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company's stamp

QUOTATION

- MCAA/0011/24

Name and registered seat of the Offeror:

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Contact person:

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Contact phone no., e-mail:.....

Subject Matter of the Quotation:

**„Purchase and delivery of the PU-4015 Scrubber package for the implementation of the investment:
„Construction of a monochloroacetic acid solidification installation for PCC MCAA Sp. z o.o. in
Brzeg Dolny ”**

1. We represent that we have read and understood the terms included in the Terms of Reference (ToR), we accept them and file no objections, we had an opportunity to carry out the site inspection at the Employer's premises as well as that and we obtained all information necessary for the preparation of our quotation.
2. We offer an overall completion of the subject of the order in accordance the ToR for a lump-sum remuneration equal to:

Net Value [PLN/EUR]	
In words:	

including:

Detailed design of devices and guidelines for design work of ordering party EUR/PLN netto
Venturi/jet scrubber with tank (1st stage of purification)EUR/PLN netto
Absorption column with filling and spray nozzles and demister (2nd stage of purification) EUR/PLN netto
V-4016 filling column tank (OPTIONALLY)EUR/PLN netto

Delivery (including necessary spare parts for starting the devices and device documentation including operating instructions, certificates, declarations)EUR/PLN netto
Service work during the warranty period	
Supervision of installation and commissioning (12 man hours)*	

* - The Employer shall not be obligated to order these services from the Contractor

3. Remuneration for Supervision of installation and commissioning exceeding 12 manhours shall be settled after completion at the following rates:
 - a. EUR/PLN net per 1 km + VAT, settlement after completion depending on the Contractor's destination,
 - b. EUR/PLN net + VAT, as remuneration for Supervision over commissioning, meals, business trip and accommodation within 1 man-hour.
4. We will use the subcontractors/we will not use* the subcontractors within the execution of the order.
The list of the subcontractors participating in the order execution including their scope of works:
 - a) in a scope of in the amount of
 - b) in a scope of in the amount of
5. We confirm the validity of the quotation: 90 days counting from the expiry of the quotation submission deadline.
6. We accept the following form of settlements and payments for an execution of the subject of the quotation: invoice with a payment term days (expected term 60 days) of the invoice date.
7. In a case of any discrepancies between any provisions of ToR and the quotation (including attachments thereto), the provisions of ToR shall prevail.
8. We represent that we accept the „Draft Agreement” constituting attachment no. 2 to TOR and we agree and undertake to sign the agreement if our quotation is accepted (including a price offered at an electronic auction or individual negotiations) within the deadline set forth by the Employer.
9. We represent that we are aware that if we fail to conclude the agreement based on this quotation (including an electronic auction or individual negotiations) within the aforementioned time, the Employer has an entitlement to charge us with a penalty of 10% of the quotation price.
10. We represent that the subject matter of the contract shall be completed within: **weeks** of a date of concluding an agreement and complete Design Documentation in all works (technological, mechanical, electrical and automatic), shall be presented to the Employer within **4 weeks** of concluding an agreement.
11. The Contractor shall grant warranty for the Subject Matter for a period of ... months from the date of Commissioning of the Project or ... months from the date of Delivery, whichever period expires first, but in any case, the warranty period shall not expire earlier than the statutory period, covering the subject matter of the order (observing the ToR's provision setting forth a minimum guarantee period), and in any case a statutory warranty period shall not end earlier than before its statutory warranty time limit.
12. List of attachments to the quotation:
 1. **Appendix no. 1 to the tender:** detailed technical and commercial offer (technical specifications and detailed breakdown of the offer price).

2. **Appendix no. 2 to the tender:** initialled draft agreement forming Attachment 2 to the ToR
3. **Appendix no. 3 to the tender:** if the authorisation of persons signing tender documents or granting power of attorney to sign tender documents is not based on electronically accessible excerpts from the National Court Register or Central Registry and Information on Business Activities, the Tenderer shall attach other relevant documentation confirming the authorisation, including the relevant power of attorney (if applicable). If the Contracting Authority's seat or place of residence is located outside of the territory of the Republic of Poland, instead of the documentation referred in the previous clause, it shall submit equivalent documentation issued not later than 6 months before the day of opening of the Tender procedure in accordance with the applicable foreign law, including (if applicable) a relevant Power of Attorney. For documents in languages other than Polish, the Contracting Authority shall have the right to request their translation into Polish.
4. **Appendix no. 4 to the tender:** policy or another insurance document confirming that the Tenderer is insured within the scope described in the ToR, together with the evidence that the due premiums are paid, and/or insurance commitment issued by the insurer and/or the Tenderer's declaration that in the case its bid is selected it undertakes to take out insurance or take out additional insurance in the scope described in the ToR.
5. **Appendix no. 5 to the tender:** power of attorney in form as required by the template provided by the Contracting Authority in accordance with item IV.14 of the ToR (if applicable).
6. **Appendix 6 to the offer:** list of spare and consumable parts, maintenance service works, and response time - in accordance with the model attached as Attachment 6 to the ToR..
7. **Appendix 7 to the offer:** a list of works carried out in the period indicated in the ToR, corresponding to the type and value of works constituting the subject of the contract, with attached documents confirming that these services have been performed with due diligence. The works listed without the documents confirming completion in a proper manner will not be considered during the offer assessment process. The list should be made pursuant to the specimen constituting Appendix 5 to the ToR.
8. **Appendix 8 to the offer:** a report confirming the on-site visit according to the template attached as Appendix 4 to ToR, (if applicable).
9. **Appendix no. 9 to tender:** initialled Intellectual Property Rights constituting attachment 9 to the ToR, with a clear indication of the persons initialling the agreement (e.g. by using a name stamp).

** delete as appropriate*

.....date.....

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Signature and stamp of the Offeror or other
person authorised to act on behalf of the Offeror