## Gdańsk, January 29, 2024

## REQUEST FOR PROPOSAL

## In connection with the implementation of the project "Pioneering hybrid materials for CO2 photoconversion" No: NOR/SGS/HotHybrids/0130/2020-00. The project is funded by the Financial Mechanism of the European Economic Area (EEA) and the Norwegian Financial Mechanism 2014-2021.

## Order Number: 4.4/HotHybrids/2024

## Order Name: Purchase and delivery of consumables

## The ordering party does not allow the submission of variant offers.

## The ordering party does not allow the submission of partial offers.

## The ordering party reserves the right to cancel the entire procedure until the selection of the most advantageous offer.

## In connection with the implementation of the project financed by the Norwegian Funds and the Financial Mechanism of the European Economic Area (EEA) for the years 2014-2021, all documentation related to the request for proposals, including the offer, correspondence with suppliers, contract, invoices, acceptance protocols, will be submitted to the Managing Institution. Additionally, the offer price will be provided in the resolution of the Request for Proposal.

## SECTION 1: ORDERING PARTY

## 1.1 Name and address of the ordering party

## University of Gdańsk

## Bażyńskiego Street 8

## 80-309 Gdańsk

## Tax Identification Number (NIP): 584-020-32-39

## 1.2 Specification of the subject of the order:

## CPV Code 09211000-1: Lubricating oils and greases

## SECTION 2: SUBJECT OF THE ORDER

## 2.1 Procurement mode

## This procedure is carried out through a request for proposal, maintaining the principle of competitiveness. The basis for initiating this procedure is the applicable Guidelines for awarding contracts under the EEA Financial Mechanism for the years 2014-2021 and the Norwegian Financial Mechanism for the years 2014-2021.

## 2.2 Specification of the subject of the order

## The subject of the order is the purchase and delivery of consumables for the needs of the project listed in Annex 4.

## 2.2.1 Name given to the order by the ordering party

## Purchase and delivery of consumables for the needs of the project (4.4/HotHybrids/2024).

## The ordering party anticipates procurement under the project: "Pioneering hybrid materials for CO2 photoconversion (acronym HotHybrids)" (contract number: NOR/SGS/HotHybrids/0130/2020-00) in accordance with the current demand arising from the conducted research activities.

## 2.2.2. Description of the subject of the order

## The subject of this order is the purchase and delivery of consumables for the needs of the project.

## 1. A detailed specification of products comprising the order is presented in Annex 4 to this Request for Proposal.

## 2. The delivery of selected products will take place after the ordering party places an order specifying their type and quantity, from the date of signing the contract, in accordance with the delivery deadline declared by the bidder in the Offer Form. The offered delivery time cannot exceed 30 days.

## 3. The ordering party allows the possibility of delays in the delivery of the subject of the order caused by force majeure, which could not have been prevented. In the case of justified impossibility of delivering the order within the deadline specified in the offer, the Contractor will inform the ordering party about the anticipated delay.

## 4. The offer price presented in the Offer Form includes the total cost of order fulfillment, including the costs of order transportation.

## 5. Due to the specificity of the research conducted, the ordering party reserves the right to change the estimated quantities of products in the Offer Form.

## 6. The research nature of the project requires the identification of specific products (manufacturer and catalog numbers). However, offers for equivalent products are allowed. The ordering party may request the bidder to provide relevant documents to confirm the quality of the offered equivalent products (quality specification, quality control certificate, analysis certificate, or other equivalent documents), from which it will unequivocally follow that the offered subject of the order has the same or better quality parameters.

## 7. In case the Contractor cannot deliver the product covered by the offer (due to reasons beyond the Contractor's control), it is possible to deliver a substitute with different trademarks, patents, or origin, but not with different properties and functionalities than specified in the subject description of the order. This change is not an amendment to the contract and therefore does not require an annex. In the case of delivering a substitute/equivalent product, the ordering party may request the delivery of Certificates of Analysis/Sterility, Quality Control Certificates, or other equivalent documents confirming the purity/quality class of the product along with the order delivery.

## 2.2.3. Conditions

## 1. The submission of variant offers is not allowed.

## 2. The submission of partial offers is not allowed.

## 3. Offer validity period: 30 days from the deadline for submitting offers, with the first day of the offer validity period being the day the offer submission deadline expires.

## 4. The ordering party reserves the right to cancel the procedure without stating reasons, and may do so at any time without liability to bidders who have submitted offers.

## 2.3. Requirements for bidders

## The ordering party specifies that only bidders who:

## 1. Have the right to perform a specific activity or task if legal regulations require them to have such rights to perform the activity covered by the order.

## 2. Have a representative dedicated to contact the ordering party with education in the field of chemistry (or related field), who will exercise substantive control over the proper implementation of orders, including consulting issues related to potential equivalent/substitute products.

## 3. Accept the content of the contract attached to the Request for Proposal (Attachment No. 2).

## 4. Submit a statement of no connections between cooperating entities (Attachment No. 3).

## Bidders who are personally or capital-wise related to the ordering party are excluded from the procurement procedure. Personal or capital-related ties refer, in particular, to:

## a) Participation in a partnership as a partner in a civil partnership or partnership,

## b) Ownership of at least 10% of shares,

## c) Holding the position of a member of a supervisory or management body, proxy, or representative,

## d) Being in a marital relationship, direct lineal or second-degree collateral relationship or affinity, or in a relationship of adoption, guardianship, or custody.

## e) Being in a legal or factual relationship with the ordering party that may raise reasonable doubts about the impartiality of those persons.

## The assessment of meeting the above conditions will be made on a meets/does not meet basis. Offers that do not meet at least one of the conditions described in points 2.3 will be excluded from the procedure.

## 2.4. Submission of offers:

## 2.4.1. Basic requirements

## 1. Each bidder may submit only one offer.

## 2. The offer must be prepared strictly according to the requirements specified in this request.

## 3. The offer must be signed by persons authorized to represent the bidder.

## 4. Authorization of persons signing the offer to sign it must directly result from the documents attached to the offer. This means that if such authorization does not directly result from a document confirming the legal status of the Tenderer (extract from the relevant register or a certificate of entry into the business activity register), the offer must include the original or a certified copy for conformity with the original of the relevant power of attorney issued by persons authorized to do so. A power of attorney sent electronically in the form of a scanned signed document or bearing a qualified signature is considered by the Ordering Party as an original.

## 5. Templates of documents/declarations attached to this inquiry should be filled out by the Tenderer and included with the offer.

## 6. The cost of preparing and delivering the offer is covered by the Tenderer.

## 2.4.2. Form of the offer

## 1. The offer must be prepared in Polish or English and must be in written form.

## 2. Documents may be submitted in the form of originals or copies certified by the Tenderer as conforming to the original. Statements attached to this Tender Inquiry should be signed and submitted in the original form. The conformity with the original of all pages of copied documents included in the offer must be confirmed by the person (or persons, if two or more persons are authorized to represent the Contractor) signing the offer in accordance with the document specifying the legal status of the Contractor or the power of attorney attached to the offer.

## 3. Documents sent electronically in the form of a scanned signed offer or bearing a qualified signature are recognized by the Ordering Party as originals.

## 4. The Ordering Party may request the presentation of the original or notarially certified copy of the document only in a situation where the copy of the document submitted by the Tenderer is illegible or raises reasonable doubts about its authenticity, and the Ordering Party cannot verify its authenticity in any other way.

## 2.4.3. Contents of the offer

## The offer should include at least:

## 1. In case the documents are signed by a person/persons to represent the Tenderer other than indicated in the Tenderer's registration document, the offer must include a power of attorney to represent the Tenderer in the procurement procedure or representation in the procedure and conclusion of a contract regarding the order. The forms of submitting the power of attorney accepted by the Ordering Party have been specified in point 2.4.1, item 4."

## 2. Signed attachments by authorized persons:

## a) Attachment No. 1 – completed offer form,

## b) Attachment No. 3 - declaration of no connections between cooperating entities.

## 3. The Tenderer's offer.

## 2.4.4. Place, deadline, and method of submitting the offer

## 1. Offers must be submitted by 07.02.2024.

## 2. The offer must be submitted by choosing one of the following methods:

## a) electronically through the Competitive Base platform:

## by attaching a scanned signed offer with attachments or in the form of documents bearing a qualified electronic signature.

## b) in person, by courier, or by Polish Post at the Ordering Party's headquarters, 80-308 Gdańsk, ul. Wita Stwosza 63, University of Gdańsk, Faculty of Chemistry, Department of Environmental Technology, from Monday to Friday, from 8:00 am to 4:00 pm, in a paper version, in an opaque, sealed envelope secured against opening, which should be labeled as follows:

## Tenderer's Name:……………………………..

## Tenderer's Address:………………………………..

## Contact Person (name, surname, email address):…………………………………..

## Offer No. 4.4/HotHybrids/2024 "Purchase and delivery of consumables for the implementation of the project."

## 3. Offers received after the deadline will be returned to Tenderers without evaluation as invalid.

## 2.5. Procedure for consideration of offers:

## 1. The Ordering Party evaluates the received offers (in accordance with the requirements presented in point 2.4.4.) according to the evaluation criteria specified in point 2.7.1.

## 2. The offer that received the highest score during the substantive analysis (according to 2.7.1) is verified for compliance with the offered products with the technical specification presented in Annex No. 1. The Ordering Party may request additional explanations or supplements from the Tenderer during the offer analysis if the information provided in the offer does not allow for an objective assessment. The Ordering Party rejects the offer of the Tenderer who did not provide explanations within the specified period or if the assessment of the explanations confirms that the offer does not comply with the technical specification. In this situation, the Ordering Party evaluates the next offer in line according to the score obtained according to point 2.7.1.

## 3. The Ordering Party examines whether the offer that received the highest score according to point 2.7.1 and positively passed the substantive assessment (according to 2.7.2) meets the formal conditions. The Ordering Party may request the Tenderer to supplement formal deficiencies in the offer, such as: powers of attorney, statements about the lack of connections between cooperating entities, etc. The Ordering Party rejects the offer of the Tenderer who did not submit supplements within the specified period or if the received response confirms that the offer does not meet the formal conditions. An offer that does not meet at least one condition described in points 2.2.3, 2.3, 2.4 is rejected, and the Ordering Party evaluates the next highest-rated offer.

## 4. For responses related to clarification or supplementation of the offer, a period of 2 working days is accepted from the date of delivery of the inquiry/request for clarification or supplementation by the Ordering Party.

## 5. After evaluating the offers, the Ordering Party will inform the Tenderers by email about the selection of the most advantageous offer.

## 2.6. Rejection of the offer, exclusion of the Tenderer

## 1. The Ordering Party rejects the offer if:

## a) its content does not correspond to the content of this tender inquiry or is incomplete,

## b) its submission constitutes an act of unfair competition within the meaning of the provisions on unfair competition,

## c) The Tenderer did not provide explanations/supplements regarding the content of the submitted offer in response to the Ordering Party's request,

## d) it was submitted by a Tenderer who does not meet the criteria of this procedure or by an excluded Tenderer,

## e) it is invalid based on separate regulations.

## 2. Tenderers are excluded from the procurement procedure who:

## a) directly performed activities related to the preparation of the procedure or used persons participating in the performance of these activities to prepare the offer unless the participation of these contractors in the procedure does not hinder fair competition,

## b) provided false information that affects or may affect the result of the ongoing procedure,

## c) did not demonstrate compliance with the participation conditions in the procedure,

## d) are personally or capital-related to the Ordering Party.

## The offer of an excluded Tenderer is considered rejected.

## 2.7. Criteria for evaluating offers:

## 1. Evaluation according to point scoring criteria - The Ordering Party evaluates received offers according to the following criteria:

## a) price (60%)

## b) delivery time for the subject of the order (40%)

## 2. Substantive evaluation - The Ordering Party assesses whether the presented offer is in accordance with the technical specification presented in Annex No. 4.

## 3. Formal evaluation - The Ordering Party examines whether the offer

SECTION III: ADDITIONAL INFORMATION

3.1. Project Funding:

The Ordering Party informs that the project "Pioneering hybrid materials for CO2 photoconversion" (acronym HotHybrids), contract number: NOR/SGS/HotHybrids/0130/2020-00, is funded by the Financial Mechanism of the European Economic Area (EEA) and the Norwegian Financial Mechanism 2014-2021.

3.2. Communication Channels

1. All correspondence related to the preparation of offers, including formal and technical questions, should be sent electronically to the email address anna.pancielejko@ug.edu.pl or submitted through the Competitive Database platform. The Ordering Party will respond to questions within 5 working days from the receipt of the inquiry, provided that the questions are received no later than 2 working days before the offer submission date (the 2-day period does not include the day of offer submission). When calculating the period from the date of the question, it should be noted that the day the question is received is not considered, and the first day of the period is the next working day after receiving the question. Responses will be provided by the Ordering Party through the Competitive Database and, additionally, in the form of an email response to the questions received via email.

2. The content of the inquiry is available at the Project Office of the Ordering Party: 80-308 Gdańsk, ul. Wita Stwosza 63, University of Gdańsk, Faculty of Chemistry, Department of Environmental Technology, and also in the Competitive Database of European Funds https://bazakonkurencyjnosci.funduszeeuropejskie.gov.pl/.

3. If the answers to questions or reported problems involve a change in the contract conditions, all Bidders will be notified of the changes by email to the addresses provided during the offer submission, and questions and answers, as well as changes to conditions, will be communicated.

3.3. Contract Execution Period

1. The implementation of orders will begin after signing the contract, starting from the day of submitting the first order. Orders will be fulfilled according to the delivery schedule declared by the Bidder in the Offer Form.

3.4. Essential Contract Provisions

1. After the completion and public disclosure of the results of the Tender procedure, the Ordering Party and the Bidder will sign an appropriate Cooperation Agreement. The Agreement template is Annex No. 2 to this Tender. The selected Bidder is obliged to sign the Agreement within 7 days from the date of receiving the invitation from the Ordering Party to sign the Agreement. If the Bidder whose Offer has been chosen refuses to conclude the Agreement, the Ordering Party may choose the next most advantageous offer from the remaining offers.

2. The Ordering Party reserves the right to change the contract concluded with the selected Bidder in the event of at least one of the circumstances listed below, taking into account the specified conditions for their introduction:

a) the occurrence of force majeure preventing the timely performance of the subject of the Agreement, with the Bidder obligated to inform the Ordering Party and specify the force majeure causing the impossibility of fulfilling the order on time, as well as indicating the impact this event had on the course of order fulfillment,

b) the occurrence of other extraordinary circumstances than force majeure, preventing the timely performance of the subject of the Agreement, which the Parties, exercising due diligence, did not foresee at the conclusion of the Agreement and are not attributable to them,

c) the suspension of order fulfillment by the Ordering Party due to technical or organizational reasons preventing the continuation of the execution of the subject of the Agreement, for the duration of the suspension. The Bidder will be notified of the suspension of order fulfillment by the Ordering Party, indicating the reason for the suspension,

d) changes in the schedule of project implementation.

The above changes cannot be the basis for increasing remuneration. Each of the above changes may be associated with a reduction in remuneration.

2.3. The Ordering Party allows the possibility of changes in the subject of the Agreement or the resignation by the Ordering Party from the implementation of part of the subject of the Agreement in the event of:

a) the occurrence of force majeure, preventing the performance of the subject of the Agreement, with the Bidder obligated to inform the Ordering Party and specify the force majeure causing the impossibility of fulfilling the order on time, as well as indicating the impact this event had on the course of order fulfillment,

b) the occurrence of other circumstances than force majeure, preventing the performance of the subject of the Agreement, which the Parties, exercising due diligence, did not foresee at the conclusion of the Agreement, and are not attributable to them, including changes in the Ordering Party's research process, changes in project assumptions,

c) changes in the applicable legal regulations, affecting the subject and conditions of the Agreement, as well as changes in the legal or factual situation of the Bidder and/or the Ordering Party resulting in the impossibility of fulfilling the subject of the Agreement. The above changes cannot be the basis for increasing remuneration. Each of the above changes may be associated with a reduction in remuneration.

2.4. The Ordering Party allows the introduction of technical and technological changes in the implementation of the subject of the Agreement, with its prior consent, in the event of:

a) unavailability on the market of materials or equipment specified in the offer due to discontinuation of production or withdrawal of these materials or equipment from the market,

b) the emergence of newer generation materials or equipment on the market, allowing cost savings in the implementation of the subject of the Agreement,

c) the need to implement the subject of the Agreement using other technical or material solutions due to changes in the applicable law. The above changes cannot be the basis for increasing remuneration. Each of the above changes may be associated with a reduction in remuneration.

2.5. If, during the implementation of the project carried out by the Ordering Party, the relevant institution formulates recommendations regarding changes in the project affecting the scope of this Agreement, the Agreement may be changed to the extent corresponding to the changes made to the Project.

2.6. The Ordering Party allows changes to the Agreement on the principles provided in the guidelines for awarding contracts under the Financial Mechanism of the EEA and the Norwegian Financial Mechanism for the years 2014-2021, i.e. the Ordering Party allows the Contractor to be commissioned with additional orders, provided that, after meeting the conditions specified below:

• additional orders are necessary for the proper performance of the basic task,

• the performance of additional orders became necessary due to a situation unforeseen before the conclusion of the Agreement by the parties,

• the implementation of additional orders before their execution is in writing accepted by both parties,

• changing the contractor cannot be done for economic or technical reasons, in particular regarding the interchangeability or interoperability of equipment, services, or installations ordered as part of the basic order,

• changing the contractor would cause significant inconvenience or substantial cost increase for the Ordering Party,

• the value of each subsequent change does not exceed 50% of the value of the order originally specified in the agreement.

The described changes to the content of the Agreement cannot lead to a change in the nature of the Agreement. These changes may result in an increase in remuneration.

2.7. In case of the impossibility of delivering the product covered by the offer by the Contractor (due to reasons beyond the Contractor's control), it is possible to deliver (with the consent of the Ordering Party) a substitute with different trademarks, patents, or origin, at a net price equal to or lower than in the offer, but not with different properties and functionalities than specified in the description of the subject of the order. The above change is not a change to the Agreement and, therefore, does not require its annexation.

2.8. Contractors do not have the right to claim the fulfillment of the entire subject of the order in the event that the needs of the Ordering Party in this regard are smaller.

2.9. Form of Introducing Changes:

a) initiating changes – at the written request of the Ordering Party and/or the Bidder (information letter),

b) an annex to the agreement with the Bidder in writing under pain of invalidity.

3.5. Declaration of No Connections:

Bidders connected to the Ordering Party personally or financially will be excluded from the procedure.

To confirm the lack of grounds for exclusion, the Bidder is obliged to submit a signed declaration of no connections, which constitutes Annex No. 3 to this tender.

3.6. Information Clause from Article 13 of the GDPR

1. Following Article 13(1) and (2) 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 (General Data Protection Regulation) (Official Journal of the European Union L 119 of 04.05.2016, p. 1), hereinafter referred to as the "GDPR," I inform you that:

* The administrator of your personal data is the University of Gdańsk, ul. Bażyńskiego 8, 80-309 Gdańsk, Tax Identification Number (NIP) 584-020-32-39.
* Your personal data will be processed for the purpose of conducting the procurement procedure and concluding an agreement, and the legal basis for their processing is the legal obligation to apply formalized procurement procedures arising from the Guidelines for awarding contracts under the Financial Mechanism of the EEA and the Norwegian Financial Mechanism for the years 2014-2021.
* Personal data will be processed for the duration of the public procurement procedure and after its completion in accordance with the provisions regarding archiving and project sustainability (if applicable).
* Processed personal data may be obtained from contractors to whom the data pertains or other entities referred to by the contractors.
* Processed personal data include, in particular, name and surname, address, NIP, REGON, CEIDG number, KRS number, and other personal data provided by the person submitting the offer and other correspondence to the Ordering Party for participation in the procurement procedure.
* Personal data may be disclosed to public authorities and state offices or other entities authorized by law or performing tasks in the public interest or exercising public authority, especially to entities conducting control activities against the Ordering Party.
* Personal data is transferred to entities processing data on behalf of the data controller; you have the right to request from the data controller:
* access to your personal data, their rectification,
* restriction of processing,
* transfer of data to another data controller,
* objection.

You have the right to lodge a complaint with the supervisory authority, i.e., the President of the Office for Personal Data Protection, if you believe that the processing of your personal data violates the provisions of the GDPR.

Your personal data will not be subject to automated decision-making, including profiling.

2. At the same time, the Ordering Party reminds you of your informational obligation under Article 14 of the GDPR towards natural persons whose data will be transferred to the Ordering Party in connection with the ongoing procedure and which the Ordering Party will indirectly obtain from a contractor participating in the procedure, unless at least one of the exceptions specified in Article 14(5) of the GDPR applies.