

INVITATION TO TENDER No 9/2024

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 conducted in accordance with the competitive principle set out in the document entitled

"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: Supply and works

3.2. The subject matter of the contract consists of **the supply of ventilation equipment and the construction work necessary for the installation of mechanical ventilation in the premises of the industrial building for the planned start-up of a new production line for converting PET flake into pellets.**

3.3. The scope of work includes:

- Supply of ventilation equipment
- Implementation of dry air extraction ventilation.
- Implementation of wet-air exhaust ventilation.
- Construction of wall air intakes.
- Construction of a hood to extract air from above the equipment.
- Construction of support structure for ventilation ducts and eaves.

- Making necessary penetrations and penetrations through ceilings and walls and securing them (including the opening of the roof and the roofing treatment of the openings made). The contracting authority will provide the connection of utilities and appropriate electrical connections.
- 3.4. The subject matter of the contract has been described in detail in the technical design, which has been prepared to the extent that it is necessary for the proper preparation and submission of the tender, but this version requires few significant changes and further detailing before the work can begin.
- 3.5. In order to receive the complete technical documentation, the Bidder must send an e-mail request to: offers.gdynia@aloxe.one The Contracting Authority will send the Bidder a link to the documentation within 24 hours.
- 3.6. Additional information:
- Property status: long-term lease;
 - Type of building: industrial and production building Ga-205, with 2 overground storeys (the scope of works concerns only the industrial hall, without the office part), located in the port area of Gdynia, at 8 Kadłubowców Street, next to the XXX-Lecia Wharf, erected on plot no. 556/2, Śródmieście precinct;
 - Building dimensions: length: ~79.065 m, width: ~49.250 m
- 3.7. The contractor shall:
- the marking of completed installations according to the provisions of the PN-88/E-08501 standard "Safety signs and plaques";
 - the use of certified building materials: quality mark Polish "B" or European Union "CE".
 - the use of equipment (cabinets, switches) adapted to the application of the system LOTO.
 - technical supervision on site (minimum site manager) as required by the Building Act;
 - to carry out all work, especially work at height, while maintaining the applicable B.H.P. regulations;
 - to carry out all work in accordance with the art of construction on the basis of the "Technical conditions for the execution and acceptance of construction and installation work";
 - the use of construction tools and equipment appropriate to the work to be carried out;
 - the use of safety and protective devices;
 - the application of protective measures for workers and bystanders;
 - the successive removal, in the course of the work, of all elements that may endanger the safety of the persons carrying out the work and members of the public.
- 3.8. With reference, in this request for proposals and its annexes, to standards, technical evaluations, technical specifications, systems, technical references, European standards, European technical evaluations, approvals, technical specifications, systems of technical references, etc., the Contracting Authority may accept equivalent solutions. The Contracting Authority states that it accepts equivalent solutions. Where trademarks are used in this documentation, this means that they are given by way of example and indicate only the minimum required parameters specified by the Contracting Authority.

- 3.9. Warranty period of the subject matter of the contract - **minimum 24 months** for the works and **minimum 24 months for the equipment**, counting from the day of realisation of the subject matter of the contract indicated in item 8 of the request for quotation.
- 3.10. The selected Contractor must, within 7 working days of signing the contract with the Principal, provide the Principal with a CAR policy for at least the net value of the subject matter of the contract.
- 3.11. The tenderer must include a preliminary schedule for the execution of the subject matter of the contract.
- 3.12. General requirements for the subject matter of the contract:
- all equipment, objects, construction and other materials necessary for the execution of the subject matter of the contract are on the part of the Contractor;
 - The contractor will leave the above items in the location and premises indicated by the Contracting authority,
 - The contractor undertakes to carry out the works in a "clean" manner
 - The Contractor shall leave the premises after the installation of the subject matter of the contract in a condition no worse than the existing one, including cleaning up all waste, debris, rubbish etc. at his own expense and risk.

IV. LOCAL VISION

- 4.1. The Contracting Authority recommends that interested Bidders carry out a site visit to the contract site. The Bidder must declare their willingness to conduct a site visit by e-mail to: offers.gdynia@aloxe.one. A representative of the Contracting Authority will attend the site inspection of the property.
- 4.2. Upon completion of the site visit, a report will be taken together with a statement that the bidder has completed the site visit.
- 4.3. A request for an on-site visit will be processed within 48 hours on working days (Monday to Friday, excluding public holidays). The Contracting Authority will acknowledge receipt of the request for an on-site visit by sending an email response back.
- 4.4. The cost of the site visit shall be borne by the Bidder.
- 4.5. In the event that the Bidder does not wish to undertake a site visit, the submission of a bid will be tantamount to a declaration that the Bidder meets all the requirements set out in the request for proposals and annexes.

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

45000000-7 Construction work
45213200-5 Construction work for warehouses and industrial buildings
45213250-0 Construction work for industrial buildings
45300000-0 Building-installation works
45331210-1 Ventilation installation works

VI. DATE OF CONCLUSION OF THE CONTRACT

- 6.1 Indicative date for conclusion of the contract: September 2024.

VII. PLACE OF PERFORMANCE

7.1 Gdynia - Poland

VIII. DELIVERY AND PAYMENT TERMS

8.1. Contract completion date: 15.11.2024 r.

8.2. The deadline for completion of the contract is the date on which a faultless final acceptance protocol is signed by both parties, confirming all the work carried out in accordance with the contract description.

8.3. As far as the final acceptance is concerned, the Contractor is obliged to check and confirm with his signature on the acceptance protocol:

- compliance of the execution of the works with the technical documentation and any changes and deviations, confirmed by appropriate entries in the Construction Log, as well as compliance with specific regulations, relevant standards and technical knowledge,
- the quality of the work carried out.

8.4. The Contracting Authority shall allow partial payments. The Contracting Authority does not allow advance payments.

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

CONDITIONS FOR PARTICIPATION IN THE PROCEDURE

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

9.1.1. **the power to exercise a specific activity or perform an activity**

The Contracting Authority will consider that the Tenderer meets this condition if he submits a declaration that he is authorised to carry out activities or actions in the scope corresponding to the subject matter 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).

9.1.2. **knowledge and experience**

The Contracting Authority will consider that the Bidder meets this condition if he submits a declaration that he has experience in the execution of contracts with similar parameters and requirements as the subject of the contract and in the period of the last 5 years before the deadline for submission of tenders (and if the period of running a business activity is shorter, then in this period) he has executed at least 3 construction works (each under a separate contract), consisting in the installation of mechanical ventilation, and presents for inspection documents confirming the execution of similar contracts: references or a report, or another document confirming the correct execution of deliveries.

Method of assessing the condition:

Verification will take place on the basis of the Bidder's declaration on the fulfilment of the conditions of participation in the proceedings, included in Appendix No. 1 to the request for quotation - Bid Form, and on the basis of the documents submitted with the bid confirming the completion of 3 works

construction (each under a separate contract) involving the installation of mechanical ventilation.

9.1.3. **technical capacity**

The Contracting Authority will consider that the Bidder meets this condition if it submits a declaration that it 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 statement on the fulfilment of the conditions of participation in the proceedings, contained in Appendix 1 to the request for proposals - Bid Form.

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

The Contracting Authority will consider that the Bidder meets this condition if it submits a declaration that it has at its disposal persons with qualifications and experience appropriate to the functions to be entrusted to the Contractor in the execution of this subject of the contract, including at least the following personnel:

- Construction manager - must have a minimum of 5 years of professional experience, must have a construction licence to manage construction works in the specialisation of sanitary installations without limitations (or equivalent construction licences issued on the basis of previously binding regulations).

Method of assessing the condition:

Verification will take place on the basis of the Bidder's statement on the fulfilment of the conditions of participation in the proceedings, contained in Appendix 1 to the request for proposals - Bid Form.

9.1.5. **economic or financial standing**

The Contracting Authority will consider that the Tenderer meets this condition if he submits a declaration that he is in an economic and financial situation ensuring the proper execution of the contract, including a certificate from the US and ZUS (or equivalent institutions from the country of the tenderer), stating that he is not in arrears with public-law liabilities (not older than 2 months from the date of submission of the tender).

Method of assessing the condition:

Verification will take place on the basis of the Bidder's statement on the fulfilment of the conditions of participation in the proceedings, included in Appendix No. 1 to the request for quotation - Bid Form, and on the basis of the certificates of not being in arrears with public and legal liabilities submitted with the bid.

GROUND FOR EXCLUSION FROM PARTICIPATION

9.2. Grounds for exclusion

9.2.1. 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 Contracting Authority or persons authorised to enter into commitments on behalf of the Contracting Authority, or persons performing activities on behalf of the Contracting Authority connected with the

with 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 in a relationship of adoption, custody or guardianship,
- e) to be in common life with the tenderer, its legal representative or the 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 verifying 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 in connection with the preparation and conduct of the contractor selection procedure.

9.3. 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.

9.4. 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.

X. DESCRIPTION OF PRICE CALCULATION

- 10.1. The price must be calculated in net and gross terms and entered in the Bid Form.
- 10.2. 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.
- 10.3. The price should include all necessary costs related to the execution of the contract.
- 10.4. The price specified in the tender may not be changed during the performance of the contract, unless the change is in favour of the Purchaser.
- 10.5. 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.

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

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

11.1.1. 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.

11.1.2. A guarantee for the works, with a minimum required guarantee period of 24 months - 30%.

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

- a) 60 months and over - 30 points
- b) 37 to 59 months - 20 points
- c) 25 to 36 months - 10 points
- d) 24 months - 0 points

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

11.1.3. The deadline for the performance of the subject matter of the contract shall be no later than 15.11.2024 - 20%.

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

- a) 15.10.2024 and earlier - 20 points
- b) between 16.10.2024 and 31.10.2024. - 10 points
- c) between 01.11.2024 and 15.11.2024 - 0 points

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

maximum 20 points.

- 11.2. 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.
- 11.3. 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.

XII. PLACE AND DATE OF SUBMISSION AND OPENING OF TENDERS

- 12.1. Bids must be submitted by **16.09.2024**.
- 12.2. The tender must be submitted in form electronically to e-mail address of the Contracting Authority .
offers.gdynia@aloxe.one
- 12.3. 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
- 12.4. Tenders submitted in any other manner than that described above will not be considered.
- 12.5. The contracting authority does not provide for the public opening of tenders.

XIII. DESCRIPTION OF BID PREPARATION

- 13.1. The contracting authority does not provide for partial bids.
- 13.2. The tender must be drawn up in Polish or English.
- 13.3. **The tender and its annexes must be signed** legibly by the person(s) authorised to represent the Bidder in accordance with the representation resulting from the relevant register or pursuant to a power of attorney granted.
- 13.4. 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.
- 13.5. 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.
- 13.6. 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.
- 13.7. Bidders are obliged to carefully read the information contained in the request for proposals and the annexes, as well as any changes to the content of the request,

explanations and responses published by the Contracting Authority during the procedure and to prepare a tender in accordance with the requirements set out by the Contracting Authority.

XIV. MEANS OF COMMUNICATION BETWEEN THE CONTRACTING AUTHORITY AND TENDERERS

- 14.1. No information and explanations or answers to enquiries made to the Contracting Authority by telephone will be provided.
- 14.2. 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 Tenderer may request the Contracting Authority to clarify the content of the Request for Quotation no later than 2 days before the end of the deadline for submission of tenders.
- 14.3. 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.
- 14.4. In correspondence related to this procedure, Bidders should use the procedure number: **Enquiry No. 9/2024.**
- 14.5. All notices, declarations, requests and information transmitted in electronic form shall be acknowledged immediately upon request by either Party.
- 14.6. 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.
- 14.7. The contracting authority shall have the right to ask the tenderer to agree to the correction of obvious clerical and calculation errors.
- 14.8. **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.

XV. ANNOUNCEMENT OF RESULTS

- 15.1. 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.
- 15.2. Information on the outcome 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-mail), the information

- The result of the procedure will be published simultaneously through them (e.g. by e-mail).
- 15.3. 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.
 - 15.4. The selection of the most advantageous tender does not imply a commitment by the Contracting Authority to conclude a Contract with the Contractor.
 - 15.5. Should the Bidder, whose bid was selected, fail to conclude 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.

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

CONTRACTS

- 16.1. The Contracting Authority shall have the right to amend the Contract in the cases described below:
 - 16.1.1. as a result of force majeure, with all consequences arising from the extension, unless the force majeure event lasts longer than 3 months;
 - 16.1.2. to extend the deadline for completion of the contract due to the need to perform additional supplies, services or works, the performance of which is necessary for the proper completion of the contract, and the necessity for which could not have been foreseen by the Ordering Party acting with due diligence at the stage of announcement of the enquiry and prior to conclusion of the Contract;
 - 16.1.3. changes to the parameters of the subject of the agreement, changes to the material scope of the agreement and changes to the manner of performing the subject of the agreement that do not lead to a change in the nature of the agreement - including technological changes, in particular: the need to perform the order using other technical, technological or material solutions than those indicated in the order specification, if the use of the originally envisaged solutions would pose a risk of non-performance or undue performance of the agreement;
 - 16.1.4. 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 this Contract.
- 16.2. The value of the amendment may not exceed 50% of the value of the contract as originally defined in the contract.
- 16.3. The Contracting Authority also envisages the possibility of making non-material changes to the provisions of the concluded Contract in relation to the content of the tender on the basis of which the Contractor was selected.
- 16.4. The parties shall be exempted in part or in whole from the timely performance of the contract if this is prevented by force majeure events which the parties, when entering into this contract, could not have foreseen, the occurrence of which the parties had no influence on and which the parties could not have avoided by exercising due diligence:
 - 16.4.1. The Party claiming force majeure shall immediately notify the other Party in writing or by e-mail of such force majeure, stating the circumstances of its occurrence and justifying their impact on the possibility of

performance of the Agreement.

- 16.5. The Contracting Authority reserves the right to award additional contracts, not covered by the subject of the basic contract, to the Contractor, provided that they have become necessary for the proper execution of the contract and that the following conditions have been met altogether:
- 16.5.1. a change of contractor cannot be made for economic or technical reasons, in particular concerning the interchangeability or interoperability of equipment, services or installations, ordered under the basic contract;
 - 16.5.2. a change of contractor would cause significant inconvenience to the Contracting Authority or a significant increase in costs for the Contracting Authority;
 - 16.5.3. the value of each subsequent variation does not exceed 50% of the contract value as defined originally in the contract.
- 16.6. In terms of payments:
- 16.6.1. Payment of remuneration to the Contractor shall be made on the basis of: an acceptance protocol signed by the Ordering Party without any comments and a correctly issued VAT invoice by the Contractor relating to the performance of the subject of the agreement;
 - 16.6.2. The Contracting Authority shall allow partial payments to the Contractor. Their amount, quantity and payment dates will be specified in the contract;
 - 16.6.3. Payment of the remuneration shall be made by bank transfer, whereby the day of payment shall be deemed to be the day on which the Purchaser's bank account is debited;
 - 16.6.4. if an invoice has been issued which does not comply, inter alia, with the contract or the applicable legal provisions, the payment period shall start to run once the irregularity has been clarified, the missing documents have been completed or a correcting invoice has been received (where the amount due or the content of the invoice is not in conformity).
- 16.7. Limitations of indemnity liability:
- 16.7.1. 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; This means that any claim for damages shall be excluded in cases of lesser negligence, as in cases where the Party causing the damage has acted (including omission) with only slight or normal negligence;
 - 16.7.2. the liability for damages of either Party shall be excluded if the damage is reported more than 6 months after its discovery;
 - 16.7.3. The liability for damages of each Party shall be limited to the amount of the 50% of the contractual remuneration;
 - 16.7.4. the liability of each Party for lost profits is excluded;
 - 16.7.5. The limitations on the liability of each Party shall not apply in cases of intent, e.g. intention, including intent in the alternative (*dolus eventualis*), or in respect of liability for damage caused by a dangerous product, e.g. product liability, including cases of personal injury and property damage.
- 16.8. The Contractor shall be entitled to internally store, transmit and process the Ordering Party's data that is relevant for the performance of the contract, as well as, if necessary for the performance of the contract, to disclose it to production (and thus also to subsidiaries) and to delete it.
- 16.9. The Parties hereby undertake to treat as confidential any information disclosed to them by the other Party in the course of the performance of the contract, if it contains

technical data or trade secrets. The parties will only share confidential information with those involved in the execution of the contract.

16.10. Regarding contractual penalties:

16.10.1. If the Contractor is in default with the delivery of the subject matter of the order, after the expiry of fourteen (14) calendar days, the Contractor shall be obliged to pay the Ordering Party, without 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 of delivery, provided that the Ordering Party has fulfilled its payment obligations and provided utilities at the installation site;

16.10.2. The sum of all liquidated damages for delay shall not exceed 5% of the total wages.

16.11. The Ordering Party provides for the possibility to make the provisions of the material contractual 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.

XVII. CONDITIONS OF POSSIBLE WITHDRAWAL FROM THE CONTRACT

17.1. 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) in the following cases during a period of 9 months after the conclusion of the contract:

17.1.1. if the Contractor has caused a delay in delivery, the Purchaser may demand performance of the contract by giving the Contractor a reasonable additional period of time for performance, or withdraw from the contract; but in any event taking into account the limitation of liability set out in clause 16.7.

17.1.2. If the Contractor, as a result of his negligence, fails to deliver within the additional period referred to above, the Ordering Party may also withdraw from the contract by written declaration. In the event that the delay in delivery is due to the Contractor's gross negligence, the Purchaser shall be entitled to claim reimbursement from the Contractor for any reasonable expenses that the Purchaser has incurred up to the time of termination, but in any event taking into account the limitation of liability set out in clause 16.7.

17.2. If the Ordering Party fails to take delivery of the subject of the order delivered under the contract by the agreed date, and the delay is not caused by any acts or omissions of the Contractor, the Contractor may demand performance of the contract, setting the Ordering Party an additional period of time for its performance, or withdraw from the contract. In the event that the object of the contract is ready for delivery but the Purchaser refuses to accept it, the Contractor may store it at the expense and risk of the Purchaser. The Contractor shall also be entitled to claim reimbursement of any reasonable expenses that the Contractor has had to incur in connection with the performance of the contract that are not covered by the payments received.

17.3. In the contract with the Contractor, the Ordering Party provides for the possibility to make the above-mentioned 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 has a positive impact on the principles of cooperation of both Parties and/or on the performance of the contract.

XVIII. CONDITIONS OF POSSIBLE WITHDRAWAL FROM THE CONTRACT

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

cases:

- 18.1. Material breach of contract by the Contractor which gives cause and reason to lose confidence in the reliability of the contractual partner.
- 18.2. 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.
- 18.3. Delay in delivery or delay in performance by the Contractor in excess of the relevant grace period specified by the Purchaser.
- 18.4. Opening of monitoring or insolvency proceedings concerning the Contractor's assets.

XIX. OTHER INFORMATION

- 19.1. 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.
- 19.2. If any changes or additions to the content of the request for proposals require changes to the content of the tenders, the Contracting Authority will extend the deadline for the submission of tenders by the time required to make the changes to the tender.
- 19.3. The bidder shall bear all costs associated with the preparation and submission of the bid.
- 19.4. The contracting authority does not allow partial or variant bids.
- 19.5. Performance bond:
 - 19.5.1. The Contracting Authority may require the Contractor to provide a performance bond (hereinafter: , "security").
 - 19.5.2. Collateral may consist of one or more separate securities, including:
 - security for the timely performance of the contract,
 - security for quality guarantee claims,
 - security for other contractual claims.
 - 19.5.3. The amount of the security shall be set as a percentage (3%) of the net price quoted in the tender.
 - 19.5.4. Security may be provided in one of the following forms:
 - insurance guarantees;
 - bank guarantees.
 - 19.5.5. The security shall be lodged by the Contractor before the contract is signed.
 - 19.5.6. The Contracting Authority may require the Contractor to maintain the required amount of security throughout the term of the contract (including the guarantee and warranty period).
 - 19.5.7. If a performance bond is provided in the form of a bank or insurance guarantee, the Contracting Authority will require that the Contractor obtains the prior agreement of the Contracting Authority as to the content of the guarantee.
- 19.6. A bidder submitting a bid shall remain bound by it for a period of 60 days from the deadline for submission of the bid.
- 19.7. The selection of the most advantageous tender does not imply an obligation on the part of the contracting authority

to conclude a contract with the Contractor.

19.8. PROTECTION OF PERSONAL DATA

With regard 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 required by the relevant legislation to retain 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 obligations 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 on how the Contracting Authority processes their data, including information on the rights of individuals.

19.9. The contracting authority stipulates that:

- 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;
- 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.

XX. LIST OF ANNEXES

The following documents are annexed to this enquiry:

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