

INVITATION TO TENDER No. 10/2024

I. NAME AND ADDRESS OF THE CONTRACTING AUTHORITY

Aloxe Gdynia Sp. z o.o.

8 Hulłowce Street
81-336 Gdynia
Poland

II. MODE OF AWARD AND TYPE OF CONTRACT

The proceedings are conducted in connection with the implementation of the project entitled "*Diversification of operations and digitalisation of Aloxe Gdynia Sp. z o.o.*" (hereinafter: the Project) under the National Plan for Reconstruction and Increasing Resilience, Component A 'Resilience and Competitiveness of the Economy', Specific Objective: A2. Development of the national innovation system: strengthening coordination, stimulating innovation potential and cooperation between enterprises and research organisations, including in environmental technologies, Reforms: A 2.1. Accelerate robotisation and digitisation and innovation processes, Investments: A 2.1.1. Investments to support robotisation and digitisation in enterprises.

The procedure is carried out in accordance with the principle of competitiveness as defined in the document entitled 'Competitive advantage and fairness'.

"Competitiveness principle under investment A 2.1.1", which is an annex to the Regulations for the selection of undertakings for support from the development plan under the competitive procedure of the above programme.

The provisions of the Act of 11 September 2019 do not apply to these proceedings. Law public procurement.

III. DESCRIPTION OF THE SUBJECT MATTER OF THE CONTRACT

3.1. Category: Delivery

3.2. The subject of the contract consists of **the supply, installation and commissioning of a differential scanning calorimeter (DSC) for the planned start-up of a new production line for converting PET flake into pellets.**

3.3. Parameters of the subject of the contract:

- maximum temperature range: -180 °C to 725 °C,
- closed mechanical cooling system allowing operation in a temperature range from -40° to 400 °C,
- the required cooling rate with the aforementioned cooling system:
 - in-line cooling of 5 °C/min to -15 °C,
 - cooling from 400 °C to room temperature in no more than 7 min,
- can be expanded to include mechanical temperature control systems that do not require the use of liquid nitrogen, for operation from -90 °C to 550 °C and -120 °C to 400 °C,
- measuring system based on the heat flow principle,

- accuracy of temperature determination not worse than ± 0.1 °C,
- a temperature measurement precision of not less than ± 0.01 °C,
- calorimetric precision not worse than $\pm 0.1\%$,
- calorimetric repeatability: not worse than $\pm 0.4\%$,
- a heat flow measurement resolution of no less than 0.001 μW ,
- baseline curvature in the temperature range of -50° to 300°C , no greater than 100 μW ,
- ratio of height to half-width of the melting peak of the reference material indium ≥ 8 for a measurement of 1 mg indium in a nitrogen atmosphere at $10^\circ\text{C}/\text{min}$. Measured data - collected from the instrument, without noise removal, deconvolution or other post-test manipulation,
- DSC measuring cell containing surface temperature sensors for the sample and reference, made of constantan, providing a sensitivity of no less than 0.2 mW, and direct measurement of the temperature of the sample and reference,
- DSC cell interchangeable by the user, by unscrewing/screwing a few screws, without having to manipulate the delicate thermocouple wires and/or tension springs to replace the DSC sensor,
- the apparatus should be equipped with a third thermocouple, thermally isolated from the sample and reference sensors, to serve as an objective reference for temperature control,
- furnace in the form of a single block, made of silver, guaranteeing the absence of any temperature gradients inside the cell,
- a minimum of 2 purge gas mass flow controllers built into the instrument, with automatic, programmable purge gas switching during the course of the experiment, with digital gas flow setting from the software,
- a built-in colour LCD touch-screen for quick access to the most frequently used functions of the camera, with the possibility of connection and operation from the Employer's computer stations to ensure an appropriate digital standard for people with disabilities,
- modulated DSC (MDSC) analyses, with sinusoidal modulation of the heating rate from the software level with a programmable period (from 10 to 200 s) and amplitude (± 0.01 to 3 °C). In order to track the signals in real time, the deconvolution of the signals must be performed in real time in the instrument using a discrete Fourier transform,
- the possibility of determining the following signals in MDSC analyses:
 - reversible heat flow related to the heat capacity of the material under test,
 - irreversible heat flow associated with kinetic processes,
 - total heat flow - equivalent to the heat flow signal in classical DSC analyses,
 - specific heat.
- the instrument must be capable of being equipped with at least a 54-position autosampler,
- communication of the camera with the computer via Ethernet (standard TCP/IP protocol),
- crucible press - non-hermetic and hermetic with exchangeable dies for both types of crucibles. Magnetically attached matrices,
- calibration standards for temperature and heat, tweezers, a set of measuring vessels: standard crimp and lids - 100 each and airtight with lids - 100 pcs,
- a software package enabling, among other things:
 - control of the DSC analyser, as well as other systems for thermal analysis, such as SDT, TGA, DMA, TMA. Communication of the analyser with the computer via Ethernet (standard TCP/IP protocol),

- control of experiments with the possibility of using method wizards, calibration wizards, guiding the user step by step in the creation of measurement methods,
 - real-time display of measurement signals,
 - the possibility of modifying the experiment in real time (while it is running),
 - automatic diagnostic tests of analyser components (e.g. furnace, mass flow controllers, electronics) from the software with entry of results to the register and the possibility of automatic reporting by e-mail,
 - DSC calibration including baseline calibration, target constant determination, calibration temperature (at least 5-point). If the instrument is equipped with The autosampler must be able to perform calibration without the presence of the operator at a fixed time (e.g. at night, during the weekend),
 - the software is to enable:
 - analysis of data from DSC, SDT, TGA, DMA, TMA,
 - integration of peaks using baseline: horizontal, sigmoidal and extrapolated,
 - determination of the onset temperature (peak onset), the end of the phase transition or mass loss process (sample decomposition) and the peak maximum,
 - determination of Young's modulus,
 - analysis of the glass transition,
 - determination of the oxidation temperature,
 - determination of degree of crystallinity,
 - extensive possibilities of graphical presentation of charts: superimposing curves, enlarging any section, etc,
 - determination of first- and second-order curve derivatives, presentation of curves as a function of selected units (e.g. temperature, time), presentation of curves on a logarithmic scale, etc,
 - Curve smoothing, deconvolution, multiplication, division and addition of constants,
 - a report generator to create user report templates the possibility of automating the analysis by creating macro-instructions,
 - data export function in various formats (at least the following: ASCII - TXT/CSV, PDF, BMP, Metafile, direct copy Copy/Paste),
 - it is required that the data analysis software can be installed on any number of computers in the unit, allowing the data to be processed independently of the experiment being performed.
- 3.4. Warranty period of the subject matter of the contract - minimum 12 months for the equipment and minimum 12 months for the cell for the DSC, counting from the date of completion of the subject matter of the contract indicated in point 7.1 of the enquiry.
- 3.5. The Contractor of the subject matter of the contract must ensure readiness to provide warranty service support. During the warranty period, the Contractor's personnel must determine the cause and method of rectifying the defect, failure or other irregularity, and determine the need for spare parts. In the case of lack of spare parts in the warehouse of the Contractor, with the consent of the Purchaser, the repair period may be extended by the period necessary for the Contractor to obtain the spare parts. The Contractor shall immediately inform the Ordering Party of the situation and the delivery date of the spare parts. All costs related in particular to servicing, warranty repairs, inspections, modifications, visual inspections, opinions, expert opinions, transport, including courier mail, travel, accommodation will be borne by the Contractor (except for customs duties). Costs related to the warranty service shall be borne by the Ordering Party in the situation when the necessity to

- the repair is due to improper use of the subject of the order by the Ordering Party, i.e. use not in compliance with the rules specified in the operating manual or other documentation provided by the Contractor, improper maintenance or modifications carried out by the Ordering Party.
- 3.6. The Contractor shall provide min. 2 days training for the Contracting Authority's staff in the maintenance, commissioning and operation of the contract item. The training will be attended by a maximum of 5 Employees of the Purchaser.
- 3.7. The complete technical documentation, including the necessary operating and maintenance manuals in Polish or translated into Polish, as well as the CE declaration of conformity, must be supplied with the object of the contract.
- 3.8. The Contractor shall, at its own expense and risk, transport to the place of delivery indicated by the Purchaser and insure the object of the order for the duration of transport.
- 3.9. Installation, assembly and commissioning:
- From the time of commencement of installation and assembly until commissioning, the Contractor must keep the site of the work free of traffic obstructions, store materials and equipment in the places agreed with the Purchaser and in good order, and dispose of unnecessary objects, materials, waste and waste in the places designated by the Purchaser in accordance with generally accepted regulations. Additionally The contractor must comply with the Purchaser's health and safety rules and fire regulations,
 - The contractor shall leave the room after installation, assembly and commissioning in a condition no worse than the existing one.

IV. PROCUREMENT CODE ACCORDING TO THE COMMON PROCUREMENT VOCABULARY (CPV)

38000000-5 Laboratory, optical and precision equipment (except glassware)

V. DATE OF CONCLUSION OF THE CONTRACT

5.1 Indicative date for conclusion of the contract: September 2024.

VI. PLACE OF PERFORMANCE

6.1 Gdynia - Poland

VII. DELIVERY AND PAYMENT TERMS

- 7.1. Contract completion date: up to 10 weeks from the date of conclusion of the contract.
- 7.2. The Contracting Authority shall allow partial payments. The Contracting Authority does not allow advance payments.

VIII. CONDITIONS FOR PARTICIPATION IN THE PROCEDURE AND GROUNDS FOR EXCLUSION

CONDITIONS FOR PARTICIPATION IN THE PROCEDURE

8.1. Bidders who meet the following conditions may apply for the award of the contract:

8.1.1. knowledge and experience

The Contracting Authority will consider that the Bidder meets this condition if he submits a statement that

has experience in the execution of contracts with similar parameters and requirements what the subject of the contract is.

Method of assessing the condition:

Verification will take place on the basis of the Bidder's declaration of fulfilment of the conditions for participation in the procedure, contained in Appendix 1 (Bid Form).

8.1.2. **technical capacity**

The Contracting Authority will consider that the Bidder meets this condition if he submits a declaration that he has the technical facilities necessary for the proper execution of the contract.

Method of assessing the condition:

Verification will take place on the basis of the Bidder's declaration of fulfilment of the conditions for participation in the procedure, contained in Appendix 1 (Bid Form).

8.1.3. **persons capable of performing the contract**

The Contracting Authority will consider that the Tenderer meets this condition if he submits a declaration that he has at his disposal personnel with the necessary qualifications for proper performance of the contract

Method of assessing the condition:

Verification will take place on the basis of the Bidder's declaration of fulfilment of the conditions for participation in the procedure, contained in Appendix 1 (Bid Form).

8.1.4. **economic or financial situation**

The Contracting Authority will consider that the Bidder meets this condition if he submits a declaration that he is in an economic and financial situation which ensures the proper execution of the contract, in particular that he is not in a state of bankruptcy, restructuring or liquidation.

Method of assessing the condition:

Verification will take place on the basis of the Bidder's declaration of fulfilment of the conditions for participation in the procedure, contained in Appendix 1 (Bid Form).

GROUND FOR EXCLUSION FROM PARTICIPATION

8.2. Entities with personal or capital relations are excluded from participation in the procedure with the Principal.

A capital or personal relationship means a mutual relationship between the Awarding Entity, or persons authorised to incur liabilities on behalf of the Awarding Entity, or persons performing activities on behalf of the Awarding Entity related to the preparation and execution of the contractor selection procedure and the Bidder, consisting in particular of:

- a) participating in a company as a partner in a civil partnership or partnership,
- b) holding at least 10% of shares, unless a lower threshold is required by law,

- c) acting as a member of a supervisory or management body, proxy or attorney,
- d) be married or in a relationship of direct, secondary or collateral kinship or affinity up to the second degree, or be related by adoption, custody or guardianship,
- e) to be in common life with the tenderer, his legal deputy or members of the management or supervisory bodies of the tenderers for the award of the contract,
- f) remaining in such a legal or factual relationship with the Tenderer that there is reasonable doubt as to their impartiality or independence in connection with the procurement procedure.

Method of verification of grounds/absence of grounds for exclusion:

Verification will take place on the basis of a statement from the Tenderer and statements from the Contracting Authority and persons performing activities on behalf of the Contracting Authority related to the preparation and conduct of the contractor selection procedure.

8.3. Entities in respect of which circumstances apply are also excluded from participation:

- a) described in Article 7(1) of the Law of 13 April 2022 on special solutions to prevent support for aggression against Ukraine and to protect national security;
- b) described in 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 (Official Journal of the EU No. L 229 of 31.07.2014, p. 1), as amended by Council Regulation (EU) No 2022/576 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine (Official Journal of the EU No L 111, 8.04.2022, p. 1, as amended).

Method of verification of grounds/absence of grounds for exclusion:

Verification will be based on the Bidder's statement.

8.4. Tenders submitted by entities which do not meet the conditions for participation in the procedure or in respect of which there are grounds for exclusion from the procedure shall be rejected and will not be evaluated.

IX. DESCRIPTION OF PRICE CALCULATION

- 9.1. The price must be calculated in net and gross terms and entered in the Bid Form.
- 9.2. Prices expressed in a currency other than PLN will be converted into PLN at the average exchange rate of the National Bank of Poland (NBP) on the closing date of the tender procedure.
- 9.3. The price should include all necessary costs related to the execution of the contract.
- 9.4. The price specified in the tender may not be changed during the performance of the contract, unless the change

will be in favour of the Awarding Authority.

- 9.5. In the event that the offered price or cost appears to be abnormally low in relation to the subject matter of the contract, the Contracting Authority may require the Bidder to submit explanations, including evidence for the calculation of the price or cost, within a specified time limit. The Contracting Authority shall evaluate these explanations in consultation with the Bidder and may reject that bid if the explanations submitted, together with the evidence, do not justify the price or cost quoted in that bid.

X. DESCRIPTION OF CRITERIA WHICH THE CONTRACTING AUTHORITY WILL BE GUIDED BY WHEN SELECTING THE TENDER

- 10.1. In evaluating tenders, the Contracting Authority will be guided by the following evaluation criteria:

10.1.1. Price - 50%

The number of points (PC) in the criterion "Price" will be calculated according to the formula:

$$P_C = \frac{C_N}{C_B} * 50\%$$

Where:

PC - number of points for the criterion "Price"

CN - lowest net price among all bids to be evaluated
CB - net price of the evaluated offer

An offer under the criterion 'Price' can obtain a maximum of 50 points.

10.1.2. Cell warranty for DSC, with a minimum warranty period of 12 months required - 30%.

The number of points for this criterion will be awarded as follows:

- a) 60 months and over - 30 points
- b) 36 to 59 months - 20 points
- c) 13 to 35 months - 10 points
- d) 12 months - 0 points

An offer under the criterion "Guarantee period" can obtain a maximum of 30 points.

10.1.3. Deadline for completion of the subject matter of the contract, but no later than 10 weeks from the date of signing of the contract - 20%.

The number of points for this criterion will be awarded as follows:

- a) 6 weeks and earlier - 20 points
- b) between 7 and 8 weeks - 10 points
- c) between 9 and 10 weeks - 0 points

An offer under the criterion "Time limit for execution of the subject matter of the contract" may obtain maximum 20 points.

- 10.2. The tender which obtains the highest number of points after summing up the points from all tender evaluation criteria will be considered the most advantageous. An offer may obtain a maximum of 100 points. Calculations will be made to two decimal places.

- 10.3. In the event that several bids receive the highest number of points, the bid with the lowest price will be considered the most advantageous. If several bids receive the highest number of points and at the same time the lowest price, the Contracting Authority will call on the Bidders who submitted these bids to submit additional bids, in which they will specify a new price. The price specified in the additional bid cannot be higher than the price originally offered.

XI. PLACE AND DATE FOR SUBMISSION AND OPENING OF TENDERS

- 11.1. Bids must be submitted by **13.09.2024**.
- 11.2. The tender must be submitted in form electronically to e-mail address of the Contracting Authority .
offers.gdynia@aloxe.one
- 11.3. The deadline for submission of a tender is the date on which it is submitted to the Purchaser's e-mail address
offers.gdynia@aloxe.one
- 11.4. Tenders submitted in any other manner than that described above will not be considered.
- 11.5. The contracting authority does not provide for the public opening of tenders.

XII. DESCRIPTION OF BID PREPARATION

- 12.1. The contracting authority does not provide for partial bids.
- 12.2. The tender must be drawn up in Polish or English.
- 12.3. The bid and its attachments must be signed legibly by at least one person authorised to represent the Bidder in accordance with the representation resulting from the appropriate register or pursuant to a power of attorney granted.
- 12.4. The offer must include:
- a completed and signed Bid Form (in accordance with Appendix 1 to the Request for Proposal);
 - the documents resulting from Parts III and IX of the request for proposals;
 - a power of attorney to act on behalf of the Bidder, if the bid has been signed by the person(s) acting under a power of attorney.
- 12.5. If the Bidder presents in the offer information constituting a company secret within the meaning of the Act of 16 April 1993 on counteracting unfair competition, it should unequivocally indicate which sections of the offer constitute a company secret and may not be disclosed to third parties.
- 12.6. Prior to the deadline for submission of bids, the Bidder may amend or withdraw the bid submitted. Amendments to the bid or its withdrawal shall be made under the same conditions as its submission.
- 12.7. Bidders are obliged to carefully read the information contained in the request for quotation and the annexes, as well as any changes in the content of the request for quotation, clarifications and answers published by the Contracting Authority during the procedure and prepare their bid in accordance with the requirements specified by the Contracting Authority.

XIII. MEANS OF COMMUNICATION BETWEEN THE CONTRACTING AUTHORITY AND TENDERERS

- 13.1. No information or explanations or answers to enquiries made to the Contracting Authority by telephone will be given.
- 13.2. Questions by the Bidders regarding the Request for Quotation and requests for clarifications regarding the content of the Request for Quotation shall be sent only via e-mail address offers.agdynia@aloxe.one. The Bidder may request the Contracting Authority to clarify the contents of the Request for Quotation no later than 2 days before the deadline for submission of tenders.
- 13.3. Bidders' questions and the Contracting Authority's answers and clarifications to the content of the tender enquiry will be posted on the Contracting Authority's website www.aloxe.one in the "News" section, and in the case of Bidders' questions asked via the e-mail address offers.agdynia@aloxe.one, the clarifications and answers will be sent simultaneously to the Bidders' e-mail address(es). In order to facilitate correspondence, to keep things tidy and to speed up the process of answering by the Contracting Authority, we suggest that the questions are sent in one collective editable document. This will make it possible to avoid several questions being asked at consecutive intervals in one day, which may result in the Contracting Authority inadvertently overlooking the message.
- 13.4. In correspondence related to this procedure, Bidders should use the procedure number: Enquiry No. 10/2024.
- 13.5. All notices, declarations, requests and information transmitted in electronic form shall be acknowledged immediately upon request by either Party.
- 13.6. Insofar as this does not violate competitiveness, the Contracting Authority shall have the right, during the examination of the tenders, to request clarifications from the Bidders regarding the content of the submitted tenders and to supplement the documentation. The Contracting Authority reserves the right to request bidders twice to clarify, supplement or submit missing documents or documents in an appropriate form.
- 13.7. The contracting authority shall have the right to ask the tenderer to agree to the correction of obvious clerical and calculation errors.
- 13.8. In the proceedings, declarations, requests, notifications and information shall be provided by the Contracting Authority and the Tenderer in Polish. The use of English is also acceptable.

XIV. ANNOUNCEMENT OF RESULTS

- 14.1. The Contracting Authority reserves the right to additionally verify, in the course of tender evaluation, the credibility of the documents, statements, data and information presented by the Bidders.
- 14.2. Information on the result of the procedure will be published on the Contracting Authority's website www.aloxe.one in the "News" section. And in the event that the invitation has been made public through other channels (e.g. e-mails), the information on the result of the procedure will be published simultaneously through them (e.g. e-mails).
- 14.3. The successful Bidder will be informed by telephone or e-mail of the date and place of the signature of the agreement. The contract will be deemed to have been concluded once it has been signed by both parties.
- 14.4. The selection of the most advantageous tender does not imply a commitment by the Contracting Authority to conclude a Contract with the Contractor.

- 14.5. Should the Bidder, whose bid was selected, fail to enter into the contract, the Contracting Authority shall have the right to sign the contract with the Bidder whose bid obtained the next highest number of points, without conducting a new bidding procedure.

XV. MATERIAL PROVISIONS OF THE CONTRACT AND CONDITIONS FOR AMENDING THE MATERIAL PROVISIONS

CONTRACTS

- 15.1. The Contracting Authority shall have the right to amend the Contract in the cases described below:
- 15.1.1. a change in European Union or national law to the extent that it affects the performance of the contract (e.g. in the event of a change in tax rates or other public charges);
 - 15.1.2. to extend the deadline for completion of the contract due to the need to carry out additional work, the performance of which is necessary for the proper execution of the contract, and the performance of which the Ordering Party, acting with due diligence, could not have foreseen;
 - 15.1.3. an extension of the deadline for performance of the contract as a result of force majeure, with all the consequences that this entails;
 - 15.1.4. amendment concerning eligibility of costs under the Project;
 - 15.1.5. as a result of the occurrence of other circumstances beyond the control of the Contractor or the Contracting Authority, the occurrence of which could not have been foreseen at the stage of concluding the Contract and which arose after the signing of the Contract or as a consequence of events relating to the activities of the Contracting Authority or the Contractor or economic or political events already in progress at the time of concluding the Contract;
- 15.2. The Contracting Authority also provides for the possibility of making non-material amendments to the provisions of the Contract in relation to the content of the tender on the basis of which the Contractor was selected. The value of the amendment shall not exceed 50% of the value of the contract originally specified in the Contract.
- 15.3. The Contracting Authority reserves the right to award additional contracts, not included in the subject of the basic contract, to the Contractor, provided that they have become necessary for the proper execution of the contract and the following conditions have been met altogether:
- 15.3.1. a change of Contractor cannot be made for economic or technical reasons, in particular regarding the interchangeability or interoperability of equipment, services or installations ordered under the basic contract;
 - 15.3.2. a change of Contractor would cause significant inconvenience for the Contracting Authority or a significant increase in costs for the Contracting Authority;
 - 15.3.3. the value of each subsequent variation does not exceed 50% of the contract value as defined originally in the contract.
- 15.4. The Parties shall not be liable for non-performance or undue performance of the Contract if this is due to a force majeure event which the Parties, when concluding the Contract, were unable to foresee, the occurrence of which the Parties had no influence on and which the Parties could not have avoided by exercising due diligence;

- 15.4.1. The Party claiming force majeure shall be obliged to notify the other Party of such event in writing or by e-mail immediately, but no later than within 3 days from the date of its occurrence, stating the circumstances of its occurrence and justifying their impact on the possibility of performing the agreement. Should it be impossible or difficult to comply with the aforementioned period due to force majeure, the 3-day period shall be counted from the day on which the notification became possible, however, no later than from the day on which the force majeure event ceased;
- 15.4.2. If either Party fails to notify the other Party of the occurrence of a force majeure event in the manner set out above, the Party that failed to comply with the obligation to notify will be liable for non-performance or improper performance of the Contract due to force majeure.
- 15.5. Limitations of indemnity liability:
- 15.5.1. the liability of each Party for claims for damages shall be limited to cases where the Party causing the damage has been grossly negligent, as proven by the Party suffering the damage;
- 15.5.2. the liability for damages of either Party shall be excluded if the damage is reported more than 6 months after its discovery;
- 15.5.3. the liability for damages of each Party is limited to 50% of the contractual remuneration;
- 15.5.4. the liability of each Party for lost profits is excluded;
- 15.5.5. The limitations on the liability of each Party shall not apply in the case of wilfulness or in respect of liability for damage caused by a dangerous product.
- 15.6. The Parties hereby undertake that during the term of the Contract and for a period of 5 years after its execution, expiry or termination, they shall treat as confidential any information disclosed to them by the other Party in connection with the Contract or its performance, including in particular any technical data or trade secrets. The Parties will only provide confidential information to persons involved in the performance of the Contract, subject to the imposition of a confidentiality obligation on such persons. A Party will be liable to the other Party for breach of the obligation of confidentiality by persons engaged by it in the performance of the Contract. The obligation of confidentiality does not apply if the obligation to make information available arises from generally applicable law.
- 15.7. The Ordering Party envisages the possibility to make the above-mentioned provisions more specific, if the necessity to make them more specific results, among other things, from the specificity of the subject matter of the contract or has a positive impact on the principles of cooperation of both Parties or on the performance of the contract.

XVI. CONDITIONS OF POSSIBLE WITHDRAWAL FROM THE CONTRACT AND CONTRACTUAL PENALTIES

- 16.1. Notwithstanding the possibility of withdrawal from or termination of the Contract on general principles, the Contracting Authority shall have the right to withdraw from the Contract (in whole or in part) after conclusion of the Contract in the following cases:

- 16.1.1. if the Contractor has delayed delivery; if the delay in delivery is due to the Contractor's gross negligence, the Purchaser shall be entitled to claim reimbursement from the Contractor of all reasonable expenses that the Purchaser has incurred up to the time of withdrawal;
 - 16.1.2. the need for the contracting authority to repeat the tender procedure as a result of a review of market conditions or the identification of irregularities in the purchasing process;
 - 16.1.3. when the Contractor, despite a prior request from the Principal, together with a deadline of no less than 30 calendar days for rectifying the breaches, fails to perform the subject of the contract in accordance with the contract or grossly breaches the contractual obligations;
 - 16.1.4. when the Contractor is at least 30 calendar days in default in the performance of its contractual obligation;
 - 16.1.5. when, in spite of a prior request and the setting of an additional period for rectification of defects or non-compliance with the technical specifications, the tender or any conditions set out in the Contract or in the Request for Quotation, the Purchaser is unable to carry out acceptance due to the continued existence of defects in the subject of the contract;
 - 16.1.6. if the total contractual penalties accrued under the Agreement exceed 5% of the of the total gross remuneration specified in the Agreement;
 - 16.1.7. delay by the Contractor in performing its obligations under the warranty or guarantee, of at least 60 (sixty) days.
- 16.2. The following provisions on contractual penalties apply:
- 16.2.1. Should the Contractor be in delay in the performance of the subject matter of the contract, after the expiry of fourteen (14) calendar days, the Contractor shall be obliged to pay to the Ordering Party, without a separate request, a contractual penalty in the amount corresponding to 0.5% of the remuneration for each full week of delay counted from the target date for the performance of the contract;
 - 16.2.2. the sum of all contractual penalties for delay shall not exceed 5% of the total price purchase of the subject of the contract;
- 16.3. The Ordering Party provides in the Contract with the Contractor for the possibility to make the above provisions more specific, if the necessity to make them more specific results, inter alia, from the specificity of the subject matter of the contract or will positively affect the principles of cooperation of both Parties or the implementation of the Contract or the understanding of the wording of the provision.
- 16.4. In addition, the Agreement will contain standard provisions governing the procedures and processes relating to its implementation, including the parties' communications, procedures for notification of subcontractors, verification of performance and other parameters, and any other necessary, required or useful to establish or specify the terms of the parties' interaction, their rights and obligations.

XVII. CONDITIONS OF POSSIBLE WITHDRAWAL FROM THE CONCLUSION OF THE CONTRACT

The contracting authority reserves the right to withdraw from the contract in the following cases:

- 17.1. The need to repeat the tender procedure as a result of, among other things, a review of market conditions, the identification of irregularities in the purchasing process.
- 17.2. Cancellation of the purchase order.

XVIII. OTHER INFORMATION

- 18.1. The Contracting Authority reserves the right to amend or supplement the content of the tender enquiry before the deadline for submission of tenders. Information on the amendment or supplementation of the content of the request for quotation will be published on the Contracting Authority's website www.aloxe.one in the "News" section.
- 18.2. If any changes or additions to the content of the tender enquiry require changes to the content of the tenders, the Contracting Authority will extend the deadline for the submission of tenders by the time needed to make the changes to the tender.
- 18.3. The bidder shall bear all costs associated with the preparation and submission of the bid.
- 18.4. The contracting authority does not allow partial or variant bids.
- 18.5. A bidder submitting a bid shall remain bound by it for a period of 60 days from the deadline for submission of the bid.
- 18.6. The selection of the most advantageous tender does not imply a commitment by the Contracting Authority to conclude a contract with the Contractor.
- 18.7. PROTECTION OF PERSONAL DATA

to the personal data contained in the tenders, the Contracting Authority shall, upon submission of the tender, become the controller of such data within the meaning of Article 4(7) 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 ("RODO"). The Contracting Authority will process the data for the purpose of conducting the procurement procedure, including the evaluation of tenders, concluding the contract with the selected Contractor and for the purpose of executing the contract for the Project, i.e. on the basis of Article 6(1)(b) of the RODO and on the basis of Article 6(1)(c) of the RODO. The Contracting Authority shall transfer personal data contained in submitted tenders, on the basis of relevant legal regulations, to authorised bodies and institutions entitled to control projects co-financed from funds originating from the budget of the European Union and from national funds. In particular, the data will be transferred to the Institution Responsible for the Implementation of the Investment - the Ministry of State Assets, while their administrator will be the Minister of State Assets.

The Contracting Authority will process personal data for the period during which it is obliged by the relevant legislation to keep all documentation relating to the Project.

In addition, the contract will include the Contracting Authority's standard RODO clause which reads as follows: The Contracting Authority declares that it is the controller of the personal data provided by the Contractor in connection with the performance of the contract, i.e. the personal data of the Contractor's employees, collaborators and representatives delegated to conclude or perform this contract. The Contracting Authority, as data controller, has obligations under the RODO, including the information obligation referred to in Articles 13 and 14 of the RODO. Accordingly, the Contractor undertakes to comply with the information obligation

on behalf of the Contracting Authority by providing each member of the Contractor's staff whose data has been provided to the Contracting Authority in connection with this enquiry with information about how the Contracting Authority processes their data, including information about the rights of individuals.

18.8. The contracting authority stipulates that:

- does not provide for supplementary contracts,
- has the right not to select any of the tenders submitted;
- may cancel the tendering procedure at any time without giving notice reasons or to inform tenderers in advance;
- may invalidate the contract award procedure if all submitted tenders are unacceptable or the cost of the most advantageous tender or the tender with the lowest price exceeds the amount that the Contracting Authority intends to allocate to finance the contract, with the reservation that the Contracting Authority may consider increasing the amount that it intends to allocate to finance the contract, however, Economic Operators will not have a claim to increase this amount;
- has the right to amend or supplement the documents forming part of the request for proposals, which shall become an integral part thereof;
- may extend the deadline for the submission of tenders,

The Tenderer shall have no claims against the Awarding Authority on the above grounds.

XIX. LIST OF ANNEXES

The following documents are annexed to this enquiry:

Identification of the Annex	Name of the Annex
Annex 1	Model offer form