of:

- a failure to negotiate a contract with the Winning Competition Participant;
- and
- a failure of negotiations as referred to in Chapter XI, section 2 (6). With the Competition Participant who was awarded the 2nd Prize or whose Competition Work was second in the order in which the Competition Works were judged.
- 8) The Competition Participant declares and guarantees that the Organiser's use of the Work will not infringe upon any rights of third parties, including third party proprietary and personal copyrights.
- 9) In the event of claims being made against the Contracting Authority by third parties for infringement of any intellectual property rights in the Works acquired from the Participant under these Terms and Conditions of the Competition, in particular copyright and related rights, the Participant shall:
- a) assume and settle the resulting claims against the Organiser;
 - b) return the Prize received within the time limit resulting from the request received;
 - c) indemnify the Organiser against any claims, proceedings, damages, losses, contractual penalties or any other expenses arising in connection with the use of the Works.

CHAPTER XI. OTHER PROVISIONS OF THESE TERMS AND CONDITIONS

1. GROUNDS FOR EXCLUSION FROM THE COMPETITION AND CONDITIONS FOR PARTICIPATION TO BE DETERMINED IN THE NEGOTIATIONS

1) A contractor who enters into negotiations for a public contract for the provision of services on the basis of the Competition Work must meet the following requirements:

a) Not be subject to exclusion on the basis of:

- Article 108(1) and Article 109(1)(1), (2)(a) and (b), (3), (4), and (8-10) of the Act;
- 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. (Dz.U [Journal of Laws] of 2023, item 129 as amended);
- Article 5k of Regulation 833/2014 as amended by Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's destabilising actions in Ukraine.

b) Meet the technical and professional capacity condition set by the Contracting Authority.

This condition will be considered fulfilled if the Contractor demonstrates that :

ba) they have experience in duly executing, within the last 15 years prior to receiving an invitation to negotiate, at least two (2) multi-disciplinary project documentation (comprising at least the construction project, detailed designs and the measurements), on the basis of which a final building permit decision was obtained, for the construction or reconstruction (excluding renovations) of a building belonging to categories IX, XII, XV or XVI, together with the author's supervision concerning those buildings for which this permit was issued, with a total area of at least 10 000 m² each;

bb) in addition to the condition indicated at the stage of admission to the Competition, at least the following persons:

- 1) a minimum of one person, Chief Acoustics Designer, who will take part in the preparation of the Design Documentation and exercising author's supervision, who within the last 15 years before receiving an invitation to participate in the negotiations, developed (as author or co-author) a project of sound protection and interior acoustics for at least two concert halls dedicated to classical music with an audience capacity of not less than 1,000 seats each and has carried out acoustic supervision of these projects up to the point of obtaining an occupancy permit, and has experience in preparing and carrying out acoustic measurements on a model of the concert hall on a scale of not less than 1 to 30,

- 2) a minimum of one person, a Stage Technology, Stage Lighting and Sound System Designer, who will participate in the preparation of the Design Documentation and will be the author's supervisor, and who in the period of the last 15 years before receiving an invitation to participate in the negotiations, developed (as author or co-author) a stage technology design, a stage lighting design and a sound system design for at least two concert halls dedicated to classical music or opera or theatre halls with an audience capacity of no less than 1,000 seats each, and supervised the stage technology, stage lighting and halls sound system projects until an occupancy permit was obtained,
- 3) a minimum of one person holding an unrestricted licence to design in the field of construction and civil engineering and being a member of the relevant chamber of professional industry government,
- 4) a minimum of one person holding an unrestricted licence to design in the field of installation of electrical and power networks, installations and equipment and being a member of the relevant chamber of professional industry government;
- 5) a minimum of one person holding an unlimited design licence in the field of installation of heating, ventilation, gas, water supply and sewage networks and equipment, and being a member of the relevant chamber of professional industry government;
- 6) a minimum of one person holding a construction licence without limitations in the telecommunications specialisation and being a member of the relevant chamber of professional industry government;
- 7) a minimum of one person holding a construction licence without limitations in the field of road design and being a member of the relevant chamber of professional industry government;
- 8) a minimum of one person with a degree in landscape architecture;

in persons with the appropriate qualifications and who are members of the relevant chambers of professional self-government, who check the project in accordance with these Terms and Conditions in force,

- c) Meet the economic or financial standing condition stipulated by the Contracting Authority.

This condition will be considered fulfilled if the Contractor proves that they are insured against civil liability to the extent of the activities pertaining to the subject matter of the order for a guarantee amount of at least 5,000,000.00 PLN (in words: five million PLN).

Should the Contractor indicate values expressed in currencies other than PLN to confirm that they meet the conditions for participation in the procedure, the Contracting Authority shall convert them into PLN. The average exchange rate of the National Bank of Poland in force on the day the invitation to negotiate is sent will be used for conversion.

- 2) Prior to the negotiations or in the course of negotiations the Contracting Authority shall require the following documents and/or statements from the Contractor in

order to confirm that there are no grounds for exclusion from the procedure and that the conditions for participation in the procedure are met:

In terms of conditions of participation:

- a) Documents confirming that the contractor is insured against civil liability in respect of its activities relating to the subject of the contract, with an indication of the guarantee amount of that insurance;
- b) A list of supplies or services completed, and in the case of periodic or continuous services, also being performed, in the last 3 years, and if the period of carrying out business activity is shorter, in this period, including the indication of their value, subject, date of completion, and of entities for which such supplies and services have been performed, and including evidence specifying whether such supplies or services were made or provided properly, with the evidence concerned being references or other documents prepared by the entity for which the supplies or services have been provided or, in the case of periodical or continuous services, are provided, and if the contractor, for reasons beyond its control, is unable to obtain such documents - a statement made by the contractor; in the case of repeated or continuous services, references or other documents confirming their proper provision should be issued within the last 3 months ** ***.
- c) A list of persons appointed by the contractor to carry out the public procurement contract, in particular, those responsible for providing services, quality control or managing the construction works, along with information on their professional qualifications, authorisations, experience and education necessary to carry out the public procurement contract, as well as the scope of activities carried out by them and information on the basis for managing such persons. The list should include the number of construction qualifications and licenses, if applicable.

Note: Equivalent qualifications obtained in other countries are also admissible, according to the principles set out in Article 12a of the Act of 7 July 1994 - Construction Law, taking into account the provisions of the Act of 22 December 2015 on the principles of recognition of professional qualifications acquired in the Member States of the European Union.

Regarding the absence of grounds for exclusion:

- a) information from the National Criminal Register regarding: Article 108(1)(1) i (2) of the Act, Article 108 (1) (4) of the Act, concerning the decision to prohibit a person from competing for a public contract as a criminal punishment measure, Article 109 (1) (2) (a) of the Act, Article 109, (1) (2) (b) of the Act, concerning the punishment for an offence for which a custodial sentence was imposed, Article 109 (1) (3) of the Act, concerning a conviction for a felony or a punishment for a misdemeanour for which a penalty of arrest has been imposed, made no earlier than 6 months before its submission;
- b) a certificate issued by a competent head of a tax office confirming that the Contractor is not in arrears with payment of taxes and fees, within the scope of Article 109(1)(1) of the PPL, issued not earlier than 3 months before the bid submission; In the case of arrears with payment of taxes or fees, documents

- to prove that the Contractor has paid the due taxes or fees with interest or fines respectively, or has concluded a binding agreement on payment of those receivables before the bid submission deadline;
- c) a certificate or another document from a proper field organizational unit of the Social Insurance Institution (ZUS) or a proper regional branch or a proper field unit of the Agricultural Social Insurance Fund (Kasa Rolniczego Ubezpieczenia Społecznego) confirming that the Contractor is not in arrears with payment of social and health insurance premiums, within the scope of art. 109(1)(1) of the Public Procurement Law, issued not earlier than 3 months before the bid submission, and in the case of arrears in payment of social and health insurance premiums, documents to prove that the Contractor has made, respectively before the bid submission deadline, payments of due social and health insurance premiums together with interest or fines, or has concluded a binding agreement on repayment of those receivables,
 - d) an extract or information from the National Court Register or from the Central Register and Information on Business Activity, within the scope of Article 109 (1) (4) of the Act, prepared not earlier than 3 months before its submission, if separate regulations require an entry in the register or register;
 - e) a statement by the Contractor that the information contained in the declaration referred to in Article 125 (1) of the Act, as regards the grounds for exclusion from the procedure indicated by the Contracting Authority, referred to in: Article 108 (1) (3) of the Act, Article 108 (1) (4) of the Act, concerning a ban on competing for a public contract as a preventive measure, Article 108 (1) (5) of the Act, concerning concluding with other Contractors an agreement aimed at distorting competition, Article 108 (1) (6) of the Act, Article 109 (1) (1) of the Act, concerning violation of obligations relating to the payment of taxes and local fees referred to in the of 12 January 1991 on local taxes and charges (Dz. U. [Journal of Laws] of 2022, item 1452), Article 109(1)(2)(b) of the of the Act, concerning punishment for an offence for which a penalty of restriction of liberty or a fine has been imposed, Article 109 (1) (3) of the Act, concerning punishment for an offence for which a penalty of restriction of liberty or a fine has been imposed, Article 109, (1) (8) and (100 of the Act.
- 3) Foreign participants, namely those with a registered office or place of residence outside the territory of the Republic of Poland, shall submit the relevant documents in accordance with the Regulation of the Minister of Development, Labour and Technology of 23 December 2020 on subjective means of proof and other documents or statements which the contracting authority may require from the contractor (Dz. U. [Journal of Laws] of 2020, item 2415) shall apply.

2. NEGOTIATED CONTRACT

- 1) The Competition Participant who has been awarded the Prize in the form of an invitation to negotiate a contract for the provision of services based on the Competition Work is obliged to enter negotiations at the place and time indicated in the invitation.
- 2) The subject of the negotiations shall be the determination of the content of the contract for the performance of the Subject of the Service, taking into account the

Essential Contract Provisions constituting Appendix no. 1 to these Terms and Conditions. Negotiations may pertain in particular to:

- a) the scope of the complete Project Documentation and other studies necessary for the implementation of the Project and the selection of the General Contractor for the construction works;
- b) the deadlines for the various stages of the contract;
- c) the amount of the contract performance bond;
- d) the amount of contractual penalties;
- e) the amount of remuneration for individual stages, on the understanding that the total cost of providing the Subject of the Service cannot exceed the amount referred to in Chapter III, section 4 of these Terms and Conditions.

The Contracting Authority allows for the possibility of negotiating provisions other than the above. Negotiations must not lead to a breach of the order award rationale.

- 3) The Organiser obliges the Competition Participant who was awarded the Prize in the form of an invitation to negotiate a contract for the provision of services based on the Competition Work to take into account any post-competition recommendations of the Competition Jury. In such circumstances, the post-competition recommendations of the Competition Jury to the selected Competition Work will form an integral part of the Agreement. The Contractor will also be required to take into account any comments from the Conservation Officer.
- 4) The Organiser may not conclude the contract for the performance of the Subject of the Service in the event of the occurrence of any premise resulting in the cancellation of the procedure in accordance with Article 255 of the Act.
- 5) The Organiser stipulates that the conclusion of the contract for the performance of the Subject of Service will be made after the Organiser obtains the ownership of the property.
- 6) If the contractual negotiations with the author of the selected Competition Work do not lead to the conclusion of a public procurement contract, the Contracting Authority may invite to negotiations the Competition Participant whose Competition Work received the second highest score.
- 7) Failure to conclude a contract for the performance of the Subject of the Service, in the event that no agreement is reached between the Contracting Authority and the Competition Participant at the negotiation stage, shall not constitute grounds for the Competition Participant to make any claims, including copyright claims.

3. KEY PROVISIONS TO BE INCLUDED IN THE PUBLIC PROCUREMENT CONTRACT.

The Material Contractual Provisions to be introduced into the public procurement contract are contained in Appendix 1 to these Terms and Conditions.

4. SUBJECT OF THE SERVICE

The Subject of the Service to be provided in the negotiated procurement procedure on the basis of the selected Competition Work is described in the Material Contractual Provisions, which will be introduced into the public procurement contract (Appendix no. 1 to these Terms and Conditions).

5. INDICATIVE DEADLINE FOR COMPLETION OF THE SERVICE

The indicative deadline for completion of the service is 68 months.

6. INFORMATION ON THE LEGAL REMEDIES AVAILABLE TO THE COMPETITION PARTICIPANTS.

- 1) The Competition Participant, as well as any other entity, if they have or had an interest in obtaining an order or a Prize in the Competition and has suffered or may suffer damage as a result of the Organiser's breach of the provisions of the Act, is entitled to the legal protection measures provided for in the provisions of the Act of 11 September 2019. - Public Procurement Law. The Act can be consulted on the website of the Public Procurement Office: www.uzp.gov.pl.
- 2) A Competitor may lodge an appeal under the terms of Section IX of the Act.
- 3) A complaint may be lodged with the Regional Court in Warsaw - the Public Procurement Court - against a judgement or decision of the National Board of Appeal terminating the appeal proceedings. The complaint shall be lodged through the President of the National Appeal Chamber within 14 days of the date of delivery of the judgement or decision of the National Appeal Chamber, at the same time sending a copy to the opponent of the complaint.

7. GDPR INFORMATION CLAUSE

Pursuant to Article 14(1) and (2) of 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 GDPR, be informed that:

1) Personal data controller

The controller of your personal data is The Małopolska Region with its seat in Kraków, Basztowa 22, 31-156 Kraków, mailing address: Raclawicka 56, 30-017 Kraków.

2) Data Protection Officer

Contact details of the Data Protection Officer - mailing address: Data Protection Officer, Marshal's Office of the Małopolska Region, Raclawicka 56, 30-017 Kraków; mail: iodo@umwm.malopolska.pl

3) The purposes of data processing

The Controller will process your personal data on the basis of Article 6(1)(b) of the GDPR for the purposes related to the Competition and the public procurement procedure launched after the Competition.

4) Categories of personal data

The Controller will process the following categories of your data: name, residential address, e-mail address, telephone number.

5) Data retention period

Your personal data will be kept for the period necessary until the date of the end of the Competition and of the contract award procedure initiated after the end of the Competition and of the negotiated contract procedure, and for the period necessary for archival purposes in accordance with the archival category specified in the Uniform File List for provincial self-government bodies and marshal offices.

6) Data subject rights

You have the right to exercise the rights regulated in Articles 10-21 of the GDPR.

7) Right to lodge a complaint with a supervisory authority

You have the right to lodge a complaint to the supervision authority, which in Poland is the President of the Office for Personal Data Protection.

8) Data recipients

Your personal data may be disclosed to other entities on the basis of the applicable law. Your personal data may be disclosed to processors in connection with the performance of contracts under which they have been entrusted with the processing of personal data.

9) Source of data

Your personal data comes from the Contractor of the Contract, the subject of which is to support the Contracting Authority in preparing and conducting the Competition, namely the Association of Polish Architects Kraków Branch, pl. Szczepański 6, 30-047 Kraków.

10) Information on automated processing of personal data, including profiling.

Your data will not be processed by automated means, including profiling.

CHAPTER XII.

APPENDICES TO THESE TERMS AND CONDITIONS AND MATERIALS FOR THE COMPETITION

1. FORMAL COMPETITION APPENDICES - INFORMATIONAL

1) Appendix no. 1

Material Contractual Provisions to be entered into the public procurement contract.

2) Appendix no. 2

A model agreement for the transfer of the author's economic rights to the selected Competition Work, together with a detailed specification of the fields of exploitation.

2. FORMAL COMPETITION APPENDICES - REQUIRED TO BE SUBMITTED AT THE ADMISSION APPLICATION STAGE

1) Appendix no. 3a

Model application form for the Competition.

2) Appendix no. 3b

Statement of not being excluded from the Competition on the basis of:

- Article 108(1) and Article 109(1)(1), (2)(a) and (b), (3), (4) , (6) and (8-10) of the Act,
- 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.
- Article 5k of Regulation 833/2014 as amended by Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's destabilising actions in Ukraine.

3) Appendix no. 3c

A statement on the fulfilment of the condition for participation in the Competition regarding technical and professional capacity in terms of education and professional qualifications, as specified by the Organiser.

4) Appendix no. 3d

A statement by the entity providing the resources.

5) Appendix no. 3e

Model power of attorney for the representative of a Competition Participant participating in the Competition individually.

6) Appendix no. 3f

Model power of attorney for the representative of Competition Participants jointly taking part in the Competition.

3. FORMAL COMPETITION APPENDICES - REQUIRED TO BE SUBMITTED AT THE STUDY SUBMISSION STAGE

1) Appendix 4a

Model receipt for submission of the physical form of the Study.

2) Appendix no. 4b

Model identification card of the Study.

4. FORMAL COMPETITION APPENDICES - REQUIRED TO BE SUBMITTED AT THE COMPETITION WORK SUBMISSION STAGE

1) Appendix no. 5a

Model receipt for submission of a physical form of the Competition Work.

2) Appendix no. 5b

Model identification card for the Competition Work.

5. DESIGN APPENDICES FOR THE COMPETITION TO BE FILLED IN BY THE COMPETITION PARTICIPANT AND SUBMITTED AS A COMPONENT OF THE DESCRIPTIVE PART OF THE STUDY AND/OR THE COMPETITION WORK

1) Appendix no. 6a

Information on the planned costs of implementation of the Project and the costs of performing the Subject of the Service.

2) Appendix no. 6b (6b1, 6b2, 6b3)

a) Programming Table 1 for the building (Appendix 6b1).

b) Parameter Table 2 for the building (Appendix 6b2).

c) Table 3 - the balance of the development site (Appendix 6b3).

6. DESIGN AND INFORMATION APPENDICES FORMING THE BASIS FOR THE COMPETITION CONCEPT

1) Appendix no. 7a

Design map for the Competition development area with the development boundaries plotted.

2) Appendix no. 7b

Assumptions and guidelines for the development of the competition concept:

f) Appendix 7b1 - Programme and guidelines (text)

g) Appendix 7b2 - Programme and Guidelines (Programming table)

3) Appendix no. 7c

Extract from the local spatial development plan for the Grzegórzki - Centrum district.

4) Appendix no. 7d

a) Appendix no. 7d1 - Geotechnical opinion with documentation of ground investigation.

b) Appendix 7d2 - Preliminary geotechnical analysis on hydrogeological conditions.

5) Appendix no. 7e

- a) Appendix 7e1 - Dendrological inventory.
- b) Appendix 7e2 - Nature inventory

6) Appendix no. 7f

Acoustic guidelines.

7) Appendix 7g

Information requirements for the BIM model standard.

8) Appendix no. 7h

Information from media.

9) Appendix no. 7i

Photographs of the development site and its context, including photographs and drone video.

NOTE:

The above Appendices to these Terms and Conditions may only be used by the Competition Participants for purposes related to this Competition.