Procedure no: 13/2024/SMART

**Request for Quotation**

**as part of the European Funds for a Modern Economy Program**

**Priority I. Support for entrepreneurs**

**Action SMART Path**

The tender procedure is conducted in accordance with the competitive principle described

in the “Guidelines on the eligibility of expenditure for 2021-2027”

(Warsaw, November 18, 2022).

Project title: Innovative, pro-ecological functional and decorative coatings produced in hybrid processes using PVD and Plasma Beam Source technologies, also leading to the elimination of carcinogenic factors in galvanic technologies on the example of Cr (III) and Cr (VI).

Łowicz, 22nd November 2024

**I. NAME, ADDRESS, TAX ID of the ORDERING PARTY**

Technolutions Sp. z o.o.

7 Wiejska St.

99-400 Łowicz

TAX ID: PL 8341891470

**The proceedings are conducted by:**

Contact person: Michał Tarnowski

E-mail: michal.tarnowski@technolutions.pl

**II. PROCEDURE OF AWARDING THE ORDER**

1. The tender procedure is carried out under the European Funds for a Modern Economy Program, Priority 1 "Support for entrepreneurs", funding application number: FENG.01.01-IP.02-0061/23. The project will be co-financed by the European Union under the European Regional Development Fund, in a tender procedure in accordance with the principle of competitiveness.

2. This procedure is conducted in accordance with the principle of competition.

3. The subject of the order is related to the activities carried out by the Ordering Party.

4. The provisions of the Act of September 11, 2019, Public Procurement Law (consolidated text: Journal of Laws of 2023, item 1605) do not apply to this request for quotation.

**III. HOW REQUEST FOR QUOTATION WAS PUBLISHED:**

This inquiry has been published in the competitiveness database: <https://bazakonkurencyjnosci.funduszeeuropejskie.gov.pl/>

**IV. GENERAL PROVISIONS**

1. The proceedings are conducted in Polish and English.

2. Due to the specific nature of the subject of the contract, the ordering party does not award the contract in parts.

3. The Ordering Party does not allow the submission of variant offers.

4. The Ordering Party does not provide for reimbursement of the costs of participation in the procedure.

5. The Ordering Party does not require a deposit or security for proper performance of the contract.

6. The Ordering Party reserves the right to change the content of the request for quotation before the deadline for submitting offers.

7. The Ordering Party may invalidate the procedure if the funds from the European Funds for a Modern Economy Program, which the Ordering Party intended to allocate to finance the order, are not sufficient to select the most advantageous offer.

8. The Ordering Party reserves the right to cancel the procedure if at least one of the following conditions occurs:

1. a) no offer was received as part of the procedure,
2. b) no valid offer was received as part of the procedure,
3. c) the procedure received only one offer submitted by the Contractor excluded from the procedure,
4. d) when the price of the most advantageous offer or the offer with the lowest price exceeds the amount that the Ordering Party intends to allocate to finance the order,
5. e) when the proceedings received offers with an abnormally low price within the meaning of these proceedings,
6. f) if the procedure is burdened with a defect that cannot be removed and makes it impossible to conclude a valid procurement contract
7. g) when the Ordering Party resigns from awarding the contract or intends to introduce significant changes to the terms of the request for quotation.
8. In the event of invalidation of the proceedings, the Contractor is not entitled to any claim against the Ordering Party.
9. The Ordering Party informs that the worded "Contractor" means a natural person, a legal person or an organizational unit without legal personality that offers specific services or has concluded an agreement to perform the order.
10. The Ordering Party assumes the possibility of conducting price negotiations with the bidder whose offer has been selected.

**V. ORDER DESCRIPTION**

1. The subject of the order is the delivery of industrial device for CAE PVD decorative coatings.
2. Technical Specification:

The device must enable the production of hard decorative coatings using the CAE-PVD method.

The subject of the delivery is a system for producing coatings using cathodic arc sputtering methods. The device must be compatible with the Eurocold TermoVide V2000S/R6-1030 washing line.

The supplied set of devices must be fully prepared for operation.

Detailed functional requirements of the system for decorative coatings production:

1. Coating Deposition

The device should fully enable to conduct deposition of hard decorative coatings. The technical solutions used should enable the generation of a plasma cloud with a uniform chemical composition throughout the entire space of the coating deposition zone.

2. Generation of plasma

The device should generate a plasma cloud of uniform chemical composition throughout the coating deposition zone. Plasma generation must be performed using linear source sections arranged on the chamber walls.

Solutions using point plasma sources distributed in sections throughout the chamber space will be rejected.

3. Pumping system

The system should be equipped with at least one set of mechanical pumps to achieve a roughing vacuum and at least 3 high vacuum turbo-molecular pumps. The vacuum chamber should be separated from the turbo-molecular pump system by a swing valve. In order to increase the efficiency of the pumping system, a water vapor condensation system (based on the Meissner trap effect) is required in the chamber together with a cryogenic system.

4. Process gas dosing system

The device should enable safe and precise dosing of process gases: Argon, Nitrogen, Acetylene, Methane in order to compose a multi-component working atmosphere. The installation should be equipped with at least 4 gas dosing channels with precise flow sensors. Gas purity at the level of:

Argon 5.0 (99.999%)

Nitrogen 5.0 (99.999%)

Acetylene 2.6 (99.6%)

Methane 3.5 (99.95%)

5. Control System

The device should be equipped with a dedicated technological process control system, enabling control and archiving of process data and their adjustment in real time. The installed software should enable the creation of own technological procedures for coating deposition, their: editing, printing and archiving. The software should enable remote control and diagnostics of the device by the manufacturer's service. It is required that the software be available to the operator in Polish and/or English.

6. Substrate polarization system

The substrate power supply system with a dedicated power supply should enable the use of pulsed voltage power supply.

7. The device should have a target surface etching system (plasma sources) with a system of screens protecting against substrate contamination. These screens should also allow for switching on sources not used in a given recipe in order to increase the plasma density, while not depositing material on the coated substrates.

8. The device should enable pre-heating of the substrates by an installed heating system with a power of at least 24 kW together with a temperature monitoring system.

Detailed technical requirements:

1. Process zone of the chamber: cylinder with dimensions of min. Ø970x1100mm;
2. Two pairs of process chamber doors, which allow loading/unloading of the rotary table simultaneously by two operators (on two opposite sides of the chamber) without removing it from the chamber base.
3. Arc sources: at least 4 pcs. (with the possibility of installing 6 pcs.) - flat, rectangular, with a usable area of ​​no less than 1200x150mm, equipped with at least two electromagnetic coils ensuring more precise control of the arc discharge, supply current of at least 200A, in the case of new targets, the distance of the substrate from the target should not exceed 130 mm.
4. The device should be equipped with technological equipment in the form of a specialized rotary table (2 axes of rotation of the coated axially symmetrical substrates) together with a cart for loading the charge.
5. Occupied space: no more than 4.7 x 1.8 m with the chamber door closed and 4.7 x 3.7 m with the vacuum chamber door fully extended.
6. The device must be expandable by adding magnetron sputtering modules (Dual Magnetron Sputtering) and a Plasma Beam Source module. Magnetron sources: at least 2 pcs. - flat, rectangular, with a usable area of ​​no less than 1200x125mm, powered by a bipolar pulsed DC power supply, in the case of new targets the distance between the substrate and the target should not exceed 85 mm. Plasma Beam Source technology module operating with the use of radio frequency current generators (13.56 MHz).

7. General Requirements :

1. User manual in English and/or Polish.

2. Final deadline for order completion: until 31.03.2025 for the industrial CAE-PVD device.

3. Warranty period for the device not less than 24 months.

4. The scope of the order also includes delivery of the subject of the order to the Ordering Party's headquarters, at the cost and risk of the contractor, as well as its installation and start-up, including the performance of all necessary activities enabling:

- carrying out a check of the operating parameters in order to confirm the compliance of the delivery with the Ordering Party's requirements;

- independent operation of the device by the Ordering Party's designated personnel;

- execution by the Ordering Party's personnel, under the supervision of the Contractor, of trial technological processes;

3. The contractor is responsible for the course and timely execution of the order during the duration of the contract.

4. The Contractor is responsible for quality and compliance with the technical and quality conditions specified for the subject of the order until the Contractor's obligations towards the Ordering Party expire.

5. Due diligence is required when completing the order.

6. In cases where the description of the subject of the order indicates trademarks, patents or specific origin, source or specific process that characterizes the product or services provided by a specific contractor, the Ordering Party informs that it allows the use of equivalent solutions. If the Ordering Party uses the possibility of using references to technical specifications or standards applicable to the European Economic Area, the Contractor will prove in its offer that the proposed solutions meet the requirements specified in the request for quotation to an equivalent extent.

**VI. CPV CODE AND NAME**

**42000000-6**: Industrial Machinery

**VII. ORDER COMPLETION DEADLINE**

Final deadline for completing the subject of the order to 31st March 2025.

The date of execution of the subject of the order is understood by the Ordering Party as the date of delivery of the subject of the order to the address: Sochaczewska 46/50 St., 99-400 Łowicz, Poland confirmed by the delivery and acceptance protocol signed by the Parties.

**VIII. CONDITIONS OF PARTICIPATION IN THE PROCEDURE**

The order may be awarded to an entity that:

a) has the knowledge and experience necessary to perform the subject of the order;

b) has the human, technical and financial resources necessary to perform the subject of the contract.

Confirmation of the fulfilment of the above conditions is the Contractor's signature under the declarations indicated in Appendix No. 1 - "Offer form” (verification on a pass/fail basis). In the absence of declarations, the Ordering Party will be excluded from participating in the proceedings.

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**IX. PROHIBITION OF CONFLICTS OF INTEREST**

1. Conflict of interest is prohibited in the procurement procedure. Conflict of interest means any situation in which persons involved in the preparation or conduct of the procurement procedure or who may influence the outcome of the procedure have, directly or indirectly, a financial, economic or other personal interest that may be perceived as compromising their impartiality and independence. in connection with the contract award procedure.
2. In order to remove the conflict of interests, the order cannot be awarded to entities related to the Ordering Party personally or by capital.

Capital and personal connections are understood as mutual connections between the Contractor and the Ordering Party consisting of:

* participating in the company as a partner in a civil partnership or partnership, holding at least 10% of shares (unless a lower threshold is provided for by law), serving as a member of the supervisory or management body, or proxy;
* 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 in a relationship by virtue of adoption, guardianship, or cohabiting, his legal representative or members of management or supervisory bodies ;
* 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.

1. Confirmation of the fulfilment of the condition is the Contractor's signature under the declaration constituting Appendix No. 2 (verification on a pass/fail basis). If an offer is submitted by a Contractor with capital and personal links with the Ordering Party, he will be excluded from participation in the procedure.

**X. LIST OF NECESSARY STATEMENTS AND DOCUMENTS**

1. The contractor submits a written declaration along with copies of documents confirming the required conditions for participation in the procedure.
2. The content of the offer must correspond to the content of the advertisement.
3. The offer should include a completed offer form.
4. Completed Offer Form, constituting **Appendix No. 1** to the request for quotation.
5. Completed Declaration of lack of personal and capital connections, constituting **Appendix No. 2** to the request for quotation,
6. Declaration regarding compliance with the information obligation, constituting **Appendix No. 3.**
7. Current registration document (unless it can be obtained from https://ems.ms.gov.pl/ or https://prod.ceidg.gov.pl/).
8. If the offer was signed by a person other than that indicated in the registration document - a document authorizing the submission of offers.
9. All the above-mentioned documents must be signed by a person authorized to represent the bidder or another person authorized by an appropriate document under pain of rejection of the offer.
10. The Ordering Party will call on the Contractor for explanations/supplements if the offer does not contain all the required data/attachments.
11. Lack of an offer form in accordance with the template attached as Appendix 1 or attaching it in an incorrect form or inconsistent with the requirements specified in the request for quotation will result in rejection of the offer. The Contractor is not entitled to any claim against the Ordering Party for rejection of the offer.
12. If the offered price or cost seems abnormally low in relation to the subject of the order, i.e. differs by more than 30% from the arithmetic average of the prices of all valid offers that cannot be rejected, or raises the ordering party's doubts as to the possibility of performing the subject of the order in accordance with the requirements specified in the request for quotation or resulting from separate regulations, the Ordering Party requests the Contractor to submit explanations within the specified deadline, including submitting evidence regarding the calculation of the price or cost. The Ordering Party evaluates these explanations in consultation with the Contractor and may reject this offer only if the submitted explanations and evidence do not justify the price or cost stated in this offer.
13. Information constituting a trade secret within the meaning of the provisions on combating unfair competition shall not be disclosed if the contractor, no later than the deadline for submitting offers, stipulated that it cannot be disclosed and demonstrated that the proprietary information constitutes a trade secret.
14. Reservation of information that does not constitute a trade secret within the meaning of the Act on Combating Unfair Competition will be treated as ineffective and will result in its declassification in accordance with the resolution of the Supreme Court of October 20, 2005 (reference number III CZP 74/05).
15. In the case of an offer submitted electronically - a scan of the documents must be sent.
16. Offers submitted electronically cannot be password protected.
17. The Ordering Party will check the Contractor's compliance with the specified requirements

in the request for quotation in terms of the completeness and quality of the offer, namely, offers within the meaning of the Civil Code that contain a complete set of important declarations and documents required in this request for quotation will be taken into account; the bidder bears the negative consequences of not submitting a complete offer in accordance with the requirements of the request for quotation and the Civil Code.

1. The Ordering Party does not provide for advance payments for the execution of the order.
2. The Ordering Party will inform about the results of the procedure by publishing it publicly on the website in the Competitiveness Database.
3. This request for quotation does not constitute an obligation of the Ordering Party to conclude a contract. The Ordering Party reserves the right to withdraw from signing the contract if it turns out that the actual standard of the offer is not consistent with the criteria presented in the offer and differs significantly from the standards offered to the participants by the Ordering Party.

**XI. INFORMATION ON THE METHOD OF COMMUNICATION WITH CONTRACTORS AND OF PROVIDING STATEMENTS AND DOCUMENTS, AS WELL AS INDICATION OF PERSONS AUTHORIZED TO COMMUNICATE WITH CONTRACTORS**

1. Communication in the contract award procedure, including the announcement of a request for quotation, submission of offers, exchange of information between the Ordering Party and the Contractor and the submission of documents and declarations, takes place in writing using the competitiveness database.
2. Departure from the communication specified in point 1 is permissible to the extent that it is not possible to maintain the method of communication in the competitive database. In such cases, correspondence should be sent to the e-mail address: michal.tarnowski@technolutions.pl.
3. The Contractor may ask the Ordering Party to clarify the content of this inquiry. The Ordering Party will provide explanations immediately, but no later than 2 days before the deadline for submitting offers, provided that the request for clarification of the content of the inquiry was received by the Ordering Party no later than the end of the day on which half of the deadline for submitting offers expires.
4. If the request for clarification of the content of the inquiry is received after the deadline for submitting the request referred to in point 4 of this chapter. or concerns the explanations provided, the Ordering Party may provide explanations or leave the application without consideration.
5. The content of the inquiries along with explanations will be forwarded to the Contractors, without disclosing the source of the inquiry, by posting the answer on the website where the inquiry is available (<https://bazakonkurencyjnosci.funduszeeuropee.gov.pl/>)
6. In justified cases, the Ordering Party may change the content of the request for quotation before the deadline for submitting offers. The change in content will be made available by the Ordering Party on the website (<https://bazakonkurencyjnosci.funduszeeuropee.gov.pl/>)
7. Any changes to the content and explanations provided to the Contractors' inquiries become an integral part of the inquiry and are binding on the Contractors.
8. If, as a result of a change in the content of the inquiry, additional time will be necessary to introduce changes to the offers, the Ordering Party will extend the deadline for submitting offers and inform the Contractors about it by posting information on the website: <https://bazakonkurencyjnosci.funduszeeuropee.gov.pl/>

**XII. OFFER BINDING DATE**

The offer is valid for 30 days. The deadline begins upon the expiry of the deadline for submitting offers.

**XIII. DESCRIPTION OF THE METHOD OF PREPARING THE OFFER**

1. Offers are submitted electronically in the form of scans of signed documents via the website: https://bazakonkurencyjnosci.funduszeeuropee.gov.pl/

2. The contractor may submit one offer.

3. The "Offer" form template constitutes Appendix No. 1 to the request for quotation.

4. The offer should be prepared in accordance with the requirements specified in the request for quotation. The offer and other documents for which the Ordering Party has specified templates in the form of attachments to the request for quotation should be prepared in accordance with these templates.

5. The offer is prepared carefully and legibly.

6. The offer must be signed by the Contractor, i.e. the person (persons) representing the Contractor, in accordance with the rules of representation indicated in the relevant register or the central register and information on business activities, or the person (persons) authorized to represent the Contractor. If the content of the document specifying the legal status of the Contractor or the power of attorney indicates that several persons are authorized to represent the Contractor, the documents included in the offer must be signed by all these persons. The signature should be prepared in a way that allows identification of the signatory (e.g. placed with a personal stamp or legible with the name and surname).

7. If the person(s) signing the offer (representing the Contractor or Contractors acting jointly) acts on the basis of a power of attorney, this power of attorney must be attached to the offer.

8. Each page of the offer containing any content should be signed or initialled by the Contractor.

9. The contractor may, before the deadline for submitting offers, change or withdraw the offer.

**XIV. PLACE AND DATE FOR SUBMITTING AND OPENING OFFERS**

1. Place and deadline for submitting offers:

Offers must be submitted via the competitiveness database to **31st December 2024. to 9 AM**

Offers submitted in any other way do not participate in the proceedings.

Offers sent/submitted after the above-mentioned deadline will not be assessed.

2. Place and date of evaluation of offers:

1. a) registered office of the Ordering Party:
2. b) after the deadline for submitting offers.

**XV. DESCRIPTION OF THE METHOD OF CALCULATING THE PRICE**

1. The offer price should be specified in PLN or a foreign currency, with an accuracy of two decimal places.
2. In the case of prices given in foreign currencies, at the stage of evaluation of offers, they will be converted at the average exchange rate of the National Bank of Poland on the date of publication of the request for quotation.
3. The price of the offer is the net price given on the "Offer" form - Annex No. 1 to the request for quotation.
4. The offer price must include all costs resulting from the scope and method of implementation of the subject of the order specified in the request for quotation.
5. The offer price will be valid for the entire period of validity of the offer, it will not be subject to negotiations and will be binding on the parties to the contract.
6. The Ordering Party will correct obvious clerical errors in the offer, obvious accounting errors, taking into account the accounting consequences of the corrections made, and other errors involving inconsistency of the offer with the request for quotation that do not result in significant changes in the content of the offer - immediately notifying the Contractor whose offer was corrected.
7. An obvious calculation error is understood by the Ordering Party as any faulty result of a mathematical (calculating) operation, assuming that the components of the operation are correct.

**XVI.**  **DESCRIPTION OF THE CRITERIA WHICH THE ORDERING AUTHORITY WILL FOLLOW WHEN SELECTING AN OFFER, INCLUDING THE WEIGHT OF THESE CRITERIA AND THE METHOD OF EVALUATING THE OFFERS**

1. Only offers that cannot be rejected are subject to scoring.
2. Criteria for evaluation of offers and their importance, as well as a description of the method of evaluation of offers:

a) "Price" criterion (PP):

a) importance of the criterion - 50 points (weight 50%);

b) description of the method of evaluating offers according to the "Price" criterion:

- the offer with the lowest price, meeting the requirements of the request for proposals, will receive the maximum number of points in the "Price" criterion (50 points),

- the point evaluation of the remaining offers will be made according to the formula: PP= Cn/Co \*50

where:

Cn - the lowest net price of the offer among the submitted offers subject to evaluation

Co - net price of the evaluated offer

50 - importance of the "Price" criterion

b) "Delivery" criterion (DP):

an offer with delivery before 31.01.2025, meeting the requirements of the request for proposals, will receive the maximum number of points in the "delivery" criterion (weight 25 points),

c) "Guarantee" criterion (GP):

an offer with a guarantee for at least 5 years will receive the maximum number of points (weight 25 points),

1. The number of points will be calculated with an accuracy of two decimal places.
2. If the most advantageous offer entirely exceeds the budget intended to finance the contract that is the subject of the inquiry, the Ordering Party may enter into negotiations with the bidders.

**XVII. INFORMATION ON FORMALITIES THAT SHOULD BE COMPLETED AFTER SELECTING AN OFFER IN ORDER TO CONCLUDE A PROCUREMENT AGREEMENT**

1. The Ordering Party will provide information about the selection of the most advantageous offer on the website: <https://bazakonkurencyjnosci.funduszeeuropee.gov.pl/>
2. The Ordering Party will award the order to the Contractor whose offer was selected as the most advantageous as a result of the evaluation, in accordance with the rules specified in the request for quotation.
3. Persons representing the Contractor at the conclusion of the contract should have documents confirming their authorization to represent the Contractor, unless this authorization results from the documents attached to the offer.
4. Two unexcused failures by the Contractor to appear within the deadline for signing the contract are deemed to be withdrawal from concluding the contract.
5. If the Contractor whose offer was selected as the most advantageous avoids concluding the contract, the Ordering Party may choose the most advantageous offer from among the remaining offers.

**XVIII. CONDITIONS OF SIGNIFICANT CHANGES TO THE AGREEMENT CONCLUDED AS A RESULT OF THE CONDUCTED PROCUREMENT AWARD PROCEDURE**

1. The Ordering Party anticipates the possibility of introducing significant changes to the provisions of the contract concluded with the selected Contractor in relation to the content of the offer on the basis of which the Contractor was selected.
2. The allowable scope of changes includes:
3. changing the method of payment of remuneration from one-off to partial (paid in stages) or from partial to one-off.
4. changing the deadline for payment of remuneration or part thereof,
5. If it turns out to be necessary due to a change in the provisions of generally applicable law after the conclusion of the contract, to the extent necessary to adapt the Agreement to the changed regulations, including, for example, in the case of changes in VAT rates, etc.
6. Changes in the specification of the subject of the contract, provided that it does not affect the price, if the equivalence of the proposed solutions is ensured or if better solutions are proposed, in particular if at the time of delivery there are no devices with the parameters specified in the request for quotation or their delivery will be difficult provided that the Bidder demonstrates that the new solutions are better or will be better for the Ordering Party.
7. change of the order completion date when a factual, legal or economic circumstance occurs which is impossible to predict at the time of concluding the contract or when force majeure occurs for which neither party is responsible, resulting in the inability to properly perform the concluded contract, including due to difficulties resulting from the Covid-19 pandemic or other epidemic/epidemic emergency, such as administrative restrictions, downtime in international transport, etc.
8. The Ordering Party is entitled to terminate the Agreement with immediate effect if the procedure for selecting the Contractor is questioned by the Institution granting funding or if errors are found in carrying out this procedure.
9. Any changes and additions to the contract with the Contractor will be made in writing, under pain of nullity.

**XIX. OTHER IMPORTANT INFORMATION**

1. An Agreement will be concluded with the selected bidder.
2. All attachments constitute an integral part of the request for quotation.
3. The costs related to the preparation, submission of the offer and participation in the proceedings shall be borne by the Contractor.
4. The order will be considered completed after the preparation of appropriate acceptance protocols confirmed by a mutual signature.

**XX. ORDERING PARTY'S RESTRICTIONS**

1. If the selected Contractor and the Ordering Party do not reach an agreement on the final form of the formal and legal terms of the Agreement, the Ordering Party, due to the failure to meet the condition of signing the Agreement, reserves the right to cancel the results of the selection of the Contractor and prepare another Request for Quotation in the matter in question.
2. The Ordering Party reserves the right to change the deadline for the implementation of individual tasks presented in this inquiry if it turns out that these changes are necessary from the point of view of the effectiveness of the Project implementation.

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**XXI. INFORMATION CLAUSE FROM ART. 13 GDPR**

Pursuant to Art. 13 section 1 and 2 of 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 Regulation on data protection) (OJ EU L 119 of 04/05/2016, p. 1), hereinafter referred to as "GDPR", I inform that:

▪ the administrator of your personal data is Technolutions Sp. z o. o.;

▪ Your personal data will be processed pursuant to Art. 6 section 1 letter c GDPR for purposes related to the contract award procedure for the provision of research and development services for Technolutions Sp. z o. o.;

▪ the recipients of your personal data will be persons or entities to which the documentation of the proceedings will be made available pursuant to Art. 8 and art. 96 section 3 of the Act of January 29, 2004 - Public Procurement Law (Journal of Laws of 2017, items 1579 and 2018), hereinafter referred to as the "Pzp Act";

▪ Your personal data will be stored in accordance with Art. 97 section 1 of the Public Procurement Law, for a period of 4 years from the date of completion of the contract award procedure, and if the duration of the contract exceeds 4 years, the storage period covers the entire duration of the contract;

▪ the obligation to provide personal data directly relating to you is a statutory requirement specified in the provisions of the Public Procurement Law, related to participation in public procurement proceedings; the consequences of failure to provide specific data result from the Public Procurement Law;

▪ in relation to your personal data, decisions will not be made in an automated manner, pursuant to Art. 22 GDPR;

▪ you have:

- based on Article. 15 GDPR, the right to access your personal data;

- based on Article. 16 GDPR, the right to rectify your personal data \*;

- based on Article. 18 GDPR, the right to request the administrator to limit the processing of personal data, subject to the cases referred to in Art. 18 section 2 GDPR \*\*;

- the right to lodge a complaint with the President of the Personal Data Protection Office if you believe that the processing of your personal data violates the provisions of the GDPR;

▪ you are not entitled to:

- in connection with art. 17 section 3 letter b, d or e of the GDPR, the right to delete personal data;

- the right to transfer personal data referred to in Art. 20 GDPR;

- based on Article. 21 GDPR, the right to object to the processing of personal data, because the legal basis for the processing of your personal data is Art. 6 section 1 letter c GDPR.

**XXII. ZAŁĄCZNIKI DO ZAPYTANIA OFERTOWEGO**

* Appendix no. 1 – Offer Form
* Appendix no. 2 - Statement about the lack of personal and capital connections
* Appendix no. 3 - Declaration regarding the fulfilment of information obligations
* Appendix no. 4 – Agreement Draft