



**REQUEST FOR QUOTATION No. 060KK**

**(with specification of the order)**

**of 14th of January 2025**

**Project name:** „Development and obtaining on a semi-technical scale of frozen broccoli puree rich in sulforaphane, which is a functional product (with health-promoting properties)”

**Project goal:** "The objective of the project is to develop and production, on a semi-technical scale of frozen broccoli puree rich in sulforaphane, as a result of conducted R&D activities, including the application of an effective method for converting glucoraphanin to sulforaphane in the product.

**SECTION II: SUBJECT OF THE ORDER**

**1. General description**

**a. Name given to the order by the Ordering Party:**

Request for Quotation No. 060KK regarding the supply of a freezing drum, a prototype element - a pilot line for the production of broccoli puree with increased sulforaphane value.

**b. Type of the order:**

Supply

**c. CPV Code:**

42200000-8 Food, beverage and tobacco processing machines and similar parts

42215000-6 Machines for the industrial manufacture or production of food or beverages

**2. The Order goal:**

The goal of the order is to select a Contractor for the order consisting in the delivery of a freezing drum, a prototype element - a pilot line for the production of broccoli puree with increased sulforaphane value as part of the research and development project "Development and obtaining on a semi-technical scale frozen broccoli puree rich in sulforaphane constituting a functional product (with properties health-promoting)" implemented by the Ordering Party as part of the NUTRITECH government program - nutrition in the light of the challenges of improving society's well-being and climate changes.

The Ordering Party is an entity not obliged to apply the Public Procurement Law.

**3. Determination of the subject and the size or scope of the order:**

The subject of the order is the purchase and delivery of a **brand new device - a freezing drum**, a prototype element - a pilot line for producing broccoli puree with increased sulforaphane value.

Basic technical parameters of the device:



- The purpose of the device is to freeze the puree served at a temperature of approx. 15-17 degrees Celsius directly onto the drum, so as to freeze it to a temperature of approx. -2; -1 degree Celsius and obtain a frozen but plastic mass;
- Principle of operation: the puree mass is poured onto a rotating drum, where during rotation, the puree freezes and is torn off with a "knife" in the lower part of the drum; to reach the forming machine in a frozen form; already at -1 temp; -2 degrees Celsius;
- Capacity approx. 1.5 t/h max. 2 t/h
- Cooling/power factor - NH3

**Detailed technical parameters of the ordered elements are presented in the specification of the subject of the order, which constitutes Appendix No. 1 to this Request for Quotation.**

We would like to inform that each element of the subject of the order must meet the minimum technical parameters described in Appendix No. 1 to this inquiry.

**We would like to inform you that all potentials trademarks, patents or origins, sources or specific processes mentioned in Appendix No. 1 which have been used to characterize products or services, are for illustrative purposes only, and the Ordering Party allows for solutions as described or equivalent, provided that they meet the requirements described in the Request for Quotation.**

The Ordering Party informs that this procedure is being conducted as part of a research and development project, therefore:

- The assumptions regarding the ordered elements of the pilot installation arise from preliminary results of the conducted research;
- It is necessary for the Contractor of this order to collaborate during its implementation with the R&D Team of the Ordering Party and the suppliers of the other modules of the pilot line, in order to adjust the parameters of the delivered elements to the results of the ongoing R&D work;
- The Ordering Party may make adjustments and changes to the specified parameters during the implementation of the order; this will be a result of the ongoing R&D work.

#### **4. Other requirements**

The remaining conditions for the implementation of the order are described in **Appendix No. 5** to the Request for Quotation.

**5. Duration of the order or deadline for execution:** no later than 15th January 2026.

**6.** The Ordering Party does not allow the submission of partial offers.

**7.** The Ordering Party does not allow the submission of variant offers.

**8. Procedure:** request for quotation in a competitive procedure.

**SECTION III: OTHER INFORMATION (IN PARTICULAR OF A LEGAL, ECONOMIC, FINANCIAL AND TECHNICAL NATURE):**



## 1. Description of the conditions for participation in the proceeding:

- 1.1. The offer should be submitted on the Offer Form attached as **Appendix No. 2** to this Request for Quotation (under the penalty of exclusion of the Contractor from the proceedings) along with the technical specification.
- 1.2. Contractors participating in the proceedings must have necessary qualifications to perform specific activities or tasks, if the law imposes an obligation to have them. The declaration template is attached as **Appendix No. 3** to this Inquiry.
- 1.3. Contractors participating in the proceedings must be in an economic and financial situation that ensures the timely and compliant execution of the order, they must have the necessary knowledge and experience, as well as technical potential, and have personnel capable of executing the order. The declaration template is attached as **Appendix No. 3** to this Inquiry.
- 1.4. Contractors who are personally or financially related to the Ordering Party are excluded from the proceedings. A linked Contractor is considered to be an entity:

- 1) related or being a subsidiary, interdependent, or dominant entity in relation to the Beneficiary in accordance with the Act of 29th September 1994, on Accounting;
- 2) being an entity that is in a factual or legal relationship with the Beneficiary or members of their governing bodies, which may raise reasonable doubts regarding impartiality in selecting a supplier of goods or services, in particular being in a marital relationship, a relationship of kinship or affinity up to the second degree inclusive, a relationship of adoption, guardianship or custody, also through membership in the governing bodies of the supplier of goods or services;
- 3) being an affiliated entity or a partner entity in relation to the Beneficiary within the meaning of Regulation No. 651/2014;
- 4) being an entity personally related to the Beneficiary within the meaning of Article 32(2) of the Act of 11th March 2004, on Goods and Services Tax.

The Contractor presents a declaration of the lack of the above-mentioned connections, the template of which is attached as **Appendix No. 4** to this Request for quotation.

- 1.5. Contractors participating in the procedure must familiarize themselves with the other conditions of the order described in detail in **Appendix No. 5** to this Request for quotation and with the essential provisions of the agreement detailed in **Appendix No. 6** to this Request for quotation, accepting them.

## 2. Criteria for evaluating offers:

Offers will be evaluated by the Ordering Party based on the following criteria:

Criterion (Scale – %)

- 1)  $K_1$  – Net price of the offer – 80 points (80%)
- 2)  $K_2$  - Technical warranty period for the device in months – 10 points (10%)
- 3)  $K_3$  – Execution deadline for the order (date) – 10 points (10%)



### 3. Method of evaluating offers:

Criterion symbol	Criterion name	Scale	Description of the scoring method
K <sub>1</sub>	Net price for the execution of the order*	80	The ratio of the lowest offer price to the price of the evaluated offer, multiplied by 80.
K <sub>2</sub>	Technical warranty for the device (in months): the minimum required warranty period is 24 months (counting from the date of final acceptance report)	10	The ratio of the warranty period for the device in the evaluated offer to the warranty period in the offer with the longest warranty (in months), multiplied by 10.
K <sub>3</sub>	Execution deadline for the order (date in format dd.mm.yyyy - the deadline is 15th January 2026)	10	Points for the offered execution deadline will be allocated according to the following ranges: by 15th January 2026 – 10 points after 15th January 2026 – 0 points

\* In the case of expressing the price in a currency other than PLN, the currency symbol must be added. It will be converted to PLN according to the average exchange rate of the National Bank of Poland on the date of the offer submission deadline.

Maximum warranty period: 60 months.

The warranty period declared by the Contractor cannot be shorter than 24 months and must be stated in full months.

If the Contractor declares a warranty period shorter than 24 months or fails to declare the warranty period, the Ordering Party will consider, the content of the offer not to correspond to the specifications of the order.

The maximum warranty period for which the Ordering Party will award points in this criterion is 60 months. If the Contractor offers a warranty period longer than 60 months, the Ordering Party will award that offer points equivalent to a warranty period of 60 months.

### 4. Selection of the offer

$$K = K_1 + K_2 + K_3$$

The maximum number of points (K) to be awarded is 100. The most advantageous offer will be the one that receives the highest number of points.

### 5. Other important conditions:

5.1. The submitted offer binds the Contractor until 28th February 2025.

5.2. A contract for delivery will be concluded with the Contractor whose offer is the most advantageous (i.e., receives the highest number of points) after the offer is selected. This contract will be concluded under the terms set by the Ordering Party, following the selection of the offer and in accordance with the price provided by the Contractor in the selected offer. The Ordering Party will be obligated to pay, according to the price resulting from the selected offer, solely for the actual delivery made.



**5.3. Changes regarding the method and timing of order fulfillment may be introduced during the execution of the Contract due to:**

- a) The method of execution of the subject of the order due to changes in the financing principles resulting from agreements signed by the Ordering Party with Intermediate Institutions or other factors related to the implementation of the project, independent of the Ordering Party;
- b) Delays due to reasons attributable to the Ordering Party;
- c) The occurrence of events related to force majeure (natural disasters, social unrest, military actions, etc.);
- d) Administrative decisions (decisions of public authorities, changes in applicable law, awaiting previously unforeseen but necessary expert reports, court rulings, etc.);
- e) Changes to the contract execution schedule resulting from the provisions of the Ordering Party's agreement with the National Center for Research and Development, if that agreement was amended after the contract was awarded;
- f) Downtime and delays caused by the Ordering Party that directly affect the timeliness of the execution of the order— maximum period of downtime and delays.

Delays mentioned above must be documented using protocols signed by both parties.

In the aforementioned cases, the parties shall establish new deadlines, with the maximum extension of the contract completion date equal to the duration of these delays.

The occurrence of any of the circumstances mentioned above does not constitute an absolute obligation for the Ordering Party to make such changes, nor can it be the basis for the Contractor's claims for their execution.

All changes to the content of the contract may be made solely in the form of an annex signed by both parties, under penalty of nullity

- 5.4. The Ordering Party reserves the right to withdraw from concluding the contract in the event of discontinuing the project, if circumstances unknown to the Ordering Party existed on the date of publication of this Request for quotation.
- 5.5. If the Bidder whose offer has been selected withdraws from concluding the contract, the Ordering Party may choose the most advantageous offer from the remaining submitted offers without conducting a re-evaluation.
- 5.6. The Ordering Party anticipates the possibility of granting an advance payment for the execution of the order under the conditions described in Appendix No. 6 to the Request for quotation.

**6. Method of preparing offers, deadline, and place for submission of the offer:**





- 6.1. The offer must be prepared using the attached "Offer Form" (Appendix No. 2) along with the technical specification. The offer should be signed by an authorized person (or persons) in accordance with the representation rules of the respective Contractor.
- 6.2. The offer must include a statement confirming the fulfillment of the conditions of the order, the template of which is provided in Appendix No. 3 to this Request for Quotation, as well as a statement regarding exclusions related to affiliated entities, the template of which is provided in Appendix No. 4 to this Request.
- 6.3. The offer can be sent via email to [r.plotkowiak@hortex.pl](mailto:r.plotkowiak@hortex.pl) and [m.bialek@hortex.pl](mailto:m.bialek@hortex.pl), indicating in the subject line "Offer in response to Request for Quotation No. 060KK".
- 6.4. The deadline for submitting offers is **by 23rd January 2025**. Offers submitted after this deadline will not be evaluated. The signing of the contract is planned by 31st January 2025.
- 6.5. Offers are prepared and submitted at the expense of the Bidder.
- 6.6. The Bidder may submit only one offer.
- 6.7. Changes or withdrawal of the offer by the Bidder before the deadline for submission of offers are permitted.
- 6.8. This Request for Quotation is published on the website at the following address:  
<https://hortex.pl/zapytania-ofertowe/>
- 6.9. During the proceedings related to this Request for Quotation, until its conclusion, understood as the conclusion of a contract with the Contractor who submitted the most advantageous offer, all statements, inquiries, clarifications, applications, and notifications (except for the offer and the contract) from the Ordering Party or Contractors may be communicated electronically, unless the Ordering Party requires a different form of communication in a specific case.
- 6.10. The Ordering Party designates the following person for communication: Marcin Białek (email address: [m.bialek@hortex.pl](mailto:m.bialek@hortex.pl)). The email address for communication with the Contractor is to be provided by the Contractor in their submitted Offer
- 6.11. The Ordering Party allows Bidders to ask questions regarding the order. Questions should be sent to the email address: [m.bialek@hortex.pl](mailto:m.bialek@hortex.pl)
- 6.12. The Ordering Party will respond to the submitted questions within 2 business days from the day following the day on which the Ordering Party received the question.
- 6.13. Any questions should be submitted to the Ordering Party no later than 17th January 2025 (6 days before the deadline for submission of offers). The Ordering Party is not obligated to respond to questions received after this deadline.
- 6.14. The content of questions regarding the Request for Quotation, along with the Ordering Party's explanations, will be published in accordance with point 6.8.
- 6.15. The Ordering Party reserves the right to change the conditions specified in this Request for Quotation or to cancel the proceedings. In the event of such changes, the Ordering Party may set a different deadline for the submission of offers.



- 6.16. If necessary, the Ordering Party reserves the right to make a one-time request for the Contractor to supplement/correct or clarify the content of the offer. The Contractor will be obliged to supplement/correct the offer or provide clarifications within 3 business days.
- 6.17. The Ordering Party does not provide for any appeals for participants in the proceedings against the decisions made by the Ordering Party within the framework of the procurement proces.
- 6.18. The Ordering Party reserves the right to terminate (close) the procurement process without selecting any of the submitted offers, without prior notification to the Contractors and without providing reasons for such termination of the proceedings.
- 6.19. The Ordering Party will publish information about the outcome of the proceedings on the website <https://hortex.pl/zapytania-ofertowe/> and will notify each Contractor who submitted an offer electronically to the address indicated in the Offer Form.

## **7. Clarifications of the content of the offer and correction of errors**

- 7.1. During the examination and evaluation of offers, the Ordering Party may request clarifications from the Contractors regarding the content of the submitted offers.
- 7.2. The Ordering Party has the right to request clarifications from Contractors whose offers contain a significantly low price in relation to the subject of the order, i.e., lower than 30% of the average price of the other offers. If such clarifications are not provided or if inadequate justification for the price in the offer is presented, the Ordering Party may reject the offer.
- 7.3. The Ordering Party corrects in the offer:
- Obvious typographical errors;
  - Obvious mathematical errors, taking into account the accounting consequences of the corrections made;
  - Other errors consisting of non-compliance of the offer with the specification of essential terms of the order that do not result in substantial changes to the content of the offer— promptly notifying the supplier whose offer has been corrected.

### **Attachments:**

- **Appendix No. 1 – Specification of the subject of the order**
- **Appendix No. 2 – Offer form**
- **Appendix No. 3 – Declaration of fulfilling the conditions of the order**
- **Appendix No. 4 – Declaration of the lack of connections**
- **Appendix No. 5 – Other conditions of the order**
- **Appendix No. 6 - The essential provisions of the contract**







**Detailed description of the subject of the order**

Relates to: Request for Quotation No. 060KK, realized as part of the project "Development and obtaining on a semi-technical scale of frozen broccoli puree rich in sulforaphane, which is a functional product (with health-promoting properties)" realizing by the Ordering Party as part of the government program NUTRITECH - nutrition in the light of the challenges of improving society's well-being and climate changes,

"We inform that it is mandatory to meet all the minimum parameters desired by the Ordering Party in the offered subject of the order (We inform that all trademarks, patents, or sources mentioned in Appendix No. 1, which have been used to characterize the products or services, are for illustrative purposes only, and the Ordering Party allows solutions as described or equivalent, provided they meet the requirements outlined in the Request for Quotation), namely:"

<b>Purchase and delivery of a brand new device – freezing drum</b>	
<b>Technical parameters</b>	The device must be brand new, free from design, material, and manufacturing defects, unused, and not burdened by the rights of third parties. The device must be complete and meet the parameters listed below.
	Drum device with a system for applying vegetable and fruit mass in the form of puree, plastic, or semi-liquid.
	Adjustment of the dosing system for puree with a consistency of approximately 0.7 – 1.2 g/cm <sup>3</sup> , at a temperature range of 1 to 20 degrees Celsius.
	Nominal capacity in the range of 1 t/h – 1.5 t/h, with a functional range of the device up to 2 t/h.
	Supply of the semi-finished product to the device via carts with a capacity of approximately 200 liters.
	The device is equipped with its own control system along with a PLC operator panel that allows operation in Polish.
	A control system that safeguards the device in the event of a lack of supply of the semi-finished product.
	A control system with safety features that protect the device from blockage/freezing during downtime or stoppages of the production line.
	A machine control system that allows for the recording of basic machine parameters in the form of recipes for specific semi-finished products/production indices.
	Ability to verify technical parameters and archived machine data such as operating hours, number of downtimes, number of failures, and the technical condition of the most important components.
A control system that enables the exchange of signals with auxiliary devices operating in conjunction with the client's production line.	

	Ability for precise dosing and regulation of the supply of the semi-finished product to the device through adjustment.
	The device is designed for the supply of frozen semi-finished products directly to the feed hopper of the briquette forming machine set up in the target production line.
	Ability for precise adjustment of basic device parameters: drum rotation speed, changes in speed during the process according to the recorded recipe, exit temperature of the semi-finished product, etc.
	The device is equipped with necessary guards, barriers, and sensors that are correlated with the overarching safety system in accordance with applicable safety and hygiene regulations.
	All components used in the production of the machine are approved for food production, along with certificates for materials that come into direct contact with the product.
	The device is designed to operate with a power supply of single-phase 230 V or three-phase 400 V; 50 Hz
	The device is cooled by an NH3 ammonia refrigeration system.
	A control system that enables the exchange of signals with the automation controlling the media that interact with the device (water, compressed air; domestic hot water, NH3, etc.)
	The device is designed to operate in conditions of elevated humidity alongside other equipment in the production line, such as blanchers, coolers, and IQF tunnels. The ambient temperature in the production hall ranges from +10 to +35 degrees Celsius, with humidity levels exceeding 85%.
	As part of the offer, the delivery of the subject of the contract must be in a condition immediately ready for use in the production process, after prior calibration and adjustment to the client's process requirements.
	The device is constructed to hygienic standards using stainless steel.
	The device is equipped with a safety system for the NH3 installation.
	All devices in the aforementioned line must meet the following requirements: <ul style="list-style-type: none"> <li>- possess CE certification</li> <li>- made of materials approved for food contact</li> <li>- constructed from stainless steel</li> <li>- easy to clean, designed to ensure a very high standard of hygiene</li> <li>- operating manual (DTR) and control panel in Polish</li> <li>- use of high-standard components and technology to reduce electricity, water, and cleaning agent consumption</li> <li>- easy to operate with all components easily accessible</li> <li>- simple integration with other devices</li> <li>- basic service kit and necessary spare parts.</li> </ul>





**Appendix No. 2 to  
Request for Quotation Offer form**

Place....., date .....

(Contractor's stamp)

NAME:

\_\_\_\_\_

REGON: \_\_\_\_\_ TIN: \_\_\_\_\_

ADDRESS:

\_\_\_\_\_

Registered in \_\_\_\_\_ No. \_\_\_\_\_

tel. \_\_\_\_\_

Contact person: \_\_\_\_\_

e-mail: \_\_\_\_\_

**TO:** Department Polski Ogród  
in Skierniewicach  
street: Czerwona 20  
96-100 Skierniewice

**OFFER FORM**

1. In response to the Request for Quotation No. 060KK of 14th of January 2025, realized as part of the project "Development and obtaining on a semi-technical scale of frozen broccoli puree rich in sulforaphane, which is a functional product (with health-promoting properties)" realizing by the Ordering Party as part of the government program NUTRITECH - nutrition in the light of the challenges of improving society's well-being and climate changes, I offer delivery of the subject of the order in accordance with the requirements set out in the request for quotation under the following conditions:

Description of the subject of the order	net amount	gross amount	VAT rate
Price			
Technical warranty for the device (in months): the minimum required warranty period is 24 months (counting from the date of final acceptance report)			
Execution deadline for the order (date in format dd.mm.yyyy - the deadline is 15th of January 2026)			

Offer validity date: until the 28.02.2025.

2. I declare, that:



**Appendix No. 2 to  
Request for Quotation Offer form**

- 2.1. I have read the content of the Request for Quotation and all its attachments constituting its integral part and I do not raise any objections to it and accept the conditions contained therein;
- 2.2. I have all the information necessary to prepare an offer;
- 2.3. the delivered product will fulfill the legal and technical requirements required by Polish law for this type of devices;
- 2.4. I will arrange of delivery of the device on a deadline until 15th of January 2026;
3. I am attaching the following documents to this offer in accordance with the Request for Quotation:
  1. Declaration of fulfilling the conditions for participation in the order (Appendix No. 3 to the Request for Quotation);
  2. Declaration of the lack of personal and capital connections (Appendix No. 4 to the Request for Quotation);
  3. Technical Specification of the subject of the order.

.....  
(signature of the Contractor's authorized representative)



**Appendix No. 3. Declaration of fulfilling the conditions for participation in the order**

Contractor/stamp:

Place....., date .....

TIN .....  
REGON .....

**DECLARATION OF FULFILLING THE CONDITIONS FOR PARTICIPATION IN THE ORDER**

In response to the Request for Quotation No. 060KK of 14th of January 2025, realized as part of the project *"Development and obtaining on a semi-technical scale of frozen broccoli puree rich in sulforaphane, which is a functional product (with health-promoting properties)"* realizing by the Ordering Party as part of the government program NUTRITECH - nutrition in the light of the challenges of improving society's well-being and climate changes,

We declare, that:

1. we accept the terms contained therein without objections;
2. the datas included in the offer are consistent with the actual and regulatory status (art. 233 Penal code);
3. we have the authorization to perform specific action or activities, if the law imposes an obligation to have them;
4. we are in an economic and financial situation ensuring the deadlines and fulfillment of the order in accordance with the requirements;
5. we have the necessary knowledge and experience as well as technical potential, and we also have people capable of executing the Order;
6. we will voluntarily submit to the calculation of penalties in the case of of non-performance or untimely or improper performance of the obligation;

.....  
(signature of the Contractor's authorized representative)







**Appendix No. 4. Declaration of the lack of connections**

**Contractor/stamp:**

**Place ....., date .....**

TIN .....

REGON .....

**Declaration of the lack of personal and capital connections**

In response to the Request for Quotation No. 060KK of 14th of January 2025, realized as part of the project *"Development and obtaining on a semi-technical scale of frozen broccoli puree rich in sulforaphane, which is a functional product (with health-promoting properties)"* realizing by the Ordering Party as part of the government program NUTRITECH - nutrition in the light of the challenges of improving society's well-being and climate changes, we declare that we aren't connected with Ordering Party personally and financially.

The affiliated entity is the contractor:

- 1) related or being a subsidiary, interdependent, or dominant entity in relation to the Beneficiary in accordance with the Act of 29th September 1994, on Accounting;
- 2) being an entity that is in a factual or legal relationship with the Beneficiary or members of their governing bodies, which may raise reasonable doubts regarding impartiality in selecting a supplier of goods or services, in particular being in a marital relationship, a relationship of kinship or affinity up to the second degree inclusive, a relationship of adoption, guardianship or custody, also through membership in the governing bodies of the supplier of goods or services;
- 3) being an affiliated entity or a partner entity in relation to the Beneficiary within the meaning of Regulation No. 651/2014;
- 4) being an entity personally related to the Beneficiary within the meaning of Article 32(2) of the Act of 11th March 2004, on Goods and Services Tax.

.....  
(signature of the Contractor's authorized representative)





## Appendix No. 5 Other conditions

### Other conditions for the fulfillment of the order

Refer to: Request for Quotation No. 060KK of 14th of January 2025, implemented as part of the project "*Development and obtaining on a semi-technical scale of frozen broccoli puree rich in sulforaphane, which is a functional product (with health-promoting properties)*" realizing by the Ordering Party as part of the government program NUTRITECH - nutrition in the light of the challenges of improving society's well-being and climate changes.

**We inform you that it is mandatory to familiarize yourself with and acknowledge the following conditions for the execution of the order :**

1. Delivery of the equipment on the basis of: DAP Ordering Party's facility in Skierniewice, ul. Czerwona 20 (Incoterms 2020).
2. Unloading of the equipment will be organized by the Ordering Party.
3. The Contractor shall provide written notice of the delivery of the equipment at least five (5) business days in advance, along with information about the unloading conditions at least ten (10) days in advance.
4. The scope of the order also includes training for the Ordering Party's personnel on the safe operation of the equipment and the provision of equipment documentation (operating manual in Polish in both paper and electronic versions, or, if an original manual in Polish is not available, a translated version of the manual into Polish certified by the Contractor with the annotation "Translation of the original manual," spare parts catalog, and a declaration of conformity in accordance with applicable regulations in the European Union).
5. The Contractor's remuneration will include: the total cost of the equipment, costs of packaging, transportation, insurance to the destination, installation, commissioning, connection and integration with the production line, costs of conducting tests at the Ordering Party's facility (excluding raw materials for testing), provision and use of software necessary for the proper functioning of the equipment according to the order, costs of training the Ordering Party's personnel, and costs of the provided documentation in both paper and electronic formats .
6. The Contractor shall conduct tests confirming that the equipment meets the performance and quality parameters specified in the order before signing the final acceptance protocols .
7. The equipment will be delivered to the Ordering Party along with the software necessary for the proper functioning of the equipment according to the order. The Contractor hereby grants the Ordering Party a non-exclusive, transferable license to use the software provided by the Contractor with the equipment, ensuring the use of the equipment in accordance with the intended purpose specified in the order.
8. The subject of the order will be accepted based on appropriate protocols signed without defects or faults by the Ordering Party, namely the delivery protocol and the final acceptance protocol, which includes the acceptance of the entire subject of the order after the inspection of the equipment.
9. The obligations of the Ordering Party include:
  - a) Ensuring access to electricity and water on the premises of the Ordering Party's facility for the Contractor's employees,
  - b) Unloading the device on the premises of the Ordering Party's facility under the supervision of the Contractor,



## Appendix No. 5 Other conditions

- c) Providing the necessary utilities for connecting and commissioning the equipment, platforms and forklifts necessary for unloading and positioning the device, raw materials needed for conducting tests on the equipment, and supporting staff,
  - d) Preparing the supply installations for electricity, water, compressed air, and NH<sub>3</sub> to allow the equipment to operate and cooperate with other devices in the Ordering Party's facility.
10. The obligations of the Contractor include:
- a) Proper securing of the work area and protection against loss or damage to equipment components and other elements and tools used for assembly,
  - b) Maintaining order and cleanliness, removing all garbage, waste, packaging, and other remnants from materials used by the Contractor,
  - c) Using only brand new materials that possess the required approvals and certifications for the execution of the subject and scope of the order,
  - d) Carrying out the work by individuals who have the appropriate qualifications for assembly work, trained in health and safety regulations and fire safety, and equipped with the necessary tools and clothing,
  - e) Adhering to the recommendations, instructions, and comments from the technical supervisors appointed by the Ordering Party ,
  - f) Preparing and coordinating the BIOZ Plan (Health and Safety Protection Plan) with the occupational health and safety services no later than 3 days before the Contractor's access to the Ordering Party's facility.
  - g) Providing technical supervision over the execution of the subject and scope of the order, as well as oversight of personnel regarding order and work discipline,
  - h) Providing a uniform dress code, featuring the company logo, for the Contractor's employees,
  - i) Before commencing the execution of the contract, the Contractor will be required to familiarize themselves with the procedure: "Requirements for health and safety, and environmental protection during renovation and construction services, and investment projects" applicable at the Ordering Party's facility,
  - j) Organizing the installation area, and disposing of waste and garbage generated during the work.



## Appendix No. 6. The essential provisions of the contract

### The essential provisions of the contract

Refer to: Request for Quotation No. 060KK implemented as part of the project "*Development and obtaining on a semi-technical scale of frozen broccoli puree rich in sulforaphane, which is a functional product (with health-promoting properties)*" realizing by the Ordering Party as part of the government program NUTRITECH - nutrition in the light of the challenges of improving society's well-being and climate changes.

**We inform you that it is mandatory to familiarize yourself with and acknowledge the following conditions for the execution of the order/contract :**

1. The conditions for signing the final acceptance protocol by the Ordering Party are:
  - a) the execution of the subject of the order/contract in accordance with the scope of implementation,
  - b) the technological commissioning of the device,
  - c) the provision of complete documentation to the Ordering Party, including technical documentation, certificates, or technical approvals for the materials used in the construction of the device,
  - d) the signing of the delivery protocol of the device without objections from the Ordering Party,
  - e) the achievement by the device of the performance and accuracy parameters specified in the order/contract,
  - f) training the Ordering Party's personnel in the operation of the device,
  - g) the provision of a written warranty to the Ordering Party for the executed subject of the order/contract.
2. In the event that defects occur in the execution of the subject of the order/contract and the Ordering Party has no grounds to sign the final acceptance protocol without reservations, the parties will prepare and sign a discrepancy protocol, in which they will specify the scope of defects and deficiencies and establish a deadline for their rectification. The condition for signing the final acceptance protocol is the removal of all defects and deficiencies identified in the discrepancy protocol.
3. Security for proper performance of the contract.
  - a) The Contractor shall provide the Ordering Party with security for the proper performance of the contract and for the proper rectification of defects and deficiencies in the subject of the contract in the form of a bank/insurance/corporate guarantee.
  - b) The security in the form of a bank/insurance/corporate guarantee shall be irrevocable and unconditional, payable on first demand, issued by a bank/insurer accepted by the Ordering Party.
  - c) The security shall serve the Ordering Party to cover claims arising from the non-performance or improper performance of the contract by the Contractor, thus acting as a guarantee for the proper performance of the contract, including claims related to the improper removal of defects and shortcomings of the subject of the contract under the quality guarantee or warranty, during the warranty period. The security shall also cover the payment of contractual penalties.



## Appendix No. 6. The essential provisions of the contract

- d) The bank/insurance/corporate guarantee in the amount of 10% of the remuneration/price shall be established for the duration of the warranty and provided to the Ordering Party no later than 7 days from the date of signing the final acceptance protocol.
  - e) In the event that the Contractor fails to fulfill the obligation mentioned above, the Ordering Party has the right to withhold payment of 10% of the remuneration/price until the security is received. If the Contractor does not provide the security in the form of a bank/insurance/corporate guarantee within one month from the date of signing the final acceptance protocol, the withheld payment of 10% of the net remuneration/price shall be converted into a deposit securing the proper removal of defects and shortcomings of the subject of the contract during the warranty and quality guarantee period. This deposit is non-interest-bearing and will be released (transferred to the Contractor's bank account) within 14 days from the date of receiving a request for settlement of the deposit from the Contractor. The request for settlement of the deposit may only be submitted to the Ordering Party after the quality guarantee period has expired
  - f) In the case of extending the quality warranty period, the Contractor is obliged to provide the Ordering Party with a guarantee covering the extended quality warranty period no later than before the expiration of the validity of the current guarantee.
  - g) The costs of the bank/insurance/corporate guarantee and any potential extension thereof shall be borne by the Contractor.
  - h) To avoid any doubts, the parties confirm that the Contractor's liability for non-performance or improper performance of the contract has not been limited to the amount of the guarantee, and that the Ordering Party may seek damages on general principles exceeding the amount of the guarantee.
4. The Contractor is obliged to prepare and agree with the occupational health and safety services a BIOZ Plan (Health and Safety Protection Plan) no later than 3 days before the Contractor's entry onto the premises of the Ordering Party, along with the provision of:
- a list of employees and a register of vehicles entering the premises of the Ordering Party during the performance of the service,
  - information about the hazards that may arise in the work area in connection with the service execution, as well as preventive/protective measures,
  - a list of power tools, machines, tools, and equipment used during the performance of the service/installation,
  - a list of chemical substances and their safety data sheets used during the performance of the service/installation.
5. The Contractor is liable for any damages caused on the premises in connection with the performance of the subject of the order/contract, except for damages resulting from force majeure or those that occurred solely due to the fault of third parties for which the Contractor is not liable.
6. The Contractor declares that has and will maintain throughout the duration of the order/contract appropriate current liability insurance for its business activities covering the subject matter of this agreement for an amount not less than the value of the subject of the contract.
7. A copy or certificate of the insurance policy shall be provided to the Ordering Party no later than on the day of signing the order/contract. In the case of changes to the terms of the insurance policy or the purchase of a new insurance policy, the Contractor undertakes to provide the Ordering Party with a copy of the amended insurance policy within 14 days from the date of the change or the issuance of the new





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policy. The amended or new policy may not be issued on terms less favorable to the Ordering Party regarding the coverage of the subject matter of the contract than the policy presented at the time of signing the contract.

### 8. Warranty and statutory warranty:

- a) The Contractor provides a minimum 24-month warranty (2 years) for the completed subject of the contract, starting from the date of final acceptance of the subject of the contract, i.e., the signing by both parties of the final acceptance protocol without reservations (without defects and faults) from the Ordering Party.
- b) After the expiration of the above-mentioned period, the Contractor will perform a paid technical inspection of the equipment (the price for the inspection will be agreed upon separately between the parties).
- c) The warranty periods are extended by the period from the day the defect or fault is reported until the day it is resolved. The Ordering Party shall notify the Contractor in writing (electronic mail is permitted) immediately upon discovering a physical defect or fault. In this case, if the Contractor replaces a part with a new one in fulfillment of its warranty obligations, the warranty period for the new part will start anew.
- d) The Contractor is obliged to remove, at its own cost, any defects or faults resulting from improper performance of the subject and scope of the contract that become apparent during the warranty period, within no longer than 72 hours from the time the defect or fault is reported. The maximum response time for service during the warranty period is 24 hours from the time the failure is reported.  
In the event that the Contractor's service personnel travel to the Ordering Party's premises to remedy a defect or fault in the equipment covered by the warranty, the Contractor shall bear the costs of travel and stay at the Ordering Party's premises. In the case of sending replacement parts covered by the warranty to the Ordering Party's premises, all shipping costs shall be borne by the Contractor.
- e) The Ordering Party is required to send the Contractor the damaged parts that have been replaced within 14 days of receiving the new parts for verification, at the Contractor's expense. The replacement of damaged spare parts by the Ordering Party does not affect the Ordering Party's rights under the warranty.
- f) The warranty covers mechanical and electrical assemblies, except for defects that occurred due to improper use of the device by the Ordering Party, i.e., operation of the device not in accordance with the operating instructions provided to the Ordering Party.
- g) The warranty does not cover:
  - mechanical damage to the device caused by the Ordering Party's fault,
  - damage caused by improper use, storage, and maintenance of the device not in accordance with the operating instructions,
  - damage caused by the use of inappropriate (not compliant with the operating instructions provided to the Ordering Party) consumables,
  - damage caused by power supply voltage spikes.



## Appendix No. 6. The essential provisions of the contract

h) The Ordering Party is obligated to use the Contractor's service during the warranty period for device inspections and the purchase of consumables. After the warranty period has ended, all device inspections will be chargeable according to the Contractor's current price list. If it is determined that third parties have interfered with the Contractor's technical solutions or that non-original consumables have been used without the Contractor's consent, the Ordering Party may lose the right to warranty coverage.

i) In the event of a delay in addressing defects or issues, or a delay in resolving reported defects and issues, the Ordering Party may use the security—bank/insurance/corporate guarantee or deposit—and may commission external entities to rectify the defects or issues.

This does not affect the validity of the quality warranty provided by the Contractor, and the external entity is considered to be acting on behalf of the Contractor (as its subcontractor for the purpose of rectifying defects and issues during the warranty period). The Ordering Party may exercise this right after giving prior notice to the Contractor and allowing an additional 3-day period specified in that notice for the resolution of defects and issues, and if possible, agree on the scope, method, and value of the planned service.

These provisions do not limit the Ordering Party's rights under statutory warranty.

### 9. Contractual penalties, right of withdrawal from the contract

1) The Ordering Party may demand that the Contractor pay a contractual penalty:

- a) in the amount of 5% of the price in the event that the Ordering Party withdraws from the contract for reasons attributable to the Contractor,
- b) in the amount of 0.1% of the price for each day of delay in meeting the deadline for final acceptance, as well as the deadline for resolving the discrepancies noted in the report regarding defects or issues that prevent the operation of the device in accordance with the conditions established in the contract, including technical parameters,
- c) for the delay in rectifying defects or issues that arise during the warranty period, in the amount of 0.1% of the price for each day of delay in relation to the deadlines specified in the contract.

2) In the event of withdrawal by the Ordering Party from the contract, the Contractor is obligated to return the full advance payment received to the Ordering Party within 7 days from the date the Contractor receives the relevant notice.

3) The Contractor has the right to charge interest at the statutory rate for each day of delay in agreed payments, on the amount due.

4) The Contractor may demand that the Ordering Party pay a contractual penalty of 5% of the price in the event that the Contractor withdraws from the contract for reasons attributable to the Ordering Party.

5) The Parties agree that they may refrain from imposing contractual penalties and statutory interest.

6) The Contractor shall not be liable for the Ordering Party's lost profits, including the loss of the Ordering Party's markets.

7) The total amount of contractual penalties for the reasons specified in point 9 subpoints b) and c) above may not exceed 5% of the net value of the contract.



## Appendix No. 6. The essential provisions of the contract

- 8) The Parties reserve the right to seek compensation exceeding the amount of the contractual penalties up to the value of the actual damage incurred, in accordance with the general principles of the Civil Code.
- 9) Termination of the contract by the Ordering Party due to the fault of the Contractor does not exempt the Contractor from the obligation to pay the contractual penalty.
10. The Ordering Party anticipates the possibility of granting an advance payment for the execution of the order under the conditions described below:
- a) 30% – advance payment after signing the contract – the advance is payable based on a pro forma/invoice within 14 days from the date of receipt by the Ordering Party and the delivery by the Contractor of a bank/insurance/corporate guarantee securing the advance; the validity of the guarantee must be at least until the date of signing the final acceptance protocol of the subject of the contract.
- b) 50% – payment after the equipment is sent to the Ordering Party's facility in Skierniewice, confirmed by the appropriate waybill, based on a correctly issued invoice, within 14 days from the date of its receipt by the Ordering Party. A scan of the waybill/CMR will be attached to the invoice in PDF format.  
or  
50% – payment before the equipment is sent to the Ordering Party's facility in Skierniewice based on a pro forma/ invoice within 14 days from the date of its receipt by the Ordering Party, along with a declaration from the Contractor stating that the equipment is ready for shipment, and after receiving a second bank/insurance/corporate guarantee securing the return of this payment. The guarantee will be issued for an amount corresponding to the gross value of the advance and will be irrevocable, unconditional, and payable at first demand by the Ordering Party. The validity of the guarantee must be at least until the date of signing the final acceptance protocol of the subject of the contract.
- c) 20% – payable after signing the final acceptance protocol without any reservations from the Ordering Party, within 30 days from the date of receipt by the Ordering Party a correctly issued invoice.

