



OFFER INQUIRY

Case No: IOZZ000.271.3.2021

The delivery of the five identical accelerometers with the necessary auxiliary devices.

The order is carried out under the project „EPOS – European Plate Observing System (EPOS-PL+)”, TASK 5, Grant agreement No. POIR.04.02.00-00-C005/19-00.

I approve:

Vice-rector for university organization and development
Prof. dr hab. inż. Adam SZEWCZUK

Wrocław, July 2021



1. BASIC RULES OF THE PROCEDURE

1. The provisions of the Act of September 11, 2019 - Public Procurement Law (consolidated text - Journal of Laws of 2019, item 2019, as amended) shall not apply to the procedure, based on the exclusion contained in Art. 2 clause 1 point 1. The Public Procurement Law.
2. This Offer Inquiry is available on the website of the Contracting Authority: www.upwr.edu.pl (tab: zapytania ofertowe – Offer inquiries).
3. The procedure is conducted in Polish or English language. All documents and statements in the course of the procedure and after its completion may be submitted in Polish or English, or in a foreign language with an attached translation by the Economic Contractor into Polish or English
4. In matters not covered by this inquiry and the activities undertaken by the Contracting Authority and Economic Contractors, the provisions of the Civil Code will apply.
5. The procedure is conducted in the form of an **Offer Inquiry** (read further: "ZO")
6. **It is not allowed to submit partial offers.**
7. It is allowed to submit a joint offer (consortium).
8. In these proceedings, the Contracting Authority does not require a deposit.
9. **It is not allowed to submit a variant offer.**
10. There are no plans to award any supplementary contracts.
11. The electronic auction will not be used.

2. THE NAME AND THE ADDRESS OF THE CONTRACTING AUTHORITY

1. The Contracting Authority is: Wrocław University of Environmental and Life Sciences with its seat at ul. C. K. Norwida 25, 50-375 Wrocław, NIP: 896-000-53-54, REGON: 000001867.
2. Contact for formal matters: employee of the Public Procurement and Procurement Center of the University of Life Sciences in Wrocław – p. Beata Piasecka, [e-mail: beata.piasecka@upwr.edu.pl](mailto:beata.piasecka@upwr.edu.pl)

3. SPECIFICATION OF THE SUBJECT OF THE CONTRACT

1. The subject matter is: **the delivery of the five identical accelerometers with the necessary auxiliary devices.**
2. A detailed description of the subject of the contract is included in the following appendices:
 - contract template - Appendix 3,
 - technical parameters of the subject of the order - Appendix 4.
3. In cases where the description of the subject of the contract indicates trademarks, patents or origins, sources or a specific process that characterizes the products or services provided by a specific Contractor, this means that the Contracting Authority cannot describe the subject of the contract in a sufficiently precise and understandable way. In such situations, any indication of a trademark, patent, provenance, source, or specific process should be read with the words "or equivalent". The contracting authority indicated in the description of the subject of the contract the criteria used to assess equivalence.
4. The Economic Contractor referring to equivalent solutions must prove that the offered supplies and services meet the equivalence criteria specified by the Employer in the Contracting Authority. The Economic Contractor offering supplies, services or works equivalent must submit together with the offer documents confirming this equivalence. If the Economic Contractor does not submit documents on the use of other materials and devices in the offer, it is understood that the materials and devices proposed in the description of the subject of the contract were included in the calculation of the offer price and for the performance of the contract.
5. If the Contracting Authority used standards, approvals, technical specifications and reference systems in the description of the subject of the contract, they should be understood as examples. The contracting authority allows in each case the use of solutions equivalent to those described in the content of the ZO. Whenever a standard, approval, technical specification or reference system is mentioned in this RFQ or in its appendices, it should be assumed that the word "or equivalent" is used in reference to it.
6. **Company secret:**

Information constituting a business secret within the meaning of Art. 11 sec. 2 of the Act on Combating Unfair Competition, if the Economic Contractor, not later than the deadline for submitting bids, stipulated that they cannot be made available and has demonstrated that the restricted information constitutes a business secret. Pursuant to the above-mentioned provision, a trade secret should be understood as technical, technological, organizational information of a company or other information having economic value, which as a whole or in a specific combination and set of its elements are not commonly known to people who usually deal with this type of information or are not easily accessible. available to such persons, provided that the person authorized to use the information or dispose of it has taken due diligence to maintain its confidentiality.

The Contractor may not reserve the following information: the Economic Contractor's name and address, as well as information on: price, contract performance date, warranty period and payment terms contained in the offer.

The Contracting Authority recommends that proprietary information as a trade secret be submitted by the Economic Contractor: in a separate inner envelope marked "company secret", or stapled (stapled) separately from the other, non-confidential elements of the offer. Failure to clearly indicate which information the Economic Contractor considers to be a trade secret will mean that it is subject to disclosure without reservations.

7. DATE AND PLACE of DELIVERY of THE SUBJECT of THE CONTRACT

1. The Contractor undertakes to deliver the subject of the contract directly to the registered office of the Ordering Party - Institute of Geodesy and Geoinformatics, ul. Grunwaldzka 53, 51-357 Wrocław - within 30 days from the date of the contract.

5. LIST OF STATEMENTS OR DOCUMENTS TO BE DELIVERED BY THE ECONOMIC CONTRACTORS IN ORDER TO CONFIRM THE FULFILLMENT OF THE CONDITIONS FOR PARTICIPATION IN THE TENDER PROCEDURE

1. The offer must contain the following statements and documents:
 - 1) A completed and signed offer form containing the price including tax on goods and VAT services expressed in PLN or EUR - the form is attached as Appendix 1 to this request for quotation (original),
 - 2) A declaration that there are no grounds for exclusion in accordance with the template constituting Annex 2 to the Offer Inquiry,
 - 3) A current excerpt from the relevant register or from the Central Register of Information on Economic Activity, issued not earlier than 3 months before the deadline for submission of tenders (original or a copy certified to be true to the original by a person authorized to represent the Economic Contractor),
 - 4) if the Economic Contractor has its seat or place of residence outside the territory of the Republic of Poland, instead of the document referred to above, it submits a document or documents issued in the country where the contractor has its seat or place of residence, confirming accordingly that its liquidation has not been opened, has not been announced bankruptcy, its assets are not managed by a liquidator or a court, it has not entered into an arrangement with creditors, its business activity is not suspended or it is not in any other similar situation resulting from a similar procedure provided for in the regulations of the place where this procedure is initiated. Documents should be issued not earlier than 3 months before their submission,
 - 5) if in the country where the Economic Contractor has its seat or place of residence, the documents referred to above are not issued, they are replaced, respectively, in whole or in part with a document containing, respectively, the Economic Contractor's statement, indicating the person or persons authorized to represent him, or a declaration of the person to whom the document was to refer, made on oath, or, if in the country where the Economic Contractor has its seat or place of residence, there are no provisions on the declaration on oath, submitted to a judicial or administrative authority, notary public, professional or economic self-government body competent for the seat or place of residence of the Economic Contractor. Documents should be issued not earlier than 3 months before their submission.
 - 6) Possible power of attorney if the documents are signed by a person representing the Economic Contractor other than the one indicated in the entrepreneur's registration document, the offer should be



accompanied by a power of attorney to: represent the Contractor in the contract award procedure / or / represent in the procedure and conclude a contract /. The power of attorney must be presented in the original. It is also allowed to submit a copy of the power of attorney certified to be true to the original in the offer.

The power of attorney to submit an offer must be submitted in original in the same form as the offer submitted (i.e. in electronic form). It is also allowed to submit an electronic copy (scan) of the power of attorney previously drawn up in writing, in the form of an electronic certificate, which certification is affixed by the notary with a **qualified electronic signature**, or by affixing the scan of the power of attorney previously made in writing with a qualified signature, a trusted signature or a personal signature of the principal. The electronic copy of the power of attorney cannot be authenticated by the authorized representative.

2. The offer in electronic form (PDF) should:

- **bear a company stamp,**
- **have the date of preparation,**
- **include the bidder's address or registered office, telephone number, e-mail address, tax identification number,**
- **contain a legible signature of the Economic Contractor.**

6. CONTACT

1. Communication in the contract award procedure, including the submission of offers (PDF), information exchange and the transfer of documents or statements between the Contracting Authority and the Economic Contractor, shall be carried out only using electronic means of communication, i.e. e-mail.
2. The Contracting Authority allows inquiries, applications, notifications and information to be sent by e-mail (address: beata.piasecka@upwr.edu.pl) and it will be considered that they were submitted on time, if their content reached the addressee before the deadline. Inquiries, applications, notifications and information will also be posted on the website www.upwr.edu.pl (tab: Offer inquiries).
3. The Economic Contractor may request the Contracting Authority to explain the content of the Inquiry. The Contracting Authority will provide explanations immediately, but no later than 2 days before the deadline for submitting tenders, provided that the request for clarification of the content of the Offer was received by the Contracting Authority no later than 3 days before the deadline for submitting tenders.
4. If the request for clarification of the content of the request for quotation has not been received by the deadline referred to in sec. 4 of this request for quotation, the Contracting Authority is not obliged to explain the content of the request for quotation and the obligation to extend the deadline for submitting offers.
5. The content of inquiries along with explanations shall be posted by the Contracting Authority, without disclosing their source, on the awarding entity's website www.upwr.edu.pl (tab: Offer inquiries). Economic Contractors are required to constantly follow the above-mentioned website of the Contracting Authority.
6. In justified cases, the Contracting Authority may change the content of the inquiry before the deadline for submitting offers. Information about such a change, including the change of dates, will be posted on the Contracting Authority's website www.upwr.edu.pl.
7. Any modifications, additions, arrangements and changes, including changes of dates, as well as Economic Contractors' inquiries together with explanations, shall become an integral part of the inquiry and shall be binding when submitting offers. All rights and obligations of the Economic Contractors in relation to the previously agreed dates will be subject to the new date.

7. TERM OF BINDING THE OFFER

1. The Economic Contractor is bound by the offer for a period of 30 days. The period of validity of the offer begins with the deadline for submitting offers.
2. In the event that the selection of the best offer does not take place before the bid validity period specified in the Offer Inquiry, the Contracting Authority, before the bid validity period expires, asks the Economic Contractors once for consent to extend this period by the period indicated by him, not longer than 30 days.
3. Extending the validity period of the offer referred to in sec. 2, requires the Economic Contractor to submit a written declaration of consent to the extension of the bid validity period.



8. DESCRIPTION OF THE MANNER OF PREPARING OFFERS

1. The offer with attachments should be submitted in electronic form (PDF), via e-mail to the following address: beata.piasecka@upwr.edu.pl.
2. If the Economic Contractor intends to entrust subcontractors with the performance of a part of the contract, he is obliged to indicate in the offer the part of the contract the performance of which will be entrusted to subcontractors.
3. The offer must be prepared in Polish or English language.
4. The offer with attachments must be signed by the person(s) empowered to represent the Economic Contractor, ie. the person (or persons) empowered to make declarations of will on behalf of the Economic Contractor. Any authorization of other persons to sign the offer with attachments must be attached to the offer. The power of attorney should be presented in the original or a copy certified to be a true copy by a notary public.
5. If copies of the required documents are attached, it is necessary to certify their compliance with the original by the Economic Contractor.
8. In all correspondence related to this procedure, the Contracting Authority and the Economic Contractors use the number of the procedure given by the Contracting Authority: **IOZZ000.272.3.2021**.
9. The Contracting Authority does not provide for a way of communicating with Economic Contractors other than by means of electronic communication.
10. To be valid, the offer must be signed by the Economic Contractor with a qualified electronic signature by a person authorized to represent the Economic Contractor.

10. EXAMINATION AND EVALUATION OF OFFERS

1. The Contracting Authority examines whether the offers meet the formal conditions. Offers that do not meet these conditions are rejected and are not evaluated.
2. The Contracting Authority evaluates offers that have not been rejected for formal reasons.
3. The offer evaluation is based on the offer evaluation criteria provided for in this Offer Inquiry.
4. In the course of examination and evaluation of the offers, the Contracting Authority may demand explanations from the Economic Contractors regarding the content of the submitted offers.

10. REJECTION OF AN OFFER, EXCLUSION OF THE CONTRACTOR

1. The contracting authority **rejects** the offer if:
 - 1) its content does not correspond to the content of this Offer Inquiry,
 - 2) its submission is an act of unfair competition within the meaning of the provisions on combating unfair competition,
 - 3) failed to provide explanations regarding the content of the submitted offer at the request of the Contracting Authority,
 - 4) was submitted by the Economic Contractor excluded from the procedure,,
 - 5) is invalid on the basis of separate provisions,
 - 6) more than 1 offer has been submitted by one Contractor.
2. Economic Contractors are **excluded** from the contract award procedure
 - b) who have not agreed to extend the period of being bound by the offer;
 - c) who submitted untrue information affecting or likely to have an impact on the outcome of the procedure being conducted;
 - d) being a related entity, a partner entity in relation to the Contracting Authority within the meaning of Commission Regulation (EU) No 651/2014,
 - e) who submitted untrue information affecting or likely to affect the outcome of the proceedings.
3. The contracting authority notifies at the same time Contractors who have been excluded from the procedure for the award of the contract. The offer of the excluded Contractor is considered rejected.



12. PLACE AND DEADLINE FOR SUBMISSION OF OFFERS

- The offer in electronic form (PDF) should be submitted by e-mail to the following address: beata.piasecka@upwr.edu.pl by the deadline of **July 14, 2021, by 9:00 am**.
- The Contracting Authority shall immediately notify the Economic Contractors who submitted the offers about the selection of the most advantageous offer by e-mail, and furthermore, www.upwr.edu.pl.
- A contract will be concluded with the Economic Contractor, whose offer will be considered the most advantageous, according to the template constituting an attachment to this Offer Inquiry.

13. DESCRIPTION OF THE METHOD OF CALCULATING THE PRICE

- The offer price must include the valuation of all expenditures necessary to perform the subject of the contract (including in particular the amount of VAT) in full on the terms and conditions specified by the Contracting Authority in the Offer Inquiry. The offer price must be quoted to two decimal places.
- Settlements between the Contracting Authority and the Economic Contractor will be made in PLN or EUR
- The offer price in the offer form should be given in PLN or EUR with the appropriate VAT tax corresponding to the subject of the contract.

14. DESCRIPTION OF THE CRITERIA WHICH WILL BE GUIDED BY THE CONTRACTING AUTHORITY WHEN CHOOSING AN OFFER, INCLUDING THE MEANING OF THESE CRITERIA AND THE METHOD OF EVALUATING THE OFFERS

- Offers that have not been rejected and that have been submitted by Economic Contractors not subject to exclusion (at a given stage of examination and evaluation of offers) are subject to examination and evaluation).
- When selecting offers, the Contracting Authority will be guided by the following offer evaluation criteria:
 - 1) the price - 80 %, (C)**
 - 2) the length of the warranty – 20% (G)**
- Method of calculating points for individual criteria:
 - under the "**Price**" criterion, the evaluation of the offers will be made using the formula:

$$C = \frac{C_n}{C_o} \times 80 \%$$

where:

C – number of points under the "Price" criterion,

C_n - the lowest price among assessed offers, i.e. those that are not subject to rejection and submitted by Economic Contractors who were not excluded at a given stage of the examination and evaluation of offers,

C_o - the price of the evaluated offer.

The assessment under the "Price" criterion will be subject to the total gross price for the performance of the entire subject of the contract, given in the offer form. The Economic Contractor may obtain a maximum of 60 points for this criterion,

- The method of calculating points for the criterion: **length of the warranty - weight 20%**
The maximum number of points that can be assigned in the course of the evaluation within a given criterion is 20 points. The offers will be assessed as follows:

The length of warranty	The number of points
36 months	0
48 months	5
60 months	10
72 months	15
84 months	20



The method of calculating points for the criterion of the length warranty:

- a) the criterion will be considered on the basis of the declaration in the offer form,
 - b) if the Economic Contractor enters a different length of the guarantee than indicated in the table above, the submitted offer will be inconsistent with the Inquiry, which will result in rejection of the offer,
 - c) in the event of failure to fill in the appropriate box in the tender form, the contracting authority will consider that the Economic Contractor declares the shortest warranty, i.e. 36 months.
4. The most advantageous offer will be the one that obtained the highest total number of points, calculated according to the following formula:

$$P = C + G$$

where: P - the total number of points obtained by the evaluated offer,
C - the number of points awarded to the evaluated offer under the price criterion,
G - the number of points awarded under the criterion of the length of warranty.

5. The Contracting Authority will calculate the points numerically to two decimal places.
6. The Contracting Authority will select the best offer, which will receive the highest number of points.
7. If it is not possible to select the best offer due to the fact that two or more offers present the same balance of price and other offer evaluation criteria, the awarding entity selects the offer that received the highest mark in the criterion with the highest weight. If the offers received the same grade in the criterion of the highest weight, the awarding entity selects the offer with the lowest price. If the offer cannot be selected in the manner described in this point, the Contracting Authority calls on the Economic Contractors who submitted these offers to submit additional offers containing the new price or cost within the time limit specified by the contracting authority.

15. CANCELLATION OF THE PROCEEDINGS

1. The Contracting Authority shall cancel these proceedings if:
 - 1) no non-rejection offer has been submitted,
 - 2) the price of the best offer or the offer with the lowest price exceeds the amount that the Contracting Authority intends to spend on financing the contract,
 - 3) there has been a significant change in circumstances causing that the conduct of the procedure or the performance of the contract is not in the public interest, which could not be foreseen earlier.
2. The Contracting Authority shall at the same time notify all Economic Contractors who applied for the award of the contract about the cancellation of the contract award procedure,
3. Until the information about the selection of the most advantageous offer is announced, the Contracting Authority reserves the right to cancel the procedure at any stage without giving any reason and the possibility of not signing the contract for the award of the contract.

16. APPEAL

1. In these proceedings, an appeal may in particular be made against actions
 - 1) exclusion of the appellant from the contract award procedure;
 - 2) rejection of the appellant's offer.
2. The appeal should indicate the actions or omissions of the contracting authority, which are alleged to be inconsistent with the content of the request for quotation, contain a concise statement of charges, specify the request and indicate the factual and legal circumstances justifying the appeal.
3. The appeal shall be submitted to the Contracting Authority in electronic form within 2 days of the Contracting Authority's action constituting the basis for its lodging.
4. If the appeal is recognized as justified, the Contracting Authority repeats the action or performs an omitted action, informing the Economic Contractors about it.

17. PROTECTION OF INDIVIDUALS IN CONNECTION WITH THE PROCESSING OF PERSONAL DATA

Pursuant to Art. 13 sec. 1 and 2 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC (general regulation on data protection) (Journal of Laws UE L 119 of 04.05.2016, p. 1) the Contracting Authority informs that:

- the administrator of your personal data is the University of Environmental and Life Sciences in Wrocław;
- contact with the data protection officer at the University of Environmental and Life Sciences in Wrocław: iod@upwr.edu.pl , phone: +48 71 320 54 45.
- Your personal data will be processed on the basis of art. 6 sec. 1 lit. c) Regulation on the protection of personal data for the purposes related to the public procurement procedure conducted in the inquiry mode;
- the recipients of your personal data will be persons or entities to whom the documentation of the procedure for the Act on access to public information will be made available (Journal of Laws of 2016, item 1764, as amended),
- Your personal data will be kept for a period of 5 years from the date of completion of the proceedings,
- in relation to your personal data, decisions will not be made in an automated manner, in accordance with art. 22;
- You are entitled:
 - pursuant to art. 15 Regulation on the protection of personal data, the right to access your personal data concerning;
 - pursuant to art. 16 Regulation on the protection of personal data, the right to rectify your personal data *;
 - pursuant to art. 18 GDPR, the right to request the administrator to limit the processing of personal data, subject to the cases referred to in art. 18 sec. 2 Regulation on the protection of personal data **;
 - the right to lodge a complaint to the President of the Personal Data Protection Office, if you feel that the processing of your personal data violates the provisions of the Regulation on the protection of personal data;
- you are not entitled to:
 - in connection with Art. 17 sec. 3 lit. b, d or e GDPR, the right to delete personal data;
 - the right to transfer personal data referred to in art. 20 Regulation on the protection of personal data;
 - pursuant to art. 21 GDPR, the right to object to the processing of personal data, as the legal basis for the processing of your personal data is art. 6 sec. 1 lit. c Regulation on the protection of personal data.

* **Explanation:** *exercising the right to rectification may not result in a change in the result of the public procurement procedure or a change in the provisions of the contract to the extent inconsistent with the inquiry and may not violate the integrity of the protocol and its attachments.*

** **Explanation:** *the right to restriction of processing does not apply with regard to storage, to provide legal remedies or to protect the rights of another natural or legal person, or for reasons of important public interest of the European Union or a Member State.*

Attachments:

- Offer form - attachment no. 1
- Statement on the lack of grounds for exclusion - Appendix no. 2
- Agreement template - Appendix no. 3
- Technical parameters of the subject of the order – Appendix no. 4

IOCZZ000.272.3.2021

Appendix No 1 to Offer Inquiry

.....
Name and the address of the Economic Contractor

.....
/place and date/

Phone:, e-mail:

NIP (Tax Payer Identification):,

Regon (National Business Registry):

The Offer

By responding to the invitation to participate in the procedure conducted in the form of an inquiry concerning:

the delivery of the five identical accelerometers with the necessary auxiliary devices, carried out under the project „EPOS – European Plate Observing System (EPOS-PL+)”, TASK 5, Grant agreement No. POIR.04.02.00-00-C005/19-00.

in accordance with the requirements specified in the inquiry posted on the Ordering Party's website www.upwr.edu.pl.

1. WE OFFER the performance of the subject of the contract for the price¹:

net: PLN / EUR,
+ VAT due ...% in the amount of: PLN / EUR,
Total gross remuneration: PLN / EUR,

2. **We offer months of warranty** for the subject of the order (*fill in according to the information in chapter 14 of the Offer Inquiry*).

3. **The Economic Contractor declares that:**

- He has read the content of the Offer Inquiry and possible modifications, including the description of the subject of the contract and the contract template, and does not raise any objections to them and accepts the conditions contained therein and obtained all the information necessary to prepare the offer,
- considered to be bound by this offer for the time specified in the Offer Inquiry, i.e. for a period of 30 days from the deadline for submitting offers,
- the offer price includes all costs related to the performance of the contract,
- accepts the terms of payment for the order specified in the contract template,

¹ Jeśli Wykonawca ma siedzibę lub miejsce zamieszkania poza terytorium Polski, oraz jeśli na podstawie odrębnych przepisów, Wykonawca nie jest zobowiązany do uiszczenia podatku od towarów i usług w Polsce, Wykonawca musi wskazać w ofercie wyłącznie wartość netto (tj. nieobejmującą podatku od towarów i usług). W celu porównania ofert, do wartości netto, o której mowa w zdaniu poprzedzającym, Zamawiający doliczy podatek od towarów i usług w ustawowej wysokości.

- e) after the choice of his offer becomes final, he undertakes to conclude a contract in accordance with this offer under the conditions specified in the inquiry, at the place and date indicated by the Contracting Authority.

4. **Moreover, the Economic Contractor declares that:**

- a) **It is not** related to or **is not** a subsidiary, jointly dependent, or dominant entity in relation to the Contracting Authority within the meaning of the Accounting Act of 29 September 1994 (Journal of Laws of 2013, item 330, as amended),
- b) **It is not** an entity with the Contracting Authority in such a factual or legal relationship that may raise justified doubts as to the impartiality in choosing the supplier of goods or services, in particular, those who are married, the relationship of kinship or affinity up to the second degree, adoption, guardianship or guardianship, and also through membership in the bodies of the supplier of goods or services,
- c) **It is not** a related entity or a partner entity in relation to the Contracting Authority within the meaning of Commission Regulation (EU) No 651/2014,
- d) **It² is not** an entity related personally to the Contracting Authority within the meaning of Art. 32 section 2 of the Act of March 11, 2004 on tax on goods and services (Journal of Laws of 2011, No. 177, item 1054, as amended).

I indicate the following free and generally accessible database, in particular public registers within the meaning of the Act of February 17, 2005 on the computerization of the activities of entities performing public tasks (Journal of Laws of 2017, item 570 and of 2018, item 1000, 1544 and 1669) from which the Contracting Authority may download a current excerpt from the **relevant register or from the central register of information on economic activity** (issued not earlier than 6 months before the deadline for submitting offers ofert)³.

The offer was submitted on pages.

The following documents constitute an integral part of the offer:

1/

2/

....., date:

(Place)

.....
(signature (s) of authorized person (s) to represent
the Economic Contractor)

² Delete as appropriate

I0CZZ000.272.3.2021

Appendix No 2 to Offer Inquiry

.....
Name and the address of the Economic Contractor

DECLARATION OF NO GROUNDS FOR EXCLUSION

By joining the procedure conducted as part of the Inquiry regarding:

the delivery of the five identical accelerometers with the necessary auxiliary devices, carried out under the project „EPOS – European Plate Observing System (EPOS-PL+)”, TASK 5, Grant agreement No. POIR.04.02.00-00-C005/19-00

We declare that:

- 1) The Economic Contractor I represent is not related to the Contracting Authority by capital or person. Capital or personal ties are understood as interrelationships between the Ordering Party or persons authorized on behalf of the Contracting Authority or persons performing on behalf of the Contracting Authority activities related to the procedure of selecting the Economic Contractor and the Contractor, in particular:
 - a) participating in the company as a partner in a civil partnership or partnership,
 - b) owning at least 10% of shares or stocks, unless a lower threshold is required by law,
 - c) acting as a member of the supervisory or management body, proxy,
 - d) being married, in relationship of kinship or affinity in a straight line, kinship of the second degree or affinity in the lateral line or in relation to adoption, care, or guardianship.
- 2) The Economic Contractor I represent **does not have** such a factual or legal relationship with the Contracting Authority that may raise justified doubts as to impartiality,
- 3) The Economic Contractor I represent **did not directly perform activities** related to the preparation of the procedure or I used/did not use persons participating in these activities to prepare the offer,
- 4) in relation to the Economic Contractor whom I represent, **the liquidation has not been opened**, in the arrangement approved by the court in the restructuring proceedings it is provided that the creditors will be satisfied by liquidation of his assets or the court has ordered the liquidation of his assets pursuant to art. 332 sec. 1 of the Act of May 15, 2015 - Restructuring Law (Journal of Laws, item 978, as amended); **bankruptcy has not been announced**, with the exception of a contractor who, after the declaration of bankruptcy, concluded an arrangement approved by a legally valid court decision, if the arrangement does not provide for the satisfaction of creditors by liquidation of the bankrupt's assets, unless the court ordered the liquidation of his assets pursuant to Art. 366 paragraph. 1 of the Act of February 28, 2003 - Bankruptcy Law (i.e. Journal of Laws 2019, item 498);

....., dn.
(Place)

.....
(signature (s) of authorized person (s) to represent
the Economic Contractor)

IOZZ000.272.3.2021

Appendix No. 3 to the Offer Inquiry

Draft Agreement No. R0AP0000.271.60.2020

Concluded on March 29, 2016 by and between:

Wroclaw University of Environmental and Life Sciences
ul. C. K. Norwida 25, 50-375 Wroclaw, Poland

NIP: 896-000-53-54, Regon: 000001867

hereinafter referred to as **the Contracting Authority**

represented by:

and:

.....
NIP (Tax Payer Identification):, Regon (National Business Registry):

hereinafter referred to as **the Economic Contractor**

represented by:

The Economic Contractor declares that it has been entered in the register of businesses and states that the aforesaid entry is consistent with its current status.

The provisions of the Act of September 11, 2019 - Public Procurement Law (consolidated text - Journal of Laws of 2019, item 2019, as amended) shall not apply to the conclusion of the contract, based on the exclusion contained in Art. 2 sec. 1 point 1 of this Act:

§ 1

The Subject of the contract

1. **The subject of the contract is the delivery of the five identical accelerometers with the necessary auxiliary devices.**
The order is carried out under the project „EPOS – European Plate Observing System (EPOS-PL+)”, TASK 5, Grant agreement No. POIR.04.02.00-00-C005/19-00.
2. The subject of the contract will be made in accordance with the assumptions and parameters specified by the Contracting Authority in the Offer Inquiry and in the technical parameters of the subject of the contract.

§ 2

Economic Contractor's declaration

1. The Economic Contractor declares that he is entitled and has the necessary qualifications and capabilities to fully implement the subject of the contract.
2. The Economic Contractor declares that he is aware that he is subject to all control and verification activities undertaken by institutions authorized under the applicable law, and to audits.

§ 3

Economic Contractor's remuneration

1. The Economic Contractor undertakes to perform the subject of the contract in accordance with the offer for the amount of remuneration:

net: PLN / EUR,
+ VAT due% in the amount of: PLN / EUR,
Total gross remuneration: PLN / EUR,

being the maximum remuneration for the material scope specified in these proceedings.

2. The Contracting Authority allows the payment of remuneration in EUR. To convert the value of EUR into PLN, the Contracting Authority will use the average exchange rate of the National Bank of Poland (NBP) on the invoice date as the conversion rate.

3. The gross remuneration for the subject of the contract includes the total cost of delivery of the subject of the contract, including all costs related to the implementation of the task necessary for its implementation, including transport costs, all fees and taxes - applies to entities that are VAT payers, in accordance with the Tax Act. on goods and services..

§ 4

Date and place of delivery of the subject of the contract

1. The Economic Contractor undertakes to deliver the subject of the contract directly to the Contracting Authority - **Institute of Geodesy and Geoinformatics, ul. Grunwaldzka 53, 51-357 Wrocław - within 30 days** from the date of the contract.

§ 5

Implementation conditions

1. The contractor is obliged to deliver the subject of the order brand new, in the original manufacturer's packaging.
2. The collection will be carried out on the day the devices are put into operation at the place of delivery and after the online on-the-job training.
3. The receipt is confirmed by the acceptance protocol, which will be drawn up in 2 copies, 1 copy for each party and signed by both parties.
4. The Economic Contractor undertakes to provide the following documentation in Polish or English with the delivery of the subject of the contract:
 - 1) instructions in Polish or English - 1 pc,
 - 2) if the delivered devices are equipped with software, the user manuals and the documents confirming the software license must also be provided.It is allowed to submit documents in an electronic version or for the Economic Contractor to provide a website with links/addresses, where the required documents will be available.
5. The Economic Contractor is responsible for the subject of the order delivered by him until the Contracting Authority accepts it.
6. The Economic Contractor will insure the subject of the contract for the duration of the trip.

§ 6

Warranty and statutory warranty

1. The Economic Contractor will provide the contracting authority with months of warranty (*in accordance with the contractor's offer*).
2. In the event of non-compliance or deviations from the requirements specified in the description of the subject of the contract during the receipt, the Economic Contractor undertakes to immediately remove them or make changes to those consistent with the description of the subject of the contract within 7 days of receiving the notification at his own cost and risk. In this case, during the acceptance, the Ordering Party will draw up a report on the identified deviations in 2 copies, 1 for each party. This provision does not exclude the provisions regarding contractual penalties and withdrawal from the contract.
3. In the event that the subject of the contract does not have the properties specified in the description of the subject of the contract that prevent the use of the subject of the contract in accordance with its intended purpose, the shelf life will be counted from the date of receipt of the new product that meets the requirements of the Contracting Authority.
4. If during the warranty period any defects of the subject of the contract are revealed or detected, the Contractor is obliged to repair them free of charge or replace them with a defect free one. The time of repairing the reported defect or delivery of new equipment free from defects - **up to 30 working days** from the date of delivery of the Contracting Authority's complaint via e-mail.
5. In the event of two repairs of the same module or defects of the same type during the warranty period, the Economic Contractor is obliged to replace the equipment with a new one, this number does not include repairs resulting from improper use and force majeure.



6. The Economic Contractor is obliged to collect the defective subject of the contract from the Contracting Authority free of charge and deliver it repaired or free from defects within the time limit referred to in paragraph 4 at your expense and risk.
7. The Economic Contractor grants the Contracting Authority a statutory warranty period of 24 months for the subject of the contract. The statutory warranty period is counted from the date of handing over the subject of the order, i.e. from the date of signing the acceptance protocol.

§ 7

Terms of payment

1. The Contracting Authority undertakes to pay the payment for the delivery made by bank transfer to the Economic Contractor's account indicated in the invoice within 30 days from the date of delivery to the Contracting Authority of a correctly issued invoice, but not earlier than after the receipt referred to in §5
2. The amount of VAT must be in accordance with the applicable regulations on the date of performance of the subject of the contract.
3. The invoice must contain information such as: contract number on the basis of which the delivery was made. In the absence of an annotation on the invoice about the contract number, the Economic Contractor undertakes to provide a separate document attached to the invoice, which will include information about the contract number.
4. Contractors may submit invoices electronically. The Contracting Authority has an account on the PEF portal. Ordering Party's data: Type of PEF address: NIP; PEF address number: 8960005354.
5. The Contracting Authority declares that it will make the payment using the split payment mechanism.

§ 8

Renouncement of the contract

1. The Contracting Authority has the right to withdraw from the contract in the following cases:
 - 1) if the Economic Contractor performs his obligations improperly and despite the additional call of the Ordering Party, there has been no improvement in the performance of these obligations,
 - 2) if the Economic Contractor, despite being punished with the penalty referred to in §9 sec. 1-4 fails to properly fulfill its obligations,
 - 3) in the event of a material change in circumstances resulting in the performance of the contract not being in the public interest, which could not have been foreseen at the time of the conclusion of the contract, or further performance of the contract may endanger an essential interest of state security or public safety, the Contracting Authority may withdraw from the contract within 30 days from learning of these circumstances. In such a case, the Economic Contractor may only demand remuneration due for the performance of part of the contract,
 - 4) when the Economic Contractor performs the subject of the contract contrary to the provisions of the offer and this contract .
2. Withdrawal from the contract for the reasons set out in section 1 points 1), 2) and 4) is effective if the declaration of withdrawal from the contract will be submitted to the Economic Contractor within 10 days from the date the Contracting Authority becomes aware of the occurrence of circumstances authorizing him to withdraw from the contract.

§ 9

Contractual penalties

1. If the Economic Contractor does not meet the agreed deadline for the performance of the contract referred to in § 4 of the contract, he will be charged by the Contracting Authority with contractual penalties in the amount of 2% of the value of the undelivered subject of the contract for each day of delay.
2. If the Economic Contractor does not meet the agreed deadline for the removal of defects found on receipt, referred to in § 6 sec. 2 of the contract, will be charged by the Contracting Authority with



contractual penalties in the amount of 0.15% of the gross remuneration for each day of delay counted from the expiry of the deadline for removing defects, and if the delay lasts longer than 7 days, in the amount of 0.3% of the gross remuneration deliveries for each day of delay, above the 7th day of delay.

3. If the Economic Contractor does not meet the agreed deadline for the removal of identified defects, referred to in § 6 sec. 4 of the contract, will be charged by the Contracting Authority with contractual penalties in the amount of 0.15% of the gross remuneration for each day of delay counted from the expiry of the deadline for removing defects, and if the delay lasts longer than 7 days, in the amount of 0.3% of the gross remuneration deliveries for each day of delay, above the 7th day of delay.
4. If the Economic Contractor fails to deliver the ordered subject of the contract, the Contracting Authority has the right to purchase from another entity. In such a situation, the Contractor will be charged a penalty of 10% of the gross value for failure to deliver the subject of the contract.
5. In the event of withdrawal from the contract by the Contracting Authority or the Economic Contractor for reasons attributable to the Contractor, the Contractor shall pay the Contracting Authority a contractual penalty in the amount of 10% of the gross remuneration for the unrealized part of the delivery.
6. The parties reserve the right to claim supplementary compensation up to the amount of the actual damage suffered.
7. The Economic Contractor declares that he agrees to deduct any contractual penalties from the remuneration due to him.
8. The possible occurrence of any failures or random events at the Economic Contractor does not relieve him from the obligation to maintain the continuity of the delivery on the terms and conditions specified in the Inquiry and this contract.

§10.

Changes to the provisions of the contract

1. The Contracting Authority allows for changes to the contract in relation to the content of the offer, on the basis of which the Economic Contractor was selected, and specifies the terms of these changes by allowing the possibility of changes to the contract in the form of a written annex regarding in particular:
 - 1) it is allowed to change the order completion date in the following situations :
 - a) for reasons not attributable to the Economic Contractor,
 - b) for reasons attributable to the Contracting Authority,
 - c) due to force majeure,
 - 2) changes resulting from changes in generally applicable legal provisions in the scope affecting the implementation of the subject of the contract,
 - 3) it is allowed to change the provisions of the contract in relation to the content of the Contractor's offer in the scope and quality or other parameters of the materials offered in the offer, and such a change must be caused by:
 - a) unavailability of materials or equipment on the market resulting from the cessation of production or withdrawal from the market;
 - b) the emergence of newer generation materials or equipment on the market that allow to save the costs of the subject of the contract or the operating costs of the subject of the contract;
 - c) the appearance on the market of materials or equipment with better parameters than those indicated in the offer

- provided that the changes indicated in points a) - c) above do not result in an increase in the offer price.
2. The conditions for making changes referred to in section 1:
 - 1) initiating changes at the request of the Economic Contractor or the Contracting Authority,
 - 2) justification of the change by the correct implementation of the subject of the contract,
 - 3) in writing under pain of nullity in the form of an annex to the contract,
 - 4) the changes will not increase the Economic Contractor's remuneration, subject to paragraph 3.
 3. In the event of a statutory change in the VAT rate, the remuneration due to the Contractor shall be automatically adjusted by the amount of VAT resulting from the VAT rate applicable at the time the tax obligation arises. In this case, the amount of remuneration due to the Contractor is determined each time taking into account the current VAT rate applicable on the date of issuing the invoice (tax obligation arises).
 4. Any amendment to the contract made in breach of the above rules shall be invalidated.
 5. The Contracting Authority allows the contract to be amended as a result of changes in generally applicable legal provisions affecting the performance of the contract.

**§ 11.
Other provisions**

1. In matters not covered by this contract, the provisions of the Public Procurement Law and the Civil Code shall apply.
2. Disputes that may arise in connection with the performance of the contract, which cannot be settled amicably, will be resolved by the court competent for the seat of the Contracting Authority.
3. The Contractor undertakes to repair the damage caused to the Data Administrator as a result of the breach of personal data due to the Contractor's fault. In particular, it undertakes to cover the costs of the trial and legal representation incurred by the Data Administrator, as well as compensation for the benefit of the person affected.
4. The Contracting Authority undertakes to process the personal data provided to him by the Economic Contractor in accordance with applicable regulations and only in connection with the inquiry procedure and the execution of the order.
6. The contract was drawn up in three identical copies (two copies for the Contracting Authority, one for the Economic Contractor).
7. Integral attachments to this agreement are:
 - Economic Contractor's offer form,
 - Technical parameters of the subject of the contract.

CONTRACTING AUTHORITY

ECONOMIC CONTRACTOR

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10CZZ000.272.3.2021

Appendix No. 4 to Offer Inquiry

(stamp of the Economic Operator)

TECHNICAL PARAMETERS OF THE SUBJECT MATTER OF THE CONTRACT

Name and address of the Economic Contractor:

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Name and type (manufacturer) of the equipment offered:

.....

Name of the subject matter of the contract: Purchase of five identical accelerometers and necessary ancillary equipment within the project "EPOS - European Plate Observation System (EPOS-PL+)", Grant Agreement no POIR.04.02.00-00-C005/19-00			
No.	Technical specifications	Parameters required by the contracting authority	Offered parameters (to be filled in by the Economic Contractor) *
1.	2.	3.	4.
ACCELEROMETER			
1.	Power supply voltage	5 – 36 VDC	
2.	Available operating modes	The device must be able to work in continuous mode or on the occurrence of a defined trigger.	
3.	Device time synchronization	The device should provide the ability to synchronize time with GPS time via an external time server or using an external GNSS antenna	
4.	Passband	From DC-300 Hz to DC-1600 Hz	
5.	Noise generated by the device	The noise of the device should be in the range from $0.5\mu\text{g}/\sqrt{\text{Hz}}$ to $6\mu\text{g}/\sqrt{\text{Hz}}$	
6.	Measurement range	The device shall be capable of operating in the range of -2g to +2g and in the range of -3g to +3g	



7.	Dynamic range	From 100 dB to 156 dB	
8.	Device accuracy	2.5V/g to 3.5V/g for operation from -2g to +2g and 0.9V/g to 1.9V/g for operation from -3g to +3g	
9.	Accelerometer operating temperature	The device should ensure operation in a temperature range from -20°C to +60°C	
10.	Length of power cable	5 metres	
DIGITIZER			
11.	Number of acceleration channels measured	not less than 3	
12.	Sampling rate	From 50 Hz to 400 Hz	
13.	Analogue to digital converter	From 24 to 48 bit	
14.	Power supply voltage	5-36 V	
15.	Digitizer operating temperature	The device should ensure trouble-free operation within the temperature range from -20°C to +60°C	
16.	Memory card	industrial memory card from 64 GB to 128 GB	
17.	Data storage capabilities	possibility to record continuous and triggered data	
18.	Data recording format	miniSEED	
DEVICE DATA TRANSFER			
19.	Device ports	Ethernet	
20.	Support for data exchange protocols	The device should support the following data exchange protocols: SSH, FTP, SFTP, HTTP	
21.	Method of management	Possibility to operate the device via WEB interface	
22.	GPS or GNSS time synchronization with internal GPS or GNSS receiver	If the offered device is equipped with an internal GPS or GNSS receiver for time synchronization, the ordering party requires delivery of a dedicated GPS or GNSS antenna with a dedicated cable of at least 5 m length	
ADDITIONAL REQUIREMENTS			
23.	Weight of accelerometer including digitizer	from 1,5 kg to 3 kg	
24.	Dimensions of the device	The device should be no larger than 17 cm in diameter and no higher than 17 cm	
25.	Water and dust resistance	IP67 or equivalent	
26.	Warranty	The equipment shall be covered by a guarantee of 3 to 5 years	
27.	The price must include	- software necessary to operate the device and to manage and convert data	



		- a detailed operating manual in English - all components necessary to operate the device - shipping cost	
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* The Economic Contractor is obliged to provide all required parameters in column 3. It is allowed to confirm the offered parameters with the word "YES" only in the case of parameters which require confirmation.

..... day of.....
/ Place/

.....
*Signature(s) of person(s) authorized to
to representation*