

INQUIRY No. 3/2024

I. NAME AND ADDRESS OF THE CONTRACTING PARTY

Aloxe Gdynia Sp. z o.o.
Street: Kadłubowców 8
81-336 Gdynia
Polska

II. MODE OF CONTRACT AWARD AND TYPE OF CONTRACT

The proceedings are conducted in connection with the implementation of the project entitled "*Diversification of operations and digitization of Aloxe Gdynia Sp. z o.o.*" (hereinafter: the Project) financed under the National Plan for Reconstruction and Increased 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 organizations, including in the field of environmental technologies, Reforms: A 2.1 Acceleration of robotization and digitization and innovation processes, Investments: A 2.1.1 Investment to support robotization and digitization in enterprises.

The proceeding is conducted under the competitive principle as specified in Appendix 6 "Competitive Principle under Investment A 2.1.1".

The provisions of the Law of September 11, 2019, Public Procurement Law, do not apply to these proceedings.

III. DESCRIPTION OF THE SUBJECT MATTER OF THE CONTRACT

3.1. Category: delivery

3.2. Subject of the order: **optical sorter for separation of polymers and colours from PET along with a set of delivery chute structure and feeding hopper dedicated to the sorter.**

3.3. The necessary requirement is to achieve adequate efficiency in sorting impurities of PET flake specified in the above technical requirements.

3.4. The Ordering Party in the execution of the contract must **provide delivery, installation supervision, assembly supervision, commissioning, and personnel training.**

3.5. Installation and assembly will be carried out with the support of the Ordering Party's personnel resources but under the supervision of the Contractor. The role of the Contractor will be to supervise the installation and assembly works so that they are carried out properly, in accordance with health and safety and fire protection requirements, under the Ordering Party's requirements, and within the required timeframes.

3.6. The Ordering Party will provide a team with the appropriate qualifications and/or authorizations to perform the assembly and installation under the supervision of the Contractor. The Ordering Party's team will consist of, among others, fitter(s) with experience in construction and modification of structures, welder(s), electrician(s), masonry worker(s). Their necessary number and composition will be determined by the Ordering Party and the Contractor before the start of the assembly and

installation.

3.7. The Ordering Party will provide the connection of utilities and appropriate electrical connections.

3.8. The equipment shall be installed on a platform to be prepared by the Ordering Party based on a technical drawing(s), prepared by the Contractor. The drawing(s) will serve to carry out the preparatory work necessary for the installation of the subject of the contract. The Contractor shall provide the Ordering Party with the final and complete technical drawing(s) (taking into account the comments of the Ordering Party) by 10 days from the date of the conclusion of the contract.

3.9. 3.9 The optical sorter must have and meet the following parameters and requirements:

3.9.1. the control panel shall meet accessibility standards for people with visual and hearing disabilities. It is required that the panel located on the sorter provide at least the following: contrast setting, font magnification, audible signal assigned to a particular functionality, display of messages in text form, display of a message using an audible and/or light signal (e.g. in case of warnings or activation).

3.9.2. acceptable sorting technologies: laser spectroscopy or optical sorting

3.9.3. concerning parameters for the input of the sorting process:

- (a) raw material: PET flake,
- b) flake size, within the range: from 1mm to 12mm,
- (c) quantities at the input, within the range: of 2000 kg/h - 3500 kg/h,
- (d) moisture content: $\leq 2\%$,

3.9.4. concerning the parameters for the output of the sorting process:

- (a) capacity, within the range of 2000 kg/h - 3500 kg/h,

3.9.5. concerning the quality of the final product (sorting quality):

- (a) loss of good material $< 1.5\%$,
- b) sorting efficiency of PVC $> 88\%$,
- (c) sorting efficiency of other plastic fractions $> 75\%$,

3.9.6. concerning process digitization:

- (a) compatibility in accordance with the OPC UA standard,
- b) the need to have a remote access application to monitor the operation of the sorter, in particular:
 - operating parameters,
 - monitoring of errors and alarms,
 - discard monitoring,
 - cleaning monitoring,

3.10. The set of **chute structure and feeding hopper** dedicated to the sorter must have and meet the following parameters and requirements:

- 3.10.1. discharge chute combining a minimum of 3 pass-through chutes into one chute,
- 3.10.2. discharge chute combining a minimum of 3 rejects chutes into one chute;
- 3.10.3. the chutes must be made of stainless steel.

- 3.11.** The Warranty period of the subject of the contract - a minimum of 12 months from the date of commissioning of the production line.
- 3.12.** The Contractor of the subject 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 removal of the defect, malfunction or other irregularity, and determine the need for spare parts. In the event of a shortage of spare parts in the Contractor's warehouse, with the consent of the Purchaser, the repair period may be extended by the period necessary for the Contractor to obtain spare parts. The Contractor shall immediately inform the Ordering Party of the situation and the delivery date of spare parts. All costs associated in particular with servicing, warranty repairs, inspections, modifications, visual inspections, opinions, expertise, transportation, including courier mail, travel, accommodation will be borne by the Contractor (except for customs duties). Costs related to related to warranty service will be borne by the Ordering Party in a situation where the need for repair is due to improper use of the production line by the Ordering Party, i.e. use not in accordance with the rules set forth in the operating instructions or other documentation provided by the Contractor, improper maintenance or modification by the Ordering Party.
- 3.13.** The Contractor shall provide training for the Ordering Party's personnel on maintenance, commissioning, and operation of the subject of the contract. A maximum of 5 Employees of the Ordering Party will participate in the training.
- 3.14.** Along with the subject of the order, complete technical documentation must be provided, including the necessary operating and maintenance manuals in Polish or translated into Polish, as well as a CE declaration of conformity.
- 3.15.** The Contractor shall, at its own expense and risk, transport to the place of delivery designated by the Ordering Party, and insure the line for the duration of transport.
- 3.16.** Installation, assembly and commissioning:
- 3.16.1. From the time of commencement of installation and assembly until commissioning of the line, the Contractor must keep the site of the work free of traffic obstructions, store materials and equipment in places agreed with the Ordering Party and in good order, and store unnecessary objects, materials, waste and waste in places designated by the Ordering Party. In addition, the Contractor must comply with the Ordering Party's health and safety rules and fire regulations,
- 3.16.2. The Contractor will leave the room after installation, assembly and commissioning of the line in a condition not worse than the existing one.

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

42994200-2 Plastics processing machinery

V. DATE OF CONCLUSION OF THE CONTRACT

Approximate date of contract conclusion: April 2024.

VI. PLACE OF CONTRACT EXECUTION

Gdynia

VII. ORDER COMPLETION DATE AND PAYMENT

- 7.1. The execution of the order must be completed no later than **November 30, 2024**.
- 7.2. The Ordering Party shall allow advance and/or partial payments to the Contractor, with the first payment amounting to no more than 30% of the remuneration.

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

TERMS AND CONDITIONS FOR PARTICIPATION IN THE PROCEEDINGS

8.1 Bidders who meet the following conditions may compete for the contract:

8.1.1. knowledge and experience

The Ordering Party will consider that the Bidder meets this condition if he submits a statement that he has experience in the execution of contracts with similar parameters and requirements as the subject of the contract.

How to evaluate the condition:

Verification will be based on the Bidder's statement on the fulfilment of the conditions for participation in the proceedings, included in Appendix 1 (Bid Form).

8.1.2. technical capacity

The Ordering Party will consider that the Bidder meets this condition if he submits a statement that he has the technical facilities necessary for the proper execution of the contract.

How to evaluate the condition:

Verification will be based on the Bidder's statement on the fulfilment of the conditions for participation in the proceedings, included in Appendix No. 1 (Bid Form).

8.1.3. persons capable of performing the contract

The Ordering Party will consider that the Bidder meets this condition if he submits a statement that he has personnel with the necessary qualifications for the proper execution of the contract

How to evaluate the condition:

Verification will be based on the Bidder's statement on the fulfilment of the conditions for participation in the proceedings, included in Appendix No. 1 (Bid Form).

8.1.4. economic or financial situation

The Ordering Party will consider that the Bidder meets this condition if it submits a statement that the Bidder is in an economic and financial situation that ensures the proper execution of the contract, in particular is not in bankruptcy, restructuring or liquidation.

How to evaluate the condition:

Verification will be based on the Bidder's statement on the fulfilment of the conditions for participation in the proceedings, included in Appendix No. 1 (Bid Form).

GROUNDNS FOR EXCLUSION FROM PARTICIPATION IN THE PROCEEDINGS

8.2. Rationale for exclusion

8.2.1. Entities with personal or capital ties are excluded from participation in the proceedings with the Ordering Party.

A capital or personal relationship is understood as a mutual relationship between the Ordering Party or persons authorized to incur liabilities on behalf of the Ordering Party, or persons performing activities on behalf of the Ordering Party related to the preparation and execution of the contractor selection procedure and the Bidder, consisting in particular of:

- a) participation in a company, as a partner in a civil partnership or other partnership which is not a legal entity,
- b) ownership of at least 10% of shares (unless a lower threshold is specified in the by law) or not specified in other documents related to the related to the Project,
- c) serving as a member of the supervisory or management body, proxy, attorney,
- d) being married, in a relationship of consanguinity or affinity in a direct line, consanguinity or affinity in a lateral line up to the second degree, or being related by adoption, guardianship or custody, or being in cohabitation with the contractor, its legal deputy or members of the management or supervisory bodies of contractors competing for the contract,
- e) remaining in such a legal or factual relationship 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 the Bidder's statement contained in Appendix No. 1 (Bid Form) and statements of the Ordering Party and persons performing activities on behalf of the Ordering Party related to the preparation and conduct of the procedure for selection of the Contractor.

8.3. In addition, the Bidder confirms that the circumstances indicated in:

8.3.1. Article 5k of Council Regulation (EU) No. 833/2014 of July 31, 2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine (Official Journal of the EU No. L 229, 31.7.2014, p. 1), as amended by Council Regulation (EU) 2022/576 on amending Regulation (EU) No. 833/2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine (Official Journal of the EU No. L 111, 8.4.2022, p. 1);

8.3.2. in Article 7 (1) of the Law of April 13, 2022 on special solutions to prevent support for aggression against Ukraine and to protect national security, for the duration of these circumstances

do not apply to him.

How to verify the basics:

Verification will be made on the basis of the Bidder's statement contained in Exhibit 1 (Bid Form).

8.4. Bids submitted by entities that do not meet the conditions for participation in the procedure or for which there are grounds for exclusion from the procedure, **are subject to rejection and will**

IX. DESCRIPTION OF PRICE CALCULATION METHOD

- 9.1. The price should be calculated in net and gross values and entered in the Bid Form.
- 9.2. Prices expressed in a currency other than PLN will be converted into PLN according to the average exchange rate of the National Bank of Poland on the date of completion of the bidding procedure.
- 9.3. The price should include all necessary costs associated with the execution of the contract.
- 9.4. The price specified in the bid cannot be changed during the execution of the contract, unless the change is in favour of the Ordering Party.
- 9.5 If the offered price or cost appears to be abnormally low in relation to the subject matter of the contract, the Ordering Party may require the Bidder to submit explanations, including submission of evidence for the calculation of the price or cost, within a specified period. The Ordering Party will evaluate these explanations in consultation with the Bidder and may reject that bid if the explanations submitted, together with evidence, do not justify the price or cost quoted in that bid.

X. DESCRIPTION OF THE CRITERIA THAT THE ORDERING PARTY WILL BE GUIDED BY IN THE AWARDING PROCESS

10.1. In evaluating bids, the Ordering Party will be guided by the following evaluation criteria:

10.1.1. Price - 40%

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

$$P_C = \frac{C_N}{C_B} * 40\%$$

Where:

- | | |
|----|--|
| PC | -number of points under the criterion "Price" |
| CN | -lowest net price among all bids to be evaluated |
| CB | -net price of the tested offer |

An offer under the criterion "**Price**" can obtain a maximum of **40 points**.

10.1.2. Warranty period, with the minimum required warranty period of 12 months - 10%.

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

- a) 25 months and more – 10 points
- b) 13 months to 24 months – 5 points
- c) 12 months - 0 points

An offer under the criterion "**Warranty period**" can obtain a maximum of **10 points**.

10.1.3. Capacity, with the minimum capacity for process output must be 2000 kg/h - 20%.

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

- a) Capacity ≥ 3000 kg/h - 20 points
- b) capacity between 2500 kg/h and 2999 kg/h - 10 points
- c) capacity between 2000 kg/h and 2499 kg/h - 0 points

A bid under the "**Performance**" criterion can obtain a maximum of **20 points**

10.1.4 The completion date of the contract, with a deadline of no later than November 30, 2024.
- **10%**.

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

- (a) between July 1 and August 31, 2024. - 10 points
- (b) between September 1, 2024, and November 30, 2024. - 0 points

A bid under the criterion "**Order completion date**" can receive a maximum of **10 points**.

10.1.5. Sorting Technology used:

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

- a) laser spectroscopy - 20 points
- b) optical sorting - 10 points

A bid under the criterion „**Sorting Technology**” can receive a maximum of **20 points**.

10.2. The bid that obtains the highest number of points after summing up the points from all bid evaluation criteria will be considered the most advantageous. **A bid can obtain a maximum of 100 points**. Calculations will be made to two decimal places.

10.3. If several bids obtain the highest number of points, the bid with the lowest price will be considered the most advantageous among them. If several bids obtain the highest number of points and at the same time have the lowest price, the Ordering Party 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 may not be higher than the price originally offered.

XI. PLACE AND DEADLINE FOR SUBMISSION OF BIDS

- 11.1. Bids must be submitted by **March 29, 2024**.
- 11.2. **The offer should be submitted in electronic form** to the e-mail address of the Ordering Party **pawel.szczepanek@aloxe.one**.
- 11.3. **The deadline for submitting** a bid is determined by the date of its submission to the Ordering Party's e-mail address **pawel.szczepanek@aloxe.one**.
- 11.4. Bids submitted in a manner other than that described above will not be considered.
- 11.5. The Ordering Party does not provide for the public opening of bids.

XII. DESCRIPTION OF BID PREPARATION

- 12.1. The Contracting Party does not expect to submit partial bids.
- 12.2. **The bid should be prepared in Polish or English**.
- 12.3. The bid and its attachments must **be signed** by at least one person authorized to represent the Bidder in accordance with the representation resulting from the relevant register or pursuant to a power of attorney granted.

- 12.4. The bid must include:
- 12.4.1. **completed and signed Bid Form** (in accordance with Appendix 1 to the Invitation to Tender);
 - 12.4.2. document(s), confirming that the offered subject of the contract meets the requirements in terms of parameters and technical issues specified in the Invitation to Tender. The number and type of attachments are at the Bidder's discretion (an example of such an attachment is a specification from the manufacturer's website);
 - 12.4.3. **Power of attorney to act on behalf of the Bidder**, if the bid is signed by a person(s) acting under a power of attorney.
- 12.5. If the Bidder presents in the offer information that constitutes a business secret within the meaning of the Act of April 16, 1993 on Combating Unfair Competition, he should **unequivocally indicate which sections of the offer constitute a business secret and may not be disclosed to third parties.**
- 12.6. Before the deadline for submission of bids, the Bidder may make changes to the submitted bid or withdraw it. Changes to the bid or its withdrawal shall be made under the same conditions as its submission.
- 12.7. Bidders are **obliged to thoroughly familiarize themselves with the information contained in the Invitation to Tender** and the appendices, as well as any changes in the content of the Invitation to Tender, clarifications and answers published by the Ordering Party during the procedure and prepare a bid in accordance with the requirements specified by the Ordering Party.
- 12.8. The Ordering Party shall allow before submitting a bid, by prior appointment with the Ordering Party, for the Bidders to make a site visit to the contract execution site. The date and time of the inspection will be agreed upon at a mutually convenient time. In order to allow Bidders to ask questions after the visit, the Ordering Party stipulates that the visions may be held no later than 7 working days before the date for submission of bids, as specified in para. 11.1.**

XIII. METHOD OF COMMUNICATION BETWEEN THE ORDERING PARTY AND BIDDERS

- 13.1. No information and explanations or answers to inquiries addressed to the Ordering Party by telephone shall be provided.
- 13.2. Questions directed by the Bidders regarding the Invitation to Tender and requests for clarifications regarding the content of the Invitation to Tender should be sent **only via e-mail address pawel.szczepanek@aloxe.one** The Bidder may request the Ordering Party to clarify the content of the Invitation to Tender no later **than 21.03.2024.**
- 13.3. The Bidders' questions and the Ordering Party's answers and clarifications to the content of the Invitation to Tender will be posted on the Ordering Party's website www.aloxe.one in the "News" section, and in the case of the Bidders' questions asked via **e-mail address pawel.szczepanek@aloxe.one**, the clarifications and answers will be simultaneously sent to the Bidders' e-mail address(es). To facilitate correspondence, for the sake of order and expedite the process of answering by the Procuring Entity, we suggest that questions be sent in one aggregate editable document. This will make it possible to avoid asking several questions in a single day at consecutive intervals, which may result in the Purchaser inadvertently overlooking the message.

- 13.4. In correspondence related to this procedure, Bidders should use the procedure number:
Request for Proposal No. 3/2024
- 13.5. All notices, declarations, requests and information transmitted in electronic form shall require, at the request of either Party, immediate confirmation of the fact of their receipt.
- 13.6. Provided that this does not violate competitiveness, during the examination of bids, the Ordering Party shall have the right to request from Bidders clarifications regarding the content of submitted bids and supplementation of documentation. The Ordering Party reserves the right to request bidders twice to clarify, supplement or submit missing documents or documents in the proper form.
- 13.7. The Ordering Party shall have the right to request the Bidder's permission to correct obvious clerical errors and calculation errors.
- 13.8. In the proceedings, statements, requests, notifications and information, the Ordering Party and the Bidders **shall communicate in Polish. English language** is also acceptable.

XIV. ANNOUNCEMENT OF RESULTS

- 14.1. The Ordering Party reserves the right to additionally verify in the course of bid evaluation the credibility of the documents, statements, data and information presented by the Bidders.
- 14.2. Information on the outcome of the proceedings will be published on the Ordering Party'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., emails), information about the result of the proceedings will be published simultaneously through them (e.g., emails).
- 14.3. The selected Bidder will be informed by phone or email about the date and place of signing the contract. The contract will be considered concluded after it is signed by both parties.
- 14.4. The selection of the most advantageous bid **does not imply** an obligation on the part of the Ordering Party to conclude a Contract with the Contractor.
- 14.5. In the event that the Bidder whose bid was selected does not proceed to the conclusion of the contract, the Ordering Party shall have the right to sign the contract with the Bidder whose bid received the next highest number of points, without conducting a new bidding procedure.

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

- 15.1. The Ordering Party shall have the right to amend the Contract in the cases described below:
- 15.1.1. a change in the provisions of European Union law or national law to the extent affecting the execution of the contract (e.g., in the event of a change in tax rates or other public charges);
 - 15.1.2. improvement of the technical parameters of the subject of the contract, without affecting the remuneration;
 - 15.1.3. extension of the contract execution date due to the need to perform 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 foresee;

- 15.1.4. extension of the contract execution deadline due to force majeure, with all consequences occurring in connection with the extension of the deadline;
 - 15.1.5. changes in the parameters of the subject matter of the Contract, changes in the material scope of the Contract, and changes in the manner of execution of the subject matter of the Contract, not leading to changes in the nature of the Contract - including technological changes, in particular: the need to execute the order with the use of other technical/technological or material solutions than those indicated in the Invitation to Tender, in a situation where the use of the originally envisaged solutions would threaten non-execution or improper execution of the Contract;
 - 15.1.6. a change regarding the eligibility of costs under the Project;
 - 15.1.7. as a result of the occurrence of other circumstances beyond the control of the Contractor or the Ordering Party, 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 ongoing at the time of concluding the Contract of events related to the activities of the Ordering Party or the Contractor or economic or political events;
 - 15.1.8. The Ordering Party also provides for the possibility of making non-substantive changes to the provisions of the Contract in relation to the contents of the offer on the basis of which the Contractor was selected.
- 15.2. The value of the change shall not exceed 50% of the value of the order originally specified in the Contract.
- 15.3. The Ordering Party 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 the following conditions are met jointly:
 - 15.3.1. the change of the Contractor cannot be made for economic or technical reasons, in particular concerning interchangeability or interoperability of equipment, services or installations, ordered under the basic contract;
 - 15.3.2. the change of the Contractor would cause significant inconvenience for the Ordering Party or a significant increase in costs for the Ordering Party;
 - 15.3.3. the value of each subsequent change does not exceed 50% of the value of the order originally specified in the Contract.
- 15.4. The Parties shall not be liable for non-performance or improper performance of the Contract if it results from a force majeure event that the Parties, when concluding the Contract, were not able to foresee, the occurrence of which the Parties had no influence on and which the Parties could not avoid with 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 ability to perform the Contract. If it was impossible or difficult to meet the above deadline due to force majeure, the 3-day period shall be counted from the date on which the notification became possible, but no later than from the date of cessation of the force majeure event;
 - 15.4.2. if either Party fails to notify the other Party of the occurrence of a force majeure event in the manner specified above, the Party that failed to comply with the obligation to notify shall be liable for non-performance or improper performance

of the Contract due to force majeure.

- 15.5. 15.5 Limitations of indemnity liability:
- 15.5.1. the liability of each Party for damage claims shall be limited to cases where the Party causing the damage was grossly negligent, proven by the Party that suffered the damage;
 - 15.5.2. the indemnification liability of each Party shall be excluded if the damage is reported more than 6 months after the date of its discovery;
 - 15.5.3. the indemnity liability of each Party shall be limited to 50% of the contractual remuneration;
 - 15.5.4. the indemnity liability of each Party for lost profits is excluded;
 - 15.5.5. the limitations of each Party's liability shall not apply in the case of wilfulness or with respect to liability for damage caused by a hazardous product.
- 15.6. The Parties hereby agree that during the term of the Contract and for 10 years after its execution, expiration, 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 provide confidential information only to persons involved in the performance of the Contract, subject to the imposition of confidentiality obligations 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 when the obligation to provide information is based on the provisions of generally applicable law.
- 15.7. The Ordering Party provides for the possibility of making the above-mentioned provisions more specific, if the necessity to make them more specific results, among other things, from the specifics of the subject matter of the contract or will positively affect the principles of cooperation between the two Parties or the execution of the contract.

XVI. CONDITIONS OF POSSIBLE WITHDRAWAL FROM THE CONTRACT

- 16.1. Notwithstanding the possibility of withdrawal from the Contract or its termination on general principles, the Ordering Party, after the conclusion of the Contract, shall have the right to withdraw from the Contract (in whole or in part) in the following cases:
- 16.1.1. if the Contractor has committed a delay in delivery; if the delay in delivery is due to the Contractor's gross negligence, the Ordering Party shall be entitled to demand reimbursement by the Contractor of all reasonable expenses that the Ordering Party has incurred up to the time of withdrawal from the contract;
 - 16.1.2. failure by the Ordering Party to obtain the funds under the KPO that the Ordering Party intended to allocate to finance all or part of the contract under the Project grant by 30.05.2024;
 - 16.1.3. termination of the Project subsidy agreement;
 - 16.1.4. the occurrence of the need for the Ordering Party to repeat the bidding process as a result of verification of market conditions or identification of irregularities in the procurement process;
 - 16.1.5. when the Contractor, despite prior request by the **Ordering Party**, with setting a deadline of not less than 14 calendar days for rectification of violations, fails to perform the subject

matter of the Contract in accordance with the Contract or grossly violates contractual obligations;

16.1.6. when the Contractor is in default in the performance of the contractual obligation of at least 30 calendar days;

16.1.7. when, in spite of a prior request and setting an additional time for rectification of defects or non-compliance with the technical specifications, the bid or any terms and conditions specified in the Contract or in the Invitation to Tender, the Ordering Party is unable to perform acceptance due to the continued existence of defects in the subject matter of the contract;

16.1.8. if the sum of contractual penalties accrued under the Contract exceeds the value of 15% of the total gross remuneration specified in the Contract;

16.1.9. the Contractor's delay in performing its obligations under the warranty or guarantee, amounting to at least 60 (sixty) days.

16.2.16.2 The following provisions on contractual penalties shall apply:

16.2.1. if the Contractor falls into delay in the execution of the subject matter of the order, after the expiration of fourteen (14) calendar days, the Contractor shall be obliged to pay to the Ordering Party, without separate request, a contractual penalty in the amount equivalent to 0.5% of the remuneration for each full week of delay counted from the target date of execution of the order;

16.2.2. the sum of all contractual penalties for delay shall not exceed 15% of the total purchase price of the subject of the contract;

16.2.3. the Purchaser shall be entitled to claim damages in an amount exceeding the amount of the reserved contractual penalty.

16.4. The Ordering Party provides in the Contract with the Contractor for the possibility of making the above provisions more specific, if the necessity to make them more specific results, among other things, from the specifics of the subject matter of the contract or will positively affect the principles of cooperation between the two Parties or the execution of the Contract.

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

The Ordering Party reserves the right to withdraw from the contract in the following cases:

17.1. Failure to obtain funds under the NPR (KPO) that were intended to finance all or part of the Project's procurement.

17.2. The need to repeat the bidding process as a result of, among other things, verification of market conditions, identification of irregularities in the purchasing process, the need to modify the parameters and/or requirements of the subject matter of the contract.

17.3. Cancellation of the commencement or giving up on the continuation of the Project under which it was intended to finance part or all of the subject matter of the contract.

17.4. Resignation from making the purchase of the subject of the contract.

XVIII. MISCELLANEOUS

18.1. The Ordering Party reserves the right to amend or supplement the contents of the Invitation to

Tender before the deadline for submission of quotations. Information about the amendment or supplementation of the content of the Invitation to Tender will be published on the Ordering Party's website www.aloxe.one in the "News" section.

- 18.2. If the changes or additions made to the content of the Invitation to Tender require changes to the content of the bids, the Ordering Party will extend the deadline for submission of bids by the time required to make changes to the bid.
- 18.3. The Bidder shall bear all costs associated with the preparation and submission of the bid.
- 18.4. The Ordering Party does not allow partial or variant bids.
- 18.5. The Bidder submitting the bid remains bound by it for a period of min. 90 days
- 18.6. The selection of the most advantageous bid does not give rise to a claim on the part of the Contractor to conclude a contract with the Ordering Party.
- 18.7. PERSONAL DATA PROTECTION

With regard to the personal data contained in the bids, the Ordering Party shall, upon submission of the bid, 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 April 27, 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 ("GPRD"). The Ordering Party 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. pursuant to Article 6(1)(b) of the GPRD and pursuant to Article 6(1)(c) of the GPRD. The Ordering Party will transfer personal data contained in the submitted bids, on the basis of relevant legal regulations, to authorized bodies and institutions authorized 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 Ordering Party will process personal data for the period of time during which it is required by applicable law to retain all documentation related to the Project.

In addition, the contract will include the Ordering Party's standard GPRD clause with the following content: The Ordering Party declares that it is the controller of the personal data provided by the Contractor in connection with the execution of the contract, i.e. personal data of the Contractor's employees, collaborators and representatives delegated to conclude or execute this contract. The Ordering Party, as the data controller, has obligations under GPRD, including the information obligation referred to in Articles 13 and 14 of the GPRD. Accordingly, the Contractor undertakes to fulfil the information obligation on behalf of the Ordering Party by providing each member of the Contractor's staff whose data has been provided to the Ordering Party in connection with this inquiry with information on how the Ordering Party processes their data, including information on the rights of individuals.

- 18.8. The Ordering Party stipulates that:
 - 18.8.1. has the right not to select any of the bids submitted;
 - 18.8.2. has the option to cancel the bidding procedure at any time without giving notice **reasons or to inform Bidders in advance;**
 - 18.8.3. has the right to amend or supplement the documents included in the request for

quotation, which will become an integral part of it;

18.8.4. may extend the deadline for submission of bids, but the Bidder shall not be entitled to any claims against the Ordering Party on the above grounds;

18.8.5. does not provide for supplementary contracts.

XIX. LIST OF APPENDICES

The following documents are attached to this request for proposal:

| APPENDIX | Name of the APPENDIX |
|-----------------|---------------------------------|
| Appendix 1 | Bid form |
| | |