



Słupno, 08.10.2024

BART SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ

ul. Cypriana Kamila Norwida 4

05-250 Słupno

Orderer data

TENDER INQUIRY No 1/1.1.1/746/FENG-WI/2024

in connection with the implementation of the project entitled: "Construction of a plant for the production of innovative food additives and dietary supplements" No. FENG.01.01-IP.02-0746/23, co-financed by the EUROPEAN REGIONAL DEVELOPMENT FUND within the framework of Measure FENG.01.01 SMART PATH, Priority: FENG.01 Support for entrepreneurs under the Programme EUROPEAN FUNDS FOR MODERN ECONOMY 2021-2027.

via **BART SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ**

We would like to invite you to participate in a call for tenders with the aim of **selecting a supplier of a brand new (unused) SPRAY DRYER WITH EQUIPMENT** for the above-mentioned project.

I. INTRODUCTION:

1. The provisions of the Act of 11 September 2019 shall not apply to the proceedings. Public Procurement Law (Journal of Laws of 2022, item 1710, as amended).
2. The procedure shall be conducted on a competitive basis in accordance with the Expenditure Eligibility Guidelines 2021-2027 in force on the date of publication of the request for proposals in accordance with the principles of fair competition, equal treatment of contractors, efficiency, openness and transparency.
3. The contract value estimate was made on 02.10.2024, based on the approved grant application. The estimated value of the contract exceeds the amount of EUR 750,000.
4. The proceedings are conducted in Polish and English.
5. Amendments to the content of the tender enquiry and clarifications provided by the Contracting Authority to Contractors' enquiries shall become an integral part of the tender enquiry and shall be binding on Contractors.
6. Communication between the contracting authority and the tenderer shall take place via the BK2021 application available at <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl>

II. NAME AND ADDRESS OF THE CONTRACTING AUTHORITY:

BART SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ

ul. Cypriana Kamila Norwida 4

05-250 Słupno

III. DESCRIPTION OF THE SUBJECT MATTER OF THE CONTRACT:

CPV: 42214200-1: Dryers for agricultural products

42990000-2: Miscellaneous special-purpose machinery

42200000-8: Machinery for food, beverage and tobacco processing and associated parts

The subject of the contract is:

1. Purchase and delivery of a brand new (unused) **SPRAY DRYER WITH EQUIPMENT** in accordance with the specification attached as Annex 1 to this Order.
2. Delivery of a brand new (unused) **SPRAY DRYER WITH EQUIPMENT** meeting the requirements specified in this request for quotation and the annexes to this request for quotation, in particular in the Description of the subject of the contract constituting Annex 1 to this request for quotation.
3. Transport **SPRAY DRYER WITH EQUIPMENT** to the Ordering Party's plant located in Małopól, ul. Warszawska (Poland, Masovian Voivodeship, the district of Wołomiński, the commune of Dąbrówka). Plant under construction.
4. Launch **SPRAY DRYER WITH EQUIPMENT** at the Employer's facility located in Małopole, ul. Warszawska (Poland, Masovian Voivodeship, the district of Wołomiński, the municipality of Dąbrówka).
5. Training of the Ordering Party's employees in the operation of the **SPRAY DRYER WITH EQUIPMENT** at the Ordering Party's plant.
6. The delivered **SPRAY DRYER WITH EQUIPMENT** must be new, unused, complete, free of physical and legal defects and encumbrances by third parties. The Purchaser does not accept post-sale, used or prototype solutions.
7. The supplied **SPRAY DRYER WITH EQUIPMENT** must meet all the required approvals allowing it to be used on the Polish market, as well as the required standards and safety requirements, and will have a CE conformity certificate (in accordance with the Act of 30 August 2002 on the conformity assessment system (consolidated text Dz.U. 2023 item 215, as amended)).
8. A detailed description of the subject matter of the contract is attached as Annex 1 to this enquiry.
9. In the event that references to standards, European technical assessments, approvals, technical specifications and technical reference systems, trademarks, patents or origin, source or specific process that characterizes products or services provided by a specific contractor are used in any order documents, in particular in the **Description of the subject of the order**, this means that they are given by way of example and specify only the minimum expected quality parameters and the required standard. The contractor should assume that each such reference is accompanied by the words "or equivalent". The contractor may use equivalent materials, devices and solutions, but with similar or better technical and quality parameters, the use of which will in no way negatively affect the proper functioning of the solutions adopted in the design documentation. The ordering party may not reject the offer as inconsistent with the request for quotation if the contractor proves in its offer that the proposed solutions meet the requirements specified in the request for quotation to an equivalent extent. If the contractor, for reasons beyond its control, is unable to obtain the marking specified by the Ordering Party or marking confirming that the supplies or services meet equivalent requirements, the Ordering Party shall, within the time limit set by itself, accept other appropriate means of proof, in particular the manufacturer's technical documentation, provided that the contractor proves that the supplies or services to be performed by it meet the requirements of the specific marking or the specific requirements indicated by the Ordering Party. The use in the documentation of the requirement to have a certificate issued by a conformity assessment body or a report on tests carried out by this body, as a means of proof confirming compliance with the requirements or characteristics specified in the description of the subject of the order, the criteria for evaluating offers or the terms of execution of the order means that the Ordering Party also accepts certificates issued by other equivalent



conformity assessment bodies. The ordering party shall also accept other appropriate means of proof, in particular the manufacturer's technical documentation, in the event that the contractor has neither access to certificates or test reports nor the possibility of obtaining them within the appropriate time, provided that this lack of access cannot be attributed to the contractor in question, and provided that the contractor in question proves that the supplies or services performed by him meet the requirements or criteria specified in the description of the subject of the order or the terms of execution of the order. If the description of the subject of the order includes provisions indicating the necessity to use specific equipment with specific parameters in the execution of the order, the ordering party shall allow the use of other equipment provided that this ensures the achievement of the assumed design parameters and does not cause the risk of non-compliance of the work performed with the design documentation.

PLACE OF ORDER EXECUTION:

BART Sp; z o.o. Production Plant in Małopole at Warszawska Street (Poland, Masovian Voivodeship, Wołomin County, Dąbrówka Commune). Plant under construction.

IV. DESCRIPTION OF PARTS OF THE ORDER - IF PARTIAL OFFERS AND VARIANT OFFERS ARE ALLOWED:

The Ordering Party **does not allow** for the submission of partial offers.

The Ordering Party **does not allow** for the submission of a variant offer.

V. ORDER COMPLETION TIME:

Delivery no later than **52 weeks** from the date of signing the contract and payment of the first installment of the advance payment. Planned date of conclusion of the contract 11.2024.

VI. PLACE AND DEADLINE FOR SUBMITTING THE OFFER:

Offers in response to the request for quotation (with attachments) should be submitted using the completed Form for the Bidder constituting Attachment No. 2 to the request for quotation, exclusively via the **BK2021 database**

available at: <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl>,

The deadline for submitting offers: 08.11.2024

The date of submission of the offer via BK2021 is decisive for the timely submission of the offer. Offers submitted in any form other than via BK2021 will not be subject to evaluation.

VII. DESCRIPTION OF THE METHOD OF PREPARING THE OFFER:

1. The offer should be prepared in one copy, on the form constituting Annex No. 2 to the request for proposals.
2. The offer should be signed by a person authorized to represent the Contractor, in accordance with the form of representation specified in the national court register or other registration document appropriate for the given organizational form of the Tenderer, or by a person authorized by an authorized person, and the power of attorney must be attached to the offer.
3. All places where the Bidder has made changes should be initialled by the person(s) signing the offer.
4. The offer should be written in Polish. Documents written in a foreign language must be submitted together with a translation into Polish.
5. The submitted offer should:

- a. be signed with a qualified electronic signature, a trusted signature or a personal signature by a person or persons authorised to sign the offer,
 - b. be prepared in a legible manner, in accordance with the description of the subject of the contract,
 - c. be provided with the date of preparation of the offer,
 - d. contain the bidder's data such as: name, address, tax identification number, name and surname of the contact person along with contact details
6. The offer must be consistent with the description of the subject of the order.
- 7. The offer must be accompanied by:**
- a) a current extract from the relevant register, issued no earlier than 3 months before the deadline for submitting offers. Entities with registered offices outside the territory of the Republic of Poland may submit equivalent documents (with translation into Polish);
 - b) a power of attorney to act on behalf of the Bidder, unless the right to represent the Bidder in the above scope results directly from the registration document;
 - c) documents confirming fulfilment of the conditions described in point XI of the Request for Proposals;
 - d) detailed specification and characteristics of the offered spray dryer with equipment along with a simplified diagram of the proposed installation design;
 - e) Attachment 2a according to the template provided by the Ordering Party
 - f) a declaration of no personal or capital links with the Ordering Party as per Annex No. 3 to the Request for Quotation
8. The bidder shall bear all costs associated with the preparation and submission of the bid;
9. The bidder may submit only one bid.
10. During the examination and evaluation of offers, the Ordering Party may request from Bidders explanations regarding the content of the submitted offers;
11. The Ordering Party informs that offers submitted in the procurement procedure are public and are subject to disclosure after the end of the procedure, with the exception of information constituting a business secret within the meaning of the provisions on combating unfair competition, if the Contractor, no later than the deadline for submitting offers, stipulated that it cannot be disclosed and demonstrated that the reserved information constitutes a business secret: i. a business secret within the meaning of art. 11 sec. 2 of the Act of 16 April 1993 on combating unfair competition (i.e. Journal of Laws of 2022, item 1233) shall be understood as technical, technological, organizational information of the enterprise or other information of economic value, which as a whole or in a specific combination and set of their elements are not generally known to persons usually dealing with this type of information or are not easily accessible to such persons, provided that the person authorized to use or dispose of the information has taken, with due diligence, actions to keep it confidential. If the Contractor fails to demonstrate that the reserved information constitutes a business secret within the meaning of art. 11 sec. 4 of the Act of 16 April 1993 on Combating Unfair Competition, the Ordering Party will consider the reservation of secrecy ineffective and will inform the Contractor about it. Among other things, the Contractor cannot reserve information regarding the price and deadline for the execution of the order contained in the offer. In the event of the reservation of this data, it will be automatically declassified by the Ordering Party. Information constituting a business secret should be grouped and constitute a separate part of the offer, described as follows: "business secret - only for the Ordering Party's review".

12. The offer should be prepared in PLN/EUR/USD. In the event of submitting an offer in foreign currencies (other than PLN), the Ordering Party will convert the value of the offer using the average exchange rate for a given currency announced by the National Bank of Poland on the day of publishing the Request for Offer.

In the event of formal deficiencies, obvious clerical or calculation errors, if the information or documentation submitted by the contractor is incomplete or incorrect or if there are missing attachments, the Ordering Party may call on the bidders to supplement the indicated deficiencies, setting a deadline of 3 working days for this purpose. Failure to supplement the deficiencies of the offer within the specified deadline results in its rejection. Supplementing the formal deficiencies of the offer may not lead to its substantive change.

VIII. OFFER VALIDITY PERIOD:

The validity period of the offer is **60 days** from the date of expiry of the deadline for submission of offers.

IX. GROUNDS FOR REJECTION OF THE OFFER:

The ordering party rejects the offer:

1. Not meeting the parameters indicated in the Description of the subject of the order (Annex No. 1) - verification based on the order specification form (Annex No. 2a) or the technical specification of the line prepared by the Bidder
2. Not meeting the requirements referred to in point XI of this Inquiry,
3. Showing that the order execution period is longer than indicated in the request for quotation – verification based on the Quotation Form (Annex No. 2),
4. Presenting a warranty period shorter than that indicated in the Order Specification, verification based on the Offer Form (Annex No. 2),
5. Contractors with personal and capital ties to the Ordering Party. Fulfillment of the condition will be verified on the basis of the "Declaration of no ties", the template of which is Annex No. 3 to this request for proposals.
6. Unsigned or signed by a person or persons who are not authorized to represent the Contractor, in accordance with the form of representation specified in the court register or other document appropriate for the given organizational form of the Bidder, or by a person who is not authorized by an authorized person or persons, and the power of attorney must be attached to the offer.

X. OFFER EVALUATION CRITERIA AND THEIR WEIGHT:

| |
|--|
| Total net price - 90 points (90%) |
| Warranty period (in months) - 5 points (5%) |
| Environmental aspects (total energy consumption expressed by the summed gas and electric power of devices [kW]) - 5 points (5%) |

The Supplier will be selected based on the highest number of points obtained, awarded in accordance with the following methodology:

By the criterion "**Total net price**" the Ordering Party understands the total net price (excluding VAT) specified by the Bidder in the offer form constituting Annex No. 2 to this request for proposals for proposals for the performance of the subject of the order. There can be only

one price for the offer, no price variants are permitted. Any discounts/rebates should be included in the price calculation immediately, so that the calculated price for the performance of the Subject of the Order is the final price, without the need for the Ordering Party to perform any calculations or other actions in order to determine it.

The evaluation under the criterion "Total net price" (Kc) will be calculated based on the following formula:

$$Kc = (Cmin/Co) \times 90\% \times 100$$

where:

Cmin – lowest proposed net price among the offers that cannot be rejected

Co – net price proposed in the examined offer;

Kc – number of points awarded to a given offer in the "Total net price" criterion

By the criterion '**Warranty period**' the Purchaser understands the warranty period (given in full months) for the installation being the subject of this request for quotation, specified by the Bidder in the form constituting Annex No. 2a to this request for quotation, counted from the day of launching the subject of the contract.

ATTENTION!!! In accordance with the provisions of the Contract Specification, the required minimum guarantee period for the supplied equipment is 18 months and the maximum is 120 months.

Proposing a warranty period of less than 18 months and more than 120 months for the offered equipment will result in the offer being deemed not to comply with the specification.

The evaluation under the criterion 'Warranty period' (Kg) will be calculated based on the following formula:

$$Kg = (Go/Gmax) \times 5\% \times 100$$

where:

Go – warranty period proposed in the examined offer;

Gmax – the longest acceptable warranty period, i.e. 120 months;

Kg – number of points awarded to a given bid for the criterion 'Warranty period';

By the criterion '**Environmental aspects (Energy consumption - total energy consumption expressed by the summed gas and electrical power of the equipment [kW])**' The Purchaser shall understand the energy consumption expressed by the Bidder through the total power of the designed system (in kilowatts) given in the form constituting Annex No. 2a to this request for proposals, taking into account the design conditions and the lowest atmospheric temperature presented in Annex No. 1 - Description of the subject matter of the contract

The score under the criterion 'Environmental aspects (energy consumption [kW])' (Kz) will be calculated based on the following formula:

$$Kz = (Zmin/Zo) \times 5\% \times 100$$

where:

Zmin - lowest energy consumption (in kilowatts) - sum for the offered system among the non-rejected bids;

Zo – energy consumption (in kilowatts) - sum for the offered system proposed in the examined bid;

Kz – number of points awarded to a given bid for the criterion 'Environmental aspects (energy consumption [kW])';

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THE DECISIVE CRITERION:

In the event of an equal number of points, the number of points obtained in the criterion 'Environmental aspects (energy consumption [kW])' and then within the criterion 'Total net price' will determine the selection of the bid.

From among the valid bids, the Contracting Authority will consider and select the bid that meets all the requirements specified in the detailed description of the subject matter of the contract and obtains the highest number of points in the final evaluation.

$$K = K_c + K_g + K_z$$

where:

K – number of points awarded to a given offer in the final evaluation'.

K_c – number of points awarded to a given offer according to the criterion 'Total net price'.

K_g – number of points awarded to a given bid for the criterion 'Guarantee period'

K_z – number of points awarded to a given bid for the criterion 'Environmental aspects (energy consumption [kW])'

Point values for each criterion will be given to two decimal places and rounding will be done according to generally accepted mathematical principles.

XI. CONDITIONS OF PARTICIPATION IN THE PROCEEDINGS:

A Bidder meeting the following conditions may apply for the award of the contract:

ECONOMIC AND FINANCIAL STANDING

1. It is in an economic and financial position to perform the contract.
2. The tenderer is not subject to insolvency proceedings or bankruptcy proceedings, is not in the process of liquidation and its affairs are not subject to a receivership or court order.
3. The tenderer is not in arrears in the payment of taxes, fees or contributions to social or health insurance.
4. The members of the bodies/shareholders authorised to represent the Bidder have not been validly convicted of an offence committed in connection with the proceedings for the award of the contract, an offence of bribery, an offence against economic turnover or any other offence committed for the purpose of financial gain.

Fulfilment of the conditions will be verified on the basis of, among others, the Bidder's declaration contained in Annex No. 2 - the Bid and Price Form, and additional documents which the Bidder should enclose with the offer (in the case of documents drawn up in a foreign language, the translation of the document into Polish must also be enclosed), i.e:

- a) proof of civil liability insurance in respect of business activities related to the subject matter of the contract for a guarantee amount of not less than PLN 8,000,000 together with confirmation of payment of the policy. In the case of policies issued in foreign currencies (other than PLN), the Contracting Authority shall convert the value of the policy using the average exchange rate for a given currency announced by the National Bank of Poland on the day the Request for Quotation is made public.

KNOWLEDGE AND EXPERIENCE, TECHNICAL POTENTIAL

1. Has the authorisation to conduct business activity. Fulfilment of this condition shall be verified on the basis of the Bidder's declaration contained in Annex No. 2 - Bid Price Form and the PKD codes, types of business conducted, contained in the Bidder's registration document or Memorandum of Association.

2. Has at its disposal appropriate technical potential necessary for the execution of the order and relevant experience in the execution of supplies corresponding to the nature of the subject matter of the order. In order to confirm the fulfilment of the above mentioned condition, the Bidder must present in the offer form (constituting attachment no. 2 to the offer enquiry) a list of at least 3 deliveries corresponding to the subject matter of the order, i.e. three-stage dryers for the food, cosmetic or pharmaceutical industry, with a contact value of min. PLN 6,000,000 each completed in the last 5 years before the deadline for submission of tenders, and if the period of activity is shorter - in this period. In the case of indicating the value of reference contracts in foreign currencies (other than PLN), the Contracting Authority will convert their value using the average exchange rate for a given currency announced by the National Bank of Poland on the day the Request for Quotation was made public.

Spełnienie Fulfilment of the conditions will be verified, among others, on the basis of the declaration of the Bidder contained in Annex No. 2 - the Bid and Price Form, as well as the list of references from the last 5 years, submitted by the Bidder, concerning the execution of the technology being the subject of the order, i.e. three-stage spray drying.

Additionally, at the request of the Contracting Authority, the Bidder should provide documents confirming execution of the above-mentioned deliveries, specifying the type and scope of the delivery, value, date, place of execution and entities for which the deliveries were made, and attaching evidence specifying whether the deliveries were made properly, i.e. e.g. references, invoices, acceptance reports or other documents issued by the entity for which the deliveries were made.

The contracting authority reserves the right to conduct reference visits to verify the correct functioning of the offered technology under industrial conditions.

PERSONS CAPABLE OF PERFORMING THE CONTRACT

1. Has or will have at their disposal persons capable of performing the contract. Fulfilment of this condition will be verified, inter alia, on the basis of the declaration of the bidder contained in Annex No. 2 - Bid and Price Form.

TERMS OF EXCLUSION FROM THE PROCEDURE

1. A Bidder who:

- Performed directly activities related to the preparation of the conducted procedure or used persons involved in such activities in order to prepare a tender, unless the participation of this Bidder in the procedure does not hinder fair competition;
- He submitted false information having impact on the result of the tender procedure;
- Is an entity connected with the Awarding Entity in a personal or capital capacity. A capital or personal relationship shall mean a mutual relationship between the Awarding Entity or the persons authorised to incur liabilities on behalf of the Awarding Entity, or the persons performing activities on behalf of the Awarding Entity connected with the preparation and performance of the procedure for selecting the Economic Operator and the Economic Operator, consisting in particular of:

- a) participation in the company as a partner in a civil partnership or partnership,
- b) holding at least 10% of shares or stocks,
- c) performing the function of a member of a supervisory or managerial body, proxy, attorney,

d) having such a legal or factual relationship that may raise justified doubts as to their impartiality in the selection of the economic operator, in particular being in a marital relationship, in a relationship of kinship or affinity in a straight line, in a second degree of kinship or affinity in a collateral line, or in a relationship of adoption, custody or guardianship, or having a common-law relationship.

The above condition will be verified on the basis of the Bidder's Declaration (Annex No. 3 to the request for proposal).

The Contracting Authority reserves the right to verify the fulfilment of this condition by the Bidder on the basis of its knowledge and available documents (for example, KRS).

- Is an entity indicated in Article 7, paragraph 1 of the Act of 13 April 2022 on special solutions to prevent support for aggression against Ukraine and to protect national security (Journal of Laws of 2023, item 129 as amended).

- Has not made a declaration that the execution of the contract does not involve the use of funds:

- a) for activities prohibited under acts of EU law adopted or amended in connection with Russia's aggression against Ukraine, i.e. Council Regulations: (UE) 2022/263¹, (UE) no. 833/2014, (UE) no. 692/2014² lub (WE) no. 765/2006³, decyzji Rady: (WPZiB) 2022/266⁴, 2014/512/WPZiB⁵, 2014/145/WPZiB lub 2012/642/WPZiB⁶;
- b) for the settlement of claims referred to in Article 11 of Council Regulation (UE) no. 833/2014, in Article 11 of Council Regulations (UE) no. 269/2014, (UE) no. 208/2014, Article 10 of Council Regulation (UE) 2022/263, Article 6 of Council Regulation (UE) no. 692/2014, Article 8d of Council Regulation (WE) no. 765/2006, Article 7 of Council Decision 2014/512/WPZiB lub Article 2n of Council Decision 2012/642/WPZiB;
- c) for trade with or investment in Russia, for trade with or investment in Belarus;

XII. INDICATION OF PERSONS AUTHORISED TO COMMUNICATE WITH BIDDERS:

The following persons are authorised to communicate with the Bidders on matters related to the proceedings:

Jan Małecki e-mail: jan.malecki@bart.pl

Mikołaj Cieślak e-mail mikolaj.cieslak@bart.pl

The Contracting Authority stipulates that communication (including all questions, answers and clarifications to the Request for Quotation) between the Contracting Authority and the tenderers shall take place via the BK2021 application available at:

<https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl>

¹ Council Regulation (EU) 2022/263 of 23 February 2022 on restrictive measures in response to the recognition of the non-government-controlled areas of Ukraine's Donetsk and Lugansk regions and ordering the deployment of Russian military forces in these areas (OJ EU L 42I of 23 February 2022, p. 77, as amended).

² Council Regulation (EU) No 692/2014 of 23 June 2014 on restrictive measures in response to the illegal annexation of Crimea and Sevastopol (OJ EU L 183, 24 June 2014, p. 9, as amended).

³ Council Regulation (EC) No 765/2006 of 18 May 2006 concerning restrictive measures in view of the situation in Belarus and Belarus' involvement in Russia's aggression against Ukraine (OJ EU L 134, 20 May 2006, p. 1, as amended).

⁴ Council Decision (CFSP) 2022/266 of 23 February 2022 on restrictive measures in response to the recognition of the non-government-controlled areas of Ukraine's Donetsk and Luhansk regions and ordering the deployment of Russian military forces in these areas (OJ EU L 42, 23 February 2022, p. 109, as amended).

⁵ Council Decision 2014/512/CFSP of 31 July 2014 concerning restrictive measures in view of Russia's destabilising actions in Ukraine (Official Journal of the EU L 229 of 31 July 2014, p. 13, as amended).

⁶ Council Decision 2012/642/CFSP of 15 October 2012 concerning restrictive measures in view of the situation in Belarus and Belarus' involvement in Russia's aggression against Ukraine (Official Journal of the EU L 285 of 17 October 2012, p. 1, as amended).

XIII. TERMS OF CONTRACT AND CONTRACT AMENDMENTS

- 1) The contract will be concluded on a model prepared by the Contracting Authority, but the Contracting Authority may take into account the proposals of the Tenderer's model contract.
- 2) The Tenderer's general terms and conditions of contract will not apply to the contract unless the Contracting Authority agrees to this (either in full or in respect of selected provisions).
- 3) The Tenderer shall be liable for damages (contractual and tort liability) under the general rules resulting from the Civil Code of Polish law.
- 4) The Parties shall be free from liability due to total or partial non-performance of obligations specified in the Contract in cases caused by circumstances of force majeure or state of emergency (e.g. state of emergency, state of war, state of natural disaster, etc.). The parties are obliged to notify each other within 24 hours of the cessation of the force majeure.
- 5) The party prevented from performing the obligations of this Contract by force majeure shall be obliged to exercise due diligence to remove the consequences of the force majeure as soon as possible and to resume further performance of the Contract. In the event that the force majeure on the part of the Tenderer persists for a period of 30 days, the Purchaser may withdraw from the Contract.
- 6) Failure to meet the original completion date for reasons other than those mentioned above will result in a contractual penalty, with the proviso that the Ordering Party may assert claims exceeding the contractual penalties, which will be regulated in the contract with the Contractor.
- 7) The manufacturer's warranty does not exclude or limit the Ordering Party's rights under the warranty.
- 8) The Contracting Authority provides for the possibility to amend the concluded contract in the event of the occurrence of the following circumstances:
 - a) The occurrence of changes in generally applicable legal regulations to the extent affecting the performance of the subject matter of the contract.
 - b) Arising of discrepancies or ambiguities in the meaning of terms used in the contract which cannot be removed otherwise, and the amendment will enable discrepancies to be removed and the contract to be clarified in order for it to be interpreted unambiguously by the parties..
 - c) Change of the date of execution of the subject of the contract for reasons beyond the control of the Contractor;
 - d) The occurrence of the necessity to introduce changes due to the following circumstances:
 - change of data related to the administrative and organisational handling of the contract (e.g. change of bank account number),
 - change of contact details,
 - change in the applicable VAT rate.

XIV. ADDITIONAL INFORMATION

1. Information on the outcome of the procedure will be placed on the competitiveness database
<https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/>.

2. If the Bidder, whose bid has been selected, evades the conclusion of the contract, the Contracting Authority may select the most advantageous bid from among the remaining bids without re-evaluation.
3. Bidders shall not be entitled to legal protection measures (protest, appeal, complaint), as defined in the provisions of the Public Procurement Law.
4. The Contracting Authority reserves the right to cancel or amend the provisions of the tender procedure at any time.

PROKURENT


Monika Walewska
signature

Annex No. 1 - Description of the subject matter of the contract - a document covered by a confidentiality clause;

Annex No. 2 - Tender and Price Form;

Annex No. 2a - Order Specification Form

Annex No. 3 - Declaration of no personal and capital relations;

