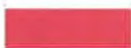




**Fundusze Europejskie**  
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**Rzeczpospolita  
Polska**

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Europejski Fundusz  
Rozwoju Regionalnego



**BOLARUS Spółka Akcyjna**  
**ul. Wiśnicka 12, 32-700 Bochnia**  
**Phone/Fax: tel. /+48/ 14 614 93 00, fax /+48/ 14 614 93 01**  
**Email: oferty@bolarus.com.pl**

**Case ref.: 9/BOLARUS/2022**

**Bochnia, 13 April 2022**

**REQUEST FOR QUOTATION  
and TERMS OF REFERENCE  
(hereinafter referred to as RFQ and ToR)**

You are invited to submit an offer for delivery, installation and commissioning of refrigerant filling station - 1 pc., for Bolarus Spółka Akcyjna with its registered office at ul. Wiśnicka 12, 32-700 Bochnia.

The procurement procedure is conducted in the form of a **request for quotation for a contract of a value exceeding the PLN equivalent of EUR 214,000 net, i.e. excluding tax on good and services (VAT).**

Approved on: 13.04.2022

Signature:

Prezes Zarządu

*Elwira*  
Elwira Bordanowicz

Wiceprezes Zarządu

*Bogusław*  
Bogusław Gąsiorek

**BOLARUS**

Spółka Akcyjna  
32-700 Bochnia, ul. Wiśnicka 12  
tel. 014 614 93 00 fax 014 614 93 03  
NIP 860-000-00-30 Regon 656017324

## **1 Name (company) and address of the Contracting Authority**

- 1.1 BOLARUS Spółka Akcyjna
- 1.2 Address: ul. Wiśnicka 12, 32-700 Bochnia
- 1.3 Phone/Fax: tel. /+48/ 14 614 93 00, fax /+48/ 14 614 93 01
- 1.4 Email: oferty@bolarus.com.pl
- 1.5 Website: www.bolarus.com.pl
- 1.6 NIP (Tax Identification Number): 8680000350
- 1.7 National Official Business Register (Regon) number: 850017324,
- 1.8 National Court Register (KRS): 0000130684, District Court for Kraków-Śródmieście in Kraków, 12th Commercial Division of the National Court Register

## **2 Contract award procedure**

- 2.1 The procedure is conducted as a request for quotation with the estimated contract value exceeding the PLN equivalent of EUR 214,000 net, i.e. excluding tax on good and services (VAT).
- 2.2 The contract award procedure shall be conducted as a request for quotation procedure, under the terms and conditions defined in the present RFQ & ToR, in accordance with the principle of competitiveness, in particular on the basis of the provisions of the Act of 23 April 1964 - the Civil Code (consolidated text, Dz. U. /Journal of Laws/ of 2016, item 380, as amended), the Guidelines on the eligibility of expenditure under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for 2014-2020 and in accordance with the provisions of Art. 11 of the project funding agreement under Measure 3.2.2 Credit for Technological Innovations within OP Smart Growth 2014-2020, insofar as they are applicable.
- 2.3 Type of contract: supply
- 2.4 The activities undertaken by the Contracting Authority and Contractors in the contract award procedure shall be subject to the provisions described in RFQ & ToR.

## **3 Description of the subject matter of the contract**

- 3.1 The subject matter of the contract is the delivery, installation and commissioning of brand new fixed assets in the form of 1 pc. refrigerant filling station for the Contracting Authority.
- 3.2 The subject matter of the order is co-financed by the European Union from the European Regional Development Fund under Sub-measure 3.2.2 Credit for technological innovations within OP Smart Growth.
- 3.3 A detailed description of the subject matter of the contract is included in Appendix no. 4 to the RFQ & ToR.
- 3.4 The Contractor shall ensure that the contract is completed within 365 days, counting from the date of the conclusion of contract to the signing of the final acceptance protocol, although the Contracting Authority provides for the possibility of earlier completion.
- 3.5 The Contractor must offer at least a 12-month warranty for the entire subject of the contract, calculated from the day following the date of final acceptance. Warranty terms and conditions are specified in the list of minimum requirements for the supply contract constituting Appendix no. 1 to the RFQ and ToR.
- 3.6 The Contractor must offer terms and conditions of payment in accordance with the list of minimum requirements for the supply contract constituting Appendix no. 1 to the RFQ and ToR.
- 3.7 The Contracting Authority provides for the possibility of entrusting parts of the contract to subcontractors. In such a case, the offer should include their list with the range of tasks entrusted to them (parts of the contract).

- 3.8 The Contractor must include in the tender all documents and declarations and appendices presented in the RFQ and ToR.
- 3.9 Designation of the subject matter of the contract, according to the Common Procurement Vocabulary (CPV):  
42900000-5 Various general and special purpose machines
- 3.10 Tenders that do not meet the technical and functional requirements outlined in Appendix no. 4 of the RFQ and ToR will be rejected.
- 3.11 The Contracting Authority shall not permit the submission of partial tenders.
- 3.12 The Contracting Authority shall not allow the submission of variant bids.
- 3.13 Terms and conditions for execution of the contract have also been included in the list of minimum requirements for the supply contract constituting Appendix no. 1 to the RFQ and ToR.

#### **4 Conditions for participation in the procedure and description of the method used for evaluation of their fulfilment**

##### **4.1 The procedure is open to Contractors who:**

- 4.1.1 have the knowledge and experience necessary to execute the contract,**
- 4.1.2 have at their disposal technical potential and people capable of performing the contract(i.e. persons who will supervise the installation of the device and its start-up) and are in economic or financial condition allowing for the execution of the contract,**

The conditions listed in section 4.1.1. and 4.1.2 shall be deemed fulfilled on the basis of the Contractor's statement submitted in the offer form (item 6 and 7 of the form).

##### **4.1.3 contractor that are not excluded from the tender procedure,**

Contractors who have capital or personal relations with the Contracting Authority are excluded from the contract award procedure, whereby capital personal relations mean mutual relationship between either beneficiary, or persons authorised to incur obligations on behalf of the beneficiary, or persons performing activities related to conducting of contract award procedure on behalf of the beneficiary and the contractor, consisting in particular of:

- 1) having interest in a company as a partner in a civil-law partnership or a partnership;
- 2) holding minimum 10 % of shares or stock if the lower threshold does not arise from the provisions law,
- 3) holding the position of a member of the Supervisory Body or the Management Board, proxy, representative;
- 4) being married or being related by lineal consanguinity or affinity, collateral consanguinity or affinity up to the second degree, or being related by adoption, custody or guardianship.

In order to confirm that there are no grounds for excluding the Contractor from the procedure, the Contractor is obliged to submit a statement on lack of capital or personal relations with the Contracting Authority, using the template attached to the RFQ and ToR (Appendix no. 3)

- 4.2 Contractors who do not meet the conditions referred to in Section 4.1. are subject to exclusion from the procedure.
- 4.3 Contractors may jointly apply for the Contract. In this case, Contractors shall appoint a proxy to represent them in the contract award procedure or to represent them in the procedure and conclusion of a procurement agreement. Any correspondence with contractors jointly applying for the award of the contract shall be entered into exclusively with the above-mentioned proxy.
- 4.4 Contractors jointly applying for the award of the contract should jointly meet the conditions for participation in the proceedings and submit documents confirming meeting these conditions.



4.5 The provisions and conditions specified in the RFQ and ToR regarding the Contractor shall apply respectively to Contractors acting jointly, i.e. consortia.

**5 List of declarations or documents to be provided by Contractor in order to confirm meeting the conditions for participation in the proceedings and other required documents**

5.1 In order to demonstrate that there are no grounds for exclusion from the procedure, the Contractor shall submit:

5.1.1 documents and statements indicated in sec. 4.1. and other documents as indicated in the RFQ and ToR.

5.2 The documents shall be submitted in Polish or English.

**6 Information on the mode of communication between the Contracting Authority and delivery of statements or documents, as well as indication of persons authorised to communicate with Contractors**

6.1 In this procedure, all statements, requests, notifications and information shall be submitted by the Contracting Authority and the Contractors in writing, on paper or via e-mail, except for the tender, which shall be submitted on paper in a sealed envelope, at the place and by the deadline for submission of tenders or via the Baza Konkurencyjności 2021 (BK2021) system, in both cases in writing. Documents signed by a person(s) authorized or empowered to act on behalf of the Contractors shall be deemed to be in writing. In the case of declarations, requests, notifications and information transmitted electronically, documents should be scanned and sent as attachments. The Contracting Authority's contact information is provided in Section 1.

6.2 The Contractor may request the Contracting Authority to clarify the contents of RFQ & ToR and the Contracting Authority shall provide the explanations immediately, provided that the request to clarify the contents of RFQ & ToR was received by the Contracting Authority no later than by the end of the day on which the half of the deadline for submission of tenders expires.

6.3 If a request for clarification of the contents of RFQ and ToR was submitted after the deadline for the submission of a request referred to in sec. 6.2, or if it concerns the clarifications provided, the Contracting Authority may either provide the clarifications or leave the request without consideration, while any possible extension of the deadline for the submission of tenders shall not affect the deadline for the submission of requests.

6.4 The Contracting Authority shall simultaneously provide the content of clarifications and/or questions and answers to all Contractors by posting them on the website where the RFQ & ToR were made available, without disclosing the source of the request.

6.5 This request for quotation may be amended prior to the deadline for submission of tenders, as provided in the request for quotation. In such a case, the deadline for submission of tenders will be extended by the time necessary to introduce the changes in tenders, if it is necessary due to the scope of the introduced changes.

6.6 The contract award procedure shall be conducted in Polish or English.

6.7 Person authorized to contact the Contractors : Monika Paruch, tel. 600 215 896, email: [oferty@bolarus.com.pl](mailto:oferty@bolarus.com.pl)

**7 Tender bond requirements**

The Contracting Authority does not anticipate that a bond will be required.

**8 Tender validity period**

8.1 Tender validity period is 60 days

- 8.2 Running of the tender validity period shall commence upon the expiry of the deadline for submission of bids.

## **9 Description of the tender preparation method**

- 9.1 Each Contractor may submit only one tender.
- 9.2 The content of the tender shall correspond to the content of the RFQ and ToR.
- 9.3 A tender, together with appendices forming an integral part thereof, must be prepared by the Contractor in accordance with the provisions of this RFQ and ToR.
- 9.4 The offer should be prepared according to the "Offer Form" template and its appendices, which constitute an integral part of the RFQ and ToR. The tender and its appendices should be filled out legibly.
- 9.5 It is required that all pages of the tender and appendices be signed by a person (persons) authorised to make declarations of will on behalf of the Contractor.
- 9.6 The Contractor is obliged to indicate in the offer the data that unambiguously identify the offered item, including in particular the name of manufacturer, name and type of device, symbol, model, and to attach to the offer its technical and/or functional description or catalog(s) (prospectus(s)) of the manufacturer (indicating, in particular, the product characteristics, detailed technical specification and other relevant information), allowing a full and unambiguous assessment of the compliance of the offered equipment and its parameters with the requirements of the RFQ & ToR.
- 9.7 The tender shall be submitted, under penalty of invalidity, in writing, on paper or through the Baza Konkurencyjności 2021 (BK2021) system.
- 9.8 It is recommended that all written pages of the offer and attachments be numbered consecutively and joined in a permanent manner.
- 9.9 When submitting a hard copy of an offer, the Contractor shall place the offer in an envelope marked with the Contracting Authority's name and address and described as specified in point 10.2 of the RFQ & ToR.
- 9.10 The Contractor can introduce changes into the Tender or withdraw a submitted Tender, notifying this fact to the Contracting Authority only before the deadline for the submission of Tenders. If a hard copy bid is submitted, the Contracting Authority will receive written notification of changes or withdrawal of the bid prior to that deadline. Such notice must be described in the manner indicated in Section 9.9 and additionally marked with the words "AMENDMENT" or "WITHDRAWAL".
- 9.11 If the tender is submitted in a hard copy, any corrections or changes to the text of the tender must be initialled by the person(s) signing the tender and dated.
- 9.12 Information constituting a trading secret within the meaning of the provisions on unfair competition shall not be disclosed if the Contractor, not later than on the tender submission deadline, reserved that it cannot be disclosed and demonstrated that the reserved information constitutes a company secret. At the same time, the Contracting Authority informs that for the purposes of control or settlement of the contract, carried out by persons or entities authorised to do so, reserves the right to disclose information constituting trading secrets within the meaning of the provisions on unfair competition, if necessary.

## **10 Place and date of submission and opening of tenders**

- 10.1 Tenders must be submitted in writing by 17.05.2022, at 15:00:
- 10.1.1 in paper version at the registered office of the Contracting Authority at ul. Wiśnicka 12, 32-700 Bochnia, or
- 10.1.2 through the Baza Konkurencyjności 2021 (BK2021) system.
- 10.2 The Contractor should place its tender in an envelope addressed to the Contracting Authority at the address given in sec. 10.1 of RFQ and ToR, and the tender shall bear the



following description: Tender for the supply, installation and commissioning of refrigerant filling station - 1 pc., for Bolarus Spółka Akcyjna with its registered office at ul. Wiśnicka 12, 32-700 Bochnia; Case ref.: 9/BOLARUS/2022 - not to be opened before 17.05.2022 at 15:05", and the envelope must bear the Contractor's address stamp.

10.3 Tenders submitted after the indicated deadline will not be considered.

## **11 Price calculation method**

11.1 The price of the tender should be indicated on the offer form constituting Appendix No. 2 to the RFQ.

11.2 The price of the tender must be a lump sum including all costs related to the proper and timely execution of the subject matter of the tender, including sale, transport, delivery and installation of equipment.

11.3 The lump-sum tender price must be stated in Polish zloty (PLN) or Euro (EUR) and calculated to two decimal places.

11.4 If the price is given in Euro (EUR), the Contracting Authority will convert it into PLN according to the average exchange rate of the National Bank of Poland from the date of opening the tender. In order to compare tenders, the Contracting Authority will assume the tax-excluded prices for each Contractor.

11.5 Settlements between the Contractor and the Contracting Authority shall be paid in Polish zloty (PLN) or in Euro (EUR), depending on the currency in which the most beneficial tender was submitted.

## **12 Description of the criteria to be followed by the Contracting Authority in the selection of the tender together with the indication of the importance of these criteria and the tender evaluation method**

12.1 The Contracting Authority shall evaluate only those tenders that are not rejected and submitted by contractors who are not excluded from the procedure. The Contracting Authority shall evaluate the offers for each Part of the procedure according to the following criteria:

12.1.1 Price - 94 points.

12.1.2 Warranty - 6 points.

The maximum number of points that a Contractor can obtain for all the above-mentioned criteria is 100.

1) The points awarded for the "price" criterion will be calculated using the following formula:

$$C = (C_{min}/C_o) \times 94$$

Where:

C - number of points awarded to a given tender for price,

C<sub>min</sub> - the lowest price among valid offers,

C<sub>o</sub> - price given by the Contractor for which the result is calculated,

Therefore, the maximum number of points that the Contractor can obtain for the "price" criterion is 94.

2) Points awarded for the "warranty" criterion for the entire contract will be calculated according to the following formula:

$$G = ((G_o - 12)/12) \times 3$$

Where:

G - the number of points awarded to a given offer for the warranty,

G<sub>o</sub> - warranty given in months by the Contractor for whom the score is calculated.

Warranty period for the entire order exceeding 36 months shall not be awarded any additional points and shall be calculated as 36 months.

Therefore, the maximum number of points that the Contractor can obtain for the "warranty" criterion is 6.

- 12.2 Once the tenders have been evaluated, the points awarded by the tender committee for each criterion will be totalled. This sum will constitute the final evaluation of a given tender.
- 12.3 All point calculations will be made accurate to within two decimal places.
- 12.4 The tender of the Contractor, which obtains the highest total of the points, shall be considered as the most favourable. In the event of there being two equal results, the price shall be the decisive factor, i.e. the tender with the lowest price shall be considered as most favourable.
- 12.5 Within the course of the tender evaluation process, the Contracting Authority may demand explanation from the Contractors concerning the content of the submitted tenders.
- 12.6 The Contracting Authority shall request the Contractors who failed to submit the documents, declarations or powers of attorney required by the Contracting Authority, or those whose submitted hereinabove mentioned documents, declarations or power of attorney required by the Contracting Authority contained errors, to submit them within the designated time not shorter than 3 working days, unless despite such submission the Contractor's tender is subject to rejection or it would be necessary to invalidate the procedure.
- 12.7 The Contracting Authority shall correct any writing errors, accounting errors or other errors in the tender, notifying the Contractor thereof.

When submitting a tender, the contractor shall inform the Contracting Authority whether the selection of the tender will result in tax liability for the Contracting Authority, indicating the name of the goods or services whose supply or provision will lead to such liability.
- 12.8 The Contracting Authority shall reject a tender in particular if:
  - 12.8.1 its content does not correspond to the content of this request for quotation, in particular, the offered subject matter of the contract does not comply with the requirements listed in the RFQ & ToR, subject to the provisions of this RFQ & ToR;
  - 12.8.2 its submission constitutes an act of unfair competition within the meaning of provisions on combating unfair competition;
  - 12.8.3 contains price calculation errors that cannot be corrected;
  - 12.8.4 is invalid under separate regulations.
- 12.9 If the most favourable tender cannot be selected due to the fact that two or more tenders present the same balance of price and other tender evaluation criteria, the Contracting Authority shall select the tender with the lower price from among the tenders.

### **13 Awarding or cancelling the contract**

- 13.1 The Contracting Authority shall award the Contractor/Contractors, whose tender corresponds to the entirety of the requirements specified in RFQ & ToR, and has been deemed the most favourable, based on above-mentioned evaluation criteria.
- 13.2 The Contracting Authority reserves the right to cancel, terminate or invalidate the procedure at any time.
- 13.3 The Contracting Authority does not provide for the appeals procedure. The selection of the most advantageous offer is final.
- 13.4 In the cases referred to in sec.13.2 and 13.3 above, the Contractor shall not be entitled to any compensation from the Contracting Authority for damage, and shall not be entitled to reimbursement of costs related to the preparation and submission of the offer.

- 13.5 Following the selection of the most advantageous offer, the Contracting Authority shall notify individual contractors who had submitted offers, via an e-mail, of the results, and shall provide information about the selection of the most advantageous offer.
- 13.6 The Contracting Authority shall post a note containing the information indicated in sec. 13.5 on the websites where the RFQ & ToR was made public.
- 13.7 In the event that the selected Contractor evades entering into the procurement contract, the Contracting Authority shall select the most advantageous tender from the remaining tenders without re-examining and reevaluating them, unless there are grounds for invalidating the procedure.
- 13.8 If no tender is received despite the fact that the RFQ & ToR have been made public, it is permitted to conclude a contract with the Contractor selected without following the procurement procedure in accordance with the rule of competition.

**14 Information regarding formalities that must be completed after the tender is selected in order to conclude the contract**

- 14.1 Once the procedure is completed, the Contractor, whose tender is deemed the most advantageous, shall proceed to sign a contract with the Contracting Authority at the time and place indicated by the Contracting Authority.
- 14.2 If the selected tender is submitted by Contractors applying jointly for awarding the contract (consortium, civil partnership), the Contracting Authority may require the contract specifying the rules of the cooperation between these Contractors before concluding the contract. Contractors jointly applying for awarding the procurement contract shall be jointly and severally liable for the performance of the Contract.
- 14.3 The Contracting Authority requires concluding the contract based on the list of minimum requirements for the supply contract, constituting Appendix No. 1 to the RFQ and ToR.

**15 Terms of amending the contract concluded as a result of the conducted public procurement procedure:**

The Contracting Authority provides for the amendments to the concluded contract to be made in cases indicated in chapter 6.5.2 of the Guidelines on the eligibility of expenditure under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for 2014-2020, and furthermore in the following cases:

- 15.1 related to remuneration due to the Contractor - in the event of a change in the applicable VAT rate on goods and services;
- 15.2 change in generally applicable provisions of law affecting the subject matter and manner of execution of the Contract;
- 15.3 if, due to circumstances that could not have been foreseen at the time of concluding the Contract, it is necessary to extend the deadline for completing the subject matter of the Contract, in particular in the case of delays in the implementation of the Contract, provided that such change is beneficial for the Contracting Authority or is necessary for proper execution of the Contract;
- 15.4 if, due to circumstances that could not have been predicted at the time of concluding the Contract, it is necessary to change parameters of the equipment or the manner of performance of the subject matter of the Contract, in particular in the case of
- 15.4.1 the possibility to use technological or technical solutions that are more modern and more beneficial for the Contracting Authority than those existing at the time of signing the Contract;
- 15.4.2 the necessity to change the location of deliveries and provided services as a result of organisational changes and/or changes to the addresses of the Contractor;



**16 Information on processing of personal data of the Contractor who is a natural person, a sole trader, partners in a civil partnership and natural persons who represent the Contractor.**

- 16.1 The Controller of personal data of the Contractor who is a sole trader, partners in a civil partnership and natural persons who represent the Contractor (hereinafter collectively referred to as: **the Contractor**) shall be Bolarus Spółka Akcyjna with its registered office at ul. Wiśnicka 12, 32-700 Bochnia., the registration files of which are kept by the District Court for Kraków-Śródmieście in Kraków, 12th Commercial Division of the National Court Register under KRS no. (National Court Register Number): 0000130684, NIP (Tax Identification Number): 8680000350, REGON (Polish Business Register Number): 850017324, (hereinafter referred to as: **the Controller**). The Controller shall process the Contractor's personal data in accordance with the Regulation of the European Parliament and Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regards to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), hereinafter referred to as the **GDPR**.
- 16.2 To contact the Controller, please use at the following e-mail address: [rodo@bolarus.com.pl](mailto:rodo@bolarus.com.pl).
- 16.3 Personal data of the Contractor provided in the offer, in correspondence with the Controller, in the contract concluded with the Controller (hereinafter referred to as: **the Contract**), such as, i.a., name, surname, company name, PESEL (Polish Resident Identification Number), NIP, REGON, address of the registered office, residential address, contact address, information about qualifications, knowledge or experience, as well as data provided in invoices, business e-mail address and business phone number, can be processed by the Controller to conduct the procedure to award the contract based on the request for quotation, as well as to execute the Contract with the Contractor, if applicable (Art. 6 sec. 1 letter b of the GDPR), the performance of legal obligations (Art. 6 sec. 1 letter c of the GDPR), and for the purpose of the implementation of the Controller's legally justified interest consisting in execution of the Contract concluded with the Managing Authority, as well as investigating, pursuing claims and defending against claims (Art. 6 sec. 1 letter f of the GDPR). Provision of such data is voluntary but failure to do so shall prevent the conclusion and performance of this Contract.
- 16.4 If the Contractor gives separate, voluntary and express consent to the processing of the Contractor's personal data, the data shall be processed only for the purpose for which the consent was given. The consent can be withdrawn at any time without advising any reason by contacting the Controller, which shall stop the processing of the data for that purpose. Withdrawal of consent does not affect the lawfulness of processing the data before the consent is withdrawn.
- 16.5 Based on relevant agreements, The Contractor's personal data may be entrusted or transferred to third parties engaged in providing services in the field of software delivery, data storage and encryption, to hosting companies, to professional companies supporting the accounting processes, to postal operators and couriers, to law or tax offices; the data may be transferred or entrusted to other entities to perform the contract concluded with the Contractor, if applicable, or to perform the contract concluded with the Managing Authority and to perform legal obligations.
- 16.6 The personal data of the Controller shall not be transferred to third countries, i.e. outside the European Economic Area.
- 16.7 The Controller shall store the personal data of the Contractor with respect to:

- 16.7.1 data included in the tender, Contract and correspondence with the Controller and data in other documents – for a period required by applicable law in terms of the storage of design documentation and for the limitation period regarding claims,
- 16.7.2 data included in accounting documents – for a period of 5 (five) years from the beginning of a year following the fiscal year, in which operations, transactions and proceedings were finally completed, paid off, settled or for which a limitation period expired or for another period provided for by applicable law,
- 16.7.3 data included in documents submitted to the tax office or in documents related to the payment of taxes – for a period of 5 (five) years counting from the end of the calendar year in which the deadline for payment of tax expired (tax liability expired) or for another period provided for by applicable law,
- 16.7.4 data for which the consent for the processing has been granted – for a period until such consent is withdrawn.
- Once the periods mentioned above expire, the personal data of the Controller shall be erased immediately.
- 16.8 The Controller shall not use automated decision-making (including profiling) in respect of the personal data of the Controller.
- 16.9 Pursuant to the provisions of the GDPR and upon fulfilment of the circumstances described therein, the Contractor shall have the following rights:
- 16.9.1 the right to confirm whether or not personal data concerning you are processed and the right to access them (Article 15 of the GDPR),
- 16.9.2 the right to obtain a copy of the processed personal data (Article 15 of the GDPR),
- 16.9.3 the right to have personal data concerning you rectified if incorrect and the right to have incomplete personal data completed (Article 16 of the GDPR),
- 16.9.4 the right to erase your personal data ("right to be forgotten") (Article 17 of the GDPR),
- 16.9.5 the right to restrict the processing of your personal data (Article 18 of the GDPR),
- 16.9.6 the right to data portability (Article 20 of the GDPR),
- 16.9.7 the right to object to the processing of your personal data (Article 21 of the GDPR).
- 16.10 The Contractor shall also have the right to lodge a complaint at any time with the relevant supervisory authority (currently the President of the Personal Data Protection Office) if their personal data rights are infringed (Article 77 of the GDPR).
- 16.11 Regarding the processing of personal data and the exercise of the rights specified above, the Contractor may contact the Controller by sending an email to [rodo@bolarus.com.pl](mailto:rodo@bolarus.com.pl)

## **17 List of appendixes:**

- Appendix no. 1 – List of minimum requirements for the supply contract
- Appendix no. 2 – Tender form
- Appendix no. 3 – Declaration of no personal and capital relations
- Appendix no. 4 – Technical specification to the request for quotation

## LIST OF MINIMUM REQUIREMENTS FOR A SUPPLY CONTRACT

### **Subject: Supply, installation and commissioning of refrigerant filling station - 1 pc.**

#### **I. Subject Matter of the Contract**

1. The subject matter of the contract is supply, assembly and commissioning of refrigerant filling station - 1 pc, for Bolarus Spółka Akcyjna with its registered office at ul. Wiśnicka 12, 32-700 Bochnia, according to the detailed description of the subject matter of the contract set forth in Appendix No. 4 to the ToR.
2. The Contractor shall perform the contract with the utmost professional care.
3. The Contractor shall interact with the Contracting Authority, including keeping the Contracting Authority informed of the progress in the manufacture process or supply of the equipment.

#### **II. Delivery date and address**



1. The Contractor shall ensure that the contract is executed within a period not exceeding 365 days from the date of conclusion of the contract to the signing of the final acceptance protocol, with the Contracting Authority's approval for it to be completed on an earlier date. The Contractor shall agree with the Contracting Authority in advance on the exact date and time of deliveries.
2. The place of delivery of devices which are the subject of the contract is the address of the Contracting Authority: Bolarus Spółka Akcyjna, ul. Wiśnicka 12, 32-700 Bochnia

#### **III. Delivery and acceptance**

1. The subject of the contract shall be delivered together with the equipment that is necessary to commission and use the subject matter of the contract .
2. The subject of the contract will be new, unused, free of physical and legal defects.
3. Along with the subject of the contract, the Contractor shall provide instruction manuals or user manuals, repair and operating instructions in Polish or English, as well as manufacturer's warranty cards.
4. The subject matter of the contract shall be subject to acceptance. A written acceptance report shall be drawn up.

#### **IV. Quality Warranty**

1. Within the offered price, the Contractor grants the Contracting Authority a quality warranty for the equipment for the period specified in the Contractor's offer, but not shorter than 12 months, starting from the date of signing the final acceptance protocol. As part of the quality warranty, the Contractor shall correct defects in the subject





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matter of the contract in order to ensure that the equipment operates without any defects.

#### **V. Price and Payment Terms**

1. The total remuneration due to the Contractor for the performance of the subject matter of the contract shall be in accordance with the price offered by the Contractor in the original tender.
2. The remuneration is a lump sum and includes all costs of proper implementation of the entire subject matter of the contract, including sale, transport, delivery, insurance, as well as assembly and commissioning of the equipment at the place of delivery.
3. The Contractor must offer at least a 14-day payment period, calculated from the date of delivery of invoices.
4. Payment terms:
  - a. .... % (*no more than 30%*) of the remuneration amount will be paid by the Contracting Authority on the basis of an invoice issued after signing the supply contract,
  - b. .... % of the remuneration will be paid by the Contracting Authority on the basis of an invoice issued after notification that the equipment is ready for shipment,
  - c. .... % (*not less than 20%*) of the remuneration amount will be paid by the Contracting Authority on the basis of an invoice issued after signing the final acceptance protocol.
5. Settlements between the Contractor and the Contracting Authority shall be paid in Polish zloty (PLN) or in Euro (EUR), depending on the currency in which the most beneficial tender was submitted.

#### **VI. Liability and contractual penalties**

1. The Contractor shall be responsible for the timely and proper execution of the contract.
2. In case of delay in execution of the subject matter of the contract for reasons attributable to the Contractor, the Contractor shall pay the Contracting Authority a contractual penalty in the amount of 0.4% of the net value for each full week of delay. In the event that the delay is longer than 90 calendar days, the Contracting Authority shall have the right to withdraw from the contract after giving the Contractor an additional period of time for the execution of the contract and after the ineffective expiry of such additional period of time.
3. The Contractor's liability under contractual penalties is limited to an amount equal to 5% of the total net value of the contract (contractual penalty limit).

#### **VII. Subcontractors**

1. The Contractor may use third parties, including subcontractors, in the process of performing the contract. Prior to using a subcontractor's services, it is mandatory





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to notify the Contracting Authority and indicate the details of a subcontractor whose services the Contractor intends to use in the course of performance of the contract. The Contractor is liable for the actions of third parties, including subcontractors with the help of whom the Contractor performs the contract, just as much as it is liable for its own actions and omissions.

2. The Contractor shall ensure that the use of subcontractors or other third parties in the performance of the contract will not result in an increase in the time taken to complete the subject matter of the contract.
3. The Contractor shall ensure that qualified persons participate in the performance of the contract.

*Chor*

*R*

Appendix no. 2 to the Request for Quotation

**TENDER PROPOSAL FORM**

**CONTRACTING AUTHORITY:**

**BOLARUS Spółka Akcyjna  
ul. Wiśnicka 12, 32-700 Bochnia**

Name (business name) of the Contractor –

.....  
Registered address –

.....  
Correspondence address –

.....  
Tel. - .....; fax - .....

E-mail: .....

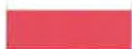
NIP [TAX ID] / VAT number - .....

REGON [National Business Register Number] - .....

Referring to the published inquiry and specifications for the selection of a Contractor for the supply, installation and commissioning of refrigerant filling station - 1 pc., for Bolarus Spółka Akcyjna with its registered office at ul. Wiśnicka 12, 32-700 Bochnia (Case reference: 9/BOLARUS/2022):

- 1) we hereby offer the execution of the subject matter of the contract for the total net amount of .....(PLN/EUR)\*, plus VAT in the amount of..... \* %, which equals a gross amount of .....(PLN/EUR)\* (in words: .....(PLN/EUR)\*),
- 2) we offer an contract completion period of **up to ...\* days**(no more than 365 days), starting from the date of conclusion of the contract until signing the final acceptance report
- 3) we hereby declare that we meet the requirements specified in the RFQ & ToR and that we have familiarised ourselves with the content of the RFQ & ToR and we recognise ourselves as bound by the conditions and rules of procedure specified therein and by the list of minimum requirements for the supply agreement contained therein,





4) we declare that we meet the conditions for participation in the proceedings defined by the Contracting Authority in RFQ & ToR point 4.1.1, which concern possessing the knowledge, experience and appropriate technical potential to execute the contract,

5) we declare that we meet the conditions for participation in the procedure defined by the Contracting Authority in RFQ & ToR, point 4.1.2, which concern the availability of technical potential and staff capable of performing the contract (i.e. persons who will supervise the installation of the equipment and the commissioning) and be in an economic or financial situation allowing for the execution of the contract,

6) we hereby declare that we consider ourselves bound by this tender for the period of time specified in RFQ & ToR, i.e. for a period of 60 days from the closing date for the submission of tenders,

7) we declare that we offer a subject matter of the contract that is compliant with the requirements and conditions described and specified by the Contracting Authority in the Appendix no. 4 to RFQ & ToR, in confirmation of which we enclose a technical and/or functional description (technical specification) or catalogues (prospectus/s) of the manufacturer/s (indicating in particular the offered type, brand, model, manufacturer, catalogue number, product characteristics and other relevant), allowing a full and unambiguous assessment of compliance of the offered equipment and its parameters with the requirements of RFQ & ToR.

8) We declare that we offer a quality guarantee for the entire subject matter of the contract that fulfils the conditions and requirements of RFQ & ToR, in particular with regard to their period, scope and form of execution,

- we also offer a warranty period for the entire subject matter of the contract of .....\* **months** (*minimum 12months*),

9) we declare that we offer the following device(s):

Manufacturer	Type / brand / model / symbol / part number	Other

10) we declare that we will execute the subject matter of the contract ourselves / with the participation of the subcontractors indicated below\*\*, at the same time indicating the parts of the contract which will be executed with the participation of the indicated subcontractors:

- .....\* (name of the subcontractor - part of the contract to be performed by the subcontractor)

*Handwritten signature*

*Handwritten signature*



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- 11) The mandatory declaration of the Contractor regarding the fulfilment of information requirements provided for in Art. 13 or Art. 14 of the GDPR<sup>1</sup>:

We hereby declare that we have complied with the information obligations provided for in Art. 13 or Art. 14 of GDPR with respect to natural persons from whom personal we have obtained personal data directly or indirectly in order to apply for the award of the contract under this proceeding.

*If the contractor does not provide personal data other than directly relating to him/her or if there is an exemption from the obligation to provide information, in accordance with Art. 13 sec. 4 or Art. 14 sec. 5 of the GDPR, the Contractor does not submit the content of the declaration (deletion of the content of the declaration e.g. by deleting it).*

- 12) the offer consists of .....\* pages numbered in a sequence,

- 13) the Appendices to this tender form are:

Appendix No. 1 - Declaration of no personal and capital relations,

Appendix No. 2 - Technical specification of the subject matter of the offer,

other - .....\*.

**Note! Dotted spaces and/or spaces marked with "\*" in the sample of the tender form and sample of its appendices shall be filled in by the Economic Operator accordingly to their content.**

**\*\* - delete as appropriate**

City/town ..... on .....

.....  
(stamp and signature of a person  
authorised to  
make declarations of will on behalf of the Contractor)

<sup>1</sup> Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) ( Official Journal L 119 of 04.05. 2016, p. 1).

*[Handwritten signature]*

*[Handwritten signature]*



Appendix no. 3 to the Request for Quotation

*(Company stamp of the Contractor)*

**STATEMENT OF NO PERSONAL AND CAPITAL RELATIONS**

Submitting an offer in the procedure for the selection of a Contractor for supply, assembly and commissioning of refrigerant filling station - 1 pc., for Bolarus Spółka Akcyjna with its registered office at ul. Wiśnicka 12, 32-700 Bochnia, Case ref: 9/BOLARUS/2022, I/we declare that I/we, individually or (in the case of a joint bidding entity) together with Contractors applying jointly for the contract, are not subject to exclusion from the procurement procedure under the following provisions:

In order to avoid conflict of interest, being fully aware of the fact that contracts awarded by the Contracting Authority which is not an entity obliged to apply the provision of Public Procurement Law pursuant to Art. 3 of the PPL, may not be granted to entities affiliated with it personally or by capital, I declare that I/we have no personal or capital relations with the Contracting Authority, i.e. Bolarus Spółka Akcyjna with its registered office at ul. Wiśnicka 12, 32-700 Bochnia, where capital or personal relations shall mean mutual relations between the beneficiary or persons authorised to incur liabilities on behalf of the beneficiary or persons performing activities on behalf of the beneficiary pertaining to the execution of the contractor selection procedure and the contractor, consisting in particular of:

- 1) having interest in a company as a partner in a civil-law partnership or a partnership;
- 2) holding minimum 10 % of shares or stock if the lower threshold does not arise from the provisions law,
- 3) holding the position of a member of the Supervisory Body or the Management Board, proxy, representative;
- 4) being married or being related by lineal consanguinity or affinity, collateral consanguinity or affinity up to the second degree, or being related by adoption, custody or guardianship.

City/town ..... on .....

.....  
*(stamp and signature of a person authorised to  
make declarations of will on behalf of the Contractor)*





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Appendix no. 4 to the Request for Quotation

**TECHNICAL SPECIFICATION TO THE REQUEST FOR QUOTATION  
no. 9/BOLARUS/2022**

**Re: Delivery, installation and commissioning of refrigerant filling station - 1 pc.**

**Technical characteristics of the subject of the contract:**

1. The machine must be equipped with a vacuum pump with a capacity of at least 28 m<sup>3</sup>/h, together with accessories and a vacuum level indicator
2. Automatic charging unit with all necessary equipment:
  - 2.1 (Vacuum) leak tester to detect leaks
  - 2.2 Loading system for BOL65E35P refrigerant components, i.e. R290 and R1150 with a minimum dosing speed of 80 g/sec
  - 2.3 Cabinets for storing cylinders with R290 refrigerant with the following cylinder dimensions: height 830 mm, diameter 365 mm, cylinder capacity 25 kg and maximum pressure in the cylinder up to 30 bar
  - 2.4 Cabinets for storing cylinders with R1150 refrigerant with the following cylinder dimensions: height 1700 mm, diameter 235 mm, cylinder capacity 50 l and maximum pressure in the cylinder up to 200 bar
  - 2.5 Loading zone fencing (safety zone)
3. The filling system must be manufactured with safety devices enabling the dispensing of flammable gases as well as with devices for preventing leaks or enabling effective removal of leakages while the system is at rest:
  - 3.1 Leakage monitoring system for BOL65E35P refrigerant components
  - 3.2 Ventilation and extraction system for leakages of BOL65E35P refrigerant components
  - 3.3 The system must meet the legal and safety requirements for HC flammable refrigerants
4. Control panel enabling the adding, editing and saving of refrigerants and dose amounts