

INQUIRY NO. 01/2024/LEGALHFC from 22.01.2024

PROZON Climate Protection Foundation invites you to submit offers for the supply of gas analyzers as part of the project "LEGAL HFC 4LIFE - Development and implementation of a model of cooperation and tools between state authorities and other entities to improve monitoring in the area of HFCs and their illegal trade" LIFE22-GIC-PL- LEGAL HFC 4 LIFE, co-financed by the European Union under the LIFE Programme

I. INFORMATION ABOUT THE ORDERING PARTY

PROZON Foundation for Climate Protection

NIP: 524-18-25-696

Identification number: 012230156

Address: 14 Matuszewska Street, Bud. B9,
03-876 Warsaw

Email: life@prozon.org.pl

Contact person:

Martyna Jankiewicz, phone: + 48 573 265 860, e-mail: martyna.jankiewicz@prozon.org.pl

II. PROCEDURE

The provisions of the Public Procurement Law do not apply to the procedure. The request for quotation is carried out in the form of a tender competition. In order to maintain the principles of equal treatment, fair competition and transparency, the principles consistent with the PROZON procurement policy and principles similar to good practices known from the principle of competitiveness have been applied.

III. SUBJECT OF THE CONTRACT

1. CPV codes according to the Common Procurement Vocabulary:

38432100-3 Gas Analysis Apparatus

2. Subject of the contract:

The request for quotation concerns the supply of gas analyzers with the following parameters:

- Only mobile device to provide a high level of accuracy for measured refrigerants
- Vapor or liquid sampling
- Store test data on external USB drive and remote software updates for new refrigerants



- Analyzed Refrigerants (displays % purity): R-22, R-32, R-134a, R-404A, R-407C, R-410A, Hydrocarbons (HC) and Air
- Identified Refrigerants (NO % purity): R-12, R-1234yf, R-417A, R-421A
- Accuracy +/-2% of single component refrigerants
- Test time: below 10 min. Take no more than 10g of sample for testing.

The contracting authority plans to purchase 42 units as part of the project. If it is not possible to offer such a number of analysers, the Tenderer may offer a number available in 2024.

The order should be completed within the period indicated in the offer, but no later than by the end of 2024. Delivery may be carried out in stages.

The offer price should include the costs of delivery of the subject of the order to the Contracting Authority's headquarters.

Planned date of signing the contract – 02/2024

IV. CONDITIONS OF PARTICIPATION IN THE PROCEDURE (access criteria):

1. In order to ensure the high quality of the subject of the contract, the following conditions may participate in the procedure:
 - a) **Knowledge, experience and technical potential:** they have the necessary knowledge and experience, as well as the technical and human potential capable of performing the subject matter of the contract.
 - b) **Financial situation:** they are in a financial and economic position to ensure the performance of the subject matter of the contract.
 - c) **Entitlements:** they have the right to perform a specific activity or activity, if the law requires them to be possessed.
2. **No capital or personal ties:** The Contracting Authority excludes the possibility of submitting an offer by entities that are related to it by capital or personally. A capital or personal relationship shall be understood as a mutual relationship between the Contracting Authority and the Tenderer, in particular through:
 - a) participation in a company as a partner in a civil law partnership or a partnership;
 - b) holding at least 10 % of the shares;
 - c) acting as a member of a supervisory or management body, proxy, proxy;
 - d) being married, consanguineous or affinity in a direct line; having such a legal or factual relationship with the contractor that it may give rise to reasonable doubts as to the impartiality of those persons.

The Tenderer is obliged to submit a declaration of no relationship with the Contracting Authority (Appendix 2)

3. The provisions of the Act of 13 April 2022 on Special Solutions for Counteracting Support for Aggression against Ukraine and for the Protection of National Security (Journal of Laws of 2022, item 835) apply to the grounds for exclusion from the proceedings set out in Article 7(1) of the said Act. Contractors shall submit (together with the offer) an appropriate statement in this respect included in Appendix 1 (offer form).

V. OFFER REQUIREMENTS

1. The offer should be prepared in a comprehensible, legible and complete manner, unambiguously referring to the subject of the contract. The offer should be signed by a person authorized to represent the bidder.



2. The offer should comply with generally applicable laws, in particular the provisions on the protection of fair competition and the provisions of the Act of 23 April 1964. of the Civil Code (Dz.U. No. 16, item 93, as amended) regarding the offer and meet the requirements described in this inquiry.
3. The offer should be prepared in accordance with the offer form constituting Appendix No. 1 to the request for proposal.
4. Offers that do not have the required attachments attached will be rejected for formal reasons.
5. In connection with the rejection of the offer, the participants of the procedure (Bidders) are not entitled to any claim against the Contracting Authority.
6. All costs related to the preparation and delivery of the offer shall be borne by the Tenderer.
7. The prices included in the offers must take into account all requirements related to the performance of the contract and all costs that the tenderer will incur for the proper performance of the contract in accordance with the applicable regulations.
8. The offer period is 30 days from the end of the deadline for submission of offers.

VI. DATE AND METHOD OF SUBMITTING THE OFFER

1. The deadline for submission of offers is **29.01.2024** (by the end of the day)
2. The date of delivery of the offer shall be the date of receipt of the offer at the project headquarters indicated by the Contracting Authority as the place of submission of offers, i.e. 14 Matuszewska Street, Bud. B9, 03-876 Warsaw or by e-mail to the e-mail address life@prozon.org.pl (the date of receipt to the Ordering Party counts).
3. A properly submitted offer should include:
 - a) Attachments 1 - 3
4. Offers submitted after the deadline will not be considered.

VII. RULES FOR THE EVALUATION OF TENDERS

1. The offer that obtains the highest number of points, which is the sum of points obtained in the individual criteria for the evaluation of the offer, will be considered the most advantageous.
2. If the Tenderer, whose offer has been selected, refuses to conclude the contract within the deadline specified by the Contracting Authority, the Contracting Authority may choose the most advantageous one from among the remaining offers.
3. The contracting authority may call on the tenderer to supplement or clarify the offer (unless the offer would not be the most advantageous offer despite the correction of errors, explanations or additions) and ask for additional documents confirming the reliability of the information contained in the offer. The contracting authority may negotiate the price and terms of the contract with the bidder whose offer is considered the most advantageous.

VIII. TENDER EVALUATION CRITERIA



The number of points awarded to each of the evaluated offers will be calculated according to the formula below.

$$X = A + B + C + D$$

where:

X - total number of points awarded to the offer

A - number of points awarded to the offer based on the criterion – price (70 points)

B – delivery date (20 points)

C – number of points awarded to the tender based on the criterion – respect for the natural environment (10 points)

A description of how the scores for each criterion are calculated:

A. Total net price of the order, 70 pts

Points will be awarded according to the formula: $P = CN/CO * 70$ points

P - score awarded to the evaluated offer

CN - the lowest price among the submitted bids eligible for evaluation

CO - price of the evaluated offer

B. Delivery date of the subject of the order, counted in weeks from signing the contract, 20 pts.

Points will be awarded according to the formula: $P = CN/CO * 20$ points

P - score awarded to the evaluated offer

CN – the shortest lead time

CO – lead time indicated in the evaluated offer

C. Respect for the natural environment by the tenderer verified on the basis of the statement constituting Appendix No. 3, 10 pt.

Criterion 0/1 - YES - 10 points, NO - 0 points

The maximum number of points to be obtained by the Contractor for all tender evaluation criteria is 100. All calculations will be made to two decimal places.

IX. OTHER INFORMATION

1. The Contracting Authority reserves the right to amend the terms and conditions of the procedure, modify or supplement the content of the invitation to submit tenders before the deadline for submission of tenders and to cancel the procedure at any stage, in particular due to the need to remove defects in the inquiry, adapt the inquiry to the requirements of generally applicable law or other regulations binding on the Contracting Authority, and if it turns out to be necessary for the proper implementation of the Project or the subject inquiry (in particular due to the appropriate quality of performance of the subject of the inquiry and its compliance with the objectives of the Project). In this respect, the Bidders are not entitled to any claims against the Contracting Authority (the Bidders waive any possible claims to which they are entitled). reserves the right to annul the proceedings at any stage of the proceedings without giving a reason.
2. Partial bids are not permitted.



3. Each Bidder may submit only one offer. The submission of more than one bid or a bid containing alternatives will result in the rejection of all bids submitted by the Bidder.
4. A bidder may amend or withdraw its bid before the deadline for submission of tenders.
5. If the offer is submitted in a foreign currency, the currency conversion into PLN will be carried out according to the average exchange rate announced by the National Bank of Poland in force on the day of evaluation of the offers.
6. The price must take into account all the requirements of this inquiry and include all costs related to the timely and correct execution of the entire subject of this inquiry.

X. TERMS AND CONDITIONS FOR AMENDING THE AGREEMENT

1. The contract will be concluded with the Contractor whose offer will be the most advantageous (will receive the highest number of points).
2. The contract for the performance of the contract, the subject of which has been specified in this request for proposal, shall be concluded taking into account the provisions resulting from the content of the request for proposal and the data contained in the offer.
3. If the Contractor whose bid has been selected refuses to conclude the contract, the Contracting Authority shall select the most advantageous offer from among the other bids submitted without re-evaluating them.
4. An amendment to the contract in relation to the content of the offer submitted by the Contractor after its conclusion is admissible, provided that:
 - a) The changes will be beneficial for the Contracting Authority.
 - b) Changes in the terms and dates of payment if these changes result from reasons beyond the control of the Contractor or the Contracting Authority.
 - c) There were circumstances (e.g. legal, economic, technical) that could not have been foreseen at the time of concluding the Agreement.
 - d) Changes (including the introduction of new regulations) of generally applicable law to the extent affecting the performance of the subject matter of the Agreement
 - e) changes in the data of the Parties (e.g. change of the registered office, address, name, place of the project);
 - f) justified, beyond the control of the Contractor or the Contracting Authority (e.g. for technical, economic or political reasons);
 - g) The Contracting Authority allows for the possibility of making changes to the deadline for the performance of the subject matter of the contract in the event of circumstances beyond the control of the Contractor with due diligence or circumstances beyond the control of the Contracting Authority, resulting in the inability to meet the deadline for the implementation of the subject matter of the contract, in particular such as force majeure; in the event of a change in the deadline for the performance of the Subject of the Agreement in question, this deadline may be extended, however, no longer than by the duration of these circumstances, and the extension of the deadline does not have any impact on the amount of remuneration specified in the Agreement;
 - h) amendments to the contract with respect to the contractor's remuneration in a situation unforeseen and not attributable to the Parties, the occurrence of which could not have been foreseen by the Parties despite exercising due diligence and in the scope of an increase or decrease in the remuneration resulting from an increase or decrease in the scope of the contract, in the event of circumstances that could not have been foreseen at the time of conclusion of the contract – by the value of the performed/not performed work under the Subject of the Contract;



- i) amendments to the contract with respect to the contractor's remuneration in the event of early termination or withdrawal from the Contract in the event of achieving satisfactory results for the Contracting Authority before the expiry of the assumed duration of the Contract or in the event of finding that further performance of the Subject of the Contract is not necessary or is pointless from a scientific or economic point of view.
- j) the necessity to introduce changes will be a consequence of changes introduced in the contracts between the Contracting Authority and a party other than the Contractor, including institutions supervising the implementation of the Project under which the contract is performed;
- k) objective reasons beyond the control of the Contractor or the Contracting Authority;
- l) force majeure circumstances;
- m) changes in the legal regulations in force on the date of signing the agreement;
- n) The Contracting Authority allows for the extension and shortening of the deadline for the completion of the contract in the event of a situation that the Contracting Authority could not have foreseen in advance or for reasons beyond the control of the Contractor;
- o) receiving a decision of the project financing entity containing changes in the scope of tasks, deadlines or setting additional provisions to which the Contracting Authority will be obliged.

XI. GDPR information clause

In accordance with Articles 13 and 14 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 Data Protection Regulation, hereinafter referred to as 'GDPR'), we would like to inform you that:

- 1) The administrator of your personal data is PROZON Climate Protection Foundation with its registered office in Warsaw (03-876), Matuszewska 14 lok. Bud. B9. Contact: +48 22 392 74 62; email: rodo@prozon.org.pl.
- 2) You can contact the Data Protection Officer using the following e-mail address: inspektor@kiodo.pl.
- 3) We will process your data for the following purposes:
 - consideration of the submitted offer, including taking steps to conclude a contract at your request (legal basis: Article 6(1)(b) of the GDPR – if you are a Bidder or Article 6(1)(f) of the GDPR if you are a person authorised to represent the Tenderer),
 - signing and performing the concluded agreement (legal basis: Article 6(1)(b) of the GDPR – if you are a Party to the Agreement or Article 6(1)(f) of the GDPR – if you are a person authorized to represent the Contracting Party or a contact person for the purpose of performing the agreement),
 - fulfilling our obligations in connection with the implementation of the Re-electro 4 LIFE project (legal basis: Article 6(1)(c) of the GDPR),
 - comply with accounting, tax and other legal obligations (basis: Article 6(1)(c) of the GDPR),
 - possible pursuit or rebuttal of claims (the basis of Article 6(1)(f) of the GDPR) – the processing of data is based on the legitimate interest of the controller).
- 4) In the event that you are designated as a contact person for the performance of a contract, we generally process basic business data in terms of name, position, e-mail address and telephone number, provided to us by the Provider.
- 5) Providing your data is voluntary, but necessary to achieve the purposes set out above. Failure to provide personal data resulting from the provisions of law will result in the inability to conclude a contract with us.
- 6) Your data may be transferred:
 - entities cooperating with us, including service providers (e.g. IT companies, accounting offices).
 - entities entitled to receive data only on the basis of separate provisions of law, i.e. public authorities and entities performing public tasks or acting on behalf of public authorities, including the European Commission
- 7) On the terms set out in the GDPR, you have the right to access your personal data, the right to request rectification, deletion, portability and restriction of processing.



- 8) If the processing is based on our legitimate interest, you have the right to object to the processing of your data. In this case, please contact us at the following email address: rodo@prozon.org.pl.
- 9) If you believe that your data is being processed in violation of the law, you have the right to lodge a complaint with the President of the Personal Data Protection Office as the supervisory authority.
- 10) Your data provided for the purpose of concluding and performing the contract will be processed by the Foundation for the period required by law (usually 10 years), possibly taking into account the limitation period for possible claims.
- 11) Your data will not be transferred to third countries.
- 12) As part of data processing, we do not use automated decision-making, including profiling.

XII. CONNECTORS:

Appendix 1 – Offer Form

Appendix 2 – Declaration of no relationship with the Contracting Authority

Appendix 3 – Environmental Statement

