

ICEMAN - ANTI-ICING SUSTAINABLE SOLUTIONS BY DEVELOPMENT AND APPLICATION OF ICEPHOBIC COATINGS PROJECT
Contract No.: NOR/POLNOR/IceMan/0061/2019-00
PROJECT CO-FINANCED UNDER THE POLNOR 2019 CALL

The present call is conducted in accordance with the principle of competitiveness described in the Guidelines on acquisitions within the EEG Financial Mechanism for 2014-2021 and Norway Grants for 2014-2021.

REQUEST FOR QUOTATION No. 02/IceMan/2021

of 13 December 2021

Each bidder is required to familiarise themselves with the present Request for Quotation before submitting their Proposal.

Warsaw, 13 Dec. 2021 r.

I. NAME AND ADDRESS OF THE CONTRACTING PARTY

Fundacja Partnerstwa Technologicznego TECHNOLOGY PARTNERS

Ul. Pawińskiego 5A, 02-106 Warszawa

KRS: 0000168243, NIP: 5262740203, REGON: 015532308

Contact person (including questions for the Contracting Party)

Andrzej Woroniecki

E-mail: info@technologypartners.pl

(email subject: "Request for Quotation – Low speed icing wind tunnel")

II. ORDER DESCRIPTION

CPV CODES

38970000-5: Research, testing and scientific technical simulator

SUBJECT OF THE CONTRACT

The subject of the Contract is a **Low-speed icing wind tunnel** (1 pc.).

TECHNICAL SPECIFICATIONS

1. Wind tunnel dimensions

Maximum dimensions - suitable in the laboratory: length x width x height – **5 m x 2 m x 2,9 m**

2. Floor load

Compliance with the maximum permissible floor load of **<10 kN/m²**

3. Test section

A closed test section should be installed. Two side windows and a roof window are to be installed. The panes should be made of real glass. The side windows should have a visible area of **min. 200 mm in height and min. 350 mm in length** without interruptions.

4. Power limitations

Power limitation for the low-speed icing wind tunnel including control and measuring technology flow measurement – of **16 A**.

5. Cross section

Rectangular cross-section (height x depth) with the dimensions: **min. 150 mm x min. 150 mm**

6. Wind speed

Maximum windspeed in the test section: **min. 30 m/s**

7. Contraction ratio

$$C = \frac{A_{\text{Nozzle inlet}}}{A_{\text{Nozzle outlet}}}$$

Min. 4

8. Test section length

Min. 200 mm

9. Degree of turbulence

Measured at 50% of the maximum speed, at 9 measuring points in the core cross-section at the beginning of the measuring section (corresponds to 75% of the measuring cross-section). Measurement with the Pitot tube at the beginning of the test section, measuring time per point 120 s. Measuring frequency 100 Hz.

Max. 0,6%

10. Wind tunnel control with touch panel

- Barometric pressure sensor
- Differential pressure sensor for static pressure
- Sensor for measuring air temperature
- Display and control program for Windows
- Accuracy min. 1% of measuring value

11. CE-conformity

CE-conformity according to the EC Machinery Directive 2006/42/EC (amended by 596/2009; June 18, 2009, and 2009/127/EC; 20/20/2009 and AB1. L76; March 16, 2007).

The offer must comply with all the above technical parameters.

ADDITIONAL CONDITIONS OF ORDER FULFILMENT

The fulfilment and the price of the order shall additionally include:

- **delivery** of the tunnel – **max. 20 weeks** from receipt of order (contract signature) to delivery of all components including **assembly**,
- **test run** of the tunnel,
- **training** of the of the Contracting Party's staff (min. 3 persons) in operating the tunnel (covering tunnel functionalities and software for its operation) at the site of its installation,
- transfer of **technical documents, documentation, datasheets and operating instructions** for the tunnel in Polish or English-language versions.
- **provision of guarantee services** without limitation of the operating hours for a period of a **minimum of 12 months**, including technical support (in the event of technical questions from the Contracting Party).

The document confirming the provision of guarantee services for the period indicated in the Quotation should be provided to the Contracting Party no later than the day of delivery of the subject of the Contract.

TARGET LOCATION OF THE SUBJECT OF THE CONTRACT (PLACE OF DELIVERY)

Location in Poland indicated by the Contracting Party.

III. DATE OF COMPLETION OF THE SUBJECT OF THE CONTRACT

Deadline for delivery of subject of the Contract (fulfilment of the Contract): **no later than 20 weeks of signature of the Contract.**

The indicated deadline may be postponed in accordance with the procedures defined in the Model Agreement.

IV. CONDITIONS FOR PARTICIPATION IN THE PROCEEDINGS

BASIC CONDITIONS

The procedure is open to all Bidders who jointly fulfil the following conditions:

1. A Bidder may be a natural person, a legal person or an organisational unit without legal personality, for which the law recognizes legal capacity.
2. The Bidder has not been liquidated or declared bankruptcy.
3. The Bidder has the ability to perform the subject of the Contract, i.e. deliver and install the subject of the Contract with the specification defined in point II of the present Request, within the deadline specified in point III of the Request.
4. The Bidder shall propose a brand new device from an official source of sale and admitted for trading in the European Union.
5. The Bidder attaches to their Offer the technical specification of the proposed device (in Polish or English). The technical specification of the offered device should confirm that the offered device meets the requirements specified in the Request for Quotation. The Contracting Party may request the Contractor to clarify/supplement the presented technical specification.
6. Each Bidder may only submit one Offer. Any Bidders who submit more than one offer shall be disqualified.

Also disqualified shall be any Bidders who intentionally or through gross negligence provide false information that may have an impact on the result of the procedure.

DISQUALIFICATION DUE TO PERSONAL OR CAPITAL RELATIONS WITH THE CONTRACTING PARTY

Offers may be submitted by any organisation without personal or capital ties to the publisher of the present Request, a fact that it shall confirm with an appropriate declaration constituting a part of the Offer and prepared in the format given in Annex 1 to the Request for Quotation.

Capital or personal ties are defined as mutual ties between the Ordering Party or persons authorized to undertake obligations on its behalf or persons performing on its behalf activities related to the preparation and conduct of the Contractor selection procedure and the Contractor, including:

- acting as partner in a partnership or civil partnership;
- ownership of at least 10% shares or stock;
- acting as a member of the supervisory or management body or proxy;
- being in a marriage, relationship of kinship or affinity in a straight line, kinship of the second degree or affinity in the lateral line or in relation to adoption, care or guardianship.

The bid submitted by a ineligible Contractor shall be deemed rejected. The Contractor reserves the right to check the above grounds for exclusion without giving reasons.

METHOD OF DEMONSTRATING FULFILLMENT OF CONDITIONS

The Contractor shall confirm fulfilment of the above conditions by signature of the relevant statements, which constitute an element of the Offer according to the template presented in Annex 1 to the Request.

V. METHOD OF OFFER PREPARATION AND SUBMISSION

PREPARATION OF THE OFFER

Before submitting their Proposal each Bidder is required to familiarise themselves with the present Request for Quotation and abide by all its requirements.

The Bidder submits an Offer prepared in the format given in Annex 1 to the Request for Quotation. The Offer should be prepared in writing, in Polish or in English, in legible handwriting or printed out. The Offer must be complete and prepared in accordance with the Request for Quotation. All pages of the Offer containing text should be numbered consecutively, maintaining the continuity of numbering.

The prepared Offer and annexes must be printed, signed by a person/persons empowered to represent the Bidder (with each page initialled), and scanned. The prepared Offer may also be saved as a pdf file (without the need to initial the pages), with an electronic signature by the person (persons) authorized to represent the Bidder. The Offer and annexes – in the form of .pdf files – should be submitted to the Contracting Party.

Any changes or corrections of the text must be introduced before the signed Offer is scanned or secured with an electronic signature, on pain of not being taken into consideration. In the case of an Offer prepared by scanning a signed original, the signed originals of the Offer selected as the most advantageous should be handed over, along with attachments, to the Ordering Party no later than on the day of delivery of the subject of the Contract.

The Bidders shall bear their expenses related to Offer preparation and submission, regardless of the outcome of the evaluation procedure. The Contracting Party shall bear no liability for the Bidders' expenses related to the preparation and submission of the Offer.

The Contracting Party does not permit the submission of partial or optional Offers.

The Contracting Party does not foresee making supplementary/additional orders.

OFFER CONTENTS

In order to be considered complete by the Ordering Party, the Offer must contain the following information:

- **Date of submission.**
- **The Bidder's data** (the scope of the data is presented in the Offer template, Annex 1 to the Request for Quotation).
- **The total gross price, net price and value of VAT for the performance of the order.** The price must include all the costs related to performance of the order and be expressed in Polish zlotys (PLN) or euro (€), with an accuracy of two decimal places, its amount given in figures and in words. In the event of a discrepancy between the amounts given in figures and in words, the Contracting Party shall consider the price given in words to be the correct one. In the event of the price being expressed in euro (€), the evaluation will be based on the amount in Polish zlotys (PLN), recalculated at the average NBP (National Bank of Poland) exchange rate on the day of the submission of the Offer.
- **Proposed guarantee period.**

The Offer must contain all the relevant statements (in accordance with the template in Annex 1 t to the Request for Quotation), confirming fulfilment of the conditions for participation presented in part IV of the Request for Quotation.

The Contracting Party shall deem the Offer to be complete if the Bidder appends the following annexes:

- a current excerpt from the relevant register or a current certificate of entry in the business activity register, or an equivalent document for Bidders from outside Poland, if separate regulations require an entry in the register or the business activity register.
- a scan of a signed authorisation to sign the Offer, if the person signing the Offer is not authorized to represent the Bidder by in accordance with the applicable regulations governing such authorisation; the authorisation must clearly define the activities which the person is authorised to perform.
- the technical specification of the offered device (in Polish or English); the technical specification of the offered device should confirm that the offered device meets the requirements specified in the Request; the Ordering Party may request the Bidder to clarify/supplement the presented technical specification.
- other documents concerning the subject of the order, if they have not been covered in the technical documentation.

The Ordering Party will only evaluate Offers which are complete.

In the case of information constitutes a trade secret but which should be included in the Offer or the attachments, the Bidder shall inform the Ordering Party about it, providing the information that is covered by the trade secret in a separate file marked in a way that leaves no doubt that it contains classified information, remaining only for the Ordering Party's knowledge (e.g. "COMPANY CONFIDENTIAL" in the name of the file).

During the Offer evaluation, the Contracting Party may ask the Bidder to clarify or supplement the Offer or annexes within a time limit indicated by the Ordering Party.

OFFER BINDING DATE

A Bidder which has submitted an Offer shall be bound by it for **30 days**, counting from the Offer submission deadline referred to below.

METHOD OF OFFER SUBMISSION

In view of the COVID-19 pandemic situation, the Ordering Party has decided to limit the possibility of submitting Offers to electronic means.

Offers with annexes should be submitted by electronic means only to:

info@technologypartners.pl

OFFER SUBMISSION DEADLINE

The Offer submission deadline is 21 December 2021, 12:00 noon. Offers submitted after this deadline will not be taken into consideration by the Ordering Party, regardless of the reason for the delay.

IMPORTANT NOTE: On December 20, 2021, the Contracting Party decided to extend the deadline for submitting Offers. **The new deadline for submitting Offers is December 23, 2021, at 10:00.**

CHANGE OR WITDRAWAL OF THE OFFER

Before the submission deadline, a Bidder may change, correct, modify or supplement their Offer or withdraw an Offer that has been submitted. The Bidder shall send the modified Offer to the email give above, informing the Ordering Party in the email body that the Offer has been modified and the updated version is being sent. The Ordering Party shall treat the modified version as the final Offer subject to evaluation. In the event of withdrawal of an Offer, the Bidder shall inform the Ordering Party of the withdrawal in the email body, and the Ordering Party shall not evaluate the previously submitted Offer.

VI. OFFER EVALUATION CRITERIA AND SCORING METHOD

OFFER CONSIDERATION AND EVALUATION

Directly after the Offer submission deadline, the Ordering Party will perform an evaluation of the Offers in order to select the most advantageous Offer, i.e. the one which fulfils all the requirements presented in the Request for Quotation and receives the highest rating based on the criteria listed below.

The Ordering Party shall only evaluate and compare Offers which:

- 1) are submitted before the deadline;
- 2) are submitted by Bidders which the Ordering Party has not disqualified from the procedure;
- 3) are not rejected by the Ordering Party, e.g. for not fulfilling the conditions specified in pt. V of the Request for Quotation.

The Offer Selection Criteria are presented below.

OFFER EVALUATION CRITERIA

Criterion 1 – Price (weight: 40%)

The evaluation will concern the **total gross price**, including the full costs of the order. The price shall be expressed in Polish zlotys (PLN) or in euro (€) – in the latter case, the price which will be evaluated will be the amount in Polish zlotys (PLN) recalculated at the average NBP (National Bank of Poland) exchange rate on the day of the submission of the Offer. The offered gross price should include all costs necessary for the performance of the contract that the Ordering Party will have to incur for the performance of the subject of the Contract, including VAT and other taxes and fees, including customs duties, as well as any tax and fee reductions and exemptions. The price specified by the Bidder in the Offer may not be changed until the date of signing the Agreement with the Ordering Party, except when the Agreement would be signed after the Offer binding date as specified in point V of the present Request.

Criterion 2 – Technical parameters (weight: 40%)

Technical parameters subject to evaluation:

- cross-section,
- wind speed,
- contraction ratio,

- test section length,
- degree of turbulence.

The technical parameters will be scored on a scale of 0 to 8 points.

Criterion 3 – Guarantee period (weight 10%)

The score awarded the Offer on this criterium will be determined by the **length of the guarantee** given in full months. The guarantee period subject to evaluation shall be no shorter than 12 months. Any offer specifying a guarantee period shorter than 12 months will be rejected. Granting a guarantee does not exclude liability under a warranty for defects.

Criterion 4 – Delivery period (weight 10%)

The score for this criterium will be based on latest **delivery date** offered by the bidder, given in weeks. The delivery period subject to evaluation shall be no longer than 20 weeks. Any Offers with a delivery period longer than 20 weeks will be rejected.

SCORING METHOD

Criterion 1 – Price (weight: 40%)

The Ordering Party will calculate the Offers’ scores based on the total offered gross price (PKc) based on the following formula: **PKc = (Cnn/Cob) x 40**

Where:

PKc is the price criterion score

Cnn is the lowest offered price

Cob is the price given by the Offer being evaluated

Maximum score – 40

Criterion 2 – Technical parameters (weight: 40%)

The Technical parameters criterium will be scored according to the following formula:

- **cross section:**

150 x 150 mm	0 pts
>150 x 150 and <200 x 200 mm	4 pts
≥200 x 200 mm	8 pts
- **wind speed:**

30 m/s	0 pts
>30 m/s and <40 m/s	4 pts
≥40 m/s	8 pts
- **contraction ratio:**

4	0 pts
>4 and <6	4 pts
≥6	8 pts
- **test section length:**

200 mm	0 pts
>200 mm and <400 mm	4 pts
≥400 mm	8 pts

- **Degree of turbulence:**

0,6 %	0 pts
<0,6 % and >0,5 %	4 pts
≤0,5 %	8 pts

Maximum PKt score: 40

Criterion 3 – Guarantee period (weight: 10%)

The guarantee period (PKg) criterion will be scored in accordance with the following table:

Guarantee period	Score
12 months	0
13-23 months	5
24 months or more	10

Maximum PKg score: 10

Criterion 4 – Delivery period (weight: 10%)

The Delivery period (PKd) criterion will be scored in accordance with the following table:

Delivery period	Score
20 weeks	0
13-19 weeks	5
12 weeks or less	10

Maximum PKd score: 10

TOTAL SCORE

The total score (PK) in the above Offer evaluation criteria (taking into account their weights) will be calculated to the following formula:

PK = PKc + Pts + PKg + PKd

The maximum attainable score is 100.

The Ordering Party will consider the Offer that receives the highest total score (PK) to be the most advantageous. If more than one offer receives the same score, the Ordering Party will select the Offer with better technical parameters.

VII. CONCLUSION OF CONTRACT WITH BIDDER

CONTRACT CONCLUSION PROCEDURE

The Ordering Party will send an email inform informing of the selection of the winning Offer to:

- The Bidder who submitted the selected Offer, inviting it to sign the Contract for delivery of the subject of the order;
- Each of the remaining Bidders, informing them of the score their Offer received, the Bidder whose Offer was selected as the most favourable and the score it received.

The Contract shall be prepared by the Ordering Party in accordance with the template presented in Annex 2 to the Request. The scope of the services to be provided by the Bidder shall be identical to its obligations contained in its Offer.

The date and place of Contract signature shall be defined by the Ordering Party; the signing should take place no later than 5 working days after the Bidder being notified of the selection of its Offer. On the day of Contract signing, a representative of the Bidder, duly empowered to represent it, should arrive at the agreed location in order to sign the Contract or sign it using its electronic signature in accordance with the Ordering Party's instructions.

In the event that the Bidder whose Offer has been selected refrains from concluding the Contract, the Ordering Party will select the most advantageous of the remaining Offers and will invite the Bidder selected in this way to sign the Contract in accordance with the procedure described in pt VII of the Request. In the event of a lack of other Offers from among which the Ordering Party can select the most favourable one and invite the Bidder that submitted it to sign the Contract, the Ordering Party shall annul the procurement procedure.

CONDITIONS FOR MODIFICATION OF A CONTRACT ENTERED INTO AS A RESULT OF THE PROCEDURE

The Ordering Party reserves the right to change the terms of the Contract signed with the Bidder selected to provide the subject of the order in the course of the conducted procedure.

The terms of the Contract may only be modified based on the basis of joint declarations of will of both Parties. The modifications may in particular relate to the deadlines for order completion, the payment schedule, e.g. in the case of circumstances justifying such a change, due e.g. to *force majeure*.

The specific conditions for modification of the Contract are defined in the Model Contract included in Annex 2 to the Request for Quotation.

VIII. PERSONAL DATA PROTECTION (INFORMATION CLAUSE, ART. 13, GDPR)

In accordance with Art. 13, par. 1 and 2 of the regulation (EU) 2016/679 of the European Parliament and 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 (Data Protection Directive) (OJEU L 119 of 04.05.2016, pg. 1), hereinafter referred to as GDPR,

The Ordering party informs the Bidders that:

- The controller of the Bidders' personal data is the TECHNOLOGY PARTNERS Foundation, based in Warsaw, 02-106, ul. Adolfa Pawińskiego 5A.
- The Bidders' personal data will be processed on the basis of Art. 6 par. 1 c of the GDPR for purposes related to the present procurement procedure.
- The recipients of Contractors' personal data will be persons or entities to whom the documentation of the procedure will be made available in accordance with the Guidelines for the awarding of contracts

under the EEA Financial Mechanism for 2014-2021 and the Norway Grants Mechanism for 2014-2021, and other acts regulating the principles of project co-financing under which this order is carried out.

- The Bidders' personal data will be stored for the period required by the Guidelines on eligibility of expenses under the EEA Financial Mechanism for 2014-2021 and the Norway Grants Mechanism for 2014-2021, and other acts regulating the principles of project co-financing under which this order is carried out.
- The requirement for the Bidders to provide their personal data is related to their participation in the order procurement procedure
- Decisions regarding the Bidders' personal data will not be taken in an automated manner, in line with Art. 22 of the GDPR;
- The Bidders possess:
 - based on Art. 15 of the GDPR, the right to access its personal data;
 - based on Art. 16 of the GDPR, the right to rectification of their personal data but the exercise of the right to rectify may not result in a change in the result of the contract award procedure or a change in the provisions of the Contract to an extent inconsistent with the Guidelines on the eligibility of expenditure under the EEA Financial Mechanism 2014-2021 and the Norway Grants Mechanism for the years 2014-2021, and other acts regulating the principles of project co-financing;
 - based on Art. 18 of the GDPR, the right to request that the controller limit the processing the personal data, with the provision for the instances referred to in Art. 18 par. 2 of the GDPR , with the right to limit the processing of personal data does not pertain to their storage, to ensure the use of legal remedies or to protect the rights of another natural or legal person, or for reasons of important public interest of the European Union or a Member State;
 - the right to lodge a complaint with the President of the Personal Data Protection Office when Bidders consider that the processing of their data violates the provisions of the GDPR.
- The Bidders are not entitled to:
 - in connection with Art. 17 par. 3 b or e of the GDPR, the right to remove their personal data;
 - the right to transfer the personal data referred to in Art. 20 of the GDPR;
 - the right to refuse the processing of their data based on Art. 21 of the GDPR, since the legal basis for processing data is Art. 6, par. 1 c of the GDPR.

IX. FINAL PROVISIONS

The Ordering Party reserves the right to modify the Request for Quotation or cancel the procedure in its entirety or in part without giving a reason at any stage of its progress up to the moment of selecting the most favourable Offer. In this case, the Bidder is not entitled to any claims against the Ordering Party.

ANNEXES TO THE REQUEST FOR QUOTATION

ANNEX 1 – Offer template

ANNEX 2 – Model Contract

[City, date]

O F F E R

***prepared in response to Request for Quotation 02/IceMan/2021 of 13.12.2021,
published for the IceMan - Anti-icing sustainable solutions by development and application of
icephobic coatings Project (contract no. NOR/POLNOR/IceMan/0061/2019-00),
carried out under the POLNOR 2019 Call***

ORDERING PARTY

Fundacja Partnerstwa Technologicznego TECHNOLOGY PARTNERS

ul. Pawińskiego 5A, 02-106 Warszawa

KRS (National Court Register): 0000168243, NIP (VAT): 5262740203, REGON (National Business Register): 015532308

OFFER

I (We), the undersigned, in response to Request for Quotation nr 02/IceMan/2021 of 13 December 2021 and acting for and in behalf of the Bidder, submit the following Offer:

1. BIDDER

Name
Address
KRS¹
REGON²
NIP³

¹ If applicable – National Court Register.

² For Bidders from outside Poland, the name and number of the corresponding register or certificate of having been entered into a register corresponding to the Polish register of business activity.

³ For Bidders from outside Poland, VAT number.

Represented by (the person signing the Offer):

Name and surname
Position
Telephone
Email

Contact person for matters relating to the submitted Offer (if different than the person indicated above):

Name and surname
Position
Telephone
Email

2. PRICE

We offer delivery of the subject of the subject of the order, i.e. the sale, delivery, installation and test run of a **Low-speed icing wind tunnel**, training of the Contracting Party's staff (min. 3 persons) in operating the tunnel and provision of guarantee services in accordance with the conditions defined in the Request for Quotation together with its annexes, at the following price:

NET PRICE (EXCLUDING VAT) FOR DELIVERY OF THE SUBJECT OF THE ORDER:

..... PLN / EURO*
(say: zlotys / Euro*)

VAT (in accordance with the regulations in force)

..... PLN / EURO*
(say: zlotys / Euro*)

GROSS PRICE (EXCLUDING VAT) FOR DELIVERY OF THE SUBJECT OF THE ORDER:

..... PLN / EURO*
(say: zlotys / Euro*)

*/ delete as appropriate

**3. DESCRIPTIVE PART OF THE OFFER:
DESCRIPTION OF THE SUBJECT OF THE ORDER AND THE MEANS OF ORDER FULFILMENT**

DESCRIPTION OF THE SUBJECT OF THE ORDER

Low-speed icing wind tunnel

.....
.....
.....

including parameters subject to evaluation as indicated in the Request for Quotation:

- Cross-section: x mm
- Wind speed: m/s
- Contraction ratio
- Test section length mm
- Degree of turbulence: %

ADDITIONAL SERVICES

.....
.....

GUARANTEE

..... months

ADDITIONAL INFORMATION

.....
.....

4. BIDDERS' DECLARATION

- We declare that we have familiarised ourselves with the Request for Quotation in response to which we are submitting the present Offer and obtained all the information required for preparing the present Offer. We also declare that we have no objections to the Request and the Model contract, constituting Annex 2 to the Request, and we accept the terms contained therein.
- We declare that the price given in the Offer includes all the costs related to delivery of the subject of the Contract.
- We declare that the subject of the Contract will be delivered no later than within weeks of the Contract signature date.
- We declare that we consider ourselves to be bound by the present Offer for 30 days. The period of being bound by the Offer shall begin on the day of the Offer submission deadline, i.e. 21 December 2021.
- We declare that in the event the Contracting Party selects the present Offer, we undertake to sign the Contract on the date indicated by the Contracting Party.
- We declare that all statements, information and documents submitted in the Offer are complete, true and accurate in every detail.

Moreover, we submit the following declarations confirming the fulfilment of the conditions for participation in the procedure, presented in part IV of the Request:

- We declare that we fulfil the conditions presented in part IV of the Request for Quotation, described as follows:
 - A Bidder may be a natural person, a legal person or an organisational unit without legal personality, for which the law recognizes legal capacity.
 - The Bidder has not been liquidated or declared bankruptcy.
 - The Bidder has the ability to perform the subject of the Contract, i.e. deliver and install the subject of the Contract with the specification defined in point II of the present Request, within the deadline specified in point III of the Request.
 - The Bidder shall propose a brand new device from an official source of sale and admitted for trading in the European Union.
 - The Bidder attaches to their Offer the technical specification of the proposed device (in Polish or English). The technical specification of the offered device should confirm that the offered device meets the requirements specified in the Request for Quotation. The Contracting Party may request the Contractor to clarify/supplement the presented technical specification.
 - Each Bidder may only submit one Offer. Any Bidders who submit more than one offer shall be disqualified.

- **We declare that we are not an entity with personal or capital ties to the Ordering Party that published the Request in response to which this Offer is submitted.**

5. APPENDICES

The written Offer shall include the following appendices:

1. A current excerpt from the relevant register or a certificate of entry in the business activity register, or an equivalent document for Bidders from outside Poland, if separate regulations require an entry in the register or the business activity register.
2. *(if applicable)* A scan of a signed authorisation to sign the Offer *(if the person signing the Offer is not authorized to represent the Bidder by in accordance with the applicable regulations governing such authorisation)*.
3. The technical specification of the offered device.
4. *(if applicable)* other documents concerning the subject of the order, if they have not been covered in the technical documentation, i.e.

.....
City Date

.....
*signature/-s of person/-s authorised
to represent the Bidder*

MODEL CONTRACT

.....
[city, date]

CONTRACT

entered into on in Warsaw

based on the tender procedure, conducted in accordance with the Guidelines for the awarding of contracts under the EEA Financial Mechanism for 2014-2021 and the Norway Grants Mechanism for 2014-2021, announced on 13 December 2021 and resolved on, for the "IceMan - Anti-icing sustainable solutions by development and application of icephobic coatings" project (Contract No. NOR/POLNOR/IceMan/0061/2019-00), carried out under the POLNOR 2019 Call,

by and between:

Fundacja Partnerstwa Technologicznego TECHNOLOGY PARTNERS,

Warsaw (02-106), ul. Pawińskiego 5A,

KRS: 0000168243, NIP: 5262740203, REGON: 015532308,

hereinafter referred to as **Contracting Party**

represented by:

.....
[name, surname, position]

and

.....
[full name of the Bidder],

..... (.....), ul.

KRS⁴:, NIP⁵:, REGON⁶:,

hereinafter referred to as the **Contractor**

⁴ If applicable – National Court Register.

⁵ For Bidders from outside Poland, VAT number.

⁶ For Bidders from outside Poland, the name and number of the corresponding register or certificate of having been entered into a register corresponding to the Polish register of business activity.

represented by:

.....
[name, surname, position]

referred to jointly as the **Parties** and separately as the **Party**.

§ 1

SUBJECT AND CONDITIONS OF PERFORMANCE OF THE CONTRACT

1. Based on the tender procedure, conducted in accordance with the Guidelines for the awarding of contracts under the EEA Financial Mechanism for 2014-2021 and the Norway Grants Mechanism for 2014-2021 and the Contractor's Offer of, submitted within the procedure, the Contractor undertakes to provide the **subject of the Contract**, which covers:
 - a) **delivery** to the Contracting Party of a **low-speed icing wind tunnel**, fulfilling the parameters and all other requirements included in the technical specifications described in the Request for Quotation and the technical documentation, furthermore, the Contractor shall provide, upon delivery, such packaging for the tunnel and its components as required to prevent its damage or deterioration of its quality during transport to the Ordering Party,
 - b) **installation of the tunnel** with all the elements referred to in the Request for Quotation, at the location indicated by the Contracting Party, and to perform all the activities required for its commissioning,
 - c) **test run of the tunnel** at the location indicated by the Contracting Party, concluding with a positive start-up test, carried out in the presence of the Contracting Party's representative/-s,
 - d) **training** in order to ensure proper service and operation by the persons indicated by the Contracting Party, at the location and on the date of its installation and commissioning,
 - e) **transfer of technical documentation, data sheets and operating instructions** in Polish or English, as well as for the performance of the other services described in detail in the Inquiry No. 02/IceMan/2021, published by the Contracting Party for the purposes of the procedure on the Competitiveness Base (Baza Konkurencyjności) Portal (<https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/>) on 13 December 2021.
2. The Contracting Party will indicate place for delivery of the subject of the order (§ 1 pts a-d above) in Poland. The Contracting Party shall inform the Contractor of any change in the delivery location a minimum of 7 days before the delivery date. If the location is changed with less than 7 days' notice the delivery date may be changed in accordance with the principles defined in § 1 pt. 3 below.
3. The deadline for delivery of the subject of the Contract (§ 1 1 pts a-d above) is: A change in the deadline is possible only after agreement of such a change between the Contracting Party and the Contractor. The new date must be agreed between the Contracting Party and Contractor before the final deadline for delivery of the subject of the Contract as defined in the Request for Quotations, i.e. within 20 weeks of signature of the present Contract. The final deadline for delivery of the subject of the Contract may be changed in the event of objective random events not attributable to the Contracting Party or the Contractor.
4. The Contractor confirms that it possesses the HR potential and experience enabling it to deliver the subject of the Contract referred to in par. 1 pt. 1 to the location referred to in par. 1 pt. 2 by the deadline referred to in par. 1 pt. 3 above.

5. The Contractor ensures that the subject of the Contract will be of the highest quality, will meet all the requirements of applicable law and will comply with applicable standards.
6. The Contractor bears the risk and expense of the entire provision of the subject of the Contract.
7. The Parties jointly declare that the transfer of ownership of the subject of the Contract to the Contracting Party will take place upon signing by the Ordering Party of the acceptance protocol referred to in par. 4 of the Contract.
8. The contact persons for matters related to the delivery of the subject of the Contract are:
 - for the Contracting Party:, tel., e-mail:
 - for the Contractor:, tel., e-mail:

§ 2

PRICE (REMUNERATION)

1. For proper performance of the subject of the Contract, the Contracting Party shall pay the Contractor a remuneration corresponding to the total value of the subject of the Contract (**Price**), fixed at the amount of PLN / Euro (say: zlotys / Euro) gross. The price includes the net amount of PLN / Euro (say: zlotys / Euro), increased by VAT in the amount of PLN / Euro (say: zlotys / Euro).
2. The amount referred to in § 2 pt. 1 constitutes the Contractor's remuneration for implementation of the entire subject of the Contract.
3. The Contractor's remuneration includes VAT and all other taxes and fees, in accordance with applicable regulations. Additionally, it includes all expenses borne by the Contractor to ensure proper performance of the Contract and related to all benefits and obligations specified in the Contract. The remuneration fully exhausts the claims of the Contractor and the people it uses against the Ordering Party for the proper performance of the Contract.
4. The Contractor's remuneration is final and may not be changed during the performance of the present Contract.
5. The remuneration shall be paid by transfer to the bank account indicated by the Contractor on the basis of invoices issued by the Contractor according to the following schedule:
 - a.
 - b.
 - c.
6. The basis for issuing the final invoice shall be the acceptance protocol issued and signed by the Contractor and Contracting Party.
7. The remuneration shall be sent to the Contractor by bank transfer to the indicated account within 14 days of receipt of the correctly issued invoices. The Contracting Party reserves the right to settle any monetary obligations related to the performance of the present Contract after receiving funds for that purpose from the National Centre for Research and Development, the institution funding the project within which the procurement procedure is organised.
8. The date of payment of the invoice shall be the date on which the Contracting Party's account is debited.

§ 3

OBLIGATIONS OF THE PARTIES

1. The principal obligations of the Contractor include:

- 1.1. Provision of the subject of the Contract in line with the present Contract.
- 1.2. Confirmation of the Contracting Party's readiness to receive the subject of the Contract along with the readiness to provide a complete set of documentation.
2. The principal obligations of the Contracting Party include:
 - 2.1. Receipt of the subject of the Contract from the Contractor in accordance with the principles specified in § 4 of the present Contract.
 - 2.2. Payment of remuneration in accordance with the provisions of § 2 of the present Contract.
3. In fulfilling their principal obligations referred to in § 3 pts 1 and 2, the Contractor and Contracting Party should adhere to the agreed deadlines.

§ 4

ACCEPTANCE OF THE SUBJECT OF THE CONTRACT (PERFORMANCE OF THE CONTRACT)

1. Acceptance of the subject of the Contract shall take place on the date and at the location specified in § 1 pts. 2 and 3.
2. The acceptance protocol shall be signed after the performance of all the activities referred to as provision of the subject of the Contract, described in par. 1 pt. 1.
3. The acceptance protocol shall be prepared by the Contracting Party.
4. The acceptance protocol for the subject of the Contract signed by authorised representatives of the Contractor and Contracting Party shall constitute proof of the performance of this Contract and be the basis for the final payment to the Contractor of remuneration for the performance of the subject of the Contract.
5. The Contracting Party allows for the conditional acceptance of the subject of the Contract. Conditional acceptance is possible in the event of a slight non-compliance of the subject of the Contract with the specification presented in the Inquiry or Tender, if the Contractor undertakes to remove this non-compliance within the time limit indicated by the Ordering Party, or in the event of a defect/fault preventing the use of the subject of the Contract as intended, if the Contractor undertakes to remove this defect/fault within the time limit indicated by the Contracting Party.
6. Prior to the signing of the acceptance protocol, the Contractor shall provide the Contracting Party with the complete technical documentation of the subject of the Contract and other relevant documents, e.g. the guarantee.
7. The Contracting Party has the right to refuse acceptance in justified circumstances, i.e. when:
 - a) in the course of the acceptance it becomes apparent that the subject of the Contract or its part are generally inconsistent with the specification contained in the Request for Quotation or in the Offer and/or in the technical documentation of the subject of the Contract,
 - b) in the course of the acceptance it becomes apparent that the subject of the Contract possesses defects/faults that prevent its proper functioning.
8. In the event of the Contracting Party's refusal to accept the subject of the Contract due to the circumstances referred to in par. 4 pt. 7, the acceptance protocol shall not be prepared until such a time as the Contractor remedies the reasons preventing acceptance.
9. The Contractor is obliged to remove the defects indicated by the Contracting Party free of charge and notify the Contracting Party of the performance of this action. The Contracting Party sets the date of receipt of the item previously found to be defective. If the defects indicated by the Contracting Party are not removed by the Contractor within this period, the Contracting Party is entitled to withdraw from the Contract.

§ 5 GUARANTEE

1. The Parties agree that the Contractor's liability for defects in the subject of the Contract will be extended by granting, in accordance with the content of the submitted Tender, a-month written quality guarantee, under which the Contractor guarantees that the subject of the Contract and its components are free from defects and fit for the purpose specified in the technical specification. The warranty period for defects is equal to the quality guarantee period.
2. The parties agree that the Contract is an independent document confirming the granting of a quality guarantee.
3. The obligations of the guarantor shall be fulfilled by the Contractor, but the Contractor may commission another professional entity to perform warranty repairs, at his own risk and at his own expense. During the quality guarantee period, the Contractor is obliged to remove all defects and damage to the subject of the Contract free of charge, i.e. to repair or replace free of charge any of its elements which during the guarantee period will turn out to be defective, incomplete or damaged as a result of using defective materials in their manufacture or assembly, faulty design, incomplete effectiveness, faulty workmanship or for other reasons. The warranty covers in particular defects resulting from defects in material and workmanship.
4. The guarantee period shall commence on the day of the Parties' signing of the acceptance protocol of the subject of the Contract.
5. During the guarantee period the contractor is obliged to remove the defects of the subject of the Contract covered by the guarantee free of charge at the place of delivery of the subject of the Contract, except when the repair is not possible in this place for technical reasons (e.g. the need to use tools or devices that are impossible to use at the place of delivery of the subject of the Contract or located only at the Contractor's repair facility). In such situations, the Contractor undertakes to collect the subject of the Contract from the place of delivery of the subject of the Contract to the place of repair and deliver it after the repair to the place where the Subject of the contract is installed. The costs related to the implementation of warranty repairs shall be borne by the Contractor.
6. The Contractor is obliged to initiate the removal of the defects/faults of the subject of the Contract no later than 14 days from the notification of the defect or fault by the Contracting Party.
7. The duration of the guarantee repairs may not exceed 30 days from undertaking the removal of the defect/fault. Any delay by the Contractor in this respect can only be justified by force majeure.
8. The guarantee period for the replaced or repaired components of the subject of the Contract commences anew from the moment of repair or replacement. In the event that a defect in an element prevents the entire subject of the Contract from functioning, the warranty period for the entire subject of the Contract is extended by the period from the date of reporting the defect to the date of its removal.
9. The guarantee period shall be extended if the Contractor fails to complete the repairs before the end of the guarantee period – until the date of completion of the repairs, extended by the period of the guarantee repair, i.e. from the date of reporting the defect to the date of its removal.
10. In the event of divergent positions as to the existence and scope of quality defects, the Parties may commission an independent expert to prepare an expert opinion. The cost of this expert opinion shall be borne by the Party whose position is not confirmed by the expert opinion. If the Parties fail to establish a joint, independent expert within 14 days, the Contracting Party shall have the right to choose an expert.

In the event that the performed expertise confirms the Contracting Party's position, the Contractor will be obliged to reimburse the Ordering Party for the entire cost of the expertise.

§6 CONFIDENTIALITY

1. The Parties undertake to maintain the confidentiality of all confidential information which they acquire during the conclusion and performance of the present Contract. Confidential information as defined by the Contract includes all materials and information in written or electronic form marked as "restricted", "secret", "confidential", or bearing other markings indicating their confidential nature, as well as information provided in any other form along with information, also in any form, of a confidential nature, or information the confidential nature of which is obvious from its nature or the relevant legal provision.
2. In particular, the Parties undertake to maintain secrecy of information constituting a business secret within the meaning of Art. 11. section 4 of the Act of April 16, 1993 on Suppression of Unfair Competition (Journal of Laws of 2020, No. 913, as amended).
3. The obligation to maintain confidentiality does not pertain to information that:
 - a) is generally known due to having been published in mass media such as the press, radio or television or was made publicly available through other means, enabling access to such information by an undefined group of people in a way other than as a result of an infringement the provisions of the Contract;
 - b) was obtained from an entity other than the other Party (including its employees or associates), provided that the entity that was the source of the information obtained it in a lawful manner and was not bound by a confidentiality clause towards the other Party or entity to which the information relates, which the disclosing party is able to prove;
 - c) was known to the disclosing Party before being received from the other Party or was developed by or on behalf of the Disclosing Party independently of its disclosure by the other Party, which the Disclosing Party is able to prove.
4. The Parties undertake to:
 - a) keep all confidential information strictly confidential;
 - b) not to disclose to third parties any confidential information in whole or in part;
 - c) apply security measures ensuring the confidentiality of confidential information and preventing access by unauthorized third parties;
 - d) use confidential information solely for purposes related to the performance of the Contract;
 - e) instruct all associates who have access to confidential information about the obligation of secrecy under the terms of the Contract;
 - f) take all necessary steps to ensure that their associates comply with the provisions of the Contract.
5. The Parties are entitled to provide confidential information to their employees and subcontractors only when it is necessary for the performance of the Contract. In such a case, a given Party is liable for breach of confidentiality rules by subcontractors as for its own actions or omissions.
6. In the event that one of the Parties is obliged, on the basis of applicable regulations, by an order of a court or state administration body, to disclose information or materials constituting confidential information, or the need to disclose them will result from the provisions of law or the Ordering Party's funding contract, signed with the institution financing the project under which this procurement procedure has been initiated, then this Party undertakes to immediately notify the other Party of this fact and inform the recipient of the information or materials of their confidential nature.

7. The provisions on confidentiality shall remain in force for 5 years from the receipt of a given confidential information, but in no case less than 2 years from the conclusion of the Agreement, unless the relevant regulations provide for a longer period.

§ 7

CONTRACTUAL PENALTIES

1. In the event of improper performance or non-performance of this Contract, the Contracting Party may impose a contractual penalty on the Contractor.
 - 1.1. In the event of the Contractor's failure to comply with the terms of this Agreement regarding the deadline for the implementation of the subject of the Contract, specified in this Contract, the Contracting Party may impose a contractual penalty on the Contractor in the amount of up to 0.3% of the Contractor's gross remuneration, as specified in § 2 section 1 of this Contract, for each day of delay beyond the specified date of receipt, but no more than 20%.
 - 1.2. In the event of the Contractor's failure to comply with the terms of this Contract regarding the deadline for removing defects/faults found during the acceptance of the subject of the Contract and under the quality guarantee specified in the Agreement, the Contracting Party may impose a contractual penalty on the Contractor in the amount of up to 0.3% of the Contractor's gross remuneration as specified in § 2 section 1 of this Contract, for each day of delay in relation to the specified date of removal of these defects or faults, but no more than 20%.
2. If the damage suffered by the Contracting Party exceeds the amounts of the contractual penalties stipulated above, the Contracting Party has the right to claim compensation on general terms under the Civil Code, to the extent that it exceeds the amount of the above-mentioned contractual penalties.
3. The liability of the Parties for improper performance or non-performance of this Contract shall only be excluded from force majeure events which could not be foreseen and which could not be prevented.
4. The payment of contractual penalties does not affect the Contractor's obligations towards the Contracting Party.
5. In the event of a delay in the timely payment of the amount due for the performance of the Contract, the Contractor shall be entitled to charge the Contracting Party with default interest in the statutory amount.

§ 8

FORCE MAJEURE

1. The Parties will be released from liability for partial or total failure to perform their obligations under the Contract, caused by force majeure, namely fire, flood, earthquake, which directly affect the implementation of this Contract.
2. The Contractor must inform the Contracting Party of the occurrence of force majeure within 5 days from its appearance. The Contractor's failure to notify the Contracting Party of the occurrence of force majeure will result in the loss of the Contractor's right to claim such circumstances.

§ 9

WITHDRAWAL FROM THE CONTRACT

1. The Parties have the right to withdraw from this Contract only in the following cases, subject to the mandatory regulations:

- 1.1. The Contracting Party may withdraw from the present Contract:
 - a) when the Contractor, without justified reasons, fails to complete the subject of the Contract within the time limit agreed by the Parties or within the scope specified in the Contract,
 - b) when the Contractor performs the subject of the Contract in a manner inconsistent with the specification presented in the Request and / or the Offer,
 - c) when the Contractor, despite a written request by the Contracting Party to remove defects of the subject of the Contract, in particular defects resulting in the non-compliance of the subject of the Contract with the specification presented in the Request and/or the Offer, refuses to remove them or removes them in an untimely manner,
 - d) in the event of liquidation or bankruptcy of the Contractor's company.
 - e) upon the issuing of an order to seize the Contractor's property.
- 1.2. The Contractor may withdraw from the present Contract if the Contracting Party is delayed with the payment of the Contractor's amounts due under this Contract by at least 30 days and, despite being requested by the Contractor, does not pay them within an additional 15 days.
2. The party withdrawing from this Contract is obliged to submit a declaration of withdrawal from this Contract in writing, otherwise being null and void. The declaration of withdrawal from this Contract must contain a justification and must be communicated to the other Party at least 7 days before the withdrawal date.
3. In the event of withdrawal from the Contract due to the Contractor's fault, it shall be obliged to return to the Contracting Party all payments received from the Contracting Party under the Contract within 14 days from the date of withdrawal from the Contract. For failure to comply with the above-mentioned of the deadline, the Contracting Party shall be entitled to a contractual penalty from the Contractor in the amount of unrepaid payments.

§ 10

CHANGING THE TERMS OF THE CONTRACT

1. The provisions of this Contract may be changed only on the basis of joint declarations of will of both Parties.
2. It is not allowed, on pain of nullity, to amend the provisions of the present Contract and introduce to it new provisions unfavourable for the Contracting Party, if such changes necessitate changes to the content of the Offer on the basis of which the Contractor was selected, unless the necessity to introduce such changes results from circumstances unforeseeable at the time of concluding this Contract.
3. The Contracting Party provides for the possibility of changing the Contract in the event of:
 - a) changes in generally applicable provisions of law or the terms of co-financing in a scope affecting the implementation of the subject of the Contract (to the extent requiring adaptation of the Contract to the new conditions);
 - b) the contractor offering a device with technical parameters better than the minimum technical parameters required in the description of the Subject of the Contract, with the proviso that the remuneration for the implementation of the subject of the Contract will not be increased (change of the parameters of the subject of the Contract);
 - c) a need to change the deadlines for the performance of the Contract due to objective factors resulting from the Contracting Party's needs, beyond the control of the Contractor, with the proviso that the Contractor's remuneration will not be increased (change of the contract performance date);

- d) a change in VAT rates - the Contractor's remuneration may change due to adjusting the remuneration to the current rate;
- e) termination or amendment of the contract that between the Contracting Party and the institution financing the project under which the procurement procedure has been launched – the elements of the Contract that must be changed in order to comply with the contract with the institution financing the project under which the procurement procedure was launched will be adjusted;
- f) a need to change the method of payment of the Contractor's remuneration, e.g. in the event of an agreement with the Contractor to make the remuneration payable in instalments;
- g) a need to change the Contractor's remuneration payment date for reasons beyond the control of the Contracting Party.

§ 11
FINAL PROVISIONS

1. In matters not covered by the Agreement, Polish law shall apply, including the provisions of the Act of 23 April 1964 Civil Code (Journal of Laws of 2020, No. 1740, as amended) and the rules of procurement procedures in accordance with the principle of competition described in the Guidelines for awarding contracts under the EEA Financial Mechanism 2014-2021 and the Norway Grants 2014-2021.
2. Any disputes that may arise in connection with the implementation of this Contract should be first settled amicably (through negotiations). Disputes that cannot be settled amicably will be settled by a common court having jurisdiction over the seat of the Contracting Party.
3. This Contract shall enter into force on the date of its conclusion.
4. The present Contract has been drawn up in two identical copies, one for each Party.

Signatures of the Parties:

For the Contracting Party:

For the Contractor: