



REQUEST FOR QUOTATION

Nr 4/CBR/2025

Supply of a probe for nitrous oxide measurement

Under the project:

“Construction and equipping of a research and development centre in the field of the green economy”

Tychy, 12 December 2025

I. NAME AND ADDRESS OF THE CONTRACTING AUTHORITY

Centrum Innowacji i Wdrożeń Bio-Inwest Sp. z o.o.

Al. Marszałka Piłsudskiego 12

43-100 Tychy

NIP: 646-28-97-683

REGON: 241741712

website: www.bio-inwest.pl

E-MAIL: bio-inwest@bio-inwest.pl

TELEFON: +48 32 325 72 35

CONTACT PERSON: Mirosław Sojka

II. PROCUREMENT PROCEDURE AND PUBLICATION METHOD

1. The provisions of the Public Procurement Law Act of 11 September 2019 (consolidated text: Journal of Laws of 2025, item 620) do not apply to this procurement conducted in the form of a request for quotation.
2. This request for quotation is conducted based on the principle of competitiveness as referred to in Sub-chapter 3.2 of the Guidelines on the eligibility of expenditure for the years 2021–2027, issued by the Minister of Funds and Regional Policy, hereinafter referred to as the Guidelines on the eligibility of expenditure.
3. This procedure is carried out under the project co-financed by the European Union entitled “Construction and equipping of a research and development centre in the field of the green economy”, under call No. FESL.01.02-IP.01-099/24 of the European Funds for Silesia Programme 2021–2027, Priority FESL.01 European Funds for smart growth, Measure FESL.01.02 Research, development and innovation in enterprises. Grant application number: FESL.01.02-IP.01-091F/24-004.
4. This request for quotation is published via the Competitiveness Database at: <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/>.



5. This request for quotation constitutes a re-publication of Request for Quotation No. 2/CBR/2025, Part 7, announcement No. 2025-97142-255660.

III. DESCRIPTION OF THE SUBJECT OF THE CONTRACT

CPV: 38424000-3 Measuring and control equipment

The subject of the contract is the supply of a brand-new, complete measuring system enabling continuous, 24/7 online measurement of nitrous oxide (N₂O) concentration in wastewater and – where required – in the gas phase above the liquid, in accordance with the detailed requirements specified in Annex No. 4 – Description of the Subject of the Contract (Specification of Requirement) (SOR). The devices must be brand-new, unused and meet at least the minimum parameters specified in the SOR.

A detailed description of the subject of the contract is provided in Annex No. 4.

The Contracting Authority requires that the Tenderer submit, together with the tender, a statement confirming that the offered supply meets the requirements specified by the Contracting Authority (Annex No. 1 to this request for quotation). In addition to the completed Annex No. 1, the following must be submitted together with the tender: product catalogue card(s), operation and maintenance manual(s) (DTR), or another document constituting acceptable evidence, in order to confirm the given parameter specified in item 2 of the description of the subject of the contract, and, if such documents are not available, a separate statement confirming that the requirements specified by the Contracting Authority are met for the given parameter(s).

IV. CONDITIONS FOR PARTICIPATION IN THE PROCEDURE AND METHOD OF ASSESSING THEIR FULFILMENT

The following Economic Operators may compete for the award of the contract:

1. Those holding authorisations to carry out the activities or actions covered by the subject of the contract, if the obligation to hold such authorisations arises from separate legal provisions.
2. Those in an economic and financial situation ensuring proper performance of the contract.
3. Those having the technical potential necessary to perform the contract.
4. Those having the human resources capable of performing the contract.
5. Those having the knowledge and experience to perform the contract.
6. Those agreeing to the processing of personal data to the extent necessary to carry out the contract.

Method of assessing compliance with the conditions:

The conditions listed in items IV.1–6 will be verified based on a statement on meeting the



conditions for participation in the procedure, in accordance with the template constituting the tender form – appropriate for the given supply: Annex No. 1

V. BID SECURITY (WADIUM)

The Contracting Authority does not require a bid security (wadium) to be submitted.

VI. AWARD CRITERIA AND INFORMATION ON THE WEIGHT (POINTS OR PERCENTAGES) ASSIGNED TO INDIVIDUAL CRITERIA AND THE METHOD OF SCORING

Price 100%

The tender with the lowest price will receive 100 points. The other tenders will receive proportionally fewer points, according to the formula:

$$(\text{lowest price} / \text{tender price}) \times 100$$

VII. PLACE AND DEADLINE FOR SUBMISSION OF TENDERS

1. Tenders must be submitted within the tender submission deadline in the Competitiveness Database, in response to this request for quotation also published in the Competitiveness Database, including all documents and annexes required under this request for quotation.
2. The deadline for submission of tenders is **19 December 2025, 23:59**. Tenders received by the Contracting Authority after this deadline will not be considered.
3. The opening of tenders will take place on **20 December 2025**.
4. In justified cases, before the expiry of the deadline for submission of tenders, the Contracting Authority may extend this deadline by an additional specified period. In such a case, the Contracting Authority will inform the Economic Operators who have already submitted tenders via e-mail and will publish the information in the Competitiveness Database.

VIII. PLACE AND DEADLINE FOR PERFORMANCE OF THE CONTRACT

1. Place of performance of the contract:
Centrum Innowacji i Wdrożeń Bio-Inwest Sp. z o.o.
ul. Lokalna 14
43-100 Tychy, Poland (delivery address)
2. Deadline for performance of the contract:
By **25 February 2026**.

IX. PAYMENT TERMS



In accordance with the essential terms of the contract – Annex No. 3.

X. EXCLUSION GROUNDS

1. To avoid conflicts of interest, the contract may not be awarded to entities that are personally or financially linked to the Contracting Authority (EXCLUDED TENDERS). Personal or financial links shall be understood as mutual links between the Contracting Authority or persons authorised to incur obligations on behalf of the Contracting Authority or persons performing activities related to the preparation and conduct of the procedure for selecting the Economic Operator, and the Economic Operator, consisting in particular in:
 - a) participation in a company as a partner in a civil-law partnership or personal partnership, holding at least 10% of shares or stocks (unless a lower threshold results from legal provisions), performing the function of a member of a supervisory or management body, proxy or attorney,
 - b) remaining in a marital relationship, in a relationship of consanguinity or affinity in the direct line, in a relationship of consanguinity or affinity in the collateral line up to the second degree, or being related by adoption, guardianship or custody or cohabiting with the Economic Operator, the Economic Operator's legal representative or members of the management or supervisory bodies of Economic Operators applying for the award of the contract,
 - c) remaining with the Economic Operator in such a legal or factual relationship that may raise justified doubts as to their impartiality or independence in connection with the procurement procedure. Tenders not meeting this criterion will not be evaluated (excluded tenders).
2. Entities are excluded from participation in the procedure if they are listed in the National Debt Register (KRD) or another debt register, or if liquidation or bankruptcy has been opened in relation to them, or their assets are managed by a liquidator or court, they have entered into an arrangement with creditors, their business activities are suspended or they are in any other similar situation resulting from a similar procedure provided for by the law of the place where such a procedure has been initiated.
3. Entities are excluded from participation in the procedure if they are subject to exclusion under Article 7(1) of the Act of 13 April 2022 on special measures to prevent support for aggression against Ukraine and to protect national security (Journal of Laws, item 835).
4. The Tenderer is obliged to attach to its tender a statement on the absence of grounds for exclusion, in accordance with the template constituting Annex No. 2 to this request for quotation. Failure to submit the statement on the absence of links will result in rejection of the tender. It is recommended to attach the statement to each part of the contract for which the Economic Operator submits a tender.

XI. CONDITIONS FOR MATERIAL CHANGES TO THE CONTRACT CONCLUDED AS A RESULT OF THIS PROCUREMENT PROCEDURE



1. The Contracting Authority allows changes to the provisions of the contract concluded with the selected Economic Operator, in relation to the content of the tender on the basis of which the Economic Operator was selected, subject to mutual consent of the Parties, in the following scope:
 - a) The contract may be amended in the event of unforeseeable circumstances. The Contracting Authority will interpret this concept in a manner corresponding to recital 109 of Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement, repealing Directive 2004/18/EC. Under this recital: "The concept of unforeseeable circumstances refers to circumstances which could not be predicted despite reasonably diligent preparation of the initial procurement by the contracting authority, taking into account the resources at its disposal, the nature and characteristics of the specific project, best practices in the field concerned and the need to ensure an appropriate relationship between the resources devoted to the preparation of the procurement and its foreseeable value. However, this should not apply where the modification alters the overall nature of the contract, for instance by replacing the works, supplies or services to be procured with different works, supplies or services or by fundamentally changing the type of contract (...)". In such a case, the contract will be amended in such a way as to enable reversing or remedying the effects of the unforeseeable circumstances. In the event of unforeseeable circumstances, it is also possible to change the delivery date and the contract completion date.
 - b) The contract may be amended in the event of a change of Economic Operator, where the Economic Operator to which the Contracting Authority awarded the contract is to be replaced by a new economic operator as a result of succession, taking over the rights and obligations of the Economic Operator following acquisition, merger, division, transformation, bankruptcy, restructuring, inheritance or purchase of the existing Economic Operator or its enterprise, provided that the new Economic Operator meets the conditions for participation in the procedure and this does not entail other material changes to the contract and is not aimed at circumventing the principle of competitiveness.
 - c) The contract may be amended if it is necessary to extend the deadline for performance of the contract or performance of an obligation under the contract due to force majeure. By force majeure, the Contracting Authority understands an unforeseeable, exceptional situation or event beyond the control of the Parties to this Contract which prevents either of them from fulfilling their obligations under this Contract, which is not due to their fault or negligence or the fault or negligence of their subcontractors, and which could not have been avoided with due diligence. In such a case, the contract will be extended by the duration of the force majeure or by the time necessary to reverse the effects of the force majeure, or the deadline for performance of the obligation under the contract will be changed by the duration of the force majeure or the time necessary to reverse the effects of the force majeure. In the event of force majeure, it is also possible to change the delivery date and the contract completion date.
 - d) The contract may be amended if it is necessary to extend the deadline for performance of the contract or performance of an obligation under the contract due to actions of a third party or parties for whom neither the Economic Operator nor the Contracting Authority is responsible. If the Contracting Authority confirms that this condition has been met, the contract will be extended by the time necessary to reverse the effects of the actions of such third party or parties. In such a case, it is also possible to change the delivery date



and the contract completion date.

e) The contract may be amended if the generally applicable legal provisions or new legal regulations affecting the performance of this Contract are amended or introduced. In such a case, the contract will be amended so as to comply with the applicable legal regulations. In such a case, it is also possible to change the contract completion date.

f) Changes in the value of the contract in the event of an increase or decrease in the rates of value added tax (VAT) applicable to the Subject of the Contract as a result of amendments to the Act of 11 March 2004 on value added tax, which enter into force after the date of conclusion of the contract and before performance by the Economic Operator of the subject of the contract, after performance of which the Economic Operator is entitled to remuneration; the Economic Operator's remuneration may be accordingly increased or reduced if, as a result of the application of the amended VAT rates, the amount of tax and the Economic Operator's remuneration including VAT changes. The Economic Operator is entitled to increased remuneration only if it has met the contract completion date and has submitted a correctly issued VAT invoice to the Contracting Authority without delay, but no later than within 14 days from the date on which it acquired the right to issue the invoice.

g) The contract may be amended in the event of a change – including the introduction of new – legal provisions applicable to the subject of the contract or the method of performing the subject of the contract. This provision also covers the introduction or amendment of regulations relating to epidemic situations or other situations considered to constitute force majeure.

h) Other situations provided for in the model contract.

2. Any amendments and supplements to the contract concluded with the selected Economic Operator must, under pain of nullity, be made in the form of written annexes to the contract signed by both Parties.

XII. DESCRIPTION OF HOW TO PREPARE THE TENDER

1. Under this procedure, the Economic Operator may submit only one tender. The content of the tender must comply with the requirements of this request for quotation. Submission of more than one tender will result in rejection of all tenders submitted by the given Economic Operator.
2. The Contracting Authority does not allow the submission of partial tenders.
3. The tender must be submitted on the tender form, which constitutes Annex No. 1 to this request for quotation.
4. The tender shall be submitted using the tender form constituting Annex No. 1 to this request for quotation.
5. By submitting a tender, the Economic Operator declares that the subject of the supply meets the requirements set by the Contracting Authority in the Description of the Subject of the Contract (SOR) and attaches to the tender documents – product catalogue card, operation and maintenance manual or another document constituting acceptable evidence, in order to confirm the parameter specified in the SOR, and in the absence of



such documents – a separate statement by the Economic Operator that, for the given parameter(s), the requirements specified by the Contracting Authority in the SOR are met.

6. The Contracting Authority will reject and will not take into account for evaluation any tender that is incomplete or submitted on an altered form.
7. The tender must contain:
 - full identification data of the Economic Operator (name, address, tax number);
 - date of preparation of the tender;
 - reference to each of the award criteria included in this request for quotation;
 - total price for the subject of the contract net and gross, and the amount of VAT, where applicable;
 - date/period of performance of the subject of the contract;
 - contact details (name and surname, telephone number, e-mail address);
 - signature of the person authorised to submit the tender;
 - all required annexes (including documents confirming that the Contractor meets the conditions for participation in the procedure), in accordance with the list set out in Section XVII items 1)–2) of the request for quotation (annexes prepared by the Contractor shall be drawn up in accordance with the templates attached to this request for quotation and shall contain the information and data specified therein);
 - where applicable – the document or documents referred to in items 15 and 16.
8. Failure to include any of the above-mentioned elements will result in rejection of the tender.
9. If the price is given in a currency other than Polish zloty, for the purpose of comparing tenders the prices will be converted into Polish zloty at the National Bank of Poland (NBP) exchange rate on the date of opening of tenders specified in this procurement procedure.
10. The price given in the tender must include all costs and elements related to performance of the contract and to the conditions set by the Contracting Authority. When stating the price, the Economic Operator must take into account all elements related to proper and timely performance of the subject of the contract, including fees and taxes and any discounts and rebates.
11. Only one price may be given for the offered subject of the contract; price variants for performance of the contract are not allowed.
12. The net price given in the tender will be binding for the entire tender validity period and will be binding for the contract to be concluded.
13. Before the deadline for submission of tenders, the Economic Operator may amend or withdraw the submitted tender. Amendments to the tender submitted via the Competitiveness Database must be made in accordance with the technical capabilities of the Competitiveness Database and its user instructions.



14. The tender and each document attached thereto must be signed by persons authorised to represent the Economic Operator in accordance with the registration document.
15. If the authorisation to represent the person signing the tender does not arise from the relevant register, a digital copy (scan) of the power of attorney/legal authorisation of the person to sign the tender must be attached to the tender.
16. If the Economic Operator does not use a qualified/electronic signature, the tender signed by hand must be scanned and attached to the system. In such a case, the Contracting Authority has the right to request presentation of the original document. In particular, the selected Economic Operator is obliged to submit the original tender before signing the contract.
17. In the event that the offer is submitted by a foreign Contractor who does not have a NIP and/or REGON number, the relevant fields in the offer form shall be left blank.
18. The submission of a tender and annex no 2 in English using forms prepared in that language is permitted.
19. The submission of a tender in currencies other than PLN is permitted – the type of currency shall be indicated in the tender form in accordance with the ISO 4217 code.
20. In the case where the tender is submitted by a foreign Contractor who, under separate regulations, is not obliged to pay VAT in Poland, only the net price shall be indicated in the tender.
21. For the purpose of comparing offers submitted in currencies other than PLN, the Contracting Authority shall convert the offers into PLN based on the average exchange rate of the National Bank of Poland (NBP) on the date of deadline for submission of offers.
22. Where it is necessary to compare tenders submitted in currencies other than PLN for which only a net value has been indicated, the Contracting Authority shall add VAT to the tender price.

XIII. TENDER VALIDITY PERIOD

1. The Economic Operator submitting a tender is bound by it for 30 calendar days from the day following the last day of the deadline for submission of tenders.
2. In justified cases, before the expiry of the tender validity period, the Contracting Authority may request the Economic Operators to agree to extend this period by another 30 days. The Contracting Authority may also extend the tender validity period at the request of the Economic Operator.

XIV. LEGAL REMEDIES AND INFORMATION ON THE FORMALITIES TO BE COMPLETED AFTER SELECTION OF THE MOST ADVANTAGEOUS TENDER

1. Economic Operators and other participants in the procedure may lodge an appeal against:



1. the content of the contract notice or request for quotation,
 2. the act of selecting the most advantageous tender, cancellation of the procedure or refusal to sign the contract.
2. The appeal must be submitted no later than by the deadline for submission of tenders, exclusively electronically via BK2021 (or by e-mail where § 6(2) applies), and after this deadline to the Contracting Authority's e-mail address within 3 working days from the date of publication of the contested action. The appeal must identify the appellant, the contested action, the request and the factual and legal justification.
 3. The Contracting Authority shall decide on the appeal within 5 working days from the date of its receipt. The Contracting Authority may: (i) uphold the appeal in whole or in part and repeat the action, or (ii) dismiss the appeal, giving reasons.
 4. The Contracting Authority shall repeat or annul the actions to the extent indicated in the decision referred to in item 3 and shall immediately update the notice if necessary.
 5. The Contracting Authority will refrain from signing the contract with the selected Economic Operator until the appeals lodged have been resolved or until the expiry of the time limit for lodging appeals.
 6. After evaluating the tenders submitted, the Contracting Authority will select the most advantageous tender, which will be documented in a report on the procurement procedure.
 7. Information on the outcome of the procedure will be published by the Contracting Authority in the same manner as this request for quotation was published.
 8. After completion of the procedure for selecting the Economic Operator, at the request of an Economic Operator who submitted a tender, the Contracting Authority will make the report on the procurement procedure available for inspection (excluding parts constituting trade secrets).
 9. The Contracting Authority will conclude a contract for performance of the subject of the contract with the Economic Operator whose tender has been selected as the most advantageous.
 10. The Contracting Authority will inform the selected Economic Operator of the place and date of signing the contract.
 11. If the Economic Operator refuses to sign the contract with the Contracting Authority, the Contracting Authority may sign the contract with the next Economic Operator whose tender received the next highest number of points in the procurement procedure.

XV. ADDITIONAL PROVISIONS

1. The Contracting Authority does not allow the award of supplementary contracts to the selected Economic Operator.
2. The Contracting Authority may cancel the procedure if:
 - a) no tender has been submitted that is not subject to rejection;



- b) the price of the most advantageous tender exceeds the amount that the Contracting Authority intended to allocate to performance of the contract in accordance with the project budget;
- c) the procedure is affected by a material defect preventing conclusion of the contract;
- d) as a result of a change in objective circumstances, performance of the contract is no longer in the interest of the Contracting Authority;
- e) the entity/entities participating in the procurement procedure influence it in a way that is contrary to the law or the Guidelines on the eligibility of expenditure for the years 2021–2027.
3. In the event of circumstances referred to in item XV.2, the Contracting Authority reserves the right to cancel the procedure (or part thereof) at any stage, and the Economic Operator will not pursue any claims in this regard.
 4. All costs related to participation of the Economic Operator in this procedure shall be borne by the Economic Operator. The Contracting Authority does not reimburse Economic Operators for the costs of preparing tenders or other costs related to participation in the procedure.
 5. In justified cases, before the deadline for submission of tenders, the Contracting Authority may amend the content of this request for quotation. Any amendments and supplements to the request for quotation, together with its annexes, as well as questions from Economic Operators and the Contracting Authority's explanations, will be published in the Competitiveness Database and sent to the Economic Operators who have submitted tenders. Amendments, supplements and explanations in response to questions from Economic Operators shall form an integral part of this request for quotation and will be binding when preparing tenders.
 6. The Contracting Authority will reply to questions from Economic Operators regarding the content of this request for quotation if the request for clarification is received by the Contracting Authority no later than by the end of the day preceding the deadline for submission of tenders.
 7. In this procurement procedure, Economic Operators may ask questions regarding the content of this request for quotation exclusively via the Competitiveness Database: <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/>.
 8. Other information, e.g. requests to provide additional documentation or replies to the Contracting Authority's request to supplement the tender, may be submitted by Economic Operators via the Competitiveness Database in accordance with its capabilities.
 9. Submission of a tender in response to this request for quotation is tantamount to consent to its disclosure to institutions authorised to verify and control proper implementation of the project.
 10. The Contracting Authority declares that it will provide appropriate technical and organisational measures so that the processing of data provided by the Contracting Authority meets the requirements of the GDPR imposed on a data processor under Article 28 of the GDPR and protects the rights of data subjects.



11. The Contracting Authority shall correct in the tender, after promptly notifying the Economic Operator whose tender has been corrected and after setting a deadline for objection:
 - a) obvious typographical errors;
 - b) obvious calculation errors, taking into account the arithmetic consequences of the corrections made. By obvious calculation errors, the Contracting Authority understands an incorrect result of an arithmetic operation, assuming that the number of units and the net unit price are given correctly;
 - c) other errors consisting in non-compliance of the tender with the procurement documents, which do not result in material changes to the content of the tender. If the Economic Operator objects to the corrections made to its tender, the tender will be rejected.
12. The Contracting Authority may request the Economic Operator to clarify any ambiguities in the submitted tender and/or to supplement missing elements of the tender within a deadline specified by the Contracting Authority. Clarifications and supplements to the tender may not lead to a change in the tender price, subject to item 11(b), or to changes in other elements of the tender constituting non-price award criteria, if such criteria were applied.
13. Tenders that do not comply with the conditions of the contract or in which the formal deficiencies have not been supplemented or clarifications have not been submitted within the specified deadline will be rejected.
14. If the price or cost offered appears abnormally low in relation to the subject of the contract, i.e. differs by more than 30% from the arithmetic mean of the prices of all valid tenders not subject to rejection, or raises doubts of the Contracting Authority as to the possibility of performing the subject of the contract in accordance with the requirements specified in this request for quotation or in separate provisions, the Contracting Authority shall request the Economic Operator to provide, within a specified deadline, explanations including evidence concerning the calculation of the price or cost. The Contracting Authority will assess these explanations in consultation with the Economic Operator and may reject the tender only if the explanations and evidence do not justify the price or cost stated in the tender.
15. This request for quotation forms part of the procurement of laboratory and research equipment under the project "Construction and equipping of a research and development centre in the field of the green economy" with an estimated total value of approx. PLN 2,212,810.42. The first notice in this scope is available in the Competitiveness Database under number 2025-97142-240220. Another announcement within the above-mentioned scope is available in the Competitiveness Database under No. 2025-97142-255660.

XVI. GDPR CLAUSE

Pursuant to Article 13(1) and (2) of Regulation (EU) 2016/679 of the European Parliament and of the Council 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), hereinafter "GDPR", we inform you that:



- The controller of your personal data is Centrum Innowacji i Wdrożeń Bio-Inwest Sp. z o.o., al. Marszałka Piłsudskiego 12, 43-100 Tychy, NIP: 646-28-97-683, REGON: 241741712;
- Your personal data will be processed on the basis of Article 6(1)(c) of the GDPR for purposes related to the procurement procedure under the Project supported within the European Funds for Silesia Programme 2021–2027, Priority FESL.01 European Funds for smart growth, Measure FESL.01.02 Research, development and innovation in enterprises. Grant application number: FESL.01.02-IP.01-091F/24-004;
- Your personal data will be made available to entities authorised to control implementation of the Project;
- Your personal data will be stored for the period necessary for the Contracting Authority to fulfil its obligations arising from the grant agreement. The Contracting Authority indicates that it is obliged to store documents related to implementation of the Project for no less than 10 years from the date of the final payment, unless the provisions on State aid provide otherwise;
- No decisions concerning your personal data will be taken by automated means within the meaning of Article 22 of the GDPR;
- You have: (i) the right of access to your personal data, pursuant to Article 15 of the GDPR; (ii) the right to rectification of your personal data, pursuant to Article 16 of the GDPR; (iii) the right to request the controller to restrict processing of your personal data, pursuant to Article 18 of the GDPR, subject to the cases referred to in Article 18(2) of the GDPR – such requests will be assessed by the Contracting Authority in the light of the GDPR; (iv) the right to lodge a complaint with the President of the Personal Data Protection Office if you consider that the processing of your personal data infringes the provisions of the GDPR;
- You do **not** have: (i) the right to erasure of personal data, in relation to Article 17(3)(b), (d) or (e) of the GDPR; (ii) the right to data portability referred to in Article 20 of the GDPR; (iii) the right to object to processing of your personal data under Article 21 of the GDPR, as the legal basis for processing your personal data is Article 6(1)(c) of the GDPR.

XVII. ANNEXES

1. Annex No. 1: Tender form (including editable version)
2. Annex No. 2: Statement on the absence of grounds for exclusion (including editable version)
3. Annex No. 3: Essential terms of the contract
4. Annex No. 4: Detailed description of the subject of the contract (Specification of Requirement)

Annex No. 1
Tender form

in response to Request for Proposal No. 4/CBR/2025 of 12 December 2025 concerning the contract::

Supply of a nitrous oxide measurement probe under the project "Construction and equipment of a research and development center in the field of the green economy"

1. Contractor Details

Full name:	
Registered address:	
REGON (Statistical No.):	
NIP (Tax ID):	
Authorized representative (contact person):	
Telephone:	
E-mail:	

2. WE SUBMIT A TENDER for the performance of the contract:
Supply of a nitrous oxide measurement probe

Net price:	Currency*:	In words:
VAT (for tender in PLN):		In words:
Gross (for tender in PLN):		In words:

*Type currency according to ISO 4217 code





3. Declarations

I declare that:

1. The price includes all components necessary for the performance of the subject of the contract, in accordance with the scope presented in the request for proposal.
2. We hold the authorizations required to perform the activities specified in the subject of the contract.
3. We are in an economic and financial position that enables us to perform the contract.
4. We possess the necessary knowledge and experience to perform the subject of the contract.
5. We have the technical capacity required to perform the subject of the contract.
6. We have personnel capable of performing the subject of the contract.
7. We accept all conditions contained in the request for proposal. If our tender is selected as the most advantageous, we undertake to sign the agreement consistent with the template provided in Annex No. 3 to the request for proposal, at the time and place indicated by the Contracting Authority.
8. We accept the contract completion date of 25 February 2026.
9. We have received all information necessary to prepare the tender.
10. All information provided in the tender is true and complies with the factual and legal status (Article 233 of the Penal Code).
11. We accept the tender validity period (30 days from the final tender submission deadline).
12. We consent to the processing of personal data to the extent necessary for the execution of the contract.
13. Furthermore, we declare that we have fulfilled the information obligations set out in Articles 13 or 14 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 with respect to natural persons whose personal data we obtained directly or indirectly for the purpose of participating in this procurement procedure.

4. I declare that the offered device meets all requirements specified in item 2 of the Contracting Authority's Statement of Requirements (SOR).

5. The following documents are attached to the tender:

1.....

2.....

3.....

.....

Place and date

.....

*Signature (and stamp) of the person(s) authorized
to represent the Contractor or authorized to act on its behalf*

f



Annex no 2

DECLARATION

OF NO GROUNDS FOR EXCLUSION

I, the undersigned, acting on behalf of
.....
(name, address, VAT ID of the Contractor), submitting a tender under Request for Proposal No. 2/CBR/2025 dated 28 November 2025 concerning the Supply of a nitrous oxide measurement probe under the project "Construction and equipment of a research and development center in the field of the green economy", hereby declare that:

I. I hereby declare that there are no personal or capital links between
....., hereinafter referred to as the Contractor, and the Contracting Authority.

Personal or capital links shall be understood as mutual connections between the beneficiary or persons authorized to incur liabilities on behalf of the beneficiary, or persons performing activities related to the contractor selection procedure on behalf of the beneficiary, and the contractor, consisting in particular of:

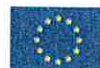
1. participation in a company as a partner in a civil law partnership or a personal partnership, holding at least 10% of shares or stock (unless a lower threshold results from legal provisions), acting as a member of a supervisory or management body, proxy, or attorney;
2. being in a marital relationship, in a direct consanguinity or affinity relationship, a collateral consanguinity or affinity relationship up to the second degree, or being related by adoption, custody or guardianship, or being in cohabitation with the contractor, the contractor's legal representative, or members of the management or supervisory bodies of contractors applying for the contract;
3. having a legal or factual relationship with the contractor that may give rise to justified doubts as to their impartiality or independence in connection with the procurement procedure.

II. I hereby declare that, as the Contractor, I am not subject to exclusion from the procedure pursuant to Article 7(1) of the Act of 13 April 2022 on special measures for counteracting the support of aggression against Ukraine and for the protection of national security (Journal of Laws 2022, item 835).

III. I hereby declare that, as the Contractor, I am not subject to exclusion from the procedure pursuant to Article 5k of Council Regulation (EU) No. 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine (OJ L 229, 31.7.2014, p. 1), as amended by Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No. 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine (OJ L 111, 8.4.2022, p. 1).

.....

Signature of contractor



Appendix No. 3

CONTRACT/...../2025

concluded on in Tychy
between:

Centrum Innowacji i Wdrożeń Bio-Inwest Sp. z o.o.

with its registered office in Tychy, at Al. Piłsudskiego 12, holding the following numbers:
Tax Identification Number (NIP) 646-28-97-683, National Business Registry Number (REGON) 241741712, entered under KRS No. 0000367117 in the Register of Entrepreneurs of the National Court Register kept by the Commercial Division of the District Court in Katowice, having share capital in the amount of PLN 2,000,000.00, fully paid up, hereinafter referred to as the "Ordering Party", represented by:

Zbigniew Gieleciak – CEO

and

.....

with its registered office in,

.....

hereinafter referred to as the "Contractor" represented by:.....

hereinafter jointly referred to as the "Parties" or individually as a "Party",

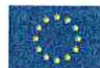
as a result of a request for quotations procedure No. for the **Supply of a probe for nitrous oxide measurement** under the project "Construction and equipment of a research and development centre in the field of green economy using the Competitiveness Database, in accordance with the competitiveness principle set out in the Guidelines on the eligibility of expenditure under the European funds for the years 2021–2027, , the following contract has been concluded:

§1

Subject of the Contract

1. The subject of the Contract is the performance by the Contractor of the order comprising:
 - a) The supply of a probe for nitrous oxide measurement in accordance with the provisions of Annex No. 2, the Description of the Subject of the Contract (SoR), which constitutes an integral part of the Contract.
 - b) The subject of the Contract has been agreed by the Parties through acceptance of the content of the tender – Appendix No. 1 to the Contract, which constitutes an integral part of the Contract.

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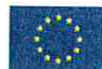


2. In the event of any discrepancies, the following hierarchy of validity of documents shall apply for the performance of the Contract:
 1. The Contract document
 2. Description of the Subject of the Contract
 3. Tender together with appendices

§ 2

Manner of Performance

1. The Contractor undertakes to deliver the subject of the Contract specified in § 1 of the Contract in a single delivery to the Centrum Innowacji I Wdrożeń Bio-Inwest, ul. Lokalna 14, between 7:00 a.m. and 3:00 p.m. on business days – from Monday to Friday.
2. A handover-acceptance protocol shall be drawn up from the acceptance activities of the subject of the Contract, within the scope covering a complete and duly performed delivery, in accordance with the provisions of Annex No. 1 to the Contract, and shall be signed without reservations by the Contractor and the representative of the Ordering Party; this protocol shall constitute the basis for for issuing the invoice and for the final payment.
3. Until the subject of the Contract has been accepted by the Ordering Party, the Contractor shall bear the risk of all dangers related to potential damage, loss or damage incurred during transport.
4. In the event that defects and/or faults, as well as incompleteness of the delivery performed, are identified during acceptance, the Contractor shall remove them within 30 days from the date of obtaining such information, or within 5 days if the issue can be resolved through online instructions. If the defects and/or faults indicated during acceptance are removed within the above-mentioned 30-day period (or within 5 days in the case of online instructions), and no other comments are reported, the subject of the order shall be deemed to have been delivered on time.
5. Defects and/or faults, as well as incompleteness of the subject of delivery, identified during the acceptance of the subject of delivery shall be recorded in a defect protocol signed by the representative of the supplier and the Ordering Party.
6. Until the defects identified during acceptance have been removed, the Ordering Party shall be entitled to withhold signing of the handover-acceptance protocol.
7. As part of the performance of the subject of the Contract, the Contractor is obliged to deliver and hand over to the Ordering Party, on the day of delivery:
 - a) operating instructions for the use of the subject of delivery,
 - b) technical documentation (i.e. diagrams, spare parts catalogues),
8. As part of the performance of the subject of the Contract specified in § 1 section 1 of the Contract, until the acceptance of the subject of the Contract, the Contractor shall conduct training for the Ordering Party's employees in the operation of the subject of the Contract.
9. The persons responsible for the performance of the Contract are:
 1. on the part of the Ordering Party – Anna Banach-Wisniewska, tel. 32 420 98 86 / 32 218 01 00 and Agata Karło-Białozor, tel. 32 219 93 71, a.banach-wisniewska@bio-inwest.pl, a.karlo@bio-inwest.pl,
 2. on the part of the Contractor –, tel. No. +48, e-mail:



10. A change of the persons responsible for the performance of the Contract, as referred to in section 9, shall be made by notification in electronic form (to the e-mail address of the Ordering Party and the Contractor) and shall not require the execution of a written annex in this respect.

§ 3

Obligations of the Contractor

1. The Contractor shall be responsible for the overall performance of the order, including its course and timely completion.
2. The Contractor shall be responsible for the quality and compliance with the technical and quality conditions specified for the subject of the order.

§ 4

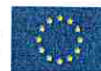
Statement of the Contractor

1. The Contractor declares that it has familiarised itself in detail with the OPZ (Appendix No. 2 to the Contract), adding that it is aware of all expectations of the Ordering Party as to the quality and timeliness of deliveries and ensures that, in performing the subject of the Contract, it will exercise the highest diligence, taking into account the professional nature of the deliveries provided.
2. The Contractor assures that, as an entrepreneur, it has appropriate and extensive experience in the performance of deliveries constituting the subject of the order. The Contractor declares that it has financial liquidity enabling it to perform contractual obligations on time, as well as working capital and the potential necessary to perform the subject of the Contract.
3. The Contractor declares that the subject of the Contract meets the quality requirements and has the required certificates (declarations) in accordance with applicable legal regulations.
4. The Contractor guarantees that the subject of the Contract is new, free from physical and legal defects and safe in operation.
5. The Contractor declares that it has ensured the correctness and completeness of the tender submitted in the procedure, as well as the correctness and completeness of the description of the subject of the order, and raises no objections thereto.

§ 5

Deadline for Performance of the Subject of the Contract

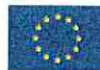
1. The Contractor shall perform the subject of the Contract specified in § 1 section 1 of the Contract within a non-extendable deadline until 25 February 2026.
2. The date of performance of the subject of the Contract specified in § 1 section 1 shall be deemed to be the date on which the Contractor delivers a defect-free and complete subject of the Contract, confirmed by a handover-acceptance protocol signed without reservations by the Ordering Party and the Contractor, as referred to in § 2 section 2 of the Contract, after completion of installation and commissioning of the subject of the Contract.
3. The deadline specified in the Contract may be changed if the circumstances indicated in § 9 occur.



§ 6

Remuneration, Terms and Form of Payment

1. For the performance of the entire subject of the Contract, the Ordering Party shall pay the Contractor contractual remuneration in the amount of (in word:.....)
2. Settlement of the amount due for the subject of the Contract shall be made on the basis of a correctly issued VAT invoice by the Contractor.
3. Payment of the invoice shall be made by bank transfer to the account indicated on the invoice, within 30 calendar days from the date of delivery to the Ordering Party of a correctly issued invoice together with the settlement document referred to in section 4. **Providing data, including the Contract number to which the invoice relates, is necessary to effect the bank transfer.**
4. If, together with the invoice, the protocol referred to in § 2 section 2 is not delivered, signed without reservations by the Parties, or if an incorrect protocol is delivered, which would result in the failure to approve the said protocol, the payment deadline shall run from the date of delivery and approval of the correct protocol.
5. The date of payment shall be deemed to be the date on which the Ordering Party's bank account is debited.
6. The basis for issuing an invoice in the amount of the remuneration referred to in section 1 shall be the handover-acceptance protocol referred to in § 2 section 2 of the Contract, signed without reservations by the Ordering Party and the Contractor.
7. The remuneration reserved in section 1 includes all costs of the Contractor connected with the correct and complete performance for the Ordering Party of the subject of the Contract.
8. If, during the term of the Contract, the rate of value added tax (VAT) changes, from the moment of such change, VAT at the new rate shall be added to the net price specified in section 1 at the new rate applicable on the date of issuing the invoice, without the need to amend the Contract.
9. The Ordering Party has Tax Identification Number (NIP) 646-28-97-683 and authorises the Contractor to issue VAT invoices without its signature.
10. The electronic invoice shall be sent to the Ordering Party to the e-mail address: bio-inwest@bio-inwest.pl.
11. Payments of the amounts due in respect of contractual remuneration referred to in Article 19 point 2 of the Entrepreneurs' Law Act, in connection with Article 22 section 1 of the Act amending the Personal Income Tax Act, the Corporate Income Tax Act and certain other acts of 29 October 2021, shall be made by the Ordering Party exclusively to the bank account of the Contractor included in the list kept by the Head of the National Revenue Administration, on the basis of Article 96b of the Act of 11 March 2004 on value added tax (the so-called "white list of VAT taxpayers" – hereinafter the "list"). If the Contractor's bank account number indicated on the invoice does not comply with the account number included in the list, or if no bank account number of the Contractor is disclosed in the list, the Ordering Party shall be entitled to withhold payment of the amount due specified on the invoice until the discrepancies are clarified by the Contractor and the bank account number indicated on the



invoice is consistent with the account number included in the list. The Parties jointly acknowledge that in the situation referred to in the preceding sentence, the Ordering Party shall not be in delay in payment of the contractual remuneration in relation to the Contractor. The Ordering Party shall immediately inform the Contractor of the withholding of payment for the reasons indicated above.

12. In connection with Article 4c of the Act of 8 March 2013 on counteracting excessive delays in commercial transactions, the Ordering Party declares that it has the status of a large entrepreneur, i.e. it is an entrepreneur other than a micro, small or medium-sized entrepreneur within the meaning of Annex I to Commission Regulation (EU) No. 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market pursuant to Articles 107 and 108 of the Treaty (OJ EU L 187 of 26 June 2014).
13. Receivables and liabilities arising from this Contract may not be transferred to third parties without the prior written consent of the Ordering Party.

§ 7

Warranty

1. The Parties agree on a warranty covering all faults and defects occurring in the subject of the Contract during the warranty period due to causes inherent in the item sold on the date of handing it over to the Ordering Party, for a period not shorter than 12 months in accordance with the Description of the Subject of the Contract (Annex No. 2) – from the date of signing by both Parties, without reservations, the handover-acceptance protocol referred to in § 2 section 2. During the warranty period, all defects arising in a non-mechanical manner, without the participation of third parties, shall be repaired by the Contractor free of charge (consumables and fast-wearing parts, the replacement of which may be carried out by the Ordering Party independently, are not covered by the warranty).
2. Under the warranty, in the event of the occurrence, during use of the subject of the order, of any defect or fault, the Contractor shall remove it within no more than 30 days from the moment of its written notification by the Ordering Party, or within another deadline previously agreed with the Ordering Party, and in the event that it is not possible to remove it within this deadline, the Contractor shall replace the defective subject of the order or its part with a new item free from defects. The Contractor shall deliver brand new items, regardless of the degree of wear of the subject of the order or its parts.
3. In the event of the same type of defect or fault occurring twice, at the request of the Ordering Party, the Contractor shall replace, within 30 days from the date of submission of the request, the defective subject of the order or its part with a new item free from defects.
4. In the event of failure to perform the obligations specified in sections 2 and 3 on time, the Ordering Party shall be entitled, without separate calls, to remove the defects on its own and charge the Contractor with the costs of substitute performance.
5. The Contractor shall be released from liability under the warranty if it demonstrates that the defects of the subject of the Contract arose solely for reasons attributable to the Ordering Party, in particular as a result of its use contrary to its intended purpose.



6. In the event of a conflict between the contractual provisions and the provisions of the warranty documents (if presented by the Contractor), the provisions of the Contract shall prevail.

§ 8

Contractual Penalties

1. The Parties reserve the possibility of charging contractual penalties in the situations indicated below:
 - a. The Contractor shall pay the Ordering Party a contractual penalty in the amount of 10% of the gross contractual remuneration specified in § 6 section 1 of the Contract if the Ordering Party or the Contractor withdraws from the Contract due to circumstances for which the Contractor is responsible,
 - b. The Contractor shall pay the Ordering Party a contractual penalty in the amount of 0.3% of the gross contractual remuneration specified in § 6 section 1 of the Contract for each day of delay by the Contractor in relation to the deadline for performance of the subject of the Contract specified in § 5 section 1 or the deadline for performance of contractual obligations referred to in § 7 sections 2 and 3 of the Contract, but not more than 10% of the gross contractual remuneration specified in § 6 section 1 of the Contract.
 - c. The Ordering Party shall pay the Contractor a contractual penalty in the amount of 10% of the gross contractual remuneration specified in § 6 section 1 of the Contract in the event of withdrawal from the Contract by the Contractor for reasons attributable to the Ordering Party, caused solely by intentional action (wilful misconduct) of the Ordering Party, subject to the provisions of § 10 section 4 of the Contract.
2. If the actual damage suffered exceeds the amount of the contractual penalties reserved, the Parties may pursue supplementary compensation up to the amount of the actual damage suffered.
3. For the avoidance of doubt, the Parties agree that the contractual penalty for delay in delivery of the subject of the Contract may be cumulated with the contractual penalty for withdrawal.
4. The total amount of contractual penalties charged on the basis of this paragraph may not exceed 20% of the value of the subject of the Contract referred to in § 6 section 1 of the Contract.
5. The amounts due in respect of contractual penalties shall become payable upon issuance of a debit note by the Ordering Party. The Ordering Party is obliged to send the debit note to the Contractor. The amount due in respect of the contractual penalty shall be paid by the Contractor to the Ordering Party within 10 days from the date of issuance of the debit note.
6. The Ordering Party shall be entitled to set off the contractual penalties charged against the remuneration due to the Contractor under this Contract.

§ 9

Determination of Conditions for Amendment of the Contract

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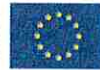
1. The Ordering Party allows for the possibility of amending the provisions of the concluded Contract in relation to the content of the tender on the basis of which the Contractor was selected, with the mutual consent of the Parties, in the following scope:

a) The Contract may be amended in the event of the occurrence of circumstances that could not have been foreseen. The Ordering Party shall interpret this concept in a manner corresponding to recital 109 of the Preamble to Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC. In light of this recital, "The concept of unforeseeable circumstances refers to circumstances which could not have been foreseen despite reasonable diligence in preparing the original procurement by the contracting authority, taking into account the means available to it, the nature and characteristics of the specific project, good practice in the field in question and the need to ensure an adequate relationship between the resources used in preparing the award procedure and its foreseeable value. However, this should not apply in cases where a modification alters the overall nature of the contract, for instance by replacing the works, supplies or services to be procured with something different or by fundamentally changing the type of contract (...)". In such case, the Contract shall be amended so as to make it possible to reverse or remedy the effects of the occurrence of unforeseeable circumstances. In the event of the occurrence of unforeseeable circumstances, it shall also be possible to change the delivery date and the Contract performance date,

b) The Contract may be amended in the event of a change of Contractor, where the Contractor to whom the Ordering Party awarded the contract is to be replaced by a new contractor as a result of succession, entering into the rights and obligations of the Contractor as a result of acquisition, merger, division, transformation, bankruptcy, restructuring, inheritance or acquisition of the existing Contractor or its enterprise, provided that the new Contractor meets the conditions for participation in the procedure and that this does not entail other material changes to the Contract and is not intended to avoid the application of the competitiveness principle,

c) The Contract may be amended where it is necessary to extend the deadline for performance of the order or the deadline for performance of an obligation under the Contract due to the occurrence of force majeure. By force majeure, the Ordering Party shall understand an unforeseeable, exceptional situation or an event beyond the control of the Parties to this Contract which prevents either of them from fulfilling its obligations under this Contract and which is not due to error or negligence on their part or on the part of their subcontractors, and which could not have been avoided by acting with appropriate and reasonable due diligence. In such a case, the Contract shall be extended by the duration of the force majeure or by the time necessary to reverse the effects of the force majeure, or the deadline for performance of the obligation under the Contract shall be changed by the duration of the force majeure or by the time necessary to reverse the effects of the force majeure. In the event of force majeure, it shall also be possible to change the delivery date and the Contract performance date.

d) The Contract may be amended where it is necessary to extend the deadline for performance of the order or the deadline for performance of an obligation under the Contract due to the actions of a third party or third parties for which neither the Contractor nor the Ordering Party is responsible. If the Ordering Party confirms that this condition has been met, the Contract shall be extended by the time necessary to reverse the effects of the actions of such third party or parties.



In such case, it shall also be possible to change the delivery date and the Contract performance date.

e) The Contract may be amended if there is a change in generally applicable legal regulations or the introduction of new legal regulations that affect the performance of this Contract. In such case, the Contract shall be amended so as to comply with the applicable legal regulations. In such case, it shall also be possible to change the Contract performance date.

f) Changes in the value of the Contract in the event of an increase or decrease in value added tax rates applicable to the Subject of the Order as a result of amendments to the Act of 11 March 2004 on value added tax, which will enter into force after the date of conclusion of the Contract and before the Contractor has performed the subject of the order after which the Contractor is entitled to receive remuneration, the Contractor's remuneration may be increased or decreased accordingly if, as a result of the application of the amended VAT rates, the tax amount and the Contractor's remuneration including value added tax change. The Contractor shall be entitled to receive increased remuneration only if it has met the Contract performance deadline and has submitted to the Ordering Party a correctly issued VAT invoice without delay, but no later than within 14 days from the date on which it became entitled to issue the invoice.

g) The Contract may be amended in the event of a change – including the introduction of new – legal regulations applicable to the subject of the order or the manner of performance of the subject of the order. This provision also covers the introduction or amendment of regulations relating to an epidemic situation or other situations associated with the occurrence of events considered manifestations of force majeure.

h) in other situations provided for in this Contract;

2. Any changes and additions to the Contract concluded with the selected Contractor, under pain of nullity, must be made in the form of written annexes to the Contract, signed by both Parties.

§ 10

Withdrawal from the Contract

In addition to the cases specified in the Civil Code, the Parties shall have the right to withdraw from the Contract in each of the following cases:

1. The Ordering Party shall have the right to withdraw from the Contract, at its discretion in whole or in part:
 - a) in the event of the occurrence of significant circumstances making performance of the Contract contrary to the public interest, which could not have been foreseen at the time of conclusion of the Contract; withdrawal from the Contract in this case may take place within 30 days from the date of obtaining information about the above circumstance,
 - b) if the Contractor's company is dissolved,
 - c) if an order is issued to seize the Contractor's assets,
 - d) in the event that the Contract is not performed within the deadline referred to in § 5 section 1 of the Contract and a delay of more than 1 month occurs, without the need to direct separate, additional calls to the Contractor in this respect.
2. The Contractor shall have the right to withdraw from the Contract if, within 30 days from the signing of the Contract, the Ordering Party informs the Contractor that, due to the occurrence

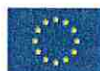
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of previously unforeseen circumstances, it will not be able to fulfil its contractual obligations towards the Contractor.

3. Withdrawal from the Contract shall be made in writing, under pain of nullity of such declaration, and shall contain a justification.
4. Withdrawal from the Contract in the situations referred to in sections 1 and 2 shall not entitle the Contractor to charge the contractual penalty referred to in § 8 section 1 letter c) of the Contract.
5. The right of withdrawal referred to in section 1 letters a)–d) and section 2 of this paragraph may be exercised within 60 days from the date of expiry of the Contract performance deadline referred to in § 5 section 1.

§11

1. This Contract is co-financed under the project “Construction and equipment of a research and development centre in the field of green economy”, co-financed from the (European) Regional Development Fund, Priority: FESL.01.00 – European Funds for Smart Growth for Priority: FESL.01.00 – European Funds for Smart Growth.
2. The Ordering Party has concluded a co-financing agreement with the Silesian Centre for Entrepreneurship (Managing Authority of the Programme) for financing the task indicated in section 1. The Contractor hereby confirms this circumstance and its awareness of the importance of timely performance of the subject of the Contract for obtaining the co-financing, as well as the possibility that the Ordering Party may lose the co-financing in the event of delay in the performance of the subject of the Contract.
3. The Contractor shall be obliged to present, at the request of the Ordering Party, any documents, information and explanations related to the implementation of the project within the deadline set by the Ordering Party – if the Managing Authority of the Programme European Funds for Silesia 2021–2027 requires this.
4. The Contractor:
 - a) is obliged to apply the guidelines on the implementation of equality principles under EU funds for the years 2021–2027;
 - b) may not engage in actions or omissions that bear the hallmarks of direct or indirect discrimination, in particular on the grounds of characteristics such as sex, race, ethnic origin, nationality, religion, belief, worldview, disability, age or sexual orientation. The Contractor shall be obliged to ensure equal access for all persons, inter alia, to information, products, services, infrastructure and employment. Differentiation in the treatment of persons due to objectively justified reasons (so-called positive actions) shall not constitute discrimination.
5. The Contractor undertakes to handle waste in accordance with the waste management hierarchy, with particular regard to the prevention of waste generation during the performance of the Contract and during the warranty and statutory warranty periods, in accordance with the Act of 14 December 2012 on waste.
6. The Contractor undertakes to manage hazardous substances/waste generated during the performance of the Contract and during the warranty and statutory warranty periods in accordance with the Act of 14 December 2012 on waste.
7. The Contractor shall cooperate with the Ordering Party in the promotion of the project.



§ 12

Final Provisions

1. Each Party shall be obliged to immediately notify the other Party of any change in the company data or address details, under pain of the correspondence sent to the last address known to the other Party being deemed effectively delivered.
2. Any disputes arising from this Contract shall be resolved in the first instance amicably.
3. If the Parties fail to reach a compromise, the disputes shall be resolved by the court having territorial jurisdiction over the registered office of the Ordering Party.
4. In matters not regulated in this Contract, the provisions of the Civil Code and other applicable legal provisions shall apply.
5. The appendices to the Contract shall form an integral part thereof.
6. The Contract has been drawn up in two identical counterparts, one for each Party.
7. By signing this Contract, the Contractor declares that it has read the content of the information clause of the Ordering Party, constituting Appendix No. 3 to this Contract.
8. The Contractor undertakes, on behalf of the Ordering Party, to fulfil towards the employees whose personal data it makes available to the Ordering Party in connection with the performance of this Contract, the information obligation of the personal data controller, by providing them with the content of the information clause constituting Appendix No. 4 to this Contract.

APPENDICES:

Annex No. 1 – Contractor's Tender/Tender Form

Annex No. 2 – Description of the Subject of the Contract

Annex No. 3 – Personal Data Controller Information Clause

Annex No. 4 – Personal Data Controller Information Clause for persons representing the counterparty and its employees

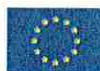
CONTRACTOR

ORDERING PARTY

Annex No. 3 to Agreement No.**Information Clause of the Personal Data Controller**

Acting pursuant to Article 13 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 (GDPR), we hereby inform you that:

1. The Controller of your personal data is Centrum Innowacji i Wdrożeń Bio-Inwest Sp. z o.o., with its registered office in Tychy, Al. Piłsudskiego 12, entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court Katowice-East in Katowice, 8th Commercial Division of the National Court Register under number 0000367117, NIP: 646-28-97-683; REGON: 241741712, share capital of PLN 2,000,000.00 fully paid up (hereinafter: the Controller).
2. Contact with the Controller is possible at the Controller's registered office, as well as via e-mail at: bio-inwest@bio-inwest.pl or by telephone at: +48 32 325 72 10.
3. Your personal data will be processed for the purpose of concluding and performing the agreement binding you with the Controller, i.e. on the basis of Article 6(1)(b) of the GDPR. The legal basis for processing your personal data may also be Article 6(1)(f) of the GDPR, if the processing of your personal data proves necessary for the purposes arising from the legitimate interests pursued by the Controller, usually connected with the need to pursue potential claims.
4. Your personal data will also be processed on the basis of Article 6(1)(c) of the GDPR for the purpose related to the performance of the Controller's obligations connected with the implementation of the agreement under the Project supported within the European Funds for Silesia Programme for 2021–2027, Priority FESL.01 European Funds for Intelligent Development, Measure FESL.01.02 Research, Development and Innovation in Enterprises. Application number for funding: FESL.01.02-IP.01-091F/24-04;
5. Providing your data is voluntary; however, it determines the possibility of concluding the agreement. The scope of processed personal data corresponds solely to the scope necessary due to the purpose of such processing.
6. Your personal data may be transferred to the Controller's subcontractors providing technical-execution, IT, accounting or legal services for the Controller. Your personal data will also be made available to entities authorised under generally applicable legal provisions, in particular to entities authorised to control the implementation of the Project under which the agreement is carried out and co-financed. Your personal data will be processed for the period necessary for the Controller to fulfil its obligations arising from the project co-financing agreement. The Contracting Authority indicates that it is obliged to store documents related to the implementation of the Project for no less than 10 years from the date of the final payment, unless public aid regulations provide otherwise.
7. To the extent and on the terms resulting from the GDPR, you shall have the right at any time to:
 - access your personal data, including the right to obtain a copy thereof;
 - request rectification of personal data;
 - request restriction of the processing of personal data;
 - lodge a complaint with the President of the Personal Data Protection Office.
8. You are not entitled to:
 - (I) the right to erasure of personal data pursuant to Article 17(3)(b), (e) of the GDPR;
 - (II) the right to data portability referred to in Article 20 of the GDPR;



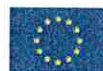
- (III) the right to object to the processing of personal data under Article 21 of the GDPR, since the legal basis for the processing of your personal data is Article 6(1)(c) of the GDPR.
9. The Controller does not intend to transfer your personal data to a third country or an international organisation, nor to process such data in an automated manner or use profiling.

Annex No. 4 to Agreement No.**Information Clause of the Personal Data Controller for persons representing the Contractor and its employees**

Acting pursuant to Article 14 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 (GDPR), I hereby inform you that:

1. The Controller of your personal data is **Centrum Innowacji i Wdrożeń Bio-Inwest Sp. z o.o.** with its registered office in Tychy, Al. Piłsudskiego 12, entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court Katowice-East in Katowice, 8th Commercial Division of the National Court Register under number 0000367117, NIP: 646-28-97-683; REGON: 241741712, share capital of PLN 2,000,000.00 fully paid up (hereinafter: the Controller).
2. Contact with the Controller is possible at the Controller's registered office, as well as via e-mail at: bio-inwest@bio-inwest.pl or by telephone at: +48 32 325 72 10.
3. Your data have been provided to us by the contractor whom you represent or who has entrusted you with the performance of the agreement binding that contractor with the Controller.
4. The scope of personal data processed by the Controller is limited solely to the extent necessary for the purposes of processing, i.e. the conclusion and proper performance of the provisions of the agreement between the Controller and its contractor whom you represent or who entrusted you with the performance of the agreement binding them with the Controller. It is limited exclusively to data regarding your identity or contact details. The legal basis for processing your personal data is therefore Article 6(1)(f) of the GDPR.
5. Your personal data will also be processed on the basis of Article 6(1)(c) of the GDPR for purposes related to the performance of the Controller's obligations regarding the implementation of the agreement under the Project supported within the European Funds for Silesia Programme for 2021–2027, Priority FESL.01 European Funds for Intelligent Development, Measure FESL.01.02 Research, Development and Innovation in Enterprises. Application number for funding: FESL.01.02-IP.01-091F/24-04.
6. Your personal data may be transferred to subcontractors of the Controller providing IT, accounting or legal services on its behalf. Your personal data will also be made available to entities authorised to receive them under generally applicable legal provisions, in particular to entities authorised to control the implementation of the Project under which the agreement is carried out and co-financed.
7. Your personal data will be processed for the period necessary for the Contracting Authority to fulfil its obligations arising from the project co-financing agreement. The Contracting Authority indicates that it is obliged to store documents related to the implementation of the Project for no less than 10 years from the date of the final payment, unless public aid regulations provide otherwise.
8. To the extent and on the terms provided for in the GDPR, you have the right at any time to:
 - access your personal data, including the right to obtain a copy thereof;
 - request rectification of personal data;
 - request restriction of the processing of personal data;
 - lodge a complaint with the President of the Personal Data Protection Office.
9. You are not entitled to:
 - (I) the right to erasure of personal data pursuant to Article 17(3)(b), (e) of the GDPR;
 - (II) the right to data portability referred to in Article 20 of the GDPR;
 - (III) the right to object to the processing of personal data under Article 21 of the GDPR, since the legal basis for the processing of your personal data is Article 6(1)(c) of the GDPR.





10. The Controller does not intend to transfer your personal data to a third country or an international organisation, nor to process such data in an automated manner or use profiling.



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Annex no 4

**Centrum Innowacji i Wdrożeń Bio-Inwest Sp. z o.o.
Al. Marszałka Piłsudskiego 12
43-100 Tychy**



Name of order:

Supply of a probe for nitrous oxide measurement

as part of the project "Construction and equipping of a research and development center in the field of the green economy".

Description of the Subject of the Contract (Specification of Requirement)

CPV codes:

38424000-3 Measuring and control equipment

Delivery location:

Centrum Innowacji i Wdrożeń Bio-Inwest Sp. z o.o.
43-100 Tychy, ul. Lokalna 14
POLAND



1. Purpose and scope of the order

The subject of the contract is the delivery of a brand-new, complete measurement system enabling continuous, online 24/7 measurement of nitrous oxide (N_2O) concentration in wastewater and—if necessary—in the gas phase above the liquid. The system must include an N_2O measurement probe, a transmitter/controller, and all required components, accessories and instrumentation without which the device cannot operate correctly or be commissioned. The system shall enable monitoring and assessment of nitrous oxide emissions from biological wastewater treatment processes.

2. Specification of Requirements

The Contractor shall deliver a Clark-type probe for N_2O measurement and a transmitter/controller, as well as all components required to ensure correct operation, installation and calibration, with the following minimum technical requirements:

a) N_2O measurement probe with the following technical requirements:

- Application: measurement of dissolved nitrous oxide (N_2O) concentration in wastewater and/or in the gas phase above the liquid.
- Measuring range: min. 0–1.5 mg/L N_2O -N
- Detection limit: ± 0.005 mg/L N_2O -N
- Measurement accuracy: $\leq \pm 2\%$ of full range (or equivalent)
- Response time T_{90} : ≤ 90 s
- Medium temperature: min. 0–40°C
- Operating pressure: up to 1 bar
- Sensor head service life: > 6 months
- Calibration: two-point

Sensor construction:

- measurement based on a Clark-type electrode adapted for N_2O ,
- protective cathode compensating for oxygen influence,
- protective shield against O_2 interference and mechanical damage,
- PTFE membrane or equivalent, fully compatible, ensuring chemical resistance, gas permeability and durability; replaceable,
- Cable length: min. 3 m (with the possibility of extension if part of the system).

b) Transmitter / controller compatible with the N_2O probe

Minimum requirements:

- full compatibility with the probe,



- probe power supply and reading of the measurement signal (nano-/picoamp current or equivalent),
- signal conversion into concentration and/or saturation units,
- communication outputs enabling integration (e.g. 4–20 mA, Modbus TCP, RS485 or equivalent),
- possibility of probe configuration and calibration,
- data recording capability via USB,
- design enabling operation in wastewater treatment plant conditions.

c) Integral components of the set

As part of the supply, the Contractor shall provide all elements necessary for starting up and correct operation of the system, in particular:

- Protective housing for the N₂O probe,
- All cables, connectors and adapters required for correct operation of the probe and controller,
- Mounting kit, consisting of probe brackets, a 2 m steel chain, and carabiners or equivalent components allowing installation of the probe in an activated sludge chamber,
- N₂O calibration kit.

The order will be considered complete if it contains all items described in Section 2 of the Specification of reference (SoR). All technical parameters specified herein represent the minimum requirements of the Contracting Authority. Equivalent devices and components **are allowed**, on the condition that they meet technical requirements no worse than those described and ensure full functional compatibility.

3. Delivery execution deadline

The delivery shall be completed by 25 February 2026.

4. Delivery location

The Contractor bears full risk of loss or damage to the subject of the contract during transport, unloading and insurance of the goods until delivery to the Contracting Authority. The goods shall be delivered after prior telephone or e-mail arrangement of the delivery date with an authorised representative of the Contracting Authority. The designated contact persons are:

- Ms. Anna Banach-Wisniewska, tel. 32 420 98 86 / 32 218 01 00, e-mail: a.banach-wisniewska@bio-inwest.pl
- Ms. Agata Karło-Białozor, tel. 32 219 93 71, a.karlo@bio-inwest.pl

5. Acceptance procedure

5.1. A handover-acceptance protocol, signed without reservations by the Contractor and the Contracting Authority's representative, shall be prepared to confirm acceptance of the entirety of the subject of the contract.



5.2. Until acceptance by the Contracting Authority, the Contractor bears all risks associated with potential damage, loss, or transport-related harm.

5.3. If defects, damages, or incompleteness of the delivered goods are identified during acceptance, the Contractor shall remove them within 30 days of receiving the information referred to in point 5.4 of the Terms of Reference. If all defects and reservations identified during acceptance are removed within this deadline and no other remarks are made by the Contracting Authority, the subject of the contract shall be deemed delivered on time.

5.4. Defects, faults, or incompleteness identified during acceptance shall be recorded in a defect protocol signed by the Contracting Authority's representative.

5.5. Until the identified defects are corrected, the Contracting Authority is entitled to withhold signing the handover-acceptance protocol.

6. Payment terms

Settlement for the service/delivery of the subject of the order shall be made on the basis of the handover-acceptance protocol referred to in Section 5 of the Description of the Subject of the Contract (SoR), which shall constitute the basis for the Contractor to issue an invoice. The invoice shall be payable to the Contractor's bank account indicated on the invoice within 30 days from the date on which the Contracting Authority receives a correctly issued invoice.

6. Warranty conditions

7.1. The Contractor shall provide a minimum 12-month warranty for the delivered devices and transmitters. Consumable elements of the probes (membranes, electrodes, electrolytes) are covered by the manufacturer's warranty resulting from their natural wear, but not shorter than 6 months.

7.3. Under the warranty, the Contractor shall provide:

- free repair or replacement of defective equipment,
- technical support for calibration and commissioning,
- service response time up to 5 working days from failure notification.

7.4. The warranty covers both hardware and transmitter software.

7.5. The Contractor guarantees availability of spare parts and service for at least 5 years after the end of the warranty period.