

REQUEST FOR QUOTATION No. 1/DN/2024

Delivery and commissioning of a technological line for calcination of calcium sulphate dihydrate with a capacity of 30 t/h of the final product heated with saturated steam from a gas steam generator and grinding semi-aqueous gypsum from the dihydrate gypsum calcination process with a capacity of 30 t/h.

I. NAME AND ADDRESS OF THE ORDERING PARTY

Dolina Nidy Sp. z o. o

Leszcze 15

28-400 Pińczów

II. PROCEDURE OF AWARDING THE ORDER AND TYPE OF ORDER

The inquiry is conducted in connection with the implementation of the project entitled "Establishment of a gypsum and gypsum-cement compounding plant in the concept of Industry 4.0", financed under the National Plan for Reconstruction and Increased Resilience, Component A "Resilience and Competitiveness of the Economy", Specific Objective: A2. Development of the national innovation system: strengthening coordination, stimulating innovation potential and cooperation between enterprises and research organizations, including in the field of environmental technologies, Reforms: A 2.1 Accelerate robotization, digitization and innovation processes, Investments: A 2.1.1 Investment in support of robotization and digitization in enterprises (hereinafter Project).

The provisions of the Act of September 11, 2019 on Public Procurement Law do not apply to this procedure.

III. ORDER DESCRIPTION

3.1. Category: delivery and launch of a technological process.

3.2. The subject of the order is:

PART 1 OF THE SUBJECT OF THE ORDER: delivery and supervision of the assembly and start-up of the technological process for calcination of calcium sulphate dihydrate with a capacity of 30 t/h of the final product, heated with saturated steam from a gas steam generator, with specific parameters of the final product and specific efficiency of the production process in accordance with the requirements specified in Annex No. 2 to request for quotation - Detailed requirements.

PART 2 OF THE SUBJECT OF THE ORDER: delivery and supervision of the assembly and launch of the technological process of grinding semi-aqueous gypsum from the dihydrate gypsum calcination process with a capacity of 30 t/h (described in part 1 of the subject of the order), with specific material parameters after the grinding process, with specific parameters of the final product and specific efficiency of the production process, in accordance with the requirements indicated in Annex No. 2 to the request for quotation - Detailed requirements.

3.3. The tenderer must attach to the offer form (applies to both parts of the subject of the order): a list of devices and characteristic operating parameters of the devices, a technical diagram of the installation, a delivery schedule for auxiliary projects, including data on static and dynamic loads

on the structure, arrangement of devices, proposal of platforms and platforms maintenance, list of electrical receivers, implementation schedule.

3.4. The tenderer must (applies to both parts of the subject of the contract):

- within 6 months from signing the contract deliver all installation data, i.e. requirements for reinforced concrete and steel structures (details in Annex 2 to the request for quotation - Detailed requirements);
- within 6 months from signing the contract provide static assumptions and dynamic and location of all devices in order for the Ordering Party to prepare a building and construction design;
- within 6 months from the moment of signing the contract, provide designs and technical drawings of the arrangement of devices, diagrams regarding the flow rate and material emission, static and dynamic loads, their technological connection, a proposal of the method of foundation along with the necessary space to carry out a proper inspection or technical inspection of the devices, and necessary platforms and communication routes on the facility for the safe operation of devices and their servicing;
- within 3 months of signing the contract, provide the operating parameters of the technological installation in terms of noise and dust emitted into the atmosphere;
- within 8 months from signing the contract, provide designs and electrical diagrams for connecting devices and power supply cabinets (MCC) necessary for the Ordering Party to construct, along with the specification of equipment to be installed inside;
- 2 weeks before delivery, provide a list of devices divided into transport units, dimensions and weight of the transported elements, the so-called "colli list" with the value of transported equipment;
- upon final acceptance, provide the legally required EC certificates and declarations for pressure and electrical equipment.

3.5. The contractor (selected tenderer) is not responsible for:

- design of building structures, including foundations, steel structures, platforms, silos, connection installations;
- auxiliary installations such as: electricity, water, steam condensate, compressed air, ventilation and air conditioning installations, dust removal and heating installations, fire protection;
- thermal insulation of the delivered technological devices (note: However, the Contractor provides information on the requirements and basic information on places requiring protection for safety reasons);
- transport of equipment (excluding loading), based on FCA delivery terms ex works of the supplier or sub-supplier;
- administrative permits and consents of local authorities.

3.6. The contractor (selected tenderer) undertakes to:

- provide appropriate supervision and support during the installation of devices, their connection and commissioning, and optimization of operation;
- cooperate with the Ordering Party to determine all requirements for technological connections of necessary media (including process steam, condensate, electricity, compressed air, water, etc.);
- provide legally required EC certificates and declarations for pressure and electrical equipment 2006/42/WE (2006/42/EC), in order for the Ordering Party to obtain permission to use them;
- ensure ownership of intellectual rights and licenses for the provided technological and process solutions, installation and process control software.

- 3.7.** General requirements regarding the subject of the contract (both parts):
- the subject of the order must be free from any encumbrances and rights of third parties;
 - the subject of the order must meet all legal and work safety regulations required by the law of the Republic of Poland and the European Union;
 - the Ordering Party is responsible for transport and unloading, the Contractor is responsible for packing and loading and preparing transport documents based on the FCA delivery terms ex works of the supplier or sub-supplier;
 - all elements/devices will be packed in the factory (producer's) packaging and secured in a way that prevents them from being damaged during transport. The Contractor is responsible for any damage to the subject of the order during transport;
 - The contractor will leave the premises after installation of the subject of the order in a condition no worse than the existing one, including cleaning up any waste, leftovers and rubbish at his own expense and risk.
- 3.8.** The Contractor will provide the Ordering Party with **at least a 12-month warranty on the subject of the order.**
- 3.9.** The contractor of the subject of the order (applies to both parts of the subject of the order) must ensure readiness to provide warranty and post-warranty support services in Poland. All services provided by the Contractor under the warranty must be performed by persons with appropriate qualifications. The response time of the Contractor's service to the Ordering Party's notification will not exceed 24 hours. Within this period, the Contractor's staff must determine the cause and method of removing the defect/fault and agree with the Ordering Party the date for removing the defect/fault. The deadline for removing the defect/fault by the Contractor cannot be longer than 7 days.
- 3.10.** The Contractor **will conduct training for a maximum of 12 employees** of the Ordering Party from 8:00 a.m. to 4:00 p.m., at the date and place previously agreed with the Ordering Party. The number of days during which the training will take place will not exceed 3 days (applies to both parts of the subject of the order).
- 3.11.** Before the final acceptance by the Ordering Party, the Contractor will verify the correct operation of the subject of the order (applies to both parts of the subject of the order).
- 3.12.** The date of execution of the Order is the date of signing by both parties of the fault-free final acceptance protocol, which will confirm all completed works, in accordance with the description of the subject of the order.(applies to both parts of the subject of the order).

IV. ORDER CODE COMPLIANT WITH THE COMMON PROCUREMENT VOCABULARY (CPV) (applies to both parts of the subject of the order)

- 42000000-6 Industrial machinery
- 42900000-5 Miscellaneous general and special purpose machinery
- 42990000-2 Miscellaneous special-purpose machines
- 42990000-3 Chemical industry machinery

V. DATE FOR CONCLUSION AND IMPLEMENTATION OF THE AGREEMENT (applies to both parts of the subject of the order)

- 5.1.** The approximate date of concluding the contract is August 2024, but it is possible to postpone the date to a later date, among others: due to the extension of the purchasing procedure for reasons beyond the control of the Ordering Party.
- 5.2.** The order completion date is maximum April 30, 2026, with:
- delivery of the subject of the order will take place by October 31, 2025.

- installation and commissioning subject of the order will be completed by April 30, 2026.

VI. PLACE OF ORDER COMPLETION (applies to both parts of the subject of the order)

6.1. Place of implementation: Rogowiec, ul. Instalacyjna 15, 97-410 Kleszczów

VII. TERMS OF PAYMENT (applies to both parts of the subject of the order)

7.1. The Ordering Party provides for an advance and partial payment. The advance payment will be paid in an amount not exceeding 30% of the remuneration and will depend on the Contractor presenting, within 14 days from the conclusion of the Agreement, unconditional, transferable, irrevocable and payable on first demand, without the need to prove to the guarantor that a given amount is due to the Ordering Party a bank guarantee for the return of the advance payment, covering the amount of the advance payment, with the content (guarantee) previously approved by the Ordering Party.

VIII. CONDITIONS OF PARTICIPATION IN THE PROCEEDINGS AND GROUNDS FOR EXCLUSION

CONDITIONS OF PARTICIPATION IN THE PROCEDURE

(applies to both parts of the subject of the order)

8.1. Tenderers who meet the following conditions may apply for the award of the contract:

8.1.1. **knowledge and experience**

The Ordering Party will consider that the Bidder meets this condition if he/she submits a declaration that has the knowledge and experience necessary for the proper execution of the order and, in the period of 5 years before the deadline for submitting offers, has completed at least 2 deliveries of a technological line for calcining calcium sulfate dihydrate (regarding part 1 of the subject of the order) or at least 1 delivery of a gypsum grinding technological line (regarding 2 parts subject of the order) and will present for inspection documents confirming the execution of similar orders: references or a protocol, or other document confirming the correct execution of deliveries.

How to evaluate the condition:

The assessment of compliance with the above condition will be based on the "meets/does not meet" formula. The Ordering Party will consider this condition to be met if the Bidder submits an appropriate declaration, a template of which has been made available together with this Request for Quotation as Annex No. 1 (Offer form) and will present for inspection documents confirming the execution of similar orders: references or a protocol, or another document confirming the correct execution of deliveries.

8.1.2. **technical potential**

The Ordering Party will consider that the Bidder meets this condition if it declares that it has the technical resources necessary to properly perform the order.

How to evaluate the condition:

The assessment of compliance with the above condition will be based on the "meets/does not meet" formula. The Ordering Party will consider this condition to be met if the Bidder submits an appropriate declaration, a template of which has been made available together with this Request for Quotation as Annex No. 1 (Offer form).

8.1.3. persons capable of fulfilling the order

The Ordering Party will consider that the Tenderer meets this condition if it declares that it has staff having the qualifications necessary for the proper execution of the order.

How to evaluate the condition:

The assessment of compliance with the above condition will be based on the "meets/does not meet" formula. The Ordering Party will consider this condition to be met if the Bidder submits an appropriate declaration, a template of which has been made available together with this Request for Quotation as Annex No. 1(Offer form).

8.1.4. economic or financial situation

The Ordering Party will consider that the Tenderer meets this condition if he/she submits a declaration that he/she is in an economic and financial situation ensuring proper execution of the order, in particular he/she is not in a state of bankruptcy, restructuring or liquidation.

How to evaluate the condition:

The assessment of compliance with the above condition will be based on the "meets/does not meet" formula. The Ordering Party will consider this condition to be met if the Bidder submits an appropriate declaration, a template of which has been made available together with this Request for Quotation as Annex No. 1(Offer form).

GROUND FOR EXCLUSION FROM PARTICIPATION IN THE PROCEEDINGS

(applies to both parts of the subject of the order)

8.2. Grounds for exclusion:

8.2.1. Entities related personally or by capital are excluded from participating in the proceedings with the Ordering Party.

Capital or personal connections are understood as mutual connections between the Ordering Party or persons authorized to enter into 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 Bidder, consisting in particular of:

- a) participating in a company as a partner in a civil partnership or partnership,
- b) owning at least 10% of shares or shares, unless a lower threshold is indicated from legal provisions or not specified in other documents related to the project,
- c) acting as a member of the supervisory or management body, proxy, proxy,
- d) being married, in a relationship of consanguinity or affinity in the direct line, consanguinity or affinity in the collateral line up to the second degree, or being in a relationship by virtue of adoption, guardianship or guardianship, or being in cohabitation with the Contractor, his legal representative or members of the managing bodies or bodies supervisory boards of contractors applying for the contract,
- e) being in such a legal or factual relationship that there is justified doubt as to their impartiality or independence in connection with the contract award procedure.

Method of verifying the grounds/lack of grounds for exclusion:

The assessment of compliance with the above condition will be based on the "meets/does not meet". Formula verification will be based on the Bidder's statement included in Annex No. ... (Offer Form) and the statements of the Ordering Party and persons performing

activities on behalf of the Ordering Party related to the preparation and conduct of the Contractor selection procedure.

8.2.2. Entities in relation to which the following circumstances occur are also excluded from participation in the proceedings:

- a) described in art. 7 section 1 of the Act of April 13, 2022 on special solutions for counteracting support for aggression against Ukraine and for protecting national security;
- b) described in art. 5k of Council Regulation (EU) No. 833/2014 of 31 July 2014 concerning restrictive measures in connection with Russia's actions destabilizing the situation in Ukraine (OJ EU No. L 229 of 31/07/2014, p. 1), as amended granted by Council Regulation (EU) No. 2022/576 amending Regulation (EU) No. 833/2014 concerning restrictive measures in connection with Russia's actions destabilizing the situation in Ukraine (OJ EU No. L 111 of 8/04/2022, page 1 , as amended).

Method of verifying the grounds/lack of grounds for exclusion:

Verification will be based on the Bidder's declaration.

- 8.1. Offers submitted by entities that do not meet the conditions for participation in the procedure or in relation to which there are grounds for exclusion from participation in the proceedings will be rejected and will not be assessed.

IX. DESCRIPTION OF THE METHOD OF CALCULATING THE PRICE (applies to parts 1 and 2 of the subject of the order)

- 9.1. The price should be calculated and provided for each part of the subject of the order separately in net and gross value and entered in the offer form.
- 9.2. Prices expressed in a currency other than PLN will be converted into PLN according to the average NBP exchange rate on the day of announcing the request for quotation.
- 9.3. The price should include all costs related to the execution of the order.
- 9.4. The price specified in the offer may not change during the execution of the contract, unless the change is to the benefit of the Ordering Party.
- 9.5. If the offered price or cost seems abnormally low in relation to the subject of the order, the Ordering Party may request the Bidder to provide explanations within a specified period, including submitting evidence regarding the price or cost calculation. The Ordering Party will evaluate these explanations in consultation with the Bidder and may reject this offer if the submitted explanations and evidence do not justify the price or cost stated in this offer.

X. DESCRIPTION OF CRITERIA WHICH THE ORDERING AUTHORITY WILL FOLLOW WHEN SELECTING AN OFFER

- 10.1. Contractors' offers will be assessed separately for each part of the subject of the contract according to the following criteria:

Price – 40%

Order completion date - installation and commissioning - 30%

Total electrical power of devices – 20%
Guarantee - 10%

10.2. The offer will be scored according to the formula (applies to both parts of the subject of the contract):

$$O_P = P_C + P_T + P_E + P_G$$

Where:

- O_P - point evaluation of the offer
- P_C - number of points obtained under the "Price" criterion
- P_T - number of points obtained under the "Order completion date - installation and commissioning" criterion
- P_E - number of points obtained under the "Total electrical power of devices" criterion
- P_G - number of points obtained under the "Guarantee" criterion

10.3. The number of points (P_C) in the "Price" criterion will be calculated according to the formula (applies to both parts of the subject of the contract):

$$P_C = \frac{C_N}{C_B} * 40$$

Where:

- P_C - number of points under the "Price" criterion
- C_N - the lowest net price among all offers subject to evaluation
- C_B - net price of the examined offer

An offer under the "Price" criterion can receive a maximum of 40 points.

10.4. The number of points (P_T) in the "Order completion date - installation and commissioning" criterion will be awarded as follows (applies to both parts of the subject of the order): P_T

- order completion date: January 31, 2026 and earlier – 30 points
- order completion date from February 1, 2026 to March 31, 2026 – 15 points
- order completion date from April 1, 2026 to April 30, 2026 – 0 points

An offer under the criterion "Order completion date - installation and commissioning" may receive a maximum of 30 points.

10.5. Number of points (P_E) in the criterion "Total electrical power of devices" will be awarded separately for each part of the subject of the contract as follows:

For 1 part of the subject of the order:

- total electrical power of the offered devices: 740 kW and less – 20 points
- total electrical power of the offered devices: from 741 kW to 799 kW – 10 points
- total electrical power of the offered devices: 800 kW and more – 0 points

For 2 parts of the subject of the order:

- total electrical power of the offered devices: 420 kW and less – 20 points
- total electrical power of the offered devices: from 421 kW to 499 kW – 20 points
- total electrical power of the offered devices: 500 kW and more – 0 points

Offer under the criterion "Total electrical power of devices" can obtain a maximum of 20 points - separately for each part of the subject of the contract.

10.6. The number of points (P_G) in the "Guarantee" criterion will be awarded as follows (applies to both parts of the subject of the order):

- warranty lasting over 24 months – 10 points
- warranty lasting between 13 months and 24 months – 5 points
- 12-month warranty – 0 points

An offer under the "Guarantee" criterion can receive a maximum of 10 points.

10.7. The offer will be considered the most advantageous, separately for each part of the subject of the contract, which will receive the highest number of points after summing up the points from all offer evaluation criteria. **An offer within one of the parts of the subject of the contract may receive a maximum of 100 points.** Calculations will be made with an accuracy of two decimal places.

10.8. If several offers receive the highest number of points, the offer with the lowest price will be considered the most advantageous among them. If several offers receive the highest number of points and are also the lowest price, the Ordering Party will call on the Bidders who submitted these offers to submit additional offers in which they will determine the new price. The price specified in the additional offer cannot be higher than the price originally offered.

XI. PLACE AND DATE FOR SUBMITTING AND OPENING OFFERS

- 11.1. The offer (for part I and/or II of the subject of the contract) must be submitted by: **19/08/2024**
- 11.2. The offer should be submitted electronically to the Ordering Party's e-mail address: inwestycjedn@dolina-nidy.com.pl
- 11.3. The date of submission of the offer via: inwestycjedn@dolina-nidy.com.pl
- 11.4. Due to the possibility of automatic transfer of messages to SPAM or to another folder, the Ordering Party suggests sending e-mails for "Delivery confirmation".
- 11.5. Offers submitted in a manner other than that described above will not be considered.
- 11.6. The Ordering Party does not plan to open offers publicly.

XII. DESCRIPTION OF THE METHOD OF PREPARING THE OFFER

- 12.1. The Ordering Party allows the submission of partial offers according to the division in the request for quotation.
- 12.2. **The tenderer may submit an offer for part I and/or part II of the subject of the contract. Submitting two or more offers for the same part of the subject of the order will result in rejection of all offers submitted by a given Bidder.**
- 12.3. **The offer must be prepared in Polish.** Documents prepared in a foreign language should be submitted with a translation into Polish (a sworn translation is not required).
- 12.4. The offer and its attachments must be signed by persons authorized to represent the Bidder in accordance with the representation resulting from the relevant register or on the basis of the power of attorney granted.
- 12.5. The offer must include:

- **completed and signed** offer form (in accordance with Annex 1 to the request for quotation),
 - **documents resulting from Chapter III and VIII of the request for quotation,**
 - **power of attorney to act on behalf of the Bidder**, if the offer was signed by a person (persons) acting on the basis of a power of attorney,
- 12.6. If the Bidder presents in the offer information that constitutes a trade secret within the meaning of the Act of 16 April 1993 on combating unfair competition, **it should clearly indicate which sections of the offer constitute a trade secret and cannot be disclosed to third parties.**
- 12.7. Before the deadline for submitting offers, the Bidder may make changes to the submitted offer or withdraw it. Changes to the offer or its withdrawal are made under the same conditions as its submission.
- 12.8. Bidders are **obliged to carefully read the information contained in the request** for quotation and with any changes in the content of the request, explanations and answers published by the Ordering Party during the procedure and preparation of the offer in accordance with the requirements specified by the Ordering Party.

XIII. METHOD OF COMMUNICATION BY THE ORDERING PARTY WITH THE OFFERERS

- 13.1. No information, explanations or answers to inquiries addressed to the Ordering Party by telephone are provided.
- 13.2. Questions submitted by Bidders regarding the request for quotation and applications clarifications regarding the content of the inquiry should only be sent via e-mail: inwestycjedn@dolina-nidy.com.pl
- 13.3. The Ordering Party's answers to the Bidders' questions and explanations to the content of the request for quotation will be sent to the Bidders using the e-mail address: inwestycjedn@dolina-nidy.com.pl at the same time they will be posted on the Ordering Party's website dolaninidy.com.pl/inwestycje/
- 13.4. In correspondence related to this procedure, Bidders should use the procedure number: Request for quotation No. 1/DN/2024.
- 13.5. All notices, declarations, applications and information submitted in electronic form require, at the request of each Party, immediate confirmation of their receipt.
- 13.6. Provided this does not affect competitiveness, during the examination of offers, the Ordering Party has the right to request explanations from the Bidders regarding the content of the submitted offers and supplementation of the documentation.
- 13.7. The Ordering Party has the right to ask the Bidder for permission to correct obvious clerical and calculation errors.
- 13.8. In the proceedings, declarations, applications, notices and information are provided by the Ordering Party and the Bidders in Polish. Documents submitted in a foreign language should be submitted with a translation into Polish (a sworn translation is not required).

XIV. PROCEDURE FOR EVALUATING OFFERS AND ANNOUNCEMENT OF RESULTS

- 14.1. The Ordering Party reserves the right to additionally verify the credibility of the documents, statements, data and information presented by the Tenderers during the evaluation of the offer.

- 14.2. Information about the outcome of the procedure will be published on the Ordering Party's website dolinanidy.com.pl/inwestycje/ and if the invitation to submit offers was made public through other channels (e.g. e-mails), information about the result of the procedure will be published simultaneously through them (e.g. e-mails).
- 14.3. The selected Bidder will be informed by phone or e-mail about the date and place of signing the Conditional Agreement. The conditional agreement will be deemed concluded once signed by both Parties.
- 14.4. If the Tenderer whose offer has been selected fails to conclude the Conditional Agreement, the Ordering Party has the right to sign the Conditional Agreement with the Tenderer whose offer received the next highest number of points, without re-conducting the tender procedure.

XV. IMPORTANT PROVISIONS OF THE AGREEMENT AND CONDITIONS FOR CHANGING IMPORTANT PROVISIONS OF THE AGREEMENT

The Ordering Party expects to include the following important provisions in the contract:

15.1. In terms of contractual penalties:

- 15.1.1. the possibility of charging the Contractor with a contractual penalty of up to 10% of the gross value of the subject of the contract in the event of delay in the performance of the subject of the contract in whole or in part, with the possibility of indicating a contractual penalty for each day of delay up to the above-mentioned limit
- 15.1.2. possibility of charging the Contractor with a contractual penalty of up to 20% of the gross value of the subject of the contract in the event of termination of the contract by the Ordering Party for reasons attributable to the Contractor or withdrawal by the Ordering Party from the Agreement for reasons attributable to the Contractor, as well as in the event of termination of the contract by the Contractor or withdrawal from contract by the Contractor for reasons not attributable to the Ordering Party;
- 15.1.3. the possibility of charging the Contractor with a contractual penalty of up to 10% of the gross value of the subject of the contract in the event of delay in the performance of warranty or guarantee obligations, with the possibility of specifying a contractual penalty for each day of delay up to the above-mentioned limit
- 15.1.4. the Ordering Party's right to claim compensation on general terms in excess of the amount of contractual penalties stipulated in the contract.

15.2. Regarding payment:

- 15.2.1. The Ordering Party provides for an advance and partial payment. The first advance payment will be paid in an amount not exceeding 40% of the remuneration, the final payment of the remuneration will take place after the acceptance of the subject of the contract without any reservations by the Ordering Party and the delivery to the Ordering Party by the Contractor of a correctly issued VAT invoice relating to the performance of the subject matter of the contract.
- 15.2.2. Payment of the remuneration will be made by transfer after the conditions described in the section above are met, and the day of debiting the Ordering Party's bank account is considered the date of payment.
- 15.2.3. In the event of issuing an invoice that does not match, among others: in accordance with the contract or applicable law, the payment period begins after the irregularities have

been clarified, the missing documents have been completed or the correction invoice has been received (in the event of a discrepancy between the amount due or the content of the invoice).

15.3. In terms of warranty:

15.3.1. the Ordering Party's right to repair or remove defects of the subject of the contract during the warranty or guarantee period on its own or to commission the removal of defects or defects to a third party, but at the expense of the Contractor, in the event that the Contractor fails to perform or untimely performs its obligations under the warranty or warranty, while and such substitute performance will not require the consent of the Contractor or the court.

15.4. In terms of confidentiality:

15.4.1. The Contractor undertakes to keep secret all information provided directly or indirectly by the Ordering Party, especially that constituting a trade secret as defined in the Act on Combating Unfair Competition (in any form, i.e. in particular oral, written, electronic), as well as information obtained by the Contractor in other ways during cooperation.

15.4.2. During the period of execution of the Agreement and 3 (three) years after completion, the Contractor will not disclose in any form to any third party, without the prior written consent of the Ordering Party, any information regarding the terms of the Agreement, as well as any information regarding the Ordering Party that became known to him as a result of the execution of the Agreement. .

15.4.3. The contractor may provide the above-mentioned information to persons with whom one cooperates in the performance of the Agreement, but only for the purpose of performing the Agreement and to the extent necessary for a given person to perform his or her duties, after obliging that person to maintain confidentiality at least under the conditions specified in the point regarding confidentiality. In particular, the Contractor will take steps to oblige these persons to maintain confidentiality, including: in the field of IT security and during external communication.

15.4.4. The Contractor is obliged to take such security measures and procedures as will be appropriate and sufficient to ensure safe processing of information, including in accordance with this Agreement and legal provisions, to prevent any unauthorized use, transfer, disclosure or access to this information. The Contractor will not, in particular, copy or record them unless it is justified by the proper performance of this Agreement by the Contractor. The Contractor is obliged to immediately notify the Ordering Party of any breaches of protection rules or unauthorized disclosure or use of information in connection with the implementation of this Agreement.

15.4.5. Confidentiality provisions do not apply to information that:

15.4.5.1. are or become publicly known other than as a result of a breach of the confidentiality obligation by the Contractor, or

15.4.5.2. was obtained by the Contractor from a third party who was not obliged to maintain confidentiality with respect to such information, or

15.4.5.3. are subject to the obligation to disclose legally binding or immediately enforceable decisions of public authorities under mandatory provisions of common law. Provided that the Contractor will immediately inform the Ordering Party in writing about the obligation to disclose information and its

scope, and will also take into account, as far as possible, the Ordering Party's recommendations regarding the disclosure of information, in particular with regard to submitting a request for exclusion of disclosure, the validity of filing an appropriate appeal, an appeal or other equivalent legal remedy and inform the public authority concerned about the protected nature of the information provided.

- 15.5. The Ordering Party reserves the right to make significant changes to the provisions of the concluded contract in relation to the content of the offer on the basis of which the Contractor was selected, in the following scope and situations:
 - 15.5.1. changes in the provisions of European Union or national law to the extent affecting the implementation of the Agreement (in particular changes in VAT rates);
 - 15.5.2. improving the technical parameters of the subject of the order, without affecting the net lump sum price;
 - 15.5.3. extending the order completion date due to the need to perform additional work, the execution of which is necessary for the proper performance of the contract and the execution of which the Ordering Party, acting with due diligence, could not have predicted in advance;
 - 15.5.4. extension of the order completion date due to force majeure, along with all the consequences resulting from the extension of this deadline;
 - 15.5.5. extension of the order completion date for other reasons beyond the control of the Contractor;
 - 15.5.6. changes in the parameters of the subject of the contract, change in the material scope of the contract and change in the method of performing the order, not leading to a change in the nature of the contract - technological changes, in particular: the need to perform the order using other technical/technological and material solutions than those indicated in the request for quotation, in a situation where application of the solutions provided would result in non-performance or defective performance of the contract;
 - 15.5.7. changes regarding the eligibility of costs;
 - 15.5.8. in the event of discrepancies or ambiguities in the meaning of the terms used in the contract, which cannot be removed in any other way, and the change will enable the removal of discrepancies and clarification of the contract in order to unambiguously interpret its provisions by the Parties;
 - 15.5.9. as a result of other circumstances beyond the control of the Contractor or the Ordering Party, the occurrence of which could not have been predicted at the stage of concluding the Agreement and which arose after the signing of the Agreement or as a consequence of events related to the activities of the Ordering Party or the Contractor or economic events or events already ongoing at the time of concluding this Agreement political.
- 15.6. The Ordering Party also provides for the possibility of making insignificant changes to the provisions of the concluded contract in relation to the content of the offer on the basis of which the Contractor was selected.
- 15.7. The Ordering Party reserves the right to award the Contractor additional orders not covered by the subject of the basic order, provided that they become necessary for the proper execution of the order and the following conditions are met:

- 15.7.1. a change of contractor cannot be made for economic or technical reasons, in particular regarding the interchangeability or interoperability of equipment, services or installations ordered under the basic contract;
- 15.7.2. a change of contractor would cause significant inconvenience to the Ordering Party or a significant increase in costs for the Ordering Party;
- 15.7.3. the value of each subsequent change does not exceed 50% of the order value originally specified in the contract.
- 15.8. The Ordering Party reserves the right to award the Contractor a supplementary order (in accordance with the description of the subject matter of the basic order) in an amount not exceeding 50% of the value of the basic order specified in the contract concluded with the Contractor.
- 15.9. Changes to the contract will be introduced in writing, and the possibility of their introduction will depend on the acceptance of the Parties.
- 15.10. The Ordering Party provides for the possibility of specifying the above-mentioned details in the contract with the Contractor. provisions or inclusion of additional provisions, if the need to introduce or specify them in detail results from, among others, from the specificity of the subject of the order or will have a positive impact on the principles of cooperation between both Parties or on the implementation of the contract.
- 15.11. Any disputes between the Ordering Party and the Contractor will be resolved by a common court with jurisdiction over the Ordering Party.

XVI. CONDITIONS FOR WITHDRAWAL FROM THE AGREEMENT

- 16.1. The Ordering Party has the right to withdraw from the Agreement in whole or in part, within 14 days from the occurrence of the following events:
 - 16.1.1. due to the lack of written or e-mail information from the Contractor on the status of the implementation of the Subject of the Agreement for 3 days from the date of sending the inquiry by the Ordering Party by e-mail or in writing;
 - 16.1.2. the Contractor's delay in completing the subject of the order by 30 days compared to the deadline specified in the contract;
 - 16.1.3. the Ordering Party's loss of external funds for the implementation of the project from which the purchase of the subject of the order is financed.
- 16.2. The right of withdrawal is exercised by submitting an appropriate written declaration under pain of nullity.
- 16.3. The Parties exclude liability for non-performance or improper performance of this Agreement if its cause was a force majeure event, i.e. an event which the Parties were unable to predict when concluding this Agreement, the occurrence of which the Parties had no influence and which the Parties did not could have been avoided with due care.
- 16.4. The Party invoking force majeure is obliged to notify the other Party of such a case in writing or by e-mail within 3 days from the date of its occurrence, specifying the circumstances of its occurrence and justifying their impact on the possibility of performing the Agreement. If it is not possible or difficult to meet the specified deadline for the execution of the subject of the order due to force majeure, the 3-day period should be counted from the date on which the

notification became possible, but no later than the date on which the effects of force majeure cease.

- 16.5. If either Party fails to notify the other Party of the occurrence of a force majeure event referred to above, the Party that failed to comply with the notification obligation will be liable for damage resulting from non-performance or improper performance of the contract due to the said force majeure.
- 16.6. The provisions of the Agreement do not exclude or limit in any way the right of the Parties to withdraw from the Agreement in cases provided for by provisions generally applicable in the Republic of Poland.
- 16.7. The Ordering Party provides for the possibility of specifying the above-mentioned details in the contract with the Contractor. provisions or inclusion of additional provisions, if the need to introduce or specify them in detail results from, among others, from the specificity of the subject of the order or will have a positive impact on the principles of cooperation between both Parties or on the implementation of the contract.

XVII. OTHER INFORMATION

- 17.1. The Ordering Party reserves the right to change or supplement the content of the request for quotation before the deadline for submitting offers. Information about changes or additions to the content of the request for quotation will be published on the Ordering Party's website dolinanidy.com.pl/inwestycje/
- 17.2. **If the changes or additions to the content of the request for quotation require changes to the content of the offers, the Ordering Party will extend the deadline for submitting offers by the time needed to make changes to the offer..**
- 17.3. The bidder bears all costs related to the preparation and submission of the offer.
- 17.4. The Ordering Party reserves the right to terminate the Agreement with the Contractor at any time without any compensation to the Contractor in the event of:
 - 17.4.1. failure or necessity to interrupt the research/project work carried out;
 - 17.4.2. the need for the Ordering Party to repeat the tender procedure as a result of verification of market conditions or identification of irregularities in the purchasing process.
- 17.5. The Ordering Party does not allow variant offers.
- 17.6. The Ordering Party allows the submission of partial offers.
- 17.7. The tenderer submitting the offer remains bound by it for a period of 60 days from the date of expiry of the offer submission deadline.
- 17.8. The selection of the most advantageous offer does not mean that the Ordering Party is obliged to conclude an agreement with the Contractor.
- 17.9. PERSONAL DATA PROTECTION

With respect to personal data contained in offers, the Ordering Party will become the administrator of this data within the meaning of Art. 4 point 7 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 ("GDPR"). The Ordering Party will process this data in order to evaluate offers, conclude a contract with the selected Contractor and for the purposes of

performing the contract for the implementation of the project, i.e. pursuant to Art. 6 section 1 letter b) GDPR.

The Ordering Party will provide personal data contained in the submitted offers, on the basis of applicable legal provisions, to authorized bodies and institutions authorized to inspect projects co-financed from funds from the European Union budget and national funds. These data will be transferred in particular to the Institution Responsible for Investment Implementation - the Ministry of State Assets, and their administrator will be the Minister of State Assets.

The Ordering Party will process personal data during the period in which it is obliged under applicable law to store all documentation related to the project.

17.10. The Ordering Party reserves that:

- 17.10.1. has the right not to select any of the submitted offers;
- 17.10.2. has the right to cancel the tender procedure at any time without giving a reason or informing the Bidders in advance;
- 17.10.3. has the right to change or supplement the documents included in the request for quotation, which will become its integral part;
- 17.10.4. may extend the deadline for submitting offers, however, the Bidder is not entitled to any claims against the Ordering Party in connection with the above.

17.11. The Ordering Party reserves the right to withdraw from concluding the contract in the event of any of the following: situation:

- 17.11.1. failure to receive a positive decision regarding funding for the Project;
- 17.11.2. failure to conclude an agreement on non-repayable support from the development plan, under which it was planned to finance the subject of the order in whole or in part;
- 17.11.3. the need to repeat the tender procedure, among others as a result of verification of market conditions, identification of irregularities in the purchasing process, need to modify parameters and/or requirements regarding the subject of the order;
- 17.11.4. resignation from starting or continuing the implementation of the Project under which it was intended to finance part or all of the subject of the order;
- 17.11.5. The bidder will be informed by the Ordering Party about the decision to withdraw from concluding the contract.

XVIII. LIST OF ANNEXES

The following documents are attached to this request for quotation:

Attachment designation	Attachment name
Appendix No. 1	Offer form
Appendix No. 2	Detailed requirements