

Żory, 27.07.2021 r.

REQUEST FOR QUOTATION NO 1/1.1.1/2021

as part of the project entitled
"Innovative aluminium profiles with uniform usable properties, manufactured by autonomous system of continuous adjustment and optimization of the extrusion process."
co-financed under
Operational Program Intelligent Development 2014-2020,
priority axis 1. Support for R&D works by enterprises,
Measure 1.1. R&D projects of enterprises,
Sub-measure 1.1.1. Industrial research and development work carried out by enterprises
Co-financing agreement number POIR.01.01.01-00-0238 / 20-00
and in connection with the obligation to make purchases based on the most economically advantageous offer,
in accordance with the principles of fair competition, efficiency, openness and transparency, the company
EXTRAL Sp. zoo. submits an inquiry for the purchase of the installation and commissioning of a pilot line for the
production of innovative aluminum profiles and uniform functional properties

I. ORDERING PARTY

EXTRAL Sp. z o.o.
ul. Wygoda 2
44-240 Żory
NIP: 5342375148
REGON: 141217747
KRS: 0000294931
www: www.extral.com

hereinafter referred to as the "Company" or "Ordering Party".

Contact person:

PIOTR BENISZ –Production director
Phone +48 32 78 79 360
+48 664 089 144
e-mail: przetargi@extral.com

II. CONTRACT AWARD MODE

II.1. The contract award procedure is conducted in the form of a request for quotation in accordance with the principle of competition, and the manner of incurring expenses in accordance with the principle of fair competition, efficiency, openness, transparency and equal access.

II.2. The contracting authority will make every effort to avoid a conflict of interest understood as a lack of impartiality and objectivity

II.3. This procedure is not subject to the provisions of the Public Procurement Law of January 29, 2004 (Journal of Laws of 2019, item 1843, as amended).

II.4. The ordering party reserves the right to:

- a. changing the content of the request for quotation, including changes to the terms of the procedure,
- b. closing the procedure without selecting any of the offers or canceling the procedure at any stage, without giving any reason.

II.5. The Ordering Party reserves the right to request Bidders at any stage of the procedure for additional information, documents or explanations. The contact between the Ordering Party and the Bidder will take place via electronic means indicated in the offer sent by the Bidder.

II.6. The Ordering Party reserves the right to negotiate with all Bidders who submitted an offer that meets the access conditions (ie the conditions for participation in the procedure) indicated in the request for quotation. Negotiations will be conducted according to the following rules:

- a. after the deadline for submitting bids, the Ordering Party shall notify all Bidders who submitted non-rejected bids about the possibility of conducting negotiations and invite these Bidders to negotiate, agreeing individual meeting dates with each of the Bidders,
 - b. arrangements regarding the date of negotiations will be carried out by e-mail, at the address indicated in the offer forms,
 - c. only parameters that constitute the criteria for evaluating offers are negotiable,
 - d. the course of negotiations is documented in the form of a written protocol, signed by the negotiating teams of the Ordering Party and the Bidder,
 - e. on the date indicated by the Ordering Party, the Bidder shall submit a modified offer, taking into account the negotiation arrangements. The modified offer may not contain less favorable conditions than the original offer,
 - f. if the Bidder refuses to participate in the negotiations, the negotiations do not lead to binding arrangements or the Bidder fails to submit a modified offer, the originally submitted offer of the Bidder is subject to evaluation,
 - g. The Ordering Party shall, without undue delay, evaluate the offers and select the Contractor whose offer is the most advantageous,
 - h. The Ordering Party may require the Bidders to consent to the extension of the period of validity of the offer.
- II.7. In the event of closing the procedure without selecting a Contractor or canceling the procedure, the Ordering Party shall immediately notify the Bidders who submitted offers and publish relevant information.
- II.8. This inquiry does not oblige the Ordering Party to conclude a contract.
- II.9. Within the framework of this procedure, the Ordering Party does not allow partial offers.
- II.10. Within the framework of this procedure, the Ordering Party does not allow for the submission of variants.
- II.11. Submitting an offer is tantamount to accepting without reservations the content of this request for quotation with attachments.
- II.12. Documentation related to this request for quotation (including attachments) may be prepared in Polish or English.
- II.13. In the event of any doubts as to the content of the documents relating to the procedure in question, the binding language is Polish, in particular the detailed technical specification of the subject of the contract.

III.DESRIPTION OF THE SUBJECT OF THE CONTRACT

Type of contract: delivery

CPV Code: 42000000-6 Industrial machines

The place of implementation of the subject of the contract is: EXTRAL sp. z o.o.; ul. Wygoda 2; 44-240-Żory

The subject of the contract is the purchase of components and the construction of a complete new, innovative pilot line for the production of aluminum alloy profiles.

Description of the subject of the contract:

1. Element for the construction of a pilot line - devices for billet preparation:
 - Loading table for logs to the furnace - 1 pc.
 - Gas-fired heating furnace-1 pc.
 - Log cutting saw - 1 pc.
 - Magnetic heater - 1 pc.
 - Manipulator for transporting the billet to the press feeder – 1 pc.

2. Element for the construction of the Pilot Line - Concurrent press:
 - Front loading concurrent press with billet feeder - 1 pc.
 - Cooling system consisting of two bathtubs equipped with directional air and water cooling nozzles - 1 pc.
 - Puller system with tensometers- 1 pc.
 - Billet temperature control system - 1 pc.
3. Element for the construction of the Pilot line - Optical pyrometers:
 - Optical pyrometers
4. Element for the construction of the Pilot line - Profile transport system:
 - 1.5MN stretcher machine
 - Handling table with 5 belts section for profile transportation across to the extrusion direction
 - Gauge table with stopper
 - Transport table with belts for stacking profiles
 - 60m run out table
 - Lead out table with movable rollers - 1 pc.
 - 1200mm wide finish saw roller conveyor
5. Element for the construction of the Pilot line - Saw for cutting profiles
 - Finishing saw machine
 - Double stacker with spacers distribution unit
6. Element for the construction of the Pilot line - "Black box":
 - "Black box"

Detailed technical specification of machines and devices covered by the subject of the contract can be found in Appendix 1 to the Inquiry "Detailed technical specification of the subject of the contract" and in Appendix 2 "Line layout".

Date of completion of the subject of the contract:

Time limit for the performance of the subject of the contract: 8 months from the conclusion of the contract with the selected Bidder. The deadline for completing the subject of the contract is an admissible condition. Offers that indicate a longer term of the subject of the contract will be rejected. Completion of the subject of the contract is understood as the signing by the Ordering Party of the final acceptance protocol without material defects, during which the final confirmation of the achievement and compliance with the technical conditions of the installation operation takes place. Only those offers whose completion date is specified in this inquiry or less than 8 months from the conclusion of the contract with the selected bidder are admitted to the evaluation.

The contracting authority reserves the right to change the date of implementation of the subject of the order (contract) based on the status of the project implementation or in the event of force majeure or other conditions for the implementation of the co-financing contract.

Due to the fact that the implementation of the subject of the order covered by this request for quotation is closely related to the project implemented by the Ordering Party, for which the Ordering Party has signed a co-financing agreement, and due to the rigors related to the period of expenditure eligibility related to, among others, with the timely commissioning of the research equipment for use, the content of the contract for the implementation of the subject of the order will include provisions regarding, inter alia, contractual penalties related to the delays, specified in point VI.4.

IV. CONDITIONS FOR PARTICIPATION IN THE PROCEDURE AND DESCRIPTION OF THE METHOD OF THE ASSESSMENT OF THEIR FULFILLMENT

Conditions for participation in the procedure:

- IV.1. Bidders may apply for the award of the contract who:
 - a. are authorized to perform a specific action or activity, if the regulations impose an obligation to have such powers - a condition confirmed by a declaration,

- b. operate in accordance with the description of the subject of the contract - a condition confirmed by a declaration,
- c. have the necessary knowledge and experience, and have technical potential and people capable of performing the contract - a condition confirmed by a declaration,
- d. are in a stable economic and financial situation ensuring the performance of the contract - a condition confirmed by a declaration,
- e. are not in liquidation or declared bankruptcy - condition confirmed by a declaration,
- f. are not in arrears with the payment of public and legal fees, taxes or social or health insurance contributions - the Bidder will submit a declaration that he is not in arrears due to the above-mentioned receivables (public and legal fees, taxes, social or health insurance contributions) - a condition confirmed by a declaration,
- g. have a civil liability insurance policy for their business activity - the Bidder will submit a declaration that within 60 days of signing the contract he will have an appropriate third party liability insurance policy for the equivalent of at least 5,000,000.00 € on the day of signing the contract with the selected bidder. The policy will be valid / prolonged for the entire duration of the contract for the value indicated above and the Bidder will provide the Ordering Party with a copy of the policy together with a confirmation of premium payment no later than 60 days after the conclusion of the contract,
- h. have not been legally convicted of an offense committed in connection with the contract award procedure, the crime of bribery, an offense against economic turnover or any other crime committed in order to gain financial benefits - applies to a partner in a general partnership, partner or member of the management board of a partner company, general partner of a limited partnership and limited joint-stock partnership; a member of the management body of a legal person - a condition confirmed by a declaration,

IV.2. Additional conditions for participation in the procedure:

- The Bidder guarantees that the machines and devices supplied by him will be brand new, free from any physical and legal defects, in particular that they do not infringe any intellectual property rights of third parties and any proprietary copyrights, protection rights for a trademark, patents or rights under registration of industrial / utility models.
- The Bidder undertakes to ensure the compatibility of the machines and devices supplied by him.
- The Bidder may submit one offer for the equipment.
- The offer should be valid for a minimum of 60 days from the date of its submission.
- The offer meets the requirements described in Appendix No. 1 to the Inquiry "Detailed technical specification of the subject of the contract" and Appendix No. 2 "Line layout".
- The Ordering Party does not provide for the possibility of submitting variants or partial offers.
- The Ordering Party will verify the compliance of the submitted offer with the requirements of the description of the subject of the contract by examining the completeness of the documents sent. Failure by the Bidder to meet at least one of the requirements (being the admitting conditions) will mean that the offer will be rejected and will not be subject to further evaluation. The verification will be made in the form of a checklist constituting Appendix No. 7 "List of criteria for admission to the bid evaluation stage" filled out by the Bidder.

IV.3. Excluded from applying for the contract are Bidders who:

- a. do not meet the conditions specified in IV.1 and IV.2 of this request for quotation;
- b. in the last 3 years prior to the commencement of the procedure, they caused damage by not performing the contract or by performing it improperly, and the damage has not been voluntarily remedied by the date of initiation of the procedure, unless the non-performance or improper performance is a consequence of circumstances for which the Bidder is not responsible. The Ordering Party will therefore exclude the Bidder from the proceedings if the following conditions are jointly met:

- (1) in the last 3 years prior to the commencement of the procedure, he caused damage by not performing the contract or by performing it improperly,
 - (2) the damage was not voluntarily remedied by him until the proceedings were instituted,
 - (3) a contrario, non-performance or improper performance of the contract is a consequence of circumstances for which the Bidder is responsible.
- c. natural persons who have been legally convicted of an offense committed in connection with the contract award procedure, a crime against the rights of persons performing paid work, an offense against the environment, a crime of bribery, an offense against economic turnover or another crime committed for financial gain, as well as for a fiscal offense or the offense of participating in an organized group or association aimed at committing a crime or fiscal offense,
 - d. a general partnership, the partner of which has been legally convicted of an offense committed in connection with the contract award procedure, a crime against the rights of persons performing paid work, an offense against the environment, a crime of bribery, an offense against economic turnover or another crime committed for financial gain, and also for a fiscal offense or the offense of participating in an organized group or association aimed at committing a crime or fiscal offense,
 - e. a partner company whose partner or member of the management board has been legally convicted of an offense committed in connection with the contract award procedure, an offense against the rights of people performing paid work, a crime against the environment, an offense against bribery, an offense against economic turnover or another offense committed for profit property, as well as for a fiscal offense or the offense of participating in an organized group or association aimed at committing a crime or fiscal offense,
 - f. a limited partnership or a limited joint-stock partnership, the general partner of which has been legally convicted of an offense committed in connection with the contract award procedure, an offense against the rights of paid persons, an offense against the environment, an offense against bribery, an offense against economic turnover or another offense committed in in order to achieve financial benefits, as well as for a fiscal offense or the offense of participating in an organized group or association aimed at committing a crime or fiscal offense,
 - g. a legal person whose current member of the management body has been legally convicted of a crime committed in connection with the contract award procedure, an offense against the rights of paid persons, an offense against the environment, an offense against bribery, an offense against economic turnover or another offense committed for profit property, as well as for a fiscal offense or the offense of participating in an organized group or association aimed at committing a crime or fiscal offense,
 - h. a collective entity against which the court has ruled a ban on applying for contracts, pursuant to the provisions of the liability of collective entities for acts prohibited under penalty.

IV.4. Bidders who are personally or capital-related with the Ordering Party (interrelationships between the Ordering Party or persons authorized to incur obligations on behalf of the Ordering Party or persons performing on behalf of the Ordering Party activities related to the Contractor selection procedure and the Bidder) will be excluded from applying for the award of the contract - condition confirmed statement.

Capital or personal ties are understood as interrelationships between the Ordering Party or persons authorized to incur obligations on behalf of the Ordering Party or persons performing on behalf of the Ordering Party activities related to the preparation and conduct of the Contractor selection procedure and the Contractor, in particular:

- participating in the company as a partner in a civil partnership or partnership,
- owning at least 10% of shares or stocks,
- acting as a member of the supervisory or management body, proxy,

- being married, in relationship of kinship or affinity in a straight line, kinship of the second degree or affinity in the lateral line, or in relation to adoption, care or guardianship.

V. ASSESSMENT CRITERIA

Offers prepared in accordance with the requirements, not subject to exclusion and meeting the conditions for participation in the procedure, will be assessed according to the following criteria:

Assessment criterion	Maximum scoring	Method of assessment
Net price [PLN] ¹	50 pts	(lowest price / tested price) x 50 pts
Commissioning date [month]	35 pts	(shortest term / tested term) x 35 pts Assuming that the max. commissioning date is 8 months from the date of signing the contract
Warranty period [years]	15 pts	1-2 years = 5 pts 3-5 years = 10 pts Over 5 years = pts

- An offer may receive a maximum of 100 points.
- The final number of points will be calculated as the sum of the points obtained in the individual evaluation criteria.
- Scores will be rounded up to two decimal places.
- The most economically and qualitatively advantageous offer will be the one that is not subject to exclusion, meets the conditions for participation in the procedure and receives the highest number of points in the course of the evaluation.
- If several offers receive the same number of points within the request for quotation, the criterion for selecting the supplier will be the date of commissioning.
- In the case of a Contractor whose offer may contain an abnormally low price in relation to the subject of the contract, the Ordering Party reserves the right to request him to submit appropriate explanations and present the method of calculating the net price of the contract. A price can be considered abnormally low if it is at least 30% lower than the estimated value of the contract or the arithmetic average of the prices of all submitted non-rejected bids. The Ordering Party will reject the offer of a Contractor who has not submitted explanations or has not submitted them within the prescribed period of 2 working days or if the assessment of the explanations together with the evidence provided confirms that the offer contains an abnormally low price in relation to the subject of the contract. The obligation to prove that the offer does not contain an abnormally low price rests with the Contractor.
- The Ordering Party reserves the right to recall or cancel the tender procedure at any stage without giving any reason. In this case, the Bidders are not entitled to any claims against the Ordering Party.

Assessment method:

- The evaluation of the offers will be carried out on the basis of the evaluation criteria specified in point V.
- Only complete offers submitted within the time limit specified in point VIII.
- The evaluation of the offers will be made within 14 days from the deadline for submitting the offers.
- The selection of the best offer is made by the Competition Commission.
- During the analysis of the offers, the Ordering Party may ask the Bidder for additional explanations or supplements, if the information contained in the offer does not allow for an

¹In the case of bids submitted in a foreign currency, the average exchange rate of the National Bank of Poland on the day of the evaluation will be used.

objective evaluation of the offer. For answers related to the clarification of the offer, it is assumed 2 working days from the date of delivery by the Ordering Party of the inquiry / request for clarification.

- After analyzing and evaluating the offers, the Ordering Party will inform about the selection of the most advantageous offer on the Competitiveness Database (<https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl>).
- Incomplete offers and those without the required appendixes will be rejected for formal reasons.
- Offers that do not meet the requirements described in Appendix 1 to the Inquiry "Detailed technical specification of the subject of the contract" and Appendix 2 "Line layout" will be treated as invalid - will not be assessed.
- Bids submitted after the deadline will be considered invalid - they will not be assessed.
- Due to the rejection of the offer, the participants in the procedure are not entitled to any claims against the Employer

VI. INFORMATION ON THE PROPER PERFORMANCE OF THE CONTRACT REQUESTED BY THE ORDERING PARTY (IF THE CONTRACTING PARTY REQUESTS SUCH SECURITY):

VI.1. The Ordering Party reserves the right to request from the Bidder whose offer has been selected for additional security for the proper performance of the contract, hereinafter referred to as "security".

VI.2. The security will be used to cover claims for non-performance or improper performance of the contract and for the return of the advance paid to the Bidder, and in the period after the acceptance of the contract subject, as detailed in the contract, claims for and removal of defects and faults in the subject of the contract. If the Bidder is also the guarantor, the security will also serve to cover claims under the quality guarantee.

VI.3. A detailed description of the requested securities will be presented in the contract.

VI.4 Notwithstanding the foregoing, the Bidder accepts that by submitting the offer, he undertakes to agree to introduce the following provision on contractual penalties into the contract:

The Contractor will be obliged to pay a contractual penalty to the Ordering Party in the event of:

- delays in the performance of tasks under the contract - 0.5% of the total contract amount for each full week of delay, up to a maximum of 5% of the total contract amount - separately for each task.
- delays in removing critical defects of the Equipment - in the amount of 0.5% of the total contract amount for each 3 full days (starting from the end of 36 hours) of delay, up to a maximum of 5% of the total price.
- downtime of the Equipment during the warranty period caused by a failure of the Equipment exceeding a total of 3 days in two consecutive months - in the amount of 0.1% of the total contract amount for each additional day of downtime, up to a maximum of 5% of the total contract price;
- withdrawal from the Agreement by one of the Parties due to circumstances for which the Contractor is responsible - in the amount of 5% of the total contract amount.

VII. METHOD OF PREPARING AND SUBMITTING OFFERS

- The offer should contain at least:
 1. bidder's details
 2. date of the offer
 3. net price
 4. order completion date
 5. warranty period
 6. terms and date of payment
 7. offer validity date
 8. technical data of the device allowing for parameter verification (e.g. data sheet)
 9. signed declarations constituting appendix to this inquiry

- A bidder may submit only one offer.
- The offer with the required attachments should be prepared in Polish or English. Documents drawn up in another language should be submitted together with a translation into Polish.
- The offer with attachments should be signed by persons authorized to represent the Bidder in accordance with the registration document or in accordance with the power of attorney.
- The Bidder may ask the Ordering Party to clarify the content of the inquiry. The Ordering Party will provide explanations if the inquiry has been received by the Ordering Party no later than 2 working days (Monday from 8:00 a.m. to Friday until 4:00 p.m., excluding public holidays) before the deadline for submitting offers. The questions of contracting authority are published in the same way as the inquiry was published.
- At each stage of the procedure, in the course of examination and evaluation of offers, the Ordering Party reserves the right to request from the Bidders additional information that it deems necessary for a reliable evaluation of the submitted offers.
- The Ordering Party informs that the offers submitted in the procurement procedure are open to the public. Offers are made available at the written request of Bidders who submitted tenders in the procedure, with the exception of information constituting a business secret within the meaning of the provisions on suppressing unfair competition, if the Bidder, no later than the deadline for submitting tenders, stipulated that they cannot be made available and has demonstrated that the restricted information constitutes a trade secret. A trade secret within the meaning of the Act of April 16, 1993 on Suppressing Unfair Competition (i.e. Journal of Laws of 2020, item 1913) is understood as technical, technological, organizational information, or other information of value not disclosed to the public, business, for which the entrepreneur has taken the necessary steps to maintain their confidentiality.
- The cost of preparing and submitting the offer is covered by the Bidder.

Method of submitting an offer:

1. Written form - the offer should be placed in a closed envelope, the description of the envelope should contain: the name and address of the Ordering Party, the name and address of the Bidder and the number of the request for quotation. The envelope should be sent by traditional mail or courier or submitted in person at the seat of the Ordering Party (in accordance with point I).

OR

2. Electronic form - the offer should be prepared just like the offer submitted in writing - scans of signed documents should be sent to the e-mail address of the Ordering Party indicated in point I. In the subject line of the e-mail, please indicate the number of the inquiry.

VIII. PLACE, DATE AND PROCEDURE FOR SUBMISSION OF OFFERS

- The deadline for submitting offers expires on **August 26, 2021 at 4:00 p.m.**
- The deadline for submitting the offer is the date of receipt of the offer at the registered office of the Ordering Party (offers sent by traditional mail, courier or submitted in person) or its receipt at the e-mail address indicated in point I (contact person).
- If the end of the term falls on a Saturday or a public holiday, the term expires on the day following the holiday or days off.
- Bids submitted after the deadline will be considered invalid and will not be evaluated.
- The offer (prepared in accordance with the submitted template) should be accompanied with:
 - a. Statements confirming the fulfillment of the conditions relating to the order specified in points IV.1., IV.3 and IV.4. this inquiry;
 - b. Bidder's registration document or the power of attorney granted to sign the offer;
 - c. Completed appendix no. 3 The offer form with a substantive description of how to perform the subject of the contract
 - d. Completed appendix no. 7 List of criteria for admission to the bid evaluation stage.

IX. DATE AND PLACE OF FULFILLMENT OF THE CONTRACT

- As a result of the contract award procedure, a written contract will be concluded with the selected Bidder, the provisions of which will include, inter alia, criteria presented in the selected offer. The contract will be concluded within 14 days from the date of the offer selection, on the template prepared by the Ordering Party.
- The contract shall stipulate that the Contractor is obliged to run the machines and devices covered by the subject of the contract at the Ordering Party's production plant located in Żory at ul. Wygoda 2 no later than within 8 months from the date of signing the contract. Commissioning is understood as signing the acceptance protocol by both parties and providing the necessary technical documentation of the machine.
- In the contract, the Contractor will provide the Ordering Party with a quality guarantee and warranty for the subject of the contract on terms not worse than those provided for in the law for the contract of sale, for a period of at least 2 years from the date of acceptance of the subject of the contract.
- The validity of the guarantee and warranty will not be conditional in the contract on the conclusion of an additional paid service contract.

X. INFORMATION CLAUSE FROM ART. 13 GDPR

Pursuant to Art. 13 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC (General Data Protection Regulation) (Journal of Laws UE L 119 of 04/05/2016, p. 1), hereinafter referred to as "GDPR", EXTRAL Sp. z o.o. informs that:

1. the administrator of personal data is EXTRAL Sp. z o.o. based in Żory;
2. personal data will be processed as part of the proceedings in accordance with the principle of competition, in order to:
 - enabling the Bidder to participate in the procedure - Art. 6 sec. 1 lit. b GDPR;
 - archival (evidence) which is the implementation of the legitimate interest of the administrator, such as pursuing claims and defending the administrator's rights - art. 6 sec. 1 lit. f GDPR.
3. personal data will be kept for a period of 10 + 1 years from the end of the procedure. In the case of proceedings co-financed from EU funds - the storage period may be longer, determined in accordance with art. 140 of Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 establishing common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/2006;
4. with regard to personal data, decisions will not be made in an automated manner, in accordance with art. 22 GDPR;
5. the administrator does not transfer the Bidder's data outside the European Economic Area;
6. recipients of the Bidder's personal data will only be entities authorized to obtain personal data on the basis of legal provisions;
7. The Bidder has the right to access personal data, receive a copy thereof and subject to the provisions of the law, rectification, transfer, deletion or limitation of processing;
8. the right to lodge a complaint to the President of the Personal Data Protection Office, the bidder considers that the processing of personal data concerning him violates the provisions of the GDPR;
9. providing personal data is voluntary, but it is necessary to achieve the purposes for which they were collected, failure to provide personal data will prevent the Bidder from participating in the procedure

XI. ADDITIONAL INFORMATION:

XI.1 The Ordering Party recommends that the information restricted as trade secrets should be submitted by the Bidder with the designation "trade secret". Failure to clearly indicate which information constitutes a company secret will mean that all statements made in the course of these proceedings are open to the public without reservations. The reservation of confidentiality of information that does not constitute a business secret within the meaning of the Act on Suppressing Unfair Competition will be treated as ineffective and will result in its declassification.

XI.2. The bidder may change, supplement or withdraw his offer before the deadline for submitting offers. In the event of a change, supplement or withdrawal of the offer. In such a case, the envelope or the subject of the e-mail message should be additionally marked as: CHANGE / COMPLETION / WITHDRAWAL OF THE OFFER.

XI.3. The ordering party allows for advance payments.

XI.4. Submitting an offer is tantamount to accepting without reservations the content of this request for quotation with appendixes.

XI.5. Bidders are entitled to a legal protection measure in the form of a protest against the evaluation of the bids.

XI.6. The Ordering Party reserves the right to enter into price negotiations with the Bidder who submits offers that meet the admissible conditions specified in this Inquiry.

XI.7. The offers will be assessed by the Competition Commission appointed by the Ordering Party. First of all, the fulfillment of formal conditions will be assessed. The Ordering Party may request Bidders to provide explanations regarding the content of the submitted offers at every stage of the procedure, correct obvious spelling errors, obvious accounting errors, taking into account the accounting consequences of the corrections made, other errors consisting in the non-compliance of the offer from the inquiry, not causing significant changes in the content of the offer the Bidder's consent. Obvious mistakes are corrected by the Ordering Party in a special form, notifying the bidder whose offer has been corrected.

XI.8. If the Bidder does not agree to the correction of the errors within the time limit indicated by the Ordering Party, his offer will be rejected.

XI.9. Subsequently, the Competition Committee will evaluate the fulfillment of the admittance conditions required from the Bidders.

XI.10. Information on the selection of the best offer (including the name, address and price of the winner of the procedure) will be posted on the website of the Ordering Party and the competition database.

XII. TERMS AND CONDITIONS OF SIGNIFICANT CHANGES TO THE CONTRACT

XII.1. The ordering authority reserves the right to change the terms of the contract concluded as a result of this order in the event of one of the circumstances listed below, taking into account the conditions for their implementation.

XII.1.1. The Ordering Party allows the possibility of introducing significant changes to the provisions of the concluded contract with the selected Contractor in relation to the content of the offer on the basis of which the Contractor was selected, in the situations specified in section 6.5.2. 20 Guidelines on the eligibility of expenditure under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for 2014-2020.

XII.1.2. The deadline for the performance of the contract may change in the event of force majeure, i.e. an extraordinary and external event, the occurrence and duration of which cannot be influenced by the Ordering Party or the Contractor, and which they were unable to prevent despite exercising due diligence. Force majeure is understood as an event which the parties could not foresee, could not prevent or counteract, and which prevents the parties from fulfilling their obligations in part or in whole, in particular: war, military operations, actions of external enemies; terrorism, revolution,

military or civil coup, civil war; the effects of the use of military ammunition, explosives, radioactive contamination, except those that may be caused by their use by the Bidder; natural disasters such as hurricanes, floods, earthquakes; revolts, unrest, strikes, construction site occupations by persons other than the Bidder's employees; other random events. In this case, the term of the Agreement will be extended by the time of the occurrence of force majeure and removal of its effects;

XII.1.3. The scope of the subject of the contract covered by the Agreement may be changed in the following situations:

a) Caused by circumstances beyond the control of the Contractor or the Ordering Party, the need to complete the subject of the contract using other technical / technological solutions, materials or tools than those indicated in the offer, in a situation where the application of the provided solutions would result in failure to perform or defective performance of the Contract;

b) The use of equipment equivalent to the equipment indicated in the offer, in justified cases, in particular in the event of discontinuation of production, unavailability on the market, etc., provided that the equivalent equipment will have parameters not lower than those specified in the offer, and the costs of operation, maintenance and disposal will not exceed the costs of the equipment offered by the Contractor in the offer and the Contractor will prove this fact to the Ordering Party, and the change will not lead to an increase in the amount Contractor's remuneration.

XII.1.4. Other changes:

a) In the case of receiving a decision of the Intermediate Body or the Managing Authority of the Operational Program containing changes to the scope of tasks, deadlines for implementation or establishing additional provisions to which the Ordering Party will be obliged.

XII.2. Initiating changes - at the request of the Contractor or the Ordering Party.

XII.3. Each amendment to the contract will require an annex to the contract to be prepared in writing, or else it shall be null and void.

.....
(company stamp, stamp and signature
of authorized person)

XIII. APPENDIXES TO THE INQUIRY FOR QUOTATION

APPENDIX 1. Detailed technical specification of the subject of the contract

APPENDIX 2. Line Layout

APPENDIX 3. The offer form with a substantive description of how to perform the subject of the contract

APPENDIX 4. Statement confirming the fulfillment of the conditions of point IV.1 of the inquiry No. 1/1.1.1/2021 July 27, 2021;

APPENDIX 5. Statement confirming the fulfillment of the conditions of point IV.3 of the inquiry No. 1/1.1.1/2021 July 27, 2021;

APPENDIX 6. Statement confirming the fulfillment of the conditions of point IV.4 of the inquiry No. 1/1.1.1 /2021 July 27, 2021;

APPENDIX 7. List of criteria for admission to the bid evaluation stage.