

Intermunicipal Waste Disposal Complex ProNatura Sp. z o. o.
Ernst Peterson str. 22, 85-862 Bydgoszcz
POLAND

Tel. + 48 (52) 522 20 58

e-mail: biuro@pronatura.bydgoszcz.pl

Reference number assigned to the case by the

Ordering Party

MKUO ProNatura ZP/NO/30/24

DETAILED TERMS OF THE ORDER
(DTO/SWZ)

in public procurement proceedings - classic procurement conducted under Open Tender (OT).

Delivery and replacement of a generator at the Municipal Waste Thermal Processing Plant (ZTPOK) in Bydgoszcz at 22 Ernst Peterson Street

The value of the contract is equal to or exceeds the value of the EU thresholds referred to in Art. 3 section 1 point 1 of the Act of September 11, 2019 Public Procurement Law (consolidated volume: Journal of Laws of 2023, item 1605, as amended, hereinafter referred to as PZP)

This specification contains 63 pages.

Approved:

Konrad Mikołajski - President of the Management Board

Jarosław Bańkowski - Vice-President of the Management Board

Bydgoszcz, June 21, 2024

PART I
GENERAL PROVISIONS

1. Name and address of the Ordering Party

Intermunicipal Waste Disposal Complex ProNatura Sp. z o. o.

Address: 85-862 Bydgoszcz, E. Peterson str.22

POLAND

TIN 953-255-97-41, REGON 340378577, BDO 000010322

tel.: + 48 (52) 522 20 58

e-mail: biuro@pronatura.bydgoszcz.pl

www.pronatura.bydgoszcz.pl

This order concerns the selection of the Contractor for the task of Open Tender, as below:

Delivery and replacement of a generator at the Municipal Waste Thermal Transformation Plant (ZTPOK) in Bydgoszcz at 22 Ernst Peterson Street

This order constitutes an order with a value equal to or exceeding the EU thresholds, referred to in Art. 3 section 1 point 1 of the PZP Act of September 11, 2019, Public Procurement Law (consolidated volume: Journal of Laws of 2023, item 1605, as amended, hereinafter referred to as PZP).

2. Procedure for awarding the contract.

- 2.1 The public procurement procedure is conducted in the form of an Open Tender, pursuant to Art. 132 PZP.
- 2.2 The procedure is available on the website of the ongoing tender procedure <https://platformazakupowa.pl/transakcja/941796>, from the date of publication of the announcement in the Official Journal of the European Union until the end of the procedure (not earlier than until the date of Contractor's selection/ awarding the contract).
- 2.3 **The language of the contract award procedure is Polish. All correspondence exchanged between the Contractors and the Ordering Party will be conducted in Polish. The Ordering Party provides the Contractor with the translation of the documents regarding the **Delivery and replacement of a generator at the Municipal Waste Thermal Transformation Plant (ZTPOK) in Bydgoszcz at 22 Ernst Peterson Street; however in terms of any inconsistencies, the valid and binding shall be Polish version.****
- 2.4 The Ordering Party recommends that all correspondence related to this procedure be marked with the procedure number, i.e. MKUO ProNatura ZP/NO/30/24.

3. Orders referred to in Art. 214 section 1 point 7 and 8 of the PZP

The Ordering Party does not contemplate granting the possibility of awarding contracts referred to in Art. 214 section 1 point 8 of the Public Procurement Law.

4. Framework agreements and electronic auctions

The Ordering Party does not consider concluding a framework agreement or conducting an electronic auction.

5. Variant and partial offers

- 5.1 The Ordering Party does not allow the possibility of submitting a variant offer.
- 5.2 The Ordering Party does not allow the possibility of submitting a partial offer.

6. Deadline for order completion

Order completion date: up to 426 days from the date of signing the contract.

7. Draft provisions of the public procurement contract that will be included in the content of this contract.

The draft provisions of the public procurement contract that will be incorporated into the content of this contract are set out in Annex No. 6 to the DTO/SWZ.

8. Abbreviations used:

- 1) PZP - Act of September 11, 2019. Public Procurement Law (consolidated volume: Journal of Laws of 2023, item 1605, as amended)
- 2) Regulation - Regulation of the Minister of Development, Labor and Technology of December 23, 2020, regarding subjective means of evidence and other documents or declarations that the contracting authority may request from the contractor (consolidated text: Journal of Laws of 2020, item 2415, as amended).
- 3) JEDZ – Single European Procurement Document, constituting the declaration in question in art. 125 section 1 PZP
- 4) Platform - purchasing platform operated by Open Nexus Sp. z o. o., through which the Ordering Party conducts the contract award procedure.
https://platformazakupowa.pl/mkuo_pronatura/aukcje

9. Admissibility of solutions equivalent to those indicated by the Ordering Party

All proper names, standards, approvals, technical specifications, technical reference systems, required certificates, etc. used in this DTO/SWZ and its annexes, including trade names, designations or trademarks, patents, designations of origin, source or specific process characterizing the product or service provided by a specific contractor, and which may have appeared in the DTO/SWZ and its annexes, constitute only examples of applications or requirements and should be understood each time as marked with the note "or equivalent".

The contractor who refers to solutions equivalent to those described by the Ordering Party is obliged to demonstrate that the supplies he offers meet the requirements specified by the Ordering Party.

PART II SUBJECT OF THE ORDER

1. The subject of the order is the delivery and replacement of a generator at the Municipal Waste Thermal Transformation Plant (ZTPOK) in Bydgoszcz at 22 Ernst Peterson Street to the extent and under the conditions specified in Annex 1 to the SWZ/DTO.
2. The contractor may submit one offer.
3. If at least one non-rejectable offer is not submitted, the proceedings will be invalidated.
4. Name and code specified in the Common Procurement Vocabulary are, as follows:

CPV code	Name
31120000-3	generators

5. ON-SITE VISIT/INSPECTION

The Ordering Party plans to carry out a mandatory on-site visit on July 10, 2024 at 10.00.

Meeting point: 22 Ernst Peterson Street, 85-862 Bydgoszcz.

ATTENTION! Contractors' offers submitted without completing the mandatory on-site visit will be rejected pursuant to Art. 226 section 1 point 18 of the Public Procurement Law.

PART III ENTITY QUALIFICATION OF CONTRACTORS INFORMATION ON THE SUBJECT MEANS OF EVIDENCE

1. Conditions of participation in the proceedings. Resource sharing

1.1 Contractors who meet the conditions for participation in the procedure specified in the contract notice and this SWZ at the level required by the Ordering Party in accordance with the description in point 1.2 may apply for the award of the contract, and not being subject to exclusion due to failure to meet the conditions referred to in Art. 108 PZP, for the reasons indicated in Art. 7 of the Act of April 13, 2022 on special solutions for counteracting support for aggression against Ukraine and for the protection of national security (consolidated text: Journal of Laws of 2024, item 507), Art. 5k of Council Regulation (EU) No. 833/2014 of 31 July 2014 concerning restrictive measures in connection with Russia's actions destabilizing the situation in Ukraine (OJ EU No. L 229 of 31/07/2014, p. 1) or for reasons, indicated in part III, point 2.2 of this DTO/SWZ in connection with Article 109, section 1 PZP.

1.2 Contractors who meet the following conditions may apply for the award of the contract:

1) **Ability to appear in business transactions**

The ordering party does not set any specific requirements in this regard.

2) **Authorization to conduct specific business or professional activities, provided that this may result from separate regulations**

The ordering party does not set any specific requirements in this regard.

3) **Economic and financial situation**

The ordering party does not set any specific requirements in this regard.

4) **Technical or professional capacity**

To confirm compliance with the above-mentioned condition The contractor applying for the order must demonstrate:

To confirm the fulfillment of the condition, the Contractor applying for the order must present deliveries in the last 5 years before the deadline for submitting offers, and if the period of operation is shorter - during this period, at least 3 generators with a power of not less than 16,000 kVA and a rated voltage not lower than 11 kV each. The condition will be assessed on the basis of the submitted declaration and documents.

1.3. Description of the method of assessing whether the conditions are met.

1) The conditions required from Contractors will be checked on the basis of documents and declarations submitted with the offer and at the request of the Ordering Party, in accordance with the "meets / does not meet" formula. The contractor must meet all the conditions set out by the Ordering Party.

2) Failure to meet or demonstrate the fulfillment of any condition or lack of grounds for exclusion (failure to submit, within the prescribed deadline, the declaration referred to in Article 125(1) or subjective evidence confirming the lack of grounds for exclusion or the fulfillment of the conditions for participation in the proceedings, the subject evidence, or other documents or statements) will be the reason for rejecting the Contractor's offer.

3) In the case of amounts reported in foreign currencies, the average National Polish Bank exchange rate applicable on the date of publication of the announcement should be used to calculate revenue, value of deliveries, financial resources or creditworthiness of the contract in the Official Journal of the European Union. The Ordering Party will adopt the same exchange rate when converting any other financial data confirming the fulfillment of the SWZ conditions.

2. Grounds for exclusion

2.1 Contractor is excluded from the contract award procedure, subject to Art. 110 section 2 PZP, if:

1) Contractor is being a natural person who has been validly convicted of a crime:

- a) participation in an organized criminal group or association aimed at committing a crime or a fiscal offense referred to in Art. 258 of the Penal Code,
- b) trafficking in human beings referred to in Art. 189a of the Penal Code,
- c) referred to in Art. 228–230a, art. 250a of the Penal Code, in art. 46-48 of the Act of 25 June 2010 on sport (consolidated volume: Journal of Laws of 2023, item 2048) or in Art. 54 section 1-4 of the Act of 12 May 2011 on the reimbursement of medicines,

- foodstuffs intended for particular nutritional uses and medical devices (consolidated text: Journal of Laws of 2023, item 826, as amended),
- d) financing of a terrorist offense referred to in Art. 165a of the Penal Code, or the crime of preventing or hindering the determination of the criminal origin of money or concealing its origin, as referred to in art. 299 of the Penal Code,
 - e) of a terrorist nature referred to in Art. 115 §20 of the Penal Code, or intended to commit the crime,
 - f) entrusting work to a minor foreigner referred to in Art. 9 section 2 of the Act of 15 June 2012. on the effects of entrusting work to foreigners staying in the territory of the Republic of Poland contrary to the regulations (consolidated volume: Journal of Laws of 2021, item 1745, as amended),
 - g) against business transactions referred to in Art. 296–307 of the Penal Code, the crime of fraud referred to in Art. 286 of the Penal Code, crime against the reliability of documents referred to in Art. 270-277d of the Penal Code, or a fiscal offence,
 - h) referred to in Art. 9 section 1 and 3 or art. 10 of the Act of 15 June 2012. on the consequences of entrusting work to foreigners staying in the territory of the Republic of Poland contrary to the regulations - or for an appropriate prohibited act specified in the provisions of foreign law;
- 2) an incumbent member of Contractor's management or supervisory body, a partner in a general partnership or professional partnership, or a general partner in a limited partnership or limited joint-stock partnership or a commercial proxy has been validly convicted of the offense referred to in point 1).
 - 3) against whom a final court judgment or final administrative decision has been issued regarding arrears with the payment of taxes, fees or social security or health insurance contributions, unless the contractor has made the payments due before the deadline for submitting applications to participate in the procedure or before the deadline for submitting offers, taxes, fees or social security or health insurance contributions together with interest or fines; or has entered into a binding agreement on the repayment of these liabilities;
 - 4) who has been legally banned from applying for public procurement contracts
 - 5) if the contracting authority can state, on the basis of reliable premises, that the Contractor has concluded with other Contractors an agreement aimed at distorting competition; in particular, if , belonging to the same capital group within the meaning of the Act of February 16, 2007 on competition and consumer protection, they submitted separate offers, partial offers or applications to participate in the proceedings - unless they demonstrate that they prepared these offers or applications independently of each other;
 - 6) if, in the cases referred to in Art. 85 section 1 of the PZP, there was a distortion of competition resulting from the previous involvement of the contractor or an entity that belongs to the same capital group with the contractor within the meaning of the Act of February 16, 2007 on competition and consumer protection, unless the resulting distortion of competition can be eliminated in another way than by excluding the economic operator from participation in the contract award procedure.
 - 7) to which apply the provisions of Art. 7 of the Act of April 13, 2022 on special solutions for counteracting support for aggression against Ukraine and for the protection of national security (consolidated volume: Journal of Laws of 2024, item 507), i.e. the Contractor:
 - a) listed in the lists set out in Council Regulation (EU) No. 765/2006 of 18 May 2006 concerning restrictive measures in view of the situation in Belarus and the participation of Belarus in Russia's aggression against Ukraine (OJ EU L 134 of 20/05 .2006, as amended, hereinafter referred to as Regulation 765/2006) and Council Regulation (EU) No. 269/2014 of 17 March 2014 on restrictive measures in respect of activities undermining or threatening the territorial integrity, sovereignty and independence of Ukraine (Journal of Laws. EU L 78 of 17/03/2014, as amended, hereinafter referred to as Regulation 269/2014) or entered on the list on the basis of the decision on entry on the

list deciding on the application of the measure referred to in Art. 1 point 3 of the above-mentioned Act;

- b) whose real beneficiary within the meaning of the Act of March 1, 2018 on counteracting money laundering and terrorism financing (consolidated text: Journal of Laws of 2022, item 593, as amended) is a person listed in the lists specified in the regulation 765/2006 and Regulation 269/2014 or entered on the list - or being such a beneficial owner as of February 24, 2022, provided that they entered on the list on the basis of a decision on the application of the measure referred to in Art. 1 point 3 of the above-mentioned Act;
 - c) whose parent company within the meaning of Art. 3 section 1 point 37 of the Act of 29 September 1994 on Accounting (Journal of Laws of 2021, items 217, 2105 and 2106) is an entity listed in the lists specified in Regulation 765/2006 and Regulation 269/2014 or entered on the list ,or being such a parent entity since February 24, 2022, provided that was entered on the list on the basis of the decision on the application of the measure referred to in Art. 1 point 3 of the above-mentioned Act;
- 8) To which Art. 5k of Council Regulation (EU) No. 833/2014 of 31 July 2014 concerning restrictive measures in connection with Russia's actions destabilizing the situation in Ukraine (OJ EU No. L 229 of 31/07/2014, p. 1), hereinafter referred to as: Regulation 833/2014, as amended by Council Regulation (EU) 2022/576 amending Regulation (EU) No. 833/2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine (OJ EU No. L 111 of 8.4 .2022, page 1), hereinafter referred to as Regulation 2022/576, i.e. the contractor:
- a) being a Russian citizen or a natural or legal person, entity or body with its registered office in Russia
 - b) being a legal person, entity or body whose ownership rights directly or indirectly belong to the entity referred to in point (a) in more than 50%., or
 - c) being a natural or legal person, entity or body acting on behalf of or under the supervision of the entity referred to in point a) or b) of this point.

2.2 The Ordering Party considers exclusion of the Contractor in the following cases: referred to in Art. 109 section 1 PZP:

- in respect of whom liquidation has been opened, bankruptcy has been declared, whose assets are managed by a liquidator or a court; has entered into an arrangement with creditors, whose business activity is suspended or is in another situation of this type resulting from a similar procedure provided for in the regulations of the place of initiation of this procedure.

2.3 The contractor may be excluded by the Ordering Party at any stage of the contract award procedure.

2.4 The Ordering Party provides for the exclusion of entities providing resources under Art. 118 PZP for the same reasons as the Contractors and for the reasons referred to in section 2.1. point 8) above - also subcontractors or suppliers if they account for more than 10% of the order value.

3. Contractors acting together

Contractors may apply jointly for the award of a contract:

- 1) If a joint offer is submitted by separate entities, the joint applicants for the award of the contract should appoint a representative to represent them in the contract award procedure or to represent them in the procedure and conclusion of the contract.
- 2) All correspondence will be conducted only with the representative.
- 2) Conditions under Art. 117 section 1 PZP specified by the Ordering Party in Part. III section 1 point 1.2. SWZ may be met jointly, with the reservation that in relation to the condition of technical and professional capacity in the part covering the Contractor's experience - at least one of the Contractors, jointly applying for the award of the contract, should have the required experience.

- 3) None of the Contractors applying jointly for the award of the contract may be excluded for the reasons indicated in section III point 2 of this SWZ.
- 4) Contractors applying jointly for this order, whose offer is selected, before signing the contract for the implementation of the order, are obliged to provide the Ordering Party with a copy of the contract, containing in its content the regulation of the cooperation of these Contractors for the purposes of this procedure.

4. Sharing resources

- 1) The contractor relying on the technical or professional abilities or financial or economic situation of other entities in order to confirm compliance with the conditions for participation in the procedure (in relation to the contract or part thereof) is obliged to prove that when implementing the contract he will have the necessary resources of these entities, in particular by presenting for this purpose, together with the offer, an obligation of these entities to provide the necessary resources for the purpose of performing the order or another subjective means of evidence, specifying in particular:
 - a. the scope of resources of the entity providing the resources available to the Contractor;
 - b. the manner and period of making available to the contractor - and his use of - the resources of the entity providing these resources in the execution of the public procurement;
 - c. whether and to what extent the entity providing resources, on whose capabilities the Contractor relies in relation to the conditions of participation in the proceedings regarding education, professional qualifications or experience, will perform the deliveries to which the indicated capabilities apply.
- 2) If the technical or professional capabilities or the economic or financial situation of the entity referred to above do not confirm that the Contractor meets the conditions for participation in the proceedings or there are grounds for exclusion of these entities, the ordering party demands that the contractor, within the deadline specified by the ordering party:
 - a) replaced this entity with another entity or entities or
 - b) has undertaken to personally perform the relevant part of the order if he demonstrates the technical or professional abilities or financial or economic situation referred to in this SWZ.
- 3) With regard to the conditions regarding education, professional qualifications or experience, Contractors may rely on the capabilities of other entities if these entities perform services/construction works for which these capabilities are required. The Ordering Party stipulates that in the event that the Contractor relies on the capabilities of a third party in relation to the condition of technical and professional capacity in the part covering the Contractor's experience, the proof of required experience should be provided by the Contractor or the third party itself.
- 4) The entity that has undertaken to make resources available is jointly and severally liable with the contractor who relies on its financial or economic situation for any damage suffered by the ordering party resulting from the failure to make these resources available, unless the entity is not at fault for the failure to make the resources available.
- 5) If the technical or professional capabilities, economic or financial situation of the entity providing resources do not confirm that the economic operator meets the conditions for participation in the procedure or there are grounds for exclusion of this entity, the contracting authority demands that the contractor replace this entity with another entity or entities within the time limit specified by the contracting authority or has demonstrated that it independently meets the conditions for participation in the proceedings.
- 6) The Ordering Party reserves the following key tasks to be performed personally by the Contractor (Article 121 of the Public Procurement Law):
Installation of the delivered generator at **Municipal Waste Thermal Processing Plant (ZTPOK)**

5. List of subjective means of evidence, other documents and statements.

- 1) Each Contractor must attach to the offer the current JEDZ (as for the date of submission of offers), please find the template attached as Annex No. 3 to the SWZ, and a declaration, the template of which is also attached. No. 3a to SWZ. The JEDZ will constitute evidence confirming that the Contractor is not subject to exclusion and meets the conditions for participation in the procedure on the date of submission of offers, temporarily replacing the subjective means of evidence required by the Ordering Party.
- 2) In the event of a joint application for the order by JEDZ contractors, the declaration referred to in point 1 shall be submitted by each of the Contractors jointly applying for the order. This declaration is intended to confirm the lack of grounds for exclusion and the fulfillment of the conditions for participation in the proceedings to the extent that each of the Contractors demonstrates the fulfillment of the conditions for participation in the proceedings. **Contractors jointly applying for the award of a contract will attach to their offer a declaration to the extent in accordance with Art. 117 section 2-3 of the PZP, which states which activities will be performed by individual contractors¹.**
- 3) The contractor who intends to entrust subcontractors known at the time of submitting the offer with the performance of a part of the contract exceeding 10% of its contract value, in order to demonstrate that there are no grounds for their exclusion from participation in the proceedings, submits a declaration, the template of which is attached as Annex No. 3a to the SWZ, regarding subcontractors. If the subcontractor is not known at the time of submitting offers, the Contractor shall submit declarations regarding them no later than when the subcontractor is indicated to the Ordering Party.
- 4) The contractor who relies on the capabilities or situation of entities providing resources in order to demonstrate that there are no grounds for exclusion against them and that they meet - to the extent that they rely on their resources - the conditions for participation in the proceedings, submits the JEDZ referred to in point 1 regarding these entities² and a declaration, the template of which is attached as Annex No. 3b to the SWZ (signed by the entity providing the resources).
- 5) Before selecting the most advantageous offer, the Ordering Party will call on the Contractor whose offer was rated the highest to submit the following subjective evidence, valid as at the date of submission, within a specified period of no less than 10 days:
 - a) In order to demonstrate compliance with the conditions for participation in the proceedings:
 - a. **Ability to appear in business transactions**
The ordering party does not impose any requirements in this regard.
 - b. **Authorization to conduct specific business or professional activities, provided that this results from separate regulations**
The ordering party does not impose any requirements in this respect.
 - c. **Economic and financial situation**
The ordering party does not impose any requirements in this respect.
 - d. **Technical or professional capacity**
To confirm compliance with the conditions for participation in the procedure in this respect, the Ordering Party will call on the Contractor to submit:
 - a list of supply orders performed, and in the case of repeated or continuous services also being performed, during the last 5 years, and if the period of running the business is shorter - during this period, along with their value, subject matter, dates of execution and entities to which the supply deliveries were made or are being made, and attaching evidence specifying whether these deliveries have been made or are being made properly; the evidence in question being references or other documents prepared by the entity to which the deliveries were made, and in the case of recurring or continuous works being made, and if the contractor is unable to obtain these

¹Applies to proceedings in which a condition for participation in the proceedings is related to the authorization to conduct a specific business or professional activity or regarding education, professional qualifications or experience

²Applies to proceedings in which a condition for participation in the proceedings was imposed

documents for reasons beyond their control - a declaration by the contractor; in the case of repeated or continuous services that are still being provided, references or other documents confirming their proper performance should be issued within the last 3 months.

- b) In order to demonstrate lack of grounds for exclusion from the proceedings for the reasons referred to in Art. 108 section 1 PZP in connection with part III point 2.1. of this SWZ or 109 section 1 point 4 of the PZP in connection with part III point 2.2 and for the reasons referred to in the Act of April 13, 2022 on special solutions for counteracting support for aggression against Ukraine and for the protection of national security or the Regulation in connection with part III point 2.1. sub-points 7 and 8, the Ordering Party will request submissions regarding the Contractor, Contractors applying for the joint award of the contract, and the entity referred to in Art. 118 PZP, on whose abilities or situation the Contractor relies:
 - a. information from the National Criminal Register regarding:
 - art. 108 section 1 point 1 and 2 of the PZP in connection with part III point 2.1 points 1) and 2) of this SWZ
 - art. 108 section 1 point 4 of the PZP in connection with part III point 2.1 points 4) this SWZ regarding the prohibition to apply for a public procurement contract as a punitive measure,
 - prepared no earlier than 6 months before its submission;
 - b. declarations of the contractor, within the scope of Art. 108 section 1 point 5 of the PZP in connection with part III point 2.1 points 5) of this SWZ, on the lack of membership in the same capital group within the meaning of the Act of February 16, 2007 on competition and consumer protection (consolidated text: Journal of Laws of 2023, item 1689, as amended), with another contractor who submitted a separate offer, partial offer or application to participate in the procedure, or a declaration of belonging to the same capital group together with documents or information confirming the preparation of the offer, partial offer or application to participate in the procedure, regardless of other contractor belonging to the same capital group. Does not apply to the entity referred to in Art. 118 PZP, on whose abilities or situation the Contractor relies.
 - c. the contractor's declaration on the validity of the information contained in the JEDZ, regarding the grounds for exclusion from the procedure indicated by the Ordering Party, referred to in:
- 3) art. 108 section 1 point 3 of the PZP in connection with part III point 2.1 points this SWZ,
 - art. 108 section 1 point 4 of the PZP in connection with part III point 2.1 points 4) of this SWZ, regarding the prohibition of applying for a public procurement contract as a preventive measure,
 - art. 108 section 1 point 5 of the PZP in connection with part III point 2.1 points 5) of this SWZ Act, regarding concluding an agreement with other contractors aimed at distorting competition,
 - art. 108 section 1 point 6 of the PZP in connection with part III point 2.1 points 6) of this SWZ.
 - a. an extract or information from the National Court Register or the Central Registration and Information on Business, within the scope of Art. 109 section 1 point 4 of the PZP in connection with part III point 2.2. of this SWZ, prepared no earlier than 3 months before its submission, if separate regulations require entry in the register or records.
- 4) In order to confirm that the person acting on behalf of the contractor (contractors applying for a joint contract award or the entity providing resources, respectively) is authorized to represent him, the ordering party requests that the contract be submitted together with the offer of:
 - a) an extract or information from the National Court Register, the Central Registration and Information on Business or other relevant register, unless the Ordering Party can obtain them using free and publicly available databases, provided that the contractor has provided data

enabling access to these documents.

- b) Authorization document or other document confirming the authorization to represent the contractor - if the authorization of this person to represent the entity does not result from the documents referred to in point a) above.

Such Authorization should be prepared in electronic form and bear a qualified electronic signature. If the document was prepared in paper form and signed with a handwritten signature, the contractor submits a digital reproduction of the document with a qualified electronic signature. The compliance of the digital reproduction with the paper document is certified by persons authorized to represent the contractor or a notary (in accordance with § 7 of the Regulation, Journal of Laws of 2020, item 2452).

The Ordering Party points out that the proxy should be authorized to take actions before they are taken (the date and time of signing the authorization should be placed earlier than the date and time of submitting the offer or other documents submitted by the proxy);

- c) in the case of a person acting on behalf of contractors jointly applying for a public contract - authorization in accordance with the provisions of point b) above.

6. Contractors - entities providing resources or subcontractors based abroad

- 1) If the Contractor (respectively - a contractor jointly applying for the award of a contract, an entity providing resources or a subcontractor) has its registered office or place of residence outside the Republic of Poland, instead of the documents referred to in Part III, section 5 point 5) b):

a) they are allowed to submit excerpt from an appropriate register, such as a court register, or in the absence of such a register, another equivalent document issued by the competent judicial or administrative authority of the country where the economic operator has its registered office or place of residence or the place of residence of the person to whom the information or document relates, to the extent specified in part III section 5 point 5) b) let a. this SWZ; issued no earlier than 6 months before their submission;

b) they are allowed to submit a document or documents issued in the country where the contractor has its registered office or place of residence or the place of residence of the person to whom the document relates, no earlier than 3 months before their submission, confirming respectively that:

- their liquidation proceedings have not been commenced, bankruptcy has not been declared, their assets are not managed by a liquidator or a court, they have not entered into an arrangement with debt collectors, their business activities are not suspended and they are not in any other situation of this type resulting from a similar procedure provided for in the law of the place where the procedure was initiated .

- 2) If in the country where the contractor has its registered office or place of residence, or the place of residence of the person to whom the information or document relates, the documents referred to in point 1 above are not issued, or if these documents do not refer to all cases, referred to in Art. 108 section 1 point 1, 2 and 4 of the PZP, they shall be replaced, respectively, in whole or in part, by a document containing, respectively, a declaration of the contractor, indicating the person or persons authorized to represent them, or a declaration of the person to whom the document was to refer, made under oath; or if in the country in which the contractor has its registered office or place of residence or the place of residence of the person to whom the information or document relates, there are no provisions on a declaration under oath, submitted before a judicial or administrative body, a notary, a professional or economic self-government body competent for the seat or the place of residence of the contractor or the place of residence of the person to whom the information or document relates, issued on dates no earlier than those indicated in point. 1 letter a) or b) above.

7. Miscellaneous

- 1) To the extent not regulated by the SWZ, the provisions of the Regulation apply.

- 2) If the Contractor does not submit the declaration referred to in Art. 125 PZP, subjective means of evidence, other documents or declarations submitted in the proceedings, or they are incomplete or contain errors, the Ordering Party will request their resubmission, supplementation or correction within the deadline specified by the Ordering Party, unless, despite their resubmission, the Contractor's offer would be subject to rejection or necessary invalidation of the proceedings. The ordering party may also, within the deadline set by it, request explanations regarding the content of the declaration referred to in Art. 125 PZP or subjective means of evidence.
- 3) If it is necessary to ensure the proper course of the contract award procedure, the Ordering Party may, at any stage of the procedure, call on the Contractors to submit all or some of the subjective evidence, and if there are justified grounds for considering that the subjective evidence previously submitted is no longer valid, to submit all or some of the subjective evidence valid as of the date of their submission.
- 4) Subjective means of evidence and other documents or declarations referred to in the Regulation and this SWZ (including the Authorizations referred to in section 5 point 6 above) are submitted in accordance with §15 of the Regulation.

8. Information about the means of evidence in question

- 8.1 In the case in which according to point 8.2, the Ordering Party would request the evidence in question:
 - 1) the evidence in question must be submitted together with the offer
 - 2) if the Contractor does not submit the evidence or the evidence submitted is incomplete, in accordance with Art. 107 section 2 of the PZP, the Ordering Party provides for the possibility of submitting or supplementing the evidence in question (other than that submitted to confirm compliance with the features or criteria specified in the description of the offer evaluation criteria), at the request of the Ordering Party within the deadline set by the Ordering Party, unless, despite the resubmission of the evidence in question, the offer is subject to rejection, or there are grounds for invalidating the proceedings.
 - 3) The ordering party may request explanations from contractors regarding the content of the evidence in question.
- 8.2 The Ordering Party requests the submission of the following evidence together with the offer in order to confirm that the offered supplies meet the requirements, features or criteria specified by the Ordering Party (including offer evaluation criteria):
 - 1) In the scope of labels referred to in Art. 104 PZP, to confirm compliance with the required environmental, social or other features:
 - **The Ordering Party does not require the presentation of the labels referred to in Art. 104 PZP**
 - 2) in the scope of certificates referred to in Art. 105 PZP, in order to confirm compliance of the offered supplies with the requirements, features or criteria specified in the description of the subject of the contract or the offer evaluation criteria, or requirements related to the implementation of the contract, the ordering party:
 - **The Ordering Party does not require the presentation of label certificates referred to in Art. 105 PZP**
 - 3) in the scope of other means of evidence (Article 106 of the Public Procurement Law)
 - **The Ordering Party does not require the submission of other pieces of evidence referred to in Art. 106 PZP**

PART IV

RULES FOR PREPARING AN OFFER AND PRICE CALCULATION

1. **Description of the method of preparing the offer - formal requirements**
 - 1.1 The offer should include and contain:

- 1) Offer form drafted in accordance with the template included in Annex 2 to the SWZ together with all the annexes referred to in point 2.
- 2) Single European Procurement Document (ESPD) in accordance with the template included in Annex No. 3 to the SWZ together with a declaration according to the template as in Annex No. 3a to the SWZ.
- 3) Declaration of fulfillment of information obligations provided for in Art. 13 or art. 14 GDPR in accordance with the template included in Annex 5 to the SWZ.
- 4) Authorizations referred to in Part III, section 5 points 6) of this SWZ.
- 5) The contractor is obliged to indicate in the offer the parts of the order whose performance he intends to entrust to subcontractors. The Contractor shall indicate the companies of subcontractors in the offer (provided that the subcontractor's details are known to the Contractor at the stage of submitting the offer). If the change or resignation from the subcontractor concerns the entity whose resources the contractor relied on, in accordance with the principles set out in Art. 118 PZP, in order to demonstrate compliance with the conditions for participation in the procedure, the Contractor is obliged to demonstrate to the Ordering Party that the proposed other subcontractor or the Contractor on its own meets them to an extent no less than the subcontractor whose resources the contractor referred to during the contract award procedure.
- 6) An obligation of the entity providing resources to provide the Contractor with the necessary resources for the purpose of executing the order or other subjective means of evidence confirming that the contractor, when implementing the contract, will have the necessary resources of these entities - if applicable.
- 7) A statement from the consortium indicating which deliveries will be made by individual contractors - if applicable.
- 8) Declaration of the entity providing resources - Annex 4 - if applicable.

1.2 The form of the offer:

- 1) A contractor may submit only one offer.
- 2) The offer must be prepared in Polish.
- 3) The offer and the JEDZ declaration referred to in Art. 125 PZP shall be prepared, under pain of nullity, in electronic form within the meaning of Art. 781 § 1 of the Civil Code (i.e. in electronic form with a qualified electronic signature).

WARNING:

Submitting an offer on a data carrier (e.g. CD, pendrive) is not allowed, as it does not constitute submitting it using electronic means of communication within the meaning of the provisions of the Act of July 18, 2002 on the providing services in electronic form.

- 4) The content of the offer must correspond to the content of the SWZ.
- 5) The offer must be signed in accordance with the form of representation of the Contractor specified in the register or other document appropriate for the given organizational form, or by an authorized representative.
- 6) Amendments to the offer must be made in electronic form, the same as the offer otherwise they shall not omitted.
- 7) Documents or declarations prepared in a foreign language are submitted with a translation into Polish. In the case referred to in § 14 of the Regulation, the Ordering Party may request the Contractor to provide a translation into Polish of the documents indicated by the Contractor and downloaded by the Ordering Party itself.
- 8) Reservation of information by the Contractor.

The Contractor has the right to stipulate that the information provided by him constitutes a business secret within the meaning of the provisions of the Act of April 16, 1993 on combating unfair competition (consolidated text: Journal of Laws of 2022, item 1233, as amended), and may not be made available unless it is done together with their transfer and within this period it is demonstrated that the proprietary information constitutes a business secret. The Contractor shall separate or mark an appropriate reservation along with documents that

cannot be disclosed in a manner of his choice. Information disclosed after opening the offers, i.e. the name (or name and surname), registered office (or place of business or place of residence) of the contractor, information regarding the price or cost of the offer, cannot constitute a business secret.

- 9) The Contractor has the right to stipulate that the information provided by him constitutes a business secret within the meaning of the provisions of the Act of April 16, 1993 on combating unfair competition (consolidated text: Journal of Laws of 2022, item 1233, as amended), and may not be made available unless it is done together with their transfer and within this period it is demonstrated that the proprietary information constitutes a business secret. The Contractor shall separate or mark an appropriate reservation along with documents that cannot be disclosed in a manner of his choice. Information disclosed after opening the offers, i.e. the name (or name and surname), registered office (or place of business or place of residence) of the contractor, information regarding the price or cost of the offer, cannot constitute a business secret.

2. Description of the offer price calculation method

- 1) The price given in the offer should be expressed in Polish zlotys [PLN]. The price must take into account all the requirements of this SWZ and include all costs (including: public law liabilities such as excise tax, other costs incurred in connection with the delivery and installation) that the Contractor will incur for proper implementation and in accordance with applicable regulations of the subject of the order. The Ordering Party allows for the submission of offers in other currencies - EUR or USD. The offer price expressed in foreign currencies in order to compare the offers will be converted into PLN according to the average NBP exchange rate from the last business day preceding the offer opening day.
- 2) The offer price is the amount specified in the Offer Form. All prices specified by the Contractor in the offer will not be subject to changes.
- 3) The contractor with its registered office or place of residence in the territory of the Republic of Poland will provide the net and gross price (including VAT).
- 4) In the case of a Contractor who is not subject to VAT tax liability in the territory of the Republic of Poland and provided a net price (excluding VAT), if the selection of his offer would result in the ordering party being subject to tax liability in accordance with the Act of March 11, 2004 on tax on goods and services (consolidated volume: Journal of Laws of 2024, item 361, as amended), for the purposes of applying the price criterion, the ordering party adds to the price presented in this offer the amount of tax on goods and services that it would be obliged to settle. Such a Contractor is obliged to include in the offer:
 - a) information for the ordering party that the selection of his offer will result in the ordering party being subject to tax obligations;
 - b) indication of the name (type) of the goods or services whose supply or provision will lead to tax liability;
 - c) indication of the value of the goods or services subject to the ordering party's tax liability, without the tax amount;
 - d) indication of the tax rate on goods and services that, according to the contractor's knowledge, will apply.
- 5) The method of payment and settlement for the implementation of this order are specified in the draft provisions of the contract, constituting Annex No. 6 to this SWZ.
- 6) Settlements between the Contractor and the Ordering Party will be made in Polish zlotys.
- 7) The Ordering Party does not provide for reimbursement of the costs of participation in the procedure.

PART V DEPOSIT REQUIREMENTS

1. Deposit amount

The order deposit is set at PLN 150,000.00

2. Form of deposit.

- 1) The deposit may be provided in one or more of the following forms:
 - a) money;
 - b) bank guarantees;
 - c) insurance guarantees;
 - d) sureties granted by entities referred to in Art. 6b section 5 points 2 of the Act of November 9, 2000 on the establishment of the Polish Agency for Enterprise Development (consolidated volume: Journal of Laws of 2023, item 462, as amended).
- 2) If the Contractor submits a deposit in a form other than money, these documents must be prepared in accordance with applicable law and contain the following elements:
 - a) the name of the principal (Contractor), and in the case of Contractors jointly applying for the award of the contract - all co-contractors or the consortium leader, if he is authorized to pay a deposit on behalf of the co-contractors, the beneficiary of the guarantee/surety (Ordering Party), the name of the guarantor/guarantor (bank or insurance institution granting guarantees or the entity providing the surety) and indication of their registered offices;
 - b) specification of the receivable that is to be secured by a guarantee/surety;
 - c) amount of the guarantee/surety;
 - d) validity period of the guarantee/guarantee, covering at least the period of validity of the offer, except for the cases referred to in Art. 98 section 1 point 2 and 3 and section 2 PZP;
 - e) specification that the guarantee/surety is subject to Polish law (in the case of guarantees or sureties without an international element, such a specification is not required, however, the guarantee/surety cannot be subject to foreign law)
 - f) unconditional and irrevocable obligation of the guarantor/guarantor to pay the amount of the guarantee/surety, at the first written request of the Ordering Party, containing a statement that:
 - The contractor whose offer was selected refused to sign the contract on the terms specified in the offer, or
 - The contractor whose offer was selected did not provide the required security for proper performance of the contract, or
 - conclusion of the contract became impossible for reasons attributable to the Contractor whose offer was selected,
 - The contractor in response to the call referred to in Art. 107 section 2 or 128 section 1 of the PZP, for reasons attributable to it, did not submit subjective evidence or objective evidence confirming the circumstances referred to in Art. 57 or 106 section 1 PZP, the declaration referred to in Art. 125 section 1 PZP, other documents or declarations or did not consent to the correction of the error referred to in Art. 223 section 2 point 3 of the PZP, which resulted in the inability to select the offer submitted by the Contractor as the most advantageous one.

3. Place and method of submitting a deposit.

- 1) The cash deposit should be paid by transfer to the Ordering Party's bank account kept at PKO Bank Polski S.A. number: 58 1020 1462 0000 7702 0237 2456
- 2) The offer must be accompanied by a copy of the transfer order. The title of the transfer should be: „**Wadium na przetarg nr ref. MKUO ProNatura ZP/NO/30/24**”.
- 3) The deposit paid in forms other than cash and in forms approved by the Ordering Party must be submitted together with the offer in the original electronic form.

4. Deadline for deposit payment.

The deposit must be submitted before the deadline for submitting offers, and the Ordering Party will consider paying the deposit in cash by bank transfer as effective only if the funds are credited to the Ordering Party's account before the deadline for submitting offers.

5. Deposit refund.

- 1) The Ordering Party will return the deposit on the terms specified in Art. 98 PZP.
- 2) The deposit will be returned immediately, but no later than within 7 days from the date of occurrence of one of the following circumstances.
 - a) expiry of the offer validity period;
 - b) concluding a public procurement contract;
 - c) invalidation of the contract award procedure, except when the appeal against the invalidation action has not been resolved or the deadline for filing it has not expired.
 - d) submitting an application for a refund of the deposit by the Contractor:
 - a. who withdrew the offer before the deadline for submitting offers;
 - b. whose offer was rejected;
 - c. after selecting the most advantageous offer, with the exception of the contractor whose offer was selected as the most advantageous;
 - d. after the invalidation of the proceedings, if the appeal against the invalidation has not been resolved or the deadline for filing it has not expired, however, submitting an application for the refund of the deposit referred to above results in the termination of the legal relationship with the contractor and the loss of the right to use legal remedies,
- 3) The ordering party returns the deposit paid in cash along with the interest resulting from the bank account agreement on which it was kept, minus the costs of maintaining the bank account and the bank commission for transferring the money to the bank account indicated by the contractor.
- 4) The Ordering Party returns the deposit paid in a form other than cash by submitting a declaration on the release of the deposit to the guarantor.

6. Deposit retention.

The Ordering Party will retain the deposit along with interest if:

- 1) The contractor whose offer was selected refused to sign a public procurement contract on the terms specified in the offer.
- 2) The contractor whose offer was selected did not provide the required security for proper performance of the contract (if the Ordering Party requires such).
- 3) The conclusion of a public procurement contract became impossible for reasons attributable to the Contractor whose offer was selected.
- 4) The contractor in response to the call referred to in Art. 107 section 2 or 128 section 1 of the PZP, for reasons attributable to Contractor, did not submit subjective evidence or objective evidence confirming the circumstances referred to in Art. 57 or 106 section 1 PZP, the declaration referred to in Art. 125 section 1 PZP, other documents or declarations or did not consent to the correction of the error referred to in Art. 223 section 2 point 3 of the PZP, which resulted in the inability to select the offer submitted by the Contractor as the most advantageous one.

PART VI

METHODS OF COMMUNICATION WITH CONTRACTORS.

MODE OF PROVIDING EXPLANATIONS

1. Information on the method of communication between the Ordering Party and Contractors and the submission of statements and documents, as well as indication of persons authorized to communicate with Contractors.

- 1) The procedure is conducted in Polish using electronic means of communication via the purchasing platform (hereinafter referred to as the Platform) at: https://platformazakupowa.pl/mkuo_pronatura/aukcje under the name of the procedure indicated in the title of the DTO/SWZ.
- 2) Technical and organizational requirements related to the use of the Platform:
 - a) Communication between the ordering party and the contractors takes place using the Platform https://platformazakupowa.pl/mkuo_pronatura/aukcje via the "send a

- message" form,
- b) The following are available on the Platform's website: "Regulations" for using the Platform (including technical and organizational requirements for sending and receiving all types of documents) and "Instructions" for Contractors;
 - c) The Platform's Customer Support Centre (phone number 22 101-02-02) provides all information related to the offer submission process, registration, and technical aspects (Customer Support Centre opening hours: Monday to Friday from 8 a.m. to 5 p.m.).
- 3) In emergency situations (e.g. interruption in the functioning or non-operation of the Platform), communication via e-mail is allowed, using the e-mail address: tender@pronatura.bydgoszcz.pl, provided that the offer may only be submitted via the Platform.
 - 4) Electronic documents, offers, declarations referred to in Art. 125 section 1 of the PZP, subjective means of evidence, objective means of evidence, and other information, statements or documents submitted in the proceedings are submitted by the Contractor via the Communication Form available on the Platform as attachments. The method of preparing electronic documents, offers and declarations referred to in Art. 125 section 1 of the PZP, subjective means of evidence, objective means of evidence, and other information, statements or documents provided in the proceedings must comply with the requirements specified in the issued pursuant to Art. 70 PZP, regulation of the Prime Minister of December 30, 2020 on the method of preparing and transmitting information and technical requirements for electronic documents and means of electronic communication in public procurement or competition proceedings and in the Regulation
 - 5) The subjective means of evidence required in accordance with this DTO/SWZ, other documents or statements referred to in the Regulation, regarding the Contractor or other entities on whose abilities or situation the contractor relies on the principles specified in Art. 118 PZP and regarding subcontractors are submitted in the form specified in the Regulation.
 - 6) In the case of correspondence sent by e-mail, each party, at the request of the other party, immediately confirms the receipt of the correspondence sent by e-mail.
 - 7) Correspondence is considered submitted on time if its contents reach the addressee before the relevant deadlines.
 - 8) Correspondence is considered submitted when it reaches the Ordering Party in such a way that addressee can read its content and confirm its acceptance.
 - 9) For correspondence, the Ordering Party provides working days and hours: Monday to Friday (except public holidays) from 7:30 a.m. to 3:30 p.m.
 - 10) The Ordering Party prefers that electronic documents be prepared in the following data formats: .pdf, .doc, .docx., .rtf.
 - 11) The Ordering Party informs about the limit of the volume of files or zipped folders on the Platform - 10 files or zipped folders with a maximum size of 150 MB. Files should be packed in accordance with the instructions referred to in section 1 point 2b above.

2. Persons authorized to contact Contractors:

- procedural issues
Grzegorz Pieszczyński
Maria Klapczyńska
- substantive matters (*concerning the subject of the order and terms of implementation*)
Tomasz Gulczewski
Jan Haak

3. Description of how explanations are to be provided.

- 1) Each Contractor may ask the Ordering Party to clarify the content of the specifications of the terms of the contract.
- 2) The Ordering Party will respond immediately, but no later than 6 days before the deadline for submitting offers, provided that the request for clarification of the content of the DTO/SWZ has been acknowledged and delivered to the ordering party no later

than 14 days before the deadline for submitting offers.

- 3) The content of the inquiries together with the explanations provided will be forwarded by the Ordering Party to all Contractors via the Platform without disclosing the sources of the inquiry, in compliance with the rules set out in Art. 135 section 6 PZP.

4. Modification of the content of SWZ

- 1) In justified cases, the Ordering Party may at any time, before the deadline for submitting offers, modify the content of this DTO/SWZ. The modification made in this way will be made available by the Ordering Party on the website of the proceedings and on the Platform.
- 2) Contractors are bound by all changes and explanations to the DTO/SWZ posted on the Platform from the date of publication.
- 3) If changes to the content of the DTO/SWZ are important for preparing an offer or require additional time for contractors to familiarize themselves with the change to the DTO/SWZ and prepare offers, the contracting authority extends the deadline for submitting offers by the time necessary to familiarize themselves with the change to the DTO/SWZ and prepare the offer, following the principle set out in Art. 137 section 6 PZP.
- 4) If a change in the content of the DTO/SWZ will lead to a change in the content of the contract notice, the Ordering Party will change the content of the contract notice in the manner provided for in Art. 137 section 4 of the PZP and, if necessary, extend the deadline for submitting offers in accordance with the provisions of Art. 90 section 2 PZP.
- 5) Changes and clarifications of the content of the DTO/SWZ and other procurement documents directly related to the procurement procedure will be made available on the website of the procedure specified in Part I, point 2.2. of this DTO/SWZ.

5. Contractors' Meeting

The Ordering Party does not plan to hold a meeting of Contractors to clarify any doubts regarding the content of this DTO/SWZ. The Ordering Party will answer questions regarding the content of the DTO/SWZ in a manner consistent with Art. 136 PZP.

PART VII

INFORMATION ON THE SUBMITTING AND OPENING OF OFFERS

1. Place and deadline for submitting offers

Offers must be submitted by **August 7, 2024 at 10:00** via the Platform on the buyer's profile page https://platformazakupowa.pl/mkuo_pronatura/aukcje in the tab dedicated to the proceedings <https://platformazakupowa.pl/transakcja/941796>

The Contractor may change or withdraw the offer via the Platform before the deadline for submitting offers. After the deadline for submitting offers, the contractor cannot effectively change or withdraw the submitted offer.

2. Being bound by the offer.

- 1) The Contractor remains bound by the submitted offer from the date of the deadline for submitting offers (the first day of the offer validity period is the day on which the deadline for submitting offers expires), i.e. until **November 4, 2024**. The offer validity period begins with the expiry of deadline for submitting offers.
- 2) If the most advantageous offer is not selected before the offer validity period expires, the Ordering Party, before the offer's validity period, makes a single request to the Contractors to consent to extend this deadline by a specified period, but not longer than 60 days. Refusal to consent does not result in the loss of the deposit.
- 3) Extension of the offer validity period is allowed only with the simultaneous extension of the deposit validity period or, when impossible, with the submission of a new deposit for the

extended offer validity period and requires the contractor to submit a written declaration (within the meaning of Article 7 point 16 of the Public Procurement Law) expressing their consent to extend the offer validity period.

3. Bid opening date

- 1) Offers are opened on the Platform by clicking the "Decrypt offers" button.
- 2) **The offers will be open on August 7, 2024 at 10.15** (but no later than the day following the day on which the deadline for submitting the offers expires. In the event of a failure of the IT system used to open offers, which makes it impossible to open offers on the date specified by the ordering party, the opening of offers shall take place immediately after the hotfix is concluded.
- 3) No later than before the opening of offers, the Ordering Party shall provide information on the amount it intends to allocate to finance the order on the website of the conducted procedure.
- 4) Immediately after opening the offers, the Ordering Party will post on the website of the proceedings the information referred to in Art. 222 section 5 PZP, i.e. name (or name and surname), registered office (or place of business or place of residence) of the contractor, information regarding the price or cost of the offer.

PART VIII OFFER SELECTION CRITERIA. OFFER EVALUATION

1. Criteria for selecting offers

The offer with the highest number of points will be considered the most advantageous.

Lp.	Criteria	Percentage significance of the criterion	Maximum score
1	Price (C)	60%	60,00 points
2	Delivery time (D)	40%	40,00 points

1) Offered price – 60 %

The above criterion will assess the gross price of the offer. The contractor who offers the lowest price will receive the maximum number of points, while the others will be assessed according to the following formula:

$$C_i(C) = \frac{C_{\min}}{C_i} \times \text{Max}(C)$$

where:

$C_i(C)$ - number of points for the Contractor under the gross offer price criterion

C_i – price offered by the Contractor

C_{\min} – the lowest price among all valid and unrejected offers

Max (C) – 60,00 points

2) Delivery date/time (D) - 40%

In the above criterion, the proposed delivery date of the subject of the order will be assessed according to the following criteria:

Number of days from the offer - 243

Delivery date/time(D) = [40 – (----- x 40)]

426-243

If the delivery date/time is longer than 426 days from the date of signing the contract, the offer will be rejected as inconsistent with the DOT/SWZ.

If the delivery of a completion date shorter than 243 days, the Ordering Party will use the value of 243 days for calculations

The total score will be calculated according to the formula above, as the sum of the points obtained in both criteria.

The Ordering Party will award the order to the Contractor whose offer meets all the requirements specified in this documentation and obtains the highest number of points in total.

$$L_i = C_i(C) + D_i(D)$$

Where:

L_i – number of points obtained by the Contractor

$C_i(C)$ - number of points for the Contractor under the gross offer price criterion

$D_i(D)$ - number of points for the Contractor for the delivery date/time criterion

WARNING! Lack of information in the offer being the subject of assessment will result in rejection of the offer.

Pursuant to art. 248 PZP, if the contracting authority cannot select the most advantageous offer due to the fact that two or more offers present the same balance of price and other offer evaluation criteria, the contracting authority selects from among these offers the offer that received the highest score in the criterion with the highest importance. If the offers received the same score in the criterion with the highest weight, the contracting authority selects the offer with the lowest price or lowest cost. If, despite this, the offer cannot be selected in the manner referred to above, the Ordering Party will call on the Contractors who submitted these offers to submit additional offers containing a new price within the deadline specified by the Ordering Party.

Contractors submitting additional offers cannot offer prices higher than those offered in the submitted offers.

2. Method of evaluating offers.

At a closed session, the Ordering Party will assess the Contractors' compliance with the conditions for participation in the procedure and will examine the offers in terms of the requirements adopted in the DOT/SWZ.

It will then qualify Contractors for exclusion from applying for the contract and qualify offers for rejection.

From among the offers that have not been rejected, the Ordering Party will evaluate the offers and select the most advantageous offer.

3. Correcting obvious errors in the content of the offer.

1) The Ordering Party will correct in the offer:

a) obvious typographical errors,

b) obvious accounting errors, taking into account the accounting consequences of the corrections made,

c) other errors consisting in non-compliance of the offer with the procurement documents, provided that they do not cause significant changes in the content of the offer.

- 2) The Ordering Party will immediately notify about correction of the aforementioned errors the Contractor whose offer has been corrected, and in the case referred to in point 1(c) above, it will additionally set an appropriate deadline for the Contractor to consent to correcting the error or questioning its correction. Failure to respond within the prescribed period is deemed to constitute consent to the correction of the error.

4. Evaluation of offers and examination of the conditions for participation in the procedure (Article 139 of the Public Procurement Law)

The Ordering Party holds the right to examine and evaluate the offers, and then subjectively qualify the Contractor whose offer was rated highest based on lack of grounds for exclusion and meeting the conditions for participation in the procedure. In such case, if there are grounds for exclusion against the Contractor referred to in the preceding sentence, the Contractor does not meet the conditions for participation in the proceedings, does not submit subjective evidence or the declaration referred to in Art. 125 section 1 of the PZP, confirming the lack of grounds for exclusion or the fulfillment of the conditions for participation in the procedure, the Ordering Party will re-examine and evaluate the offers of the remaining contractors, and then subjectively qualify the contractor whose offer was rated the highest in terms of the lack of grounds for exclusion and the fulfillment of the conditions for participation in the procedure. The Ordering Party continues the procedure of re-examination and evaluation of the offers referred to in the preceding sentence in relation to the offers of the contractors remaining in the procedure, and then performs a subjective qualification of the contractor whose offer was rated the highest in terms of the lack of grounds for exclusion and the fulfillment of the conditions for participation in the procedure, until the most advantageous offer is selected or the contract award procedure is cancelled.

PART IX

**CONTRACTOR'S OBLIGATIONS RELATED TO THE PUBLIC PROCUREMENT AGREEMENT,
IMPLEMENTATION OF THE ORDER AND SECURING PROPER PERFORMANCE OF THE AGREEMENT**

1. The Ordering Party will conclude an agreement regarding the subject order on the terms specified in the draft provisions of the agreement, which constitute Annex No. 6 to the SWZ.
2. Securing the proper performance of the Agreement.
 - 1) The securing serves to cover claims for non-performance or improper performance of the contract, in particular - claims of the Ordering Party related to termination (including withdrawal from) the contract due to the fault of the Ordering Party, payment of contractual penalties, costs of substitute performance.
 - 2) Deadline for submitting the security:
The security must be provided before the contract is signed.
 - 3) Amount of security for proper performance of the contract
The Ordering Party sets a security for the proper performance of the contract concluded as a result of the procedure for awarding this contract in the amount of **5% of the gross value of the contract.**
 - 4) A form of security for proper performance of the contract.
The security for proper performance of the contract may be provided at the Contractor's discretion in one or more of the following forms:
 - a) money;
 - b) bank guarantees or guarantees of a cooperative savings and credit union, provided that the credit union's obligation is always a monetary obligation;
 - c) banking guarantees;
 - d) insurance guarantees;
 - e) guarantees provided by entities referred to in Art. 6b section 5 points 2 of the

Act of November 9, 2000 on the establishment of the Polish Agency for Enterprise Development.

- 5) The security provided in cash will be paid by the Contractor by transfer to the Employer's bank account kept at PKO Bank Polski S.A. number:

58 1020 1462 0000 7702 0237 2456

The title of the transfer should be: "Security for proper performance of contract no. MKUO ProNatura ZP/NO/30/24".

Security provided in forms other than cash and approved by the Ordering Party must be submitted in the original in electronic form by uploading the security document on the Platform, i.e. with a qualified electronic signature of persons authorized to issue it.

- 6) If the deposit is paid in cash, the Contractor may consent to the amount of the deposit being credited as security.
- 7) If the security is provided in cash, the Ordering Party stores it in an interest-bearing bank account. The Ordering Party returns the security provided in cash with interest resulting from the bank account agreement on which it was kept, less the cost of maintaining this account and the bank commission for the transfer to the Contractor's bank account.
- 8) Bank sureties, bank and insurance guarantees, sureties provided by the entities referred to in Art. 6b section 5 points 2 of the Act of November 9, 2000 on the establishment of the Polish Agency for Enterprise Development must irrevocably and unconditionally oblige the Guarantor to pay the required amount of money at the first request of the Ordering Party, containing a statement that the Contractor has not performed or improperly performed the obligations resulting from the Agreement, in the amount corresponding to security amount.

The sureties and guarantees referred to above should remain valid until the 30th day from the date of termination of the contract, and in the appropriate part (30%) - until the 15th day after the expiry of the warranty for defects or quality guarantee period.

If security for proper performance of the contract is provided in the form of an insurance guarantee or bank guarantee/insurance guarantee, it must be enforceable in the territory of the Republic of Poland and subject to Polish law and the jurisdiction of Polish courts.

The security for proper performance of the contract must include a statement by the guarantor/insurance guarantor that no change, addition or modification to the terms of the contract or the scope of work to be performed or any of the contract documents, agreed between the Ordering Party and the Contractor, in any way releases the Guarantor/Insurance Guarantor from any obligation under the guarantee/surety and does not require the need to notify the Guarantor/Insurance Guarantor about such a change, addition or modification. Additionally, it shall remain valid (enable the submission of claims) until the 30th day from the date of termination of the Agreement and its recognition by the Ordering Party as duly performed (signed without reservations by the Ordering Party - the final acceptance report or other equivalent document provided for in the Agreement) and in the appropriate part (30%) - also for the warranty or quality guarantee period.

- 9) Art. 451 PZP shall apply to changing the form of contract security during the execution of the contract.
- 10) Return of the security for proper performance of the contract:

The Ordering Party will return the security within 30 days from the date of execution of the order and recognition by the Ordering Party as properly performed, and in the appropriate part (30%) - within 15 days after the expiry of the warranty for defects or quality guarantee period.

PART X

INFORMATION ON FORMALITIES THAT SHOULD BE COMPLETED ONCE AN OFFER IS PICKED

1. Once the best offer has been selected, the Ordering Party will also notify the Contractors who submitted offers about:
 - 1) selecting the best offer, providing the name of the Contractor, or their first name and surname, registered office or place of residence, business address of the Contractor whose offer was selected, and the names or first names and surnames of the Contractors who submitted offers, their registered office or places of residence, business address, as well as the score awarded to the offers in each offer evaluation criterion and the total score.
 - 2) contractors whose offers were rejected - providing factual and legal justification.
2. The Ordering Party will post the information referred to in section 1 point 1) on the website (purchasing platform) of the proceedings.
3. The contractor whose offer is selected will be notified of the date and place of concluding the contract.
4. If the Contractor, whose offer was selected as the best, refrains from concluding the contract, the Ordering Party may re-examine and evaluate the offers from among the offers of the remaining contractors in the proceedings and select the second best offer or cancel the proceedings.

PART XI

INFORMATION ON LEGAL PROTECTION MEASURES AVAILABLE IN THE COURSE OF PUBLIC PROCUREMENT PROCEDURE

1. Contractors, as well as another entity, if it has or had an interest in obtaining a given order and has suffered or may suffer damage as a result of the Ordering Party's violation of the provisions of the PZP, are entitled to legal remedies in accordance with Section IX of the PZP.
2. An appeal may be filed against an action taken by the Ordering Party in the contract award procedure that is inconsistent with the provisions of the PZP (including the draft provisions of the Agreement) or failure to act to which the Ordering Party is obliged under the PZP.
3. The appeal should indicate the action or omission of the Ordering Party which is alleged to be inconsistent with the provisions of the Public Procurement Law, contain a concise statement of the allegations, specify the demand and indicate the legal and factual circumstances justifying the lodging of the appeal.
4. The appeal shall be submitted to the President of the National Appeals Chamber in writing, in electronic form or saved on an electronic device, with a trusted signature, by sending the Ordering Party the appeal (filed in electronic form or on an electronic device) or a copy of the appeal lodged in writing before the deadline for its submission. submitting it in such a way that it's content could be read before the deadline expires.
5. The deadlines for filing an appeal are specified in Art. 515 PZP.
6. Detailed rules of procedure after submitting an appeal are specified in the provisions of Chapter IX of the PZP.
7. The parties and participants in the proceedings have the right to appeal to the court against the decision of the National Chamber of Appeal.

8. The complaint must be submitted through the President of the National Appeals Chamber to the District Court in Warsaw - Public Procurement Court within 14 days from the date of delivery of the National Appeals Chamber's decision, and a copy thereof sent to the opponent.

PART XII

CHANGES TO THE CONCLUDED AGREEMENT

1. The Ordering Party provides for the possibility of amending the contract in the cases provided for by generally applicable law and in the following cases:
 - 1) changes in the VAT rate - change in the amount of remuneration due to the Contractor in accordance with the change in the rate of this tax;
 - 2) changes in the amount of the minimum remuneration for work or the amount of the minimum hourly rate, determined on the basis of the provisions of the Act of October 10, 2002 on minimum remuneration for work, if this change will affect the costs of executing the Order by the Contractor - in such a case, the change in remuneration will be proportional to the extent of the impact of the minimum remuneration or the amount of the minimum hourly rate on the cost of performing the contract, demonstrated by the Contractor, if the Contractor proves that employees are employed only for the implementation of the subject of the contract on a full-time basis under an employment contract, receiving the minimum remuneration or under another contract, receiving remuneration at the minimum hourly rate;
 - 3) changes in the rules for being subject to social insurance or health insurance or the amount of social or health insurance contributions, if this change should affect the costs of executing the Order by the Contractor;
 - 4) changes in the rules for collecting and the amount of contributions to employee capital plans referred to in the Act of October 4, 2018 on employee capital plans, if this change should affect the costs of executing the Order by the Contractor;
 - 5) the occurrence of a force majeure event that prevents the execution of the order.
2. In the event of the circumstances indicated in point 1), the Contractor is obliged to submit a written application to amend the public procurement contract regarding payments resulting from invoices issued after the entry into force of the provisions changing the tax rate on goods and services. The application should include comprehensive factual and legal justification and a precise calculation of the amount of the Contractor's remuneration after changing the contract. The Ordering Party will accept changes resulting directly from the change in tax rate.
3. In the event of the circumstances indicated in point 2), the Contractor is obliged to submit a written request to amend the public procurement contract regarding payments resulting from invoices. Such must be issued after the entry into force of the provisions changing the amount of the minimum remuneration for work or the minimum hourly rate. The application should include exhaustive factual and legal justification and a precise calculation of the amount of the Contractor's remuneration after the change in the contract; in particular the Contractor will be obliged to demonstrate the relationship between the requested amount of the increase in the contractual remuneration and the impact of the change in the minimum remuneration or the minimum hourly rate regarding calculation of the offer price. In particular, Contractor is obliged to demonstrate the fact of employing people in the performance of the contract whose remuneration is lower than the newly established minimum wage or minimum hourly rate. The application should include only those additional costs of contract execution that the contractor must bear in connection with the increase in the minimum wage or minimum hourly rate. Any costs resulting from increasing the remuneration of the Contractor's employees which are not necessary to adjust them to the minimum remuneration or the minimum hourly rate will not be accepted.
4. In the event of the circumstances indicated in point 3) or 4), the Contractor is obliged to submit a written request to amend the public procurement contract regarding payments resulting from invoices issued after a change in the rules regarding social insurance or health insurance

- or the amount of the social insurance or health insurance contribution rate, or a change in the rules of collection and amount of contributions to employee capital plans. The application should include exhaustive factual and legal justification and a precise calculation of the amount of the Contractor's remuneration after changes in the contract - in particular the Contractor will be obliged to demonstrate the link between the requested amount of the increase in the contractual remuneration and the impact of the change in the rules referred to in point 3) or 4) on the price calculation offer. The application should include only the additional costs of order execution that the Contractor must bear in connection with the change of the rules referred to in point 3) or 4).
5. In the event of the circumstances indicated in point 5), the Contractor submits a written request to amend the public procurement contract in terms of extending the implementation deadline or other change appropriate to the impact of force majeure, indicating the circumstances that prevent/prevented the execution of the contract within the contractual deadline or in the manner specified in the contract, and the duration of these circumstances and the proposed scope of amending the contract in terms of the method or date of its implementation.
 6. After accepting the applications referred to above, the Ordering Party sets the date of signing the annex to the contract.
 7. An amendment to the contract results in a corresponding change in the amount of remuneration only in the scope of payments made after the date of conclusion of the annex to the contract and the entry into force of the amended provisions, depending on which event occurs later.
 8. The obligation to demonstrate the impact of the changes referred to on the costs of performing the order rests with the Contractor under pain of refusal to amend the contract by the Ordering Party.
 9. Moreover, the Ordering Party, in accordance with Art. 439 of the PZP, takes into consideration any possible change in the amount of the Contractor's remuneration via an annex to the concluded Agreement, in the event of a change in the price of materials or costs related to the execution of the order resulting for Contractors from European Union Member States from a change in the commodity price change index published by the competent statistical office of a given country. and consumer services, and for a Contractor coming from outside the European Union, due to the change in the average inflation index (HICP) for the EU published by Eurostat on a month-to-month basis - cumulatively from the beginning of the Agreement or the previous indexation, whereas:
 - 1) the level of price change entitling the parties to the contract to demand a change in remuneration is set at no less than 3% (three percentage points);
 - 2) the change in remuneration will take place (subject to the provisions of point 3 below) in proportion to the change in prices resulting from the above-mentioned indicator;
 - 3) the change may occur no more than twice during the term of the contract, not earlier than after 6 months of the contract term or from the moment of the previous change, and the maximum allowable value of each change may not exceed 5% of the offer price;
 - 4) as a result of indexation, both the total value of the Contractor's remuneration during the term of the Agreement and the value of remuneration paid in parts (partial payments) will change.

PART XIII
INFORMATION OBLIGATION REGARDING PERSONAL DATA
CONTRACTOR'S OBLIGATIONS REGARDING PERSONAL DATA

1. Pursuant to Art. 13 section 1 and 2 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 (General Regulation on data protection) (OJ EU L 119 of 04/05/2016, p. 1), hereinafter referred to as "GDPR", the Ordering Party informs that:

- 1) The administrator of personal data processed in connection with the proceedings (including the content of offers, annexes thereto, documents submitted at the request of the Ordering Party, explanations and supplements submitted to offers, supplements, concluded contracts, legal remedies brought, etc.) is the Municipal Waste Disposal Complex. ProNatura Sp. z o. o., 22 Ernst Peterson Street, 85-862 Bydgoszcz, the data administrator is the Company's Management Board;
- 2) A data protection inspector has been appointed to contact you regarding the protection of your personal data, and you can contact him by sending a letter to the Company's address or e-mail: iodo@pronatura.bydgoszcz.pl;
- 3) Your personal data will be processed pursuant to Art. 6 section 1 letter c GDPR for purposes related to the procedure for awarding this public procurement;
- 4) the recipients of your personal data will be persons or entities to which the documentation of the proceedings will be made available pursuant to Art. 18 and art. 74 PZP and, possibly, the authorities considering legal remedies brought in the course of proceedings and participants in proceedings resulting from their submission;
- 5) Your personal data will be stored in accordance with Art. 78 section 1 of the Public Procurement Act, for a period of 4 years from the date of completion of the contract award procedure, and if the duration of the contract exceeds 4 years, the storage period covers the entire duration of the contract and, to the appropriate extent, the warranty and guarantee period as well as the period until the limitation period for claims related to with the implementation of the contract. If the implementation of the contract is co-financed from funds from the European Union budget, this period is 10 years from the date of concluding the co-financing agreement/issuing the decision on co-financing the project as part of the implementation of which this contract was awarded;
- 6) the obligation to provide personal data relating directly to you is a statutory requirement specified in the provisions of the Public Procurement Act, related to participation in public procurement proceedings; the consequences of failure to provide specific data result from the Public Procurement Law;
- 7) in relation to your personal data, decisions will not be made in an automated manner, pursuant to Art. 22 GDPR and the Data Controller has no intention of transferring personal data to a third country or international organization;
- 8) you are entitled to:
 - a) pursuant to Art. 15 GDPR, the right to access your personal data;
 - b) pursuant to Art. 16 GDPR, the right to rectify your personal data;
 - c) 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 section 2 GDPR;
 - d) the right to lodge a complaint with the President of the Personal Data Protection Office if you believe that the processing of your personal data violates the provisions of the GDPR.
- 9) you are not entitled to:
 - a) in connection with Art. 17 section 3 point b, d, e of the GDPR, the right to delete personal data;
 - b) the right to transfer personal data referred to in Art. 20 GDPR;
 - c) pursuant to Art. 21 GDPR, the right to object to the processing of personal data, because the legal basis for the processing of your personal data is Art. 6 section 1 point

c GDPR.

10) According to

- a) Art. 75 PZP - in the case of a person exercising the right referred to in Art. 15 section 1-3 of the GDPR, the ordering party may request the name or date of the completed public procurement procedure from the person making the request.
- b) Art. 19 section 2 and Art. 76 PZP Exercise by the data subject of the right to rectify or supplement personal data referred to in Art. 16 GDPR may not result in a change in the result of the public procurement procedure or a change in the provisions of the public procurement contract to an extent inconsistent with the PZP, nor may it violate the integrity of the procedure protocol and its annexes.
- c) Art. 19 section 3 and Art. 74 section 3 PZP Making a request referred to in Art. 18 section 1 GDPR does not limit the processing of personal data until the completion of the public procurement or competition procedure; if submitting such a request results in limiting the processing of personal data contained in the procedure protocol or annexes to this protocol, from the date of completion of the contract award procedure, the contracting authority shall not make this data available, unless the conditions referred to in Art. 18 section 2 GDPR.

11) Pursuant to art. 74 section 4 PZP, the principle of transparency referred to in Art. 74 PZP, applies to all personal data, except for the data referred to in Art. 9 section 1 GDPR collected in the course of public procurement proceedings. Restrictions on the principle of transparency referred to in Art. 74 section 3 and art. 18 section 3-6 of the PZP shall apply accordingly.

2. With respect to personal data provided to the Ordering Party and not directly related to the Contractor (e.g. personal data of his employees, representatives, collaborators, subcontractors, persons used by him in the execution of the order, persons who provide him with resources for the purposes of participating in the proceedings, etc.) The Contractor is obliged to meet the information obligations referred to in Art. 13 or 14 of the GDPR, provide it accordingly, also the information regarding the administration of their data by the Ordering Party and to submit it all, together with the offer, a declaration on their completion according to the template set out in the appendix to this DTO/SWZ, under penalty of liability for damages to the Ordering Party.

PART XIV FINAL PROVISIONS

1. Matters not regulated by the DTO/SWZ

In matters not regulated in this DTO/SWZ, the provisions of the Public Procurement Law and applicable, further set provisions shall apply.

2. The following templates and documents are attached to the DTO/SWZ:

1.	Description of the subject of the order - Annex No. 1
2.	Offer form – Annex No. 2
3	JEDZ – Annex No. 3
4.	Declaration regarding the grounds for exclusion (contractor) - Annex No. 3a
5.	Declaration regarding the grounds for exclusion (entity providing resources) - Annex 4
6.	Template of the Contractor's declaration regarding the fulfillment of the information obligation under Art. 13 and 14 GDPR – Annex No. 5
7.	Draft Provisions of the Agreement – Annex No. 6
8.	Template of the list of supplies - Annex No. 7

ORDER DESCRIPTION

The subject of the order is the delivery and replacement of a generator at the Municipal Waste Thermal Processing Plant (ZTPOK) in Bydgoszcz at 22 Ernst Peterson Street.

The contractor is to deliver a new generator and replace it with the currently installed one: type: GSCR 900 Z4, serial no. 10255417 manufactured by Nidec ASI S.p.A.).
The current generator is driven by a bleed-condensing steam turbine type: DKEAX 630/525 no. cheese. 2591 produced by De Pretto Industrie S.r.l. via a reduction gear.
Cooperation and arrangements regarding:
Turbines - De Pretto Industrie S.r.l. Via A. Fogazzaro5, 36015 Schio (VI) Italy
Electricity outputs – D-Energia Sp. z o. o. 85-862 Bydgoszcz ul. Ernst Peterson 7
Control systems at ZTPOK – Emerson Process Management Sp. z o. o. 02-673 Warszawa
Konstruktorska Str. 13

Nominal parameters of the supplied generator:

Power: 16235 kVA

Voltage: 11,000 V

Current: 852.1 A

Rotational speed: 1500 1/min

Frequency: 50 Hz

Cosine phi: 0.85

Degree of protection: minimum IP54

Insulation class: minimum: F (max 1550C)

Temperature rise class: minimum B

To minimize partial discharges, at least anti-glow tapes should be used.

In order to avoid hot spots in the packages, the sheets should be isolated from each other. If necessary, one should deburr and re-insulate these sheets beforehand.

The delivered new generator cannot have worse parameters than the currently installed one.

Measurements

Due to the dimensions of the mounting hole in the ZTPOK roof, the installed generator cannot exceed dimensions of 480x260x390. In the attachment entitled "Generator dimensions" are the dimensions of the current generator, which was mounted through a hole in the roof.

SHAFT/CLUTCH/SUGAL

Brushes and shoe for rotor ground fault protection with continuous contact without monitoring device.

COOLING

Cooler design 2x100% (or 4x50%) for n-1 at 100% load, standard materials.

Currently, the intermediary cooling medium is water with an inlet temperature of 400C and a flow of 60 m³/h.

The generator must be protected against coolant leakage and moisture condensing on the radiator.

BEARINGS

DE-NDE

Stainless steel bearing oil inlet flanges

Manifold bearing oil outlet pipe, standard material

Manifold bearing oil inlet pipe, standard material

Oil connection for lifting the shaft (with pump if necessary)

stainless steel piping, only for lifting system.

CURRENT/VOLTAGE TRANSFORMER

3 pcs. 1-phase voltage transformers on the line side and 3 pcs. current transformers (1-phase, 1 for each phase) neutral side.

CONTROL AND MONITORING DEVICES

Oil flow sight glass for each bearing at the oil outlet

Flow indicator for each bearing (1 piece/bearing), analogue

Shaft vibration measurement is required, e.g.: Bently Nevada 3300XL, 4x proximity probes, 4x proximity sensor, with connection to an auxiliary terminal box.

It is required to measure the temperature of the stator windings with 9 measurement points and the stator core with 6 measurement points.

Temperature measurement is required for each bearing, i.e. DE and NDE sides.

ADDITIONAL EQUIPMENT

Foundation equipment in accordance with technical specifications (foundation slabs, levelling materials, anchor bolts, centring pins, etc.).

Tool/tools for extracting the rotor on site at ZTPOK.

SPARE PARTS

Spare parts to be supplied with the generator:

1 set of rotating diodes,

1 set of bearing shells with seals

1pcs Pt100 for each version

2 sets of brushes for rotor grounding

1 set of brushes to protect the rotor from ground faults

QUALITY TESTS

Conducting verification tests after each stage of generator construction and a final test at the manufacturer of the loaded generator

The Contractor will:

1. Deliver to the ZTPOK premises the generator, replaced instrumentation, cabinets, power connections, installations or their parts that need to be replaced or adapted (including, among others: lubricating oil, oil for lifting the shaft, generator cooling).
2. Dismantle the existing generator, instrumentation, installations, cabinets, power connections, etc. that will not be used for the new generator.
3. Install the new generator, necessary equipment, installations, cabinets, power and signaling connections, etc.
4. In case of replacing the cabinets with rails, provide space on the rails for connecting sensors for monitoring partial discharges.
5. Carry out alignment of the generator with the gearbox, all measurements and cold and hot verification tests.
6. Start up the new generator with the load and transmit energy to the external network.
7. Connect and introduce the necessary corrections of signaling parameters and interlocks into the DCS system in ZTPOK; Verify and correct the settings for the new unit for the synchronization systems, control system, and excitation system. They will develop to update the turbine-generator dynamic model. They will ensure proper cooperation of the new generator with the existing steam turbine control system.
8. Revise the generator protection settings and adapt them to the new unit as needed.
9. Carry out the arrangements required by law, including the NCRfG analysis. The turbine generator must be able to operate on site.
10. Provide, in Polish, technical and operational documentation of the new generator and the changed installations (oil, cooling, signaling, etc.), changes in power connections (including new cabinets), operating instructions, and the use of the replaced devices, including the generator.

11. Provide all certificates, including certificates of materials used, certificates of conformity, approvals for use, etc.
12. Provide reports on examinations, tests performed during the production of the generator, final tests, tests performed at the manufacturer and a report on start-up and load tests performed at ZTPOK. They will conduct heat test and verify performance by measuring and recording short circuit characteristics and load characteristics.
13. Check and inspect new electrical control cabinets and intersystem connections (AVR and protection).
14. Perform a check and inspection of existing wiring diagrams in relation to new generator junction boxes.
15. The employees of the Contractor and subcontractors should have appropriate authorizations to carry out work requiring such authorizations.

The Ordering Party will:

1. Dismantle and assemble the roof and provide a crane appropriate to the weight of the generator being delivered.
2. Transport the dismantled generator to the storage location and secure it for storage.
3. Provide a social room for the Contractor's employees and, if necessary, additional people to help with the work being carried out.

Guarantee and warranty for defects

The Contractor provides at least a 36-month quality warranty for the delivered items. Detailed rules regarding the removal of any defects discovered during the warranty period and the Contractor's obligations are set out in Annex No. 6 to the SWZ Draft provisions of the contract. The ordering party may use the warranty for defects in the subject of the order on the terms provided for by Polish law, including the Civil Code, unless the order contract expressly contains specific regulations in this respect.

Attachments description:

- 1) 10168EDES151R01 – contains technical parameters of the current generator.
- 2) 10168EDES152R02 – contains the characteristics of the current generator.
- 3) generator dimensions weight – contains dimensional data of the current generator.
- 4) connector – contains the dimensioning of the intermediate shaft between the reduction gear and the generator.
- 5) generator power output - includes diagrams, electrical data of connections, transformers, etc.
- 6) generator drawings – contains assembly drawings for the current generator.
- 7) SC300i24061708270 – placing the current turbogenerator on the foundation.
- 8) SC300i24061708280 – foundation drawings.
- 9) Attachment 2a- contains a drawing of roof trusses indicating the place through which the generator will be transported.
- 10) Attachment 2b - contains a drawing of the roof structures indicating the place through which the generator will be transported.

The ordering party does not divide the order into parts. The lack of division of the order into sections does not distort competition and does not limit the ability of small and medium-sized enterprises to obtain the order. For technical reasons, it is not possible to divide orders into parts.

OFFER FORM**Contractor's details:**

Name:

Registered office and address:

Phone number:

REGON number TIN

E-mail address

Bank account number

Name and number of the Register in which the Contractor is listed

(indicate data enabling access to these documents/website address)

Responding to the open tender advertisement entitled.

***Delivery and replacement of a generator at the Municipal Waste Thermal Transformation Plant
(ZTPOK) in Bydgoszcz at Ernst Peterson str. 22
Reference number MKUO ProNatura ZP/NO/30/24***

1. We offer the execution of the subject of the order within the time, scope and conditions specified in the SWZ together with annexes, including contracts for:

1) gross price:* (written as:
.....)

net price:* (written as:
.....)

VAT value:

*specify the offer currency

2) We undertake to deliver the generator within days from the date of signing the contract
(provide the full number **days** in accordance with the tender evaluation criterion applicable in the procedure)

2. Additionally:

1. I/We declare that I/we have read and obtained, at my own responsibility and risk, all relevant information about the conditions under which the subject of the order will be implemented and that I/we have included it in the calculation of the offer price.
2. I/We declare that I/we have read the SWZ together with the annexes and explanations and modifications of the SWZ provided by the Ordering Party and I/we consider ourselves bound by the provisions specified therein.
3. I/We have read the attached Draft Provisions of the Agreement and, if my/our offer is selected, I/We undertake to conclude the agreement on the terms and conditions specified therein, at the place and date specified by the Ordering Party.

4. We agree to pay the amount due by transfer within 30 days from the date of delivery of correctly issued VAT invoices to the Ordering Party.
5. The required deposit in the amount of PLN was submitted in the form of
6. We consider ourselves bound by the offer for the period specified in the SWZ.
7. ** In order to demonstrate compliance with the conditions for participation in the proceedings referred to in Art. 112 section 2 of the Public Procurement Law (hereinafter referred to as PZP), we rely on the resources of the following entities, regarding terms set out in Art. 118 PZP:
 - a. Name and address of the entity.....
concerning meeting the participation conditions referred to in Part III, section 1 point 1.2 point 4 of the SWZ in scope,
8. The key task under the order, i.e. installation of the generator, I/we will perform ****independently/**** part of the order (specify the scope):
..... I/we intend to entrust it to subcontractors..... (please indicate subcontractors if the contractors are already known).
9. **Fill out only in the case of a foreign entity:**

Fill in only in the case of a foreign entity or if the selection of the offer will result in tax liability for the Ordering Party:

NET WORTH SUM*

*specify the currency of the offer

The contractor has the appropriate EU VAT identification number:

If the selection of the offer should result in the Ordering Party's tax liability (in particular in the case of intra-Community purchases or imports), in order to evaluate the offer, the Ordering Party adds to the price presented therein the tax on goods and services which it would be obliged to pay in accordance with applicable regulations. The contractor states the price without VAT.

I declare that the selection of the offer will result in the Ordering Party being subject to tax obligations in accordance with the provisions on tax on goods and services (reverse charge VAT mechanism) in relation to goods or services

According to the table below:

NO	Name (type) of the good or service	Quantity	Price per unit. without VAT	THE NET VALUE
	TOGETHER			

In order to evaluate such an offer, the Ordering Party adds to the price presented therein the tax on goods and services, which they would be obliged to pay in accordance with applicable regulations.

The VAT rate that, according to the Contractor's knowledge, will apply in %

I hereby declare that I am aware that in the event of importing goods from outside the EU, the Contractor will be obliged to pay all related public liabilities, including customs duties on the import of goods.

In addition, please provide the answers the following questions:

- **Does the Contractor have a registered office or permanent place of business in Poland from which, as a contractor, they will deliver goods or provide services indicated in the order?**

<i>YES NO</i>
<ul style="list-style-type: none"> • <i>If NO - Does the Contractor have a plant in Poland?</i>
<i>YES NO</i>
<ul style="list-style-type: none"> • <i>If YES - Please provide a declaration that the receivables paid are not related to the operations of the plant in Poland.</i>

10. We are a micro/small/medium-sized enterprise **,**

11. We come from another Member State: **yes/ **no.

12. We come from another country that is not a member of the European Union: **yes/ **no.

13. Pursuant to Art. 18 section 3 of the Act of September 11, 2019 Public Procurement Law, the information indicated below contained in the offer constitutes a business secret within the meaning of the provisions on combating unfair competition and therefore cannot be made available, in particular to other participants of the proceedings:

l.p.	Designation of the type (name) of information	Pages in the offer (expressed in numbers)	
		From	To

The attachments to the offer include:

- 1) JEDZ (Annex No. 3) - pcs.,
- 2) Statement regarding the grounds for exclusion according to Annex No. 3a - ... pcs.
- 3) excerpt or information from the National Court Register or CEIDG
- 4) *authorization (if applicable),
- 5) GDPR declaration - according to Annex 5 to the SWZ
- 6) * an obligation of the entity providing resources to provide the Contractor with the necessary resources for the purpose of implementing the order or other subjective means of evidence confirming that the contractor, when implementing the order, will have the necessary resources of these entities at its disposal - if applicable
- 7) Statement of the entity providing resources regarding the grounds for exclusion according to Annex No. 4 - pcs - (if applicable)

** cross out unnecessary

***within the meaning of Art. 7 of the Act of March 6, 2018, Entrepreneurs' Law (consolidated text: Journal of Laws 2024, item 236)

Contractor's details:

Name:

Registered office and address:

Phone number:

REGON number TIN

E-mail address

Bank account number

DECLARATION**DECLARATION OF THE CONTRACTOR/CONTRACTORS JOINTLY APPLYING FOR THE AWARD OF THE CONTRACT**

regarding the grounds for exclusion under Art. 5k of Regulation 833/2014 and Art. 7 section 1 of the Act on special solutions for counteracting support for aggression against Ukraine and for protecting national security

provided pursuant to the provisions of Art. 125 section. 1 PZP

For the purposes of the public procurement procedure entitled Delivery and replacement of the generator at the Municipal Waste Thermal Processing Plant (ZTPOK) in Bydgoszcz located at 22 Ernst Peterson Street, Reference number MKUO ProNatura ZP/NO/30/24 run by Intermunicipal Waste Disposal Complex ProNatura Sp. z o. o. based in Bydgoszcz, I declare the following:

STATEMENTS REGARDING THE CONTRACTOR:

1. I declare that I am not subject to exclusion from the proceedings pursuant to Art. 5k of Council Regulation (EU) No. 833/2014 of 31 July 2014 concerning restrictive measures in connection with Russia's actions destabilizing the situation in Ukraine (OJ EU No. L 229 of 31/07/2014, p. 1), hereinafter referred to as: Regulation 833/2014, as amended by Council Regulation (EU) 2022/576 amending Regulation (EU) No. 833/2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine (OJ EU No. L 111 of 8.4 .2022, p. 1), hereinafter referred to as: Regulation 2022/576.1
2. I declare that there are no grounds for exclusion from the proceedings pursuant to Art. 7 section 1 of the Act of April 13, 2022 on special solutions in the field of counteracting support for aggression against Ukraine and serving to protect national security (consolidated volume: Journal of Laws of 2024, item 507).³

INFORMATION REGARDING RELIANCE ON THE CAPABILITIES OR SITUATIONS OF THE ENTITY PROVIDING RESOURCES TO THE EXTENT CORRECTING TO MORE THAN 10% OF THE ORDER VALUE:

³Pursuant to art. 7 section 1 of the Act of April 13, 2022 on special solutions for counteracting support for aggression against Ukraine and for the protection of national security, the following are excluded from the public procurement procedure or competition conducted under the Public Procurement Law:

- 1) a contractor and a competition participant present on the lists specified in Regulation 765/2006 and Regulation 269/2014 or was placed on the list on the basis of the decision on the application of the measure referred to in Art. 1 point 3 of the Act;
- 2) a contractor and a competition participant whose real beneficiary within the meaning of the Act of March 1, 2018 on counteracting money laundering and terrorism financing (Journal of Laws of 2022, items 593 and 655) is a person placed on the lists specified in the regulation 765/2006 and Regulation 269/2014; or entered on such list, or is being such a beneficial owner as of February 24, 2022, provided that they were placed on a list on the basis of a decision on the application of the measure referred to in Art. 1 point 3 of the Act;
- 3) the contractor and the competition participant whose parent entity within the meaning of Art. 3 section 1 point 37 of the Act of 29 September 1994 on Accounting (Journal of Laws of 2021, items 217, 2105 and 2106), is an entity placed on the lists specified in Regulation 765/2006 and Regulation 269/2014 or entered on list or being such a parent entity from February 24, 2022, provided that it was placed on the list on the basis of a decision on entry on the list on the application of the measure referred to in Art. 1 point 3 of the Act.

[In case there is more than one resource provider on whose capacity or situation the contractor relies, it should be used as many times as necessary.]

I declare that in order to demonstrate compliance with the conditions for participation in the procedure specified by the ordering party in (indicate the document and the appropriate editorial unit of the document that specify the conditions for participation in the proceedings), I rely on the abilities or circumstances of the following resource provider: (provide the full name/company name, address and, depending on the entity: NIP/PESEL, KRS/CEiDG), to the following extent: (determine the appropriate scope of resources made available to the indicated entity). I declare that in relation to this entity there are no grounds for exclusion from the contract award procedure provided for in Art. 5k of Regulation 833/2014 as amended by Regulation 2022/576.

STATEMENT REGARDING THE SUBCONTRACTOR WHO ACCOUNTS FOR MORE THAN 10% OF THE ORDER VALUE:

[WARNING: complete only in the case of a subcontractor (other than the entity providing resources) that accounts for more than 10% of the order value. In the case of more than one subcontractor on whose capacity or situation the contractor does not rely and who accounts for more than 10% of the contract value, apply as many times as necessary.]

I declare that in relation to the following entity, which is a subcontractor, responsible for more than 10% of the order value: (give full name/company name, address and, depending on the entity: NIP/PESEL, KRS/CEiDG), there are no grounds for exclusion from the contract award procedure provided for in Art. 5k of Regulation 833/2014 as amended by Regulation 2022/576.

STATEMENT CONCERNING THE SUPPLIER WHO ACCOUNTS FOR MORE THAN 10% OF THE ORDER VALUE:

[WARNING: fill in only in the case of a supplier who accounts for more than 10% of the order value. In case of more than one supplier accounting for more than 10% of the contract value, apply as many times as necessary.]

I declare that in relation to the following entity, which is a supplier and accounts for more than 10% of the order value: (provide the full name/company name, address and, depending on the entity: NIP/PESEL, KRS/CEiDG), there are no grounds for exclusion from the contract award procedure provided for in Art. 5k of Regulation 833/2014 as amended by Regulation 2022/576.

DISCLAIMER REGARDING THE INFORMATION PROVIDED:

I declare that all information provided in the above declarations is valid and true and was presented with full awareness of the consequences of misleading the ordering party when presenting the information.

INFORMATION REGARDING ACCESS TO SUBJECT MEANS OF EVIDENCE:

I indicate the following subjective means of evidence that can be obtained using free and publicly available databases, as well as data enabling access to these means:

- 1) <https://www.gov.pl/web/mswia/lista-osob-i-podmiotow-objetych-sankcjami>
- 2) <https://eur-lex.europa.eu/legal-content/PL/TXT/?uri=CELEX%3A02006R0765-20220413>
- 3) <https://eur-lex.europa.eu/legal-content/PL/TXT/?uri=CELEX%3A02014R0269-20220421>
- 4) <https://prod.ceidg.gov.pl/ceidg.cms.engine/>
- 5) <https://ekrs.ms.gov.pl/web/wyszukiwarka-krs/strona-glowna/index.html>
- 6) <https://crbr.podatki.gov.pl/adcrbr/#/>

7)

(indicate the subjective means of evidence, internet address, issuing office or body, detailed reference data of the documentation)

.....

Date; valid electronic signature

Data of the Entity/Party providing the resources:

Name:

Registered office and address:

Phone number:

REGON TIN

E-mail address

Bank account number

STATEMENTS OF THE ENTITY/PARTY PROVIDING RESOURCES

regarding the grounds for exclusion under Art. 5k of Regulation 833/2014 and Art. 7 section 1 of the Act on special solutions for counteracting actions supporting aggression against Ukraine and for the protection of national security

submitted pursuant to Art. 125 section 5 PZP

For the purposes of the public procurement procedure entitled Delivery and replacement of a generator at the Municipal Waste Thermal Transformation Plant (ZTPOK) in Bydgoszcz at 22 Ernst Peterson str., Reference No. MKUO ProNatura ZP/NO/30/24 run by Municipal Waste Disposal Complex ProNatura Sp. z o. o. located in Bydgoszcz, I declare the following:

STATEMENTS REGARDING THE ENTITY/PARTY PROVIDING RESOURCES:

- 1) I duly declare that there are no grounds for exclusion from the proceedings pursuant to Art. 5k of Council Regulation (EU) No. 833/2014 of 31 July 2014 concerning restrictive measures in connection with Russia's actions destabilizing the situation in Ukraine (OJ EU No. L 229 of 31/07/2014, p. 1), hereinafter referred to as: Regulation 833/2014, as amended by Council Regulation (EU) 2022/576 amending Regulation (EU) No. 833/2014 concerning restrictive measures in connection of Russia's actions destabilizing the situation in Ukraine (OJ EU No. L 111 of 8.4 .2022, page 1), hereinafter referred to as Regulation 2022/576.⁴
1. I duly declare that there are no grounds for exclusion from the proceedings pursuant to Art. 7 section 1 of the Act of April 13, 2022 on special solutions for counteracting support for aggression against Ukraine and for the protection of national security (consolidated text: Journal of Laws of 2024, item 507).⁵

⁴Pursuant to art. 5k paragraphs 1 of Regulation 833/2014, as amended by Regulation 2022/576, it is prohibited to award or continue to perform any public contracts or concessions falling within the scope of the public procurement directives, as well as the scope of Art.10 section1, 3, section6 point a)-e), section8, 9 and 10, art.11, 12, 13 and 14 of Directive 2014/23/EU, art.7 and 8, art.10 pt.b)-f) and point h)-j) of Directive 2014/24/EU, Art.18, art.21 point b)-e) and point g)-i), Art.29 and 30 of Directive 2014/25/EU and Art.13 point.a)-d), points f)-h) and point j) Directive 2009/81/EC for or with the participation of:

- 1) Russian citizens or natural or legal persons, entities or bodies based in Russia;
 - a) legal persons, entities or bodies whose ownership rights directly or indirectly belong to the entity referred to in point a) in more than 50%. (a) this paragraph; or
 - b) natural or legal persons, entities or bodies acting on behalf or under the direction of the entity referred to in point (a).a) or b) of this paragraph,

w tym podwykonawców, dostawców lub podmiotów, na których zdolności polega się w rozumieniu dyrektyw w sprawie zamówień publicznych, w przypadku gdy przypada na nich ponad 10 % wartości zamówienia.

⁵Pursuant to the content of art. 7 section 1 of the Act of April 13, 2022 on special solutions for counteracting supporting aggression against Ukraine and for the protection of national security, the following are excluded from the public procurement procedure or competition conducted under the Public Procurement Law:

- 1) a contractor and a competition participant listed in the lists specified in Regulation 765/2006 and Regulation 269/2014 or entered on the list on the basis of the decision on entry on the list deciding on the application of the measure referred to in Art. 1 point 3 of the Act;
- 2) contractor and competition participant, whose real beneficiary within the meaning of the Act of March 1, 2018 on counteracting money laundering and terrorism financing (Journal of Laws of 2022, items 593 and 655) is a person placed on the lists specified in Regulation 765/ 2006 and Regulation 269/2014 or was placed on the list or being such a beneficial owner as of February 24,

DISCLAIMER REGARDING THE INFORMATION PROVIDED:

I declare that all information provided in the above declarations is current and true and was presented with full awareness of the consequences of misleading the ordering party through presenting the information.

INFORMATION REGARDING ACCESS TO SUBJECT MEANS OF EVIDENCE:

I indicate the following subjective means of evidence that can be obtained using free and publicly available databases, as well as data enabling access to these means:

- 1) <https://www.gov.pl/web/mswia/lista-osob-i-podmiotow-objetych-sankcjami>
- 2) <https://eur-lex.europa.eu/legal-content/PL/TXT/?uri=CELEX%3A02006R0765-20220413>
- 3) <https://eur-lex.europa.eu/legal-content/PL/TXT/?uri=CELEX%3A02014R0269-20220421>
- 4) <https://prod.ceidg.gov.pl/ceidg.cms.engine/>
- 5) <https://ekrs.ms.gov.pl/web/wyszukiwarka-krs/strona-glowna/index.html>
- 6) <https://crbr.podatki.gov.pl/adcrbr/#/>
- 7)

(indicate the subjective means of evidence, internet address, issuing office or body, detailed reference data of the documentation)

.....

Date; valid electronic signature

2022, provided that it was entered on the list on the basis of a decision on the application of the measure referred to in Art. 1 point 3 of the Act;
3) the contractor and the competition participant whose parent entity within the meaning of Art. 3 section 1 point 37 of the Act of 29 September 1994 on Accounting (Journal of Laws of 2021, items 217, 2105 and 2106), is an entity placed on the lists specified in Regulation 765/2006 and Regulation 269/2014 or was placed on list or being such a parent entity from February 24, 2022, provided that it was entered on the list on the basis of a decision on the application of the measure referred to in Art. 1 point 3 of the Act.

DECLARATION

to the proceedings entitled Delivery and replacement of a generator at the Municipal Waste Thermal Processing Plant (ZTPOK) in Bydgoszcz, 22 Ernst Peterson str. ; ref. no. case: MKUO ProNatura ZP/NO/30/24

Acting on behalf of and for the benefit of the Contractor, I declare that I have fulfilled the information obligations provided for in Art. 13 or art. 14 GDPR towards natural persons from whom I obtained personal data directly or indirectly, in order to apply for a public procurement contract in this procedure and which I have provided, or will provide to the Ordering Party.

Draft provisions of the contract

AGREEMENT**MKUO ProNatura ZP/NO/30/24**

concluded on 2024 between:

Intermunicipal Waste Disposal Complex ProNatura Sp. z o. o. located at 22 E. Peterson str., 85-862 Bydgoszcz, entered into the Register of Entrepreneurs of the National Court Register by the District Court

in Bydgoszcz, 13th Commercial Division of the National Court Register under number 0000296965; with the share capital of PLN 29,997,000.00 paid in full, TIN 953-25-59-741, REGON 340378577, BDO 000010322

represented by:

1) _____

1. _____

hereinafter referred to as „**Ordering Party**”

and

_____ hereinafter referred to as „**Contractor**”

collectively referred to as „**Parties**”,

with the following content:

The Representatives of the Parties declare that they are fully authorized to conclude this Agreement and that their powers have not expired or been limited.

Taking into account the fact that the Contractor was selected in a public procurement procedure conducted in an open tender, in accordance with the provisions of the Act of September 11, 2019 - Public Procurement Law (consolidated text: Journal of Laws of 2023, item 1605, as amended, hereinafter referred to as PZP) based on the Contractor's offer of _____ 2024. year, an agreement was concluded with the following content:

§ 1**Definitions**

1. In this Agreement, the following terms will be understood and interpreted as follows:

- 1) Agreement - this agreement concluded between the Ordering Party and the Contractor regarding public procurement together with all annexes.
- 1) Offer - the Contractor's offer of _____ 2024. along with all attachments.
- 2) OPZ - description of the subject of the order, constituting Annex No. 1 to the SWZ.
- 3) ZTPOK - Municipal Waste Thermal Transformation Plant at 22 E. Peterson str. in Bydgoszcz, to which the Subject of the Agreement will be delivered and installed.
- 4) PZP - Act of September 11, 2019 - Public Procurement Law (consolidated volume: Journal of Laws of 2023, item 1605, as amended).

- 5) Final Acceptance Protocol - a document signed by the Ordering Party and the Contractor and confirming the fulfillment of all obligations arising from the Agreement, including the submission by the Contractor of all required documents, approvals, certificates and attestations enabling the correct operation of the ZTPOK turbine set in accordance with the provisions of the law, confirming positive test results commissioning and after training the Ordering Party's staff in the operation of the delivered and installed generator.
- 6) Work Area - a place on the ZTPOK premises where the generator assembly works are carried out, made available to the Contractor for the duration of their implementation.
- 7) Civil Code - Act of April 23, 1964, Civil Code (consolidated volume: Journal of Laws of 2023, item 1610, as amended).
- 8) Order Documents - order documents within the meaning of the Public Procurement Law, applicable in the Procedure, which constitute an integral part of this Agreement. 2. The content of this Agreement and its annexes, in particular the DOT/SWZ, OPZ and the Contractor's Offer, should be treated as mutually complementary and mutually explanatory.

§ 2

Subject of the Contract

1. The contractor obliges to implement the subject of the contract, which consists in the delivery of a brand new generator to ZTPOK and its installation, so as to ensure technical and technological cooperation (connection) of the device with the current system of devices and systems of the thermal waste processing installation. In particular, the subject of the order also includes:
 - a) Disassembly works of the current generator to the extent specified in the OPZ,
 - b) Carrying out, after completing the assembly work, start of the turbine set, which will include the delivered generator,
 - c) training of the Ordering Party's staff in matters of the operation of the device, its maintenance/servicing, health and safety rules related to operation,
 - d) developing and submission of technical and operational documentation for the generator to the Ordering Party,
 - e) providing Certificates of Compliance of the devices with CE standards and other documents required by law, such as approvals or certificates for the delivered device(s).
2. A detailed description of the subject of the order and the requirements and conditions for its implementation are included in the Order Documents, including **OPZ** and **DOT/SWZ**.
3. The subject of the contract is comprehensive and in the scope of assembly works and start-up tests at ZTPOK, it must be performed in accordance with applicable regulations and applicable standards, taking into account occupational health and safety and fire protection regulations.
4. The Contractor declares that:
 - 1) they have appropriate authorizations required to perform the services it offers, as well as appropriate personnel and equipment;
 - 2) they perform, professionally, as part of his business activity, the type of work covered by this contract, and that they have the necessary knowledge, experience and skills to perform them with the utmost care and in accordance with the provisions of generally applicable law and applicable standards and guidelines of the Ordering Party;
 - 3) they received the necessary information from the Ordering Party regarding the conditions for carrying out the works and familiarized themselves with the existing installations, place and assembly conditions to the extent necessary for the proper

performance of the Agreement, in particular - by participating in a site visit organized by the Ordering Party.

§ 3

Obligations of the Parties

1. The Contractor, to the extent necessary to perform the subject of the contract - in particular in the scope of installation works and start-up of the generator - in accordance with the division of tasks indicated in the OPZ, is obliged to provide the necessary equipment and devices as well as employee equipment, including health and safety measures required by law.
2. The Contractor is fully responsible for the selection of appropriate materials, equipment and techniques for implementing the Subject of the Agreement.
3. The subject matter of the contract also includes activities not expressly listed in this Agreement or its annexes, necessary for the proper execution of the listed activities, the need for which the Contractor could have foreseen while maintaining due diligence typical of a professional.
4. The Ordering Party obliges to provide the Contractor with all further necessary information, explanations and documents during the work - provided that the Ordering Party has them in possession. The Contractor will obtain all other additional documentation and information under its own efforts and at its own expense under this contract.
5. The Contractor obliges to cooperate closely with the Ordering Party, including to immediately inform about any circumstances that have or may have an impact on the correct and timely implementation of the subject of the contract.
6. At the stage of installation of the generator on the premises of ZTPOK and its commissioning, the Ordering Party will create the necessary organizational conditions to the extent necessary to execute this task under this contract.
7. The Contractor will perform the Subject of the Agreement with the utmost care, appropriate to the professional nature of the business.
8. The Contractor will ensure the safety of all persons authorized to be present in the work area in accordance with the relevant occupational health and safety regulations, including those in force at the Ordering Party.
9. Assembly works and tests will be carried out taking into account the instructions and internal regulatory acts applicable at ZTPOK. The above-mentioned instructions will be provided by the Ordering Party. The Ordering Party will conduct occupational health and safety training required by internal procedures to the extent necessary due to the type of services ordered. The Employer's employees responsible for maintaining health and safety rules will provide the Contractor with relevant information and possible documents regarding health and safety rules in force at the place of work. The aforementioned does not release the Contractor from any responsibility for compliance with occupational health and safety regulations and ensuring their compliance by his employees, subcontractors and subcontractors, and does not result in the Ordering Party assuming any responsibility for health and safety towards the Contractor's employees, subcontractors and subcontractors..
10. The Contractor ensures that the equipment used (devices, machines, tools) and employees' equipment, including health and safety measures, will meet the applicable health and safety requirements required by law to the extent necessary for the implementation of the contract.
11. The Contractor declares that the persons or employees performing the services will always have valid medical examinations allowing them to perform work, taking into account the risks for a given type of work/position, as well as the required authorizations and training necessary to perform the work that is the subject of this contract. At the request of the Ordering Party, the Contractor will provide the Ordering Party with copies of the above-mentioned documents

regarding the persons implementing the contract.

12. The Ordering Party will make the Work Site available to the Contractor in a protocol no later than 2 days before the commencement of assembly works or another time agreed by the Parties, provided that the Contractor meets the conditions listed in points 10 and 11. If necessary, at the request of the Contractor, the Ordering Party may provide or temporarily transfer to the Contractor an additional area to perform the necessary preparatory work.
13. The Ordering Party provides electricity, water and social facilities for the needs of Contractor's employees.
14. The Contractor will provide the Ordering Party with a set of documents, operating instructions, declarations of conformity, all types of certificates, materials and equipment delivered under the contract.
15. In the event of personal injury, destruction or damage to equipment or property of the Ordering Party or other entities during the execution of the Agreement, the Contractor shall be fully liable for damages, including the costs of repairing/restoring the damaged or destroyed property to its previous condition. In the event of damage or destruction during the execution of the contract of the existing technical infrastructure, including, among others, devices, buildings, surfaces, the Contractor is obliged to restore the damaged or destroyed infrastructure to its previous condition at its own expense.
16. The Contractor is obliged to insure the generator from the very beginning of its production until the completion of the contract confirmed by the Final Acceptance Protocol, taking into account the extension of protection in the event of certain activities being performed by third parties. The contractor is obliged to insure the generator to the minimum extent: property insurance (preferred in the all risk system) as well as during production, construction and assembly, trials and tests (CAR/EAR) and during transport (Cargo) and during crane movement within ZTPOK . The minimum required insurance sum should not be less than the equivalent of PLN 6,000,000, for a single and all events during the period of security/guarantee. The Contractor is obliged to have a confirmed, paid insurance policy, which he is obliged to present at each request of the Ordering Party. Immediately after concluding such an insurance contract, the Contractor will submit to the Ordering Party for inspection a policy confirming insurance coverage together with proof of payment of the due premium, and a copy of it will constitute an attachment to this Agreement.
17. The Contractor is additionally obliged to have, throughout the entire period of implementation of the Agreement, civil liability insurance related to its activities covering the scope of this Agreement, i.e. design, delivery and installation of equipment for generating electricity, including generators, including extensions ensuring protection under the subject order for a guarantee sum no lower than the equivalent of PLN 2,000,000, for each and all events in a confirmed paid insurance policy, which he is obliged to present at each request of the Ordering Party. When concluding this Agreement, the Contractor will submit to the Ordering Party for inspection a policy confirming insurance coverage together with proof of payment of the due premium, and a copy thereof will constitute an appendix to the Agreement.

§ 4

Projects and documentation

1. Together with the subject of delivery and the works, the Contractor will provide all relevant approvals, certificates, technical approvals, operating manuals, technical documentation (including DTR), diagrams, technical drawings, executive and sub-executive designs, electrical installation diagrams, etc. The above and the Designs will be hereinafter referred to as including

Documentation.

2. The Contractor is obliged to provide the Ordering Party with the following documents and their confirmation within the mentioned deadlines:
 - 1) within 3 months from the date of conclusion of the contract / before delivery of the device to ZTPOK - design of the generator and design of installation of the device at its place of work and its connection to existing technological lines (hereinafter referred to as Projects),
 - 2) within 7 days before start-up (tests):
 - a. start-up design
 - b. Operation manual,
 - 3) no later than 2 (two) days before start-up - generator operating instructions printed and then bound in covers, A4 format, in 2 copies and 2 copies in an electronic version. These instructions must contain at least:
 - A list of delivered devices with the manufacturer's name, serial number and catalog number of the device,
 - A list of routine activities related to the operation of each of the supplied devices,
 - Catalog of spare parts that the Ordering Party should be in possession of,
 - List of tools and preservatives,
 - Drawings of main sections of the generator
 - Schematic diagrams and diagrams of control panels and controller systems,
 - Diagrams of electrical connections between the control panel, controller systems and installed devices,
 - Approvals or declarations of test compliance for the delivered device,
 - List of recommended greases and oils.
 - 4) Following the completed start-up (tests), the Contractor will submit a start-up report to the Ordering Party for approval, containing at least:
 - a. reports of tests, tests and inspections carried out, including a start-up log,
 - b. detailed report for the user detailing all problems that occurred during start-up,
 - c. technical reports on the start-up process and results of start-up work with an assessment of the operation of machines, devices and installations, recording all changes compared to the design solutions made during the start-up and its conclusions,
 - d. protocols confirming compliance of the delivery and assembly works with the Agreement and design documentation.
3. The Contractor will provide the Ordering Party with 2 bound copies in a paper version in A4 format and 2 copies in a digital version with technological documentation, i.e. operation and maintenance manual and technical and operational documentation.
4. The documentation provided must be prepared in Polish or submitted with a translation into Polish. Errors in the translation of the documentation are the responsibility of the Contractor, and only the Documentation in Polish is binding for the Ordering Party in the course of using the works and equipment, including to the extent affecting warranty rights.
5. The documentation will be, each time (unless the Agreement provides otherwise), provided in 2 (two) copies in paper version with an electronic medium attached to each copy. The electronic medium should contain the complete digital version of the Documentation.
6. The Parties will prepare a documentation transfer protocol containing a list of the transferred Documentation.

7. The Contractor will attach a written declaration to the submitted Documentation stating that the Documentation is prepared in accordance with applicable regulations, standards and principles of technical knowledge and is complete.
8. If any of the documents specified in 1 - 2 are missing, the Documentation is incomplete or non-compliant with the provisions of section 3-6, the Ordering Party may refuse to accept it. The Contractor will then complete or correct them within a time period mutually agreed by the parties, no longer than 14 calendar days.
9. Lack of remarks from the Ordering Party within 14 days of submitting the Documentation is deemed to be acceptance of the Documentation by the Ordering Party. The above does not constitute confirmation of the quality and correctness of the documentation, for which the Contractor is solely responsible.

§ 5

Delivery and Installation works

1. The Contractor assures the Ordering Party that the generator delivered by them will be brand new, unused, free of technical, production and material defects and consistent with the parameters specified in the SWZ.
2. The Contractor bears all risks related to damage, loss and destruction of the Subject of the Agreement until its official acceptance by the Ordering Party after completion of assembly and start-up procedure, with the exception of damage caused by the sole fault of the Ordering Party, their staff or persons acting on their behalf or introduced by them to the ZTPOK premises. The contractor will ensure loading, transport, unloading, assembly and start-up procedure of the generator that is the subject of the agreement - at their own expense and risk. The Contractor will ensure that the device is packed and secured during transport in a manner consistent with applicable technical standards to prevent damage or deterioration of quality. The Contractor will provide appropriate marking of the subject of the agreement as required by law during transportation and operation of the equipment.
3. The Contractor will insure the subject of the agreement until the completion of the contract, confirmed by the Final Acceptance Protocol, in accordance with the requirements specified in § 3 section 16, and will also bear all other costs related to its delivery.
4. The assembly area will be made accessible in an appropriate protocol. The Contractor is liable for any damage caused on the premises of ZTPOK in connection with the assembly works carried out or during their execution, excluding damage caused solely by the fault of the Ordering Party, persons acting on their behalf or persons introduced by them to the premises of ZTPOK.
5. In the event of personal injury, destruction or damage to equipment or property of the Ordering Party or other entities during the execution of the Agreement - the Contractor shall be liable for damages (including the costs of repairing/restoring the damaged or destroyed property to its previous condition) to the full extent, subject to section 4 sentences 2.
6. The Ordering Party will provide:
 - 1) Social facilities for the Contractor's employees, meeting the requirements specified by law, in particular regarding health and safety regulations.
 - 2) electricity, water and other utilities necessary to carry out the works.
7. In the event that the Contractor's staff does not speak Polish, the Contractor will ensure, at their own expense, contact with people with the direct, personal participation of a Polish translator.
8. The Contractor ensures that all persons designated by them to implement this Agreement have

appropriate qualifications, training and authorizations required by law, in particular health and safety regulations, and that this condition will persist throughout the entire period of implementation of the Agreement.

9. The contractor will ensure that order is maintained in the work area.
10. Removal of all auxiliary equipment, unnecessary materials and generated waste will take place in accordance with applicable regulations at the Contractor's expense.
11. The Contractor is obliged to immediately notify the Ordering Party in writing about any possible events and circumstances that may result in a delay in the implementation of the subject of the agreement.

§ 6

Deadlines

1. The subject of the contract will be completed, in accordance with the Contractor's offer, within a maximum of ___ days (in accordance with the Contractor's offer) from the date of conclusion of the contract.
2. The Contractor is obliged, within two weeks from the date of conclusion of the contract, to present to the Ordering Party a schedule for the execution of the order, divided into design time, construction of the stator, rotor, arrangement of the stator windings, testing of the generator in the Contractor's workshop, final production of the generator, prefabrication of additional cabinets, devices, and software development necessary for generator's operation.
3. The Contractor is obliged to submit a schedule of delivery and disassembly, assembly, start-up procedure and testing works to the Ordering Party for approval at least one month in advance.
4. The exact (day) date of delivery and installation of the generator will be agreed by the Parties.
5. The above deadlines may be changed due to the occurrence of:
 - 1) acts of force majeure (e.g. national/street riots, natural disasters, general or local protests), having a direct impact on the timely execution of the contract, including the production of the generator or its assembly and start-up.
 - 2) circumstances attributable to the Ordering Party and not attributable to the Contractor,
 - 3) circumstances that the Parties could not have predicted at the time of concluding the contract, despite exercising due diligence.

In connection with the above provisions, the Contractor is obliged to submit an appropriate application to change it before the expiry of a given contractual deadline, presenting the factual circumstances justifying the change of the deadline. Unless otherwise provided for in the provisions of this Agreement or technological conditions, the date may be changed only in accordance with the duration of the reason specified in section 5.

6. The delays referred to in section 5 must be appropriately documented, and any change to the contract appropriate to their occurrence requires acceptance from the Ordering Party.

§ 7

Subcontractors

1. The Contractor cannot use the services of subcontractors to the extent in which this SWZ reserves specific works to be personally executed by Contractor, therefore, in accordance with the Ordering Party's reservation regarding the personal execution of a key task by the Contractor and in accordance with the submitted offer, the Contractor will perform the subject of the order himself in the scope of assembling the generator, and with the help of Subcontractors in the scope of

2. The Contractor shall be liable for the actions or omissions of their Subcontractors and their further subcontractors, employees and persons acting on their behalf (or, respectively, on behalf of their subcontractors and their further subcontractors) as if those were their own actions or omissions.
3. The provisions of paragraph 2 above also apply to such third parties, such as carriers and shipping agents.
4. In case of an improper execution of duties being found, the Ordering Party may request the Contractor to remove the Subcontractor or other designated person from the Contractor's or Subcontractor's staff, and the Contractor will ensure that the Subcontractor or this person will leave the work area within 1 calendar day and will have no further influence and in connection with activities related to the execution of the Agreement.

§ 8

Collections/ Start-up/ Training

1. The Contractor is obliged to report to the Ordering Party the completed assembly works after carrying out necessary tests.
2. The Contractor will carry out the required start-up procedures (tests) and training in accordance with the requirements specified in the Agreement and its annexes, including SWZ and OPZ.
3. The correctness of the execution of the Subject of the Agreement will be confirmed by start-up tests, which will be carried out at full production capacity for at least 5 days in continuous operation. The material (waste), personnel (with exception of the required Contractor's staff) and utilities necessary to carry out the start-up procedures (tests) and the management of waste streams resulting from them, will be provided by the Ordering Party at their own expense. The Contractor will provide and cover the costs of their own staff necessary to conduct start-up and supervision of the Employer's staff.
4. Before attempting the start-up procedures, the Contractor will train the Employer's staff, who will later take part in the start-up procedures. The Contractor will provide appropriate training for the Employer's Staff in the operation and understanding of all systems and technologies used, periodic inspections, repairs and operation of the Works. The training will be conducted before and during the start-up procedure, in accordance with the requirements of the Ordering Party and the detailed training program prepared by the Contractor before the attempts and appropriately approved by the Ordering Party.
5. All training and instructions will be conducted in Polish. Each service employee will receive a certificate issued by the Contractor confirming receiving of appropriate training. The Contractor is obliged to train at least 2 employees in accordance with the job instructions developed by the Contractor and approved by the Ordering Party, for a period of not less than 2 x 8 hours for each trained employee included in the Ordering Party's Staff.
6. Completion of the training will be confirmed by an appropriate protocol drawn up by authorized representatives of both parties and a written confirmation by the Ordering Party's employees of participation in the training.
7. All start-ups and tests should be carried out with the participation of the Ordering Party. The purpose of the start-ups is to make a final protocol assessment of the compliance of the works with the technical requirements of OPZ
8. The Contractor will carry out the start-up of the internal installations and devices in accordance with the program they themselves prepared. The Contractor will notify the Ordering Party 4 days in advance of the date after which it will be ready to carry out the procedure, and such

will be carried out after this date, on the day designated by the Parties.

9. The Parties agree on the following start-up stages:

- 1) Pre-start-up tests - mechanical start-up in the presence of a representative of the device supplier, consisting of checking their cleanliness, tightness, patency, fastening and operation, starting machines and mechanisms, performing operational tests, etc.
- 2) Technological start-up - the purpose of the technological start-up is to start the generator after its replacement, check the installed devices and instrumentation under load, as well as check its operation, calibrate the operation control and all protection systems, and determine the optimal technological parameters of the generator's operation - ensuring meeting the technical and technological requirements specified in the OPZ. The start-up procedure should be carried out in cooperation with the staff designated and delegated by the Ordering Party. It is the Contractor's responsibility during procedure to ensure safe and proper operation of the generator and supplied equipment. The conditions for commencing technological start-up are:
 - a) Completion of adjustment and measurement works on electrical systems, in particular:
 - a. checking for the correct condition of power circuits and operation of control circuits,
 - b. adjustment of movement and control equipment,
 - c. checking the correct operation of associated security measures,
 - b) performing all calibrations and all electrical measurements
 - c) Conducting on-the-job training for the Ordering Party's staff in the scope of ongoing service.

10. The Contractor will prepare a report on the tests and technological start-up.

11. If defects, failures or incompleteness of the received subject matter of the Agreement are found during start-up procedure and reception, the Ordering Party may refuse to accept the goods and set an appropriate deadline for the Contractor to remove the faults, justified by organizational, technological and technical requirements. The Ordering Party may also make conditional reception by setting an appropriate deadline for the Contractor to remove the defect.

12. If the defects cannot be removed or if the circumstances indicate that the Contractor will not be able to remove them in due time, the Ordering Party may withdraw from the Agreement, retaining the right to claim payment of contractual penalties. The same applies if the Contractor does not remove the defects within the deadline set by the Ordering Party.

13. If the defects found during final reception cannot be removed and make it impossible to use the subject of the Agreement in accordance with its intended purpose, the Ordering Party may demand that it be executed again as part of the remuneration specified in § 9 of the Agreement.

14. The rights provided for in this paragraph do not reduce the Ordering Party's right to claim compensation for non-performance or improper performance of the subject of the Agreement on general terms.

15. If a defect is discovered - regardless of the inspections made - during or after the execution of the subject of the Agreement, the provisions of this paragraph shall apply accordingly.

16. After completing all start-ups, the Parties will begin to prepare the Final Acceptance Protocol. Signing the final acceptance protocol without any remarks by the representative of the Ordering Party and the representative of the Contractor will be considered as

completion of the implementation of this contract. In the case of defects that are not significant and irremovable, the Ordering Party may carry out final acceptance despite their occurrence, setting an appropriate deadline for the Contractor to remove them, under penalty of the right to order replacement work at the Contractor's expense and risk without the necessity to obtain the consent of the Court, or to reduce the price accordingly.

§ 9

Remuneration

1. The Contractor's remuneration for the execution of the subject of the Agreement is determined based on the Contractor's Offer in the form of a flat-rate gross remuneration (including VAT) in the amount of:..... (written as:)
-contractual remuneration.
2. The amount specified above satisfies all claims of the Contractor against the Ordering Party for the performance of this contract, including work not expressly mentioned herein, but necessary for its proper execution and subsequent proper functioning of the generator, unless the Contractor, despite exercising the utmost due diligence as an entity professionally involved in the implementation of works of the type covered by this contract, could not foresee the need to perform them. The amount of remuneration given in section 1 includes in particular all costs related to the implementation of this Agreement, in particular the cost of the generator, materials, labour, devices meant to be installed at the Ordering Party, costs of transport of the generator, its insurance costs covering period since the beginning of production until the completion of the contract (that is: signing the Final Acceptance Protocol), taxes, customs duties and other public-law liabilities related to the subject of the agreement, if any - as well as fees and charges required for the implementation of the subject of the agreement, costs of obtaining the necessary permits, arrangements, etc., remuneration for the transfer of copyrights, etc. - and will not be adjusted for any of these costs, unless the permissibility of the change is expressly provided for in this Agreement or the SWZ.
3. The parties agree that settlement for the subject of the contract will be made in the following parts, based on accounting documents (including invoices) and will include the following payments:
 - 1) first payment of 30% of the amount indicated in section 1 within 30 days from the date of conclusion of the contract,
 - 2) second payment of 30% of the amount indicated in paragraph 1 after half of the period for which the contract was concluded (half of the generator delivery date indicated in the Contractor's offer) after confirmation that the contract is being implemented in accordance with the schedule presented by the Contractor,
 - 3) third payment of 40% of the amount indicated in paragraph 1 after successful completion of assembly works, start-up (tests) and training of the Ordering Party's staff and other activities covered by the final acceptance, which will be confirmed by signing the final acceptance report without any reservations.
4. When issuing an invoice, the contractor will specify the unit prices of each fixed asset (e.g. in the report or attachment).
5. The basis for issuing invoices will be the events indicated in points 1)-3) above.
6. Payments will each time be made by transfer to the Contractor's bank account indicated on the VAT invoice within 30 days from the date of delivery of the invoice.
7. The Contractor may deliver an invoice in paper form to the Ordering Party's address or in

electronic form to the following e-mail address: kontakt@pronatura.bydgoszcz.pl, with the possibility of using the form of the split payment. The VAT invoice should, if technically possible, indicate the contract on the basis of which it was issued.

8. The Contractor, who is a resident within the meaning of tax law and an active VAT payer, declares that the bank account indicated on the VAT invoice will always be an account reported to the competent tax authorities, as well as included in the list of VAT payers referred to in Art. 96b section 1 of the Act on tax on goods and services, kept by the Head of the National Tax Administration (so-called white list of VAT taxpayers). In the event of a change of the state of the above or if the declaration in the preceding sentence is untrue, the Ordering Party will be entitled to make a payment to the bank account included in the list in question, which will constitute for proper execution of the Agreement. In the event that the list in question does not contain the Contractor's account number – payment will be withheld until such is disclosed and will not be considered as delayed.
9. The Contractor may not transfer receivables resulting from this contract to a third party without the prior written consent of the Ordering Party.
10. The payment date is understood as the day on which the Ordering Party's account is debited.
11. The costs of bank transfer charged by the Ordering Party's bank are the responsibility of the Ordering Party, but they are not responsible for the costs of bank charges (including transfer and conversion fees) charged by the Contractor's bank (if any).
12. The Ordering Party informs that the invoice for the implementation of the subject of the agreement should be issued to:

Intermunicipal Waste Disposal Complex ProNatura Sp. z o. o.
22 Ernst Peterson str., 85-862 Bydgoszcz
NIP 953-25-59-741, REGON 340378577
13. The Ordering Party declares that it is a large entrepreneur within the meaning of the provisions of Art. 4 point 6 in connection with art. 4 point 5 a contrario of the Act of March 8, 2013. on counteracting excessive delays in commercial transactions (consolidated text: Journal of Laws of 2022, item 893, as amended) in connection with Art. 2 Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain types of aid compatible with the internal market in application of Art. 107 and 108 of the Treaty (OJ EU L No. 187, p. 1) a contrario.

§ 10

Copyright and industrial property rights

1. If the subject of any delivery shall be a design, instruction, documentation (including as-built documentation), diagram, study or any other work within the meaning of the Act of February 4, 1994 on copyright and related rights (consolidated text: Journal of Laws of 2019, item 1231, as amended), hereinafter referred to as the Work, on the date of release of the Work; the Contractor transfers to the Ordering Party without additional remuneration (within the amount of the contractual remuneration specified in § 10 section 1 of this Agreement) copyrights, together with derivative rights to the completed Work, on the terms set out below. In the event of termination of the contract or withdrawal from it, the transfer of copyright takes place on that exact date - in relation to Works that have already been published or in accordance with this Agreement, the Contractor is obliged to publish them as well as parts of the Works (or their unfinished versions), even if they do not constitute the subject of copyright on their own without completion.

2. The Contractor transfers to the Ordering Party the intellectual property rights and related copyrights to the Work, unlimited in time and territory, in the following fields of use:
 - 1) in the scope of recording and reproducing the Work - producing copies of the Work using a specified techniques, including printing, reprographic, magnetic recording and digital techniques,
 - 2) in the scope of trading the original or copies on which the Work was recorded - placing on the market, lending or renting the original or copies,
 - 3) in the scope of disseminating the Work in a manner other than that specified in point b) above - public performance, exhibition, display, reproduction, broadcasting and rebroadcasting, as well as making the Work available to the public in such a way that everyone can have access to it in a place and at a time of their choosing, including entering it into computer systems, the Internet and Intranet.
 - 4) in the scope of exercising derivative rights to the Work: the right to make modifications (changes) to the Work, its adaptations and studies, as well as to record and multiply distribute the Derivative Work,
 - 5) use of the Work and its studies in connection with the activities conducted by the Ordering Party, including the operation of the Installation.
3. The Parties indicate that in relation to the generator being the subject of delivery, the transfer of copyright includes granting the Ordering Party a non-exclusive, unlimited in time and territory, transferable together with the device to which it relates, right to unlimited use of the above-mentioned device for the needs of the Ordering Party, in a manner chosen by the Ordering Party - including the right to make modifications, alterations and changes necessary to adapt the devices to the needs of the Ordering Party, including work in the technological line.
4. The Contractor declares that the above-mentioned copyrights, including dependent copyrights, are or will be granted to Ordering Party at the time of transfer, on an exclusive basis (and in relation to the rights to be transferred to the Ordering Party in the form of a non-exclusive license - to the extent enabling the fulfillment of contractual obligations, to the same degree as subject of transfer), are not and will not be encumbered with any third-party rights, are not and will not be the subject of court or enforcement proceedings, and that Contractor has or will have copyright property rights at the time of their transfer to the Ordering Party, as well as dependent copyrights to the technological and technical solutions used.
5. The Parties declare that the Contractor's remuneration for the transfer of property rights together with dependent copyrights in all the above-mentioned fields of exploitation is included in the remuneration due to the Contractor under this Agreement, i.e. in the contractual remuneration.
6. The remuneration for the transfer of copyrights together with dependent copyrights also includes the remuneration for the transfer of ownership of copies of the Work to the Ordering Party, in the amount resulting from this Agreement - or at least necessary to perform the obligations resulting from legal provisions.
7. If the proper operation and maintenance of the Subject of the Agreement requires the use of any inventions protected by industrial property rights, including patents, or items protected by other protective rights (regardless of the territorial protection system, including the national, communal, international and other systems), as part of the contractual remuneration, the Contractor grants the Ordering Party non-exclusive, unlimited in terms of territory and time, transferable licenses together with the carrier of these rights, necessary to use them to the extent necessary for the proper operation and maintenance of the Subject of the Agreement.

8. The Ordering Party is not entitled to granting sublicenses or transfer rights to inventions and technological knowledge to third parties, unless it is necessary for the proper operation and maintenance of the subject of the Agreement, or occurs together with the transfer of ownership of devices and other carriers of industrial property rights.
9. On the day of signing the Final Acceptance Protocol, the Contractor will provide the Ordering Party with appropriate documents necessary to use inventions protected by patents or other protected industrial property rights, to the extent necessary for the operation and maintenance of the subject of the Agreement.
10. The Contractor is obliged to immediately inform the Ordering Party about known technical and technological upgrades, innovations, modifications and improvements that may be introduced to the subject of the Agreement.
11. The Contractor declares that the services and deliveries provided under this Agreement will not infringe any patent rights, design rights, other industrial property rights or copyrights, or rights to trademarks reserved by or for the benefit of third parties. The Contractor is obliged to take all necessary actions to secure and protect the Ordering Party against any claims, damages, expenses, legal actions or other actions of third parties, resulting from or caused by the infringement of any patent rights or other industrial and intellectual property rights related to the implementation of the subject of the Agreement.
12. The Contractor is obliged to repair any damage caused by infringement of patent rights or other intellectual or industrial property rights of third parties, with the exception of:
 - 1) the Ordering Party uses of the subject of the Agreement in a manner inconsistent with its intended use resulting from the terms of the Agreement.
 - 2) infringement of industrial property rights resulting from the use of the subject of the Agreement in connection with any devices or technical or technological solutions that were not provided by the Contractor, provided that the Contractor informed the Ordering Party about such restrictions contained in licenses or other related documents with the subject of the Agreement or its elements. The above does not apply to the use of the Subject of the Agreement in the technological process, assembly in which is provided for in the terms of the agreement, and the Contractor is obliged to obtain and grant the Ordering Party the necessary permits and consents to use the subject of the agreement in such a way.
13. The Ordering Party will immediately notify the Contractor in writing of any claims and court disputes for infringement of rights initiated against the Ordering Party due to use of any intellectual or industrial property rights granted to the Ordering Party under this Agreement. At the request of the Ordering Party, the Contractor will release the Ordering Party from any claims of third parties resulting from infringement of intellectual or industrial property rights, including copyrights, patents, trademark protection rights and registration rights for utility and industrial models (including Community ones), related to with the introduction of the subject of the order to trading in the territory of the country.

§ 11

List of authorized Persons/ Contact details

1. For the implementation and settlement of this contract, as well as for contacts with the Contractor, including participation in acceptance, the Ordering Party appoints the following persons:

2. For the implementation and settlement of this contract, as well as for contacts with the

Ordering Party, the Contractor appoints the following persons(s):

-
3. The Parties are obliged to inform each other about changes in persons and contact details, including addresses contained in the comparison or other provisions of this Agreement. If this obligation is not met, the information provided in accordance with the existing contact details will be deemed to have been effectively delivered.
 4. A change in contact details does not constitute an amendment to this Agreement and may be made by notifying the other Party in writing or by e-mail.

§ 12

Securing the proper execution of the Agreement.

1. This security serves to cover claims for non-execution or improper execution of the contract, including claims of the Ordering Party related to termination (including withdrawal) of the contract due to the fault of the Contractor, payment of contractual penalties, costs of substitute performance, etc.
2. The amount of the security for proper execution of the Agreement provided by the Contractor constitutes 5% of the Contractor's contractual remuneration determined in § 9 section 1 of this Agreement (contractual remuneration), which is the value of.....
3. The Execution Security has been provided in the form of⁶:
 - 1) *money,
 - 2) *bank guarantees or guarantees of a cooperative savings and credit union, with the specification, that the credit union's obligation is always a monetary obligation,
 - 3) *bank guarantees,
 - 4) *insurance guarantees,
 - 5) *guarantees granted by entities referred to in Art. 6b section 5 points 2 of the Act of November 9, 2000, on the establishment of the Polish Agency for Enterprise Development.
4. The Parties agree that 30% of the amount referred to in section 2 point 1 will constitute security for claims under the warranty for defects and/or quality guarantee granted by the Contractor.
5. *Deposit was included/ *deposit was not included in the Security.
6. If the security is provided in cash, the Ordering Party stores it in an interest-bearing bank account. The Ordering Party returns the security provided in cash with interest resulting from the bank account agreement on which it was kept, minus the cost of maintaining this account and the bank commission for the transfer to the Contractor's bank account.
7. The Ordering Party allows changing the form of security for proper performance of the contract, provided that the Contractor maintains continuity of the security and its appropriate amount.
8. The security referred to in section 1 serves to cover claims for non-execution or improper execution of the contract.
9. If, for any reason, the Contractor fails to provide continuity or an appropriate amount of security for the proper execution of the contract, the Ordering Party may deduct an appropriate amount from the contractual remuneration due to the Contractor as security.
10. If security is provided in a form other than cash, it must meet the requirements and be provided in the form specified in Part IX of the SWZ. The security provided in cash should be

⁶will be specified according to the Contractor's choice.

paid to the bank account number **58 1020 1462 0000 7702 0237 2456**.

§ 13

Warranty and guarantees

1. The Contractor is liable to the Ordering Party for any physical and legal defects of the delivery item, design and assembly works, including any claims of third parties resulting from infringement of intellectual or industrial property rights, such as copyrights, patents, trademark protection rights and rights from registration of utility and industrial models (including Community ones), and also - remaining in connection with the introduction of the subject of the Supplies to the market in the territory of the Republic of Poland and their use by the Ordering Party.
2. The Contractor assures the Ordering Party that the generator delivered by him is brand new and free of physical and legal defects.
3. The Contractor is liable to the Ordering Party if the delivered subject matter of the contract has defects that reduce its value or usefulness in connection to the purpose specified in the contract.
4. The Contractor provides a warranty for defects under the terms of the Civil Code, as well as a quality guarantee for the delivered subject of the order, for 36 months from the date of signing the Final Acceptance Protocol. The duration of the guarantee and warranty is counted down each time the Final Acceptance Protocol is signed.
5. During the warranty period, the Contractor will be obliged to replace and provide warranty parts, i.e. spare parts subject to warranty, necessary to perform warranty repairs. The Ordering Party, in turn, will purchase and replace parts and consumables and quick-wearing materials at its own expense.
6. The Contractor is obliged to carry out periodic inspections, maintenance and repairs of the generator (including service) during the period of quality warranty and/or warranty for defects.
7. The warranty must cover all repairs and removal of all faults and defects that appear/reveal during the warranty period, with the exception of damage resulting from improper operation and mechanical damage caused by the Ordering Party. The Contractor is obliged to remove defects or deliver an item or element free from defects at his own expense if these defects are revealed during the period for which the warranty was granted.
8. Providing warranty service with a response time to a failure, in the event of its occurrence, must take no longer than 48 hours from the moment of reporting (providing information about the failure by the Ordering Party). The response time to a failure is understood as the time that elapses between reporting the failure to the contact of the service employee with the Ordering Party's employee who reported the failure, in order to perform initial diagnostics and provide recommendations. Contact may be direct, via telephone or e-mail. The failure removal time, counted from the moment the failure is reported to the moment it is removed (restoring full functionality of the device), cannot be longer than: 4 business days to undertake repair work, 6 business days to remove the failure. If it is impossible to remove the defect within the above-mentioned deadline for reasons beyond the control of the Contractor, the Contractor will be obliged to immediately notify the Ordering Party of this fact and remove the defect within the time agreed with the Ordering Party. If there is no agreement on the deadline for removing the defect, the deadline will be set by the Ordering Party, taking into account defect's size and nature. Warranty services will be provided at the place of installation of the delivered device.
9. If, due to the warranty obligations, the Contractor replaces a defective item or element with a defect-free item or element, the warranty period for the replaced item or element runs anew;

10. The provision of a quality guarantee by the Contractor for the completed subject of the Agreement does not exclude the possibility of the Ordering Party using the rights under the warranty for defects in the subject of the Agreement.

§ 14

Environmental protection and waste management

1. If the performance of this Agreement by the Contractor includes activities or results in the obligation to pay fees for the use of the environment, in particular for emissions referred to in Art. 273 section 1 point 1 and art. 180 points 1-3 of the Act of April 27, 2001. Environmental Protection Law (consolidated text: Journal of Laws of 2024, item 54, hereinafter referred to as POŚ), the Contractor is obliged to pay the fees in question and perform all related obligations (including reporting) on its own.
2. If, in the situation referred to in the preceding paragraph, the obligation to pay a fee for the use of the environment (including increased fees) in accordance with the provisions of generally applicable law will be borne by the Ordering Party (in particular - as the operator of the installation referred to in Article 279 of the Environmental Protection Law), the Contractor is obliged to provide the Ordering Party, without a separate request, with information about activities giving rise to such an obligation and all data enabling the determination of the amount of such a fee. The Contractor is obliged to refund to the Ordering Party the fees incurred by them in full, within 7 days from the date of request.
3. If, during or in connection with the execution of this Agreement, the Contractor takes actions that result in the Ordering Party being obliged to pay administrative fines referred to in the provisions of the Environmental Protection Law, the provisions of section 2 above, the latter applies accordingly.
4. In the event of failure to execute or improper execution of the obligations specified in section 1-3 above by the Contractor, Contractor is obliged to repair the damage caused in this way to the Ordering Party in the full amount.
5. The Contractor will ensure that order is maintained at the place of assembly work, enabling the Ordering Party to conduct its business uninterrupted. After completion of all the works, the Contractor will clean up the place of work on their own expense. The Contractor remains the owner of the waste generated during or in connection with the implementation of this Agreement and is obliged to manage it in accordance with applicable regulations, unless otherwise agreed by the Parties (in particular, unless the Ordering Party accepts to manage the waste within their own scope).

§ 15

Contractual Penalties

1. In the event of non-execution or improper execution of the terms of the contract, the Ordering Party is entitled to charge contractual penalties, in particular in the following cases:
 - 1) for the Ordering Party's withdrawal from the contract for reasons for which the Contractor is responsible, in the amount of 10% of the gross contractual remuneration specified in § 9 section 1 of this agreement,
 - 2) for delay in completing the implementation of the Agreement in relation to the final deadline specified in § 6 section 1 of this Agreement - in the amount of 1% of the gross contractual remuneration specified in § 9 section 1 of this agreement, for each day of delay (the penalty is charged regardless of the penalty specified in point 3 below),
 - 3) for delay in removing defects found upon receiving or during the warranty or guarantee period, in the amount of 0.1% of the gross contractual remuneration

- specified in § 9 section 1 of this agreement, for each day of delay,
- 4) for delay in removing defects found upon receiving or during the warranty or guarantee period, in the amount of 0.1% of the gross contractual remuneration specified in § 9 section 1 of this agreement, for each day of delay counted from the last day of the period designated for the removal of defects (the penalty is charged regardless of the penalty specified in point 3 above),
 - 5) failure to pay or late payment of remuneration due to subcontractors due to the change in the amount of remuneration referred to in Art. 439 section 5 - in the amount of PLN 1,000.00 for each case.
2. The total amount of penalties charged for one title may not exceed 15%, (and for all titles - 30%) of the gross contractual remuneration specified in § 9 section 1 of this agreement.
 3. The Contractor may charge the Ordering Party a contractual penalty for withdrawing from the contract for reasons for which the Ordering Party is solely responsible, in the amount of 10% of the contractual remuneration specified in § 9 section 1 of this agreement. A withdrawal for reasons for which the Ordering Party is responsible is not considered a withdrawal in the cases referred to in § 17 section 1.
 4. The contractual penalty will be payable within 14 days from the date of delivery of the relevant accounting document to the party charged with it. The Ordering Party may deduct contractual penalties from any amounts due to the Contractor, in particular from the contractual remuneration or security for proper execution of the contract.
 5. In the event in which:
 - 1) The Contractor delays the execution of the first stage of works (project), despite the Ordering Party's request to undertake them, to such an extent that it is unlikely that the contract will be completed on time, unless he proves that this is the result of circumstances solely attributable to the Ordering Party or a third party, which the Contractor is not responsible or
 - 2) The Contractor continues to perform the obligations arising from this Agreement incorrectly or does not execute them despite being requested to execute them/execute them properly, or
 - 3) The Contractor exceeds the contractual deadline for completing the works by a period longer than 14 days, unless he proves that the exceedance of the deadline is the result of circumstances solely attributable to the Ordering Party or a third party for which the Contractor is not responsible or other circumstances for which the Contractor is not responsible.

regardless of the reserved contractual penalties and without separate requests, the Ordering Party may outsource the performance of the Contractor's obligations to another entity at the Contractor's expense and risk (substitute performance), without losing any warranty or guarantee rights. The above provisions shall apply accordingly to the Contractor's execution of obligations under the guarantee or warranty.

§ 16

Confidentiality

1. All documents, materials and information obtained by the Contractor during or in connection with the implementation of this contract, regardless of the source and time of obtaining them, in particular regarding both the Ordering Party and the ZTPOK run by them, including:
 - the technical and technological solutions existing and used in the implementation of the order,

- performance of devices, their diagrams, documentation,
 - information regarding the subject and content of the contract,
 - commercial or financial information, including documentation, specifications, knowledge,
 - information regarding methods, techniques, business and organizational concepts and ideas,
 - know-how value the Ordering Party,
 - information on the internal organization of the Ordering Party's enterprise,
 - the applicable principles of work organization, as well as other information constituting (or likely to constitute) a business secret within the meaning of the provisions of generally applicable law
 - all personal data to which the Contractor will gain access,
 - and any other information, regardless of its content, to which the Company has expressly reserved confidentiality (hereinafter referred to as Confidential Information), the Contractor is obliged to treat them as strictly confidential, regardless of the source of their receipt.
2. The Contractor is obliged to exercise the utmost diligence to ensure the secrecy of Confidential Information, indefinitely (not less than 5 years), including the period after the completion of the Agreement. Within the scope of the obligation to maintain confidentiality, the Contractor is responsible for the actions of their employees, collaborators, persons acting on their behalf or in their name and all persons to whom it provided Confidential Information, as for its own actions.
 3. The Contractor will treat all information as Confidential Information, regardless of the form of its submission.
 4. In fulfilling the confidentiality obligation, the Contractor is obliged in particular to:
 - 1) not to disclose any Confidential Information to any third parties without the prior written consent of the Ordering Party, unless its disclosure is necessary (and only to such extent) for the implementation of this Agreement or obligations arising from legal provisions;
 - 2) not to make copies of materials, documents or other media containing Confidential Information, regardless of the technique of reproduction. The above does not apply to copies necessary for the implementation of the Agreement, and if they are made, the Contractor undertakes to destroy them or return them to the Ordering Party after the conclusion of this Agreement;
 - 3) return to the Ordering Party all materials containing Confidential Information and copies thereof immediately after the conclusion of this Agreement, and if the return of media containing Confidential Information is not possible - to destroy them or remove Confidential Information from them in a way that makes it impossible to restore or reproduce them in the normal course of operations, after providing a copy thereof to the Ordering Party;
 - 4) The Contractor will provide Confidential Information only to persons indicated by the Ordering Party and only to the extent necessary to perform the tasks assigned to them, resulting from their relation to the Ordering Party.
 5. Disclosure of Confidential Information to the public does not release the Contractor from the obligation to maintain confidentiality, unless it is initiated by the Ordering Party or with his consent.
 6. The Contractor may disclose Confidential Information only to the extent necessary, if it is

necessary for the proper execution of obligations arising from this Agreement or the provisions of generally applicable law.

7. For breach of the confidentiality obligation, the Contractor will pay the Ordering Party a contractual penalty in the amount of PLN 10,000.00 for each case of infringement, within 14 days from the date of receipt of the relevant debit note issued by the Ordering Party.

§ 17

Withdrawal / Breaking the Contract

1. The Ordering Party, irrespective of other cases arising from this Agreement and the provisions of generally applicable law, has the right to withdraw from the contract when:
 - 1) The Contractor still does not execute the contract or executes the Subject of the Agreement in a manner inconsistent with this contract, the description of the Subject of the Agreement or the Ordering Party's instructions, despite being granted an additional deadline of at least 14 days to restore the condition consistent with the contract,
 - 2) There is a significant change in circumstances which means that the performance of the contract is no longer in the public interest, which could not have been foreseen at the time of concluding the contract, or further performance of the contract may threaten a significant interest in state security or public safety,
 - 3) The company will be dissolved or the Contractor will be liquidated - unless the Contractor proves that this will not affect his ability to fulfill his obligations under the contract throughout its entire duration, including the guarantees and warranty period,
 - 4) An order will be issued to seize the Contractor's assets - unless the Contractor demonstrates that this will not affect his ability to fulfill his obligations under the contract throughout its entire duration, including the guarantees and warranty period,
 - 5) The Contractor will not extend the validity of the expiring, obligatory, Security for the Proper execution of the Agreement; will not have a generator insurance contract and/or civil liability insurance and the fee paid for a given insurance period to the extent required by this contract, or will not have the required generator insurance and the fee paid for insurance period.
 - 6) The total amount of contractual penalties charged by the Ordering Party will exceed the limit indicated in § 15 section 2.
2. In the event of withdrawal from the Agreement or its termination by the Ordering Party, the Contractor may only demand the remuneration due to them for the proper execution of part of the contract until the date of withdrawal.
3. The Contractor has the right to withdraw from the contract if the Ordering Party:
 - 1) Fails to pay the invoice for a given part of the VAT contractual remuneration despite an additional request setting an additional deadline of at least 1 month for payment,
 - 2) refuses again without indicating the reason for accepting the subject of the order or signing the acceptance protocol.
4. Withdrawal from the contract referred to in section 1 and 3, should be made in writing under pain of invalidity of such declaration and should include a justification. Withdrawal from the contract should take place within 30 days of becoming aware of the circumstances justifying it.
5. In the event of termination of the Agreement or withdrawal from it, the Contractor is obliged to deliver to the Ordering Party (unless the Ordering Party indicates otherwise) all projects, studies, documentation, etc. completed so far, within 7 days from the date of termination or withdrawal from the contract. The above also applies to unfinished projects and

documentation or parts thereof. Moreover, the Contractor is obliged to refrain from carrying out assembly activities, secure the work area and then vacating the work area. The Ordering Party may repurchase from the Contractor all the remaining materials, devices and equipment purchased for the purpose of implementation. Otherwise, the materials, devices and equipment remain the property of the Contractor and will be removed from the construction site by the Contractor within the period specified by the Contract Engineer.

6. Withdrawal from the contract or its termination does not affect the effectiveness and validity of the provisions of this Agreement regarding copyright and industrial property, confidentiality and warranty and guarantee, which remain in force to the appropriate extent (including - in relation to the received or completed but not collected partial work).

§ 18

Final Provisions

1. This Agreement is subject to Polish law, with the exception of the designation of the Parties, their organization, legal status and principles of their representation, which are subject to the law of the country of origin (registration) of each Party. Whenever the Agreement refers to the provisions of generally applicable law or applicable standards, it means the provisions or standards of Polish law and the provisions or standards of international and EU law in force in the territory of the Republic of Poland.
2. In matters not regulated in this agreement, the provisions of the Public Procurement Law, the Civil Code and other applicable laws shall apply accordingly.
3. Any changes to the content of this agreement require an annex drawn up in writing under pain of nullity, unless otherwise expressly stated in its provisions. The possibility of introducing changes to this Agreement and the scope of permissible changes are determined by the provisions of the Public Procurement Law, the provisions of this Agreement and Part XII of the SWZ.
4. In the event of a dispute arising in relation to this contract, the Parties will strive to resolve the dispute amicably, i.e. through negotiations and agreement.
5. If it is impossible to resolve the dispute amicably, the only court stated as competent to hear disputes arising in relation with this contract is the common court in Bydgoszcz.
6. Any and all rights of the Ordering Party reserved in this agreement or resulting from legal provisions in the event of non-execution or improper execution of its provisions by the Contractor are independent of each other and may be asserted jointly or individually.
7. Any contractual penalties stipulated in this agreement are independent of each other and are subject to accumulation, and do not exclude the Ordering Party from seeking compensation exceeding the value of the stipulated penalties on general principles.
8. Whenever this agreement provides for a given activity to be exclusively in writing, unless otherwise specified, it is deemed to be reserved under pain of nullity.
9. All possible annexes, including SWZ and the Contractor's offer, constitute an integral part of this contract.
10. The contract was drawn up in two identical copies, one copy for the Contractor and one copy for the Ordering Party.

THE ORDERING PARTY

CONTRACTOR

**TECHNICAL AND PROFESSIONAL ABILITY OF THE
CONTRACTOR
(list of completed deliveries)**

**By submitting an offer in a public procurement procedure
in an open tender entitled: Delivery and replacement of a generator at the Municipal Thermal
Waste Processing Plant (ZTPOK) in Bydgoszcz located at: 22 Ernst Peterson Str.,
Reference No. MKUO ProNatura ZP/NO/30/24**

Signed on behalf of the Contractor:

.....

I submit a list of supplies to the extent necessary to demonstrate compliance with the knowledge and experience conditions described by the Ordering Party

Lp.	Name and address of the Ordering Party	Description of the delivered delivery / information confirming the fulfillment of the conditions described in the DOT/SWZ	Nominal power of the generator	Rated voltage of the generator	Completion date

The list is accompanied by documents confirming that the indicated deliveries were executed properly.