

**Request for quotation of 19 January 2023**  
**for the purchase and delivery of electric generators for the Polish Red Cross**

**I. ORDERING PARTY**

1. Polish Red Cross based in Warsaw at Mokotowska street No. 14, 00-561 Warsaw, operating on the basis of Act of 16 November 1964 on the Polish Red Cross (Polish Journal of Laws No. 41, item 276) and the PRC Statute, approved in the Regulation of the Council of Ministers of 20 September 2011 (Polish Journal of Laws of 12 October 2011, No. 217, item 1284), entered by the District Court for the Capital City of Warsaw XII Economic Department of the National Court Register into the register of associations, other social and labour organisations, foundations and independent public healthcare facilities with the NCR (KRS) number: 0000225587, as a public benefit organisation, Tax Identification Number (NIP): PL5260250481, National Economical Register (REGON): 007023731.

**II. GENERAL INFORMATION**

1. The procurement procedure is being conducted in connection with the implementation of a project related to **humanitarian assistance to Ukraine**.
2. This Request for quotation **is not** subject to the provisions of the Public Procurement Law (it is: Polish Journal of Law 2019, item 1843 with changes).

**III. DESCRIPTION OF THE SUBJECT MATTER OF THE PROCUREMENT**

1. **Electric generators** (further referred to as: *equipment* or *generators*) are the subject matter of the procurement.
2. The subject matter of the procurement, along with the specifications and the requested quantity is set out in **Appendix No. 1 to the Request for quotation**.
  - the Ordering Party **allows** submission of an offer for sale and delivery of the equipment in a variant manner, i.e. submission of an offer for sale and delivery of single or multiple product groups from within these specified in Appendix No. 1 to the Request for quotation (e.g. only generators with the power of X kVA, only generators with the power of X kVA and Y kVA, etc.);
  - the Ordering Party **allows** the offer to include more variants of the available equipment for the same product group – as long as each such variant meets the minimum parameters for the given product group (e.g. for the generators with the power of X kVA – first variant with units of manufacturer A and the second variant with units of manufacturer B, while for the generators with the power of Y kVA – first variant with units of manufacturer A of product line 1 and standard parameters and second variant with units of manufacturer A of product line 2 and higher parameters, etc.);
  - the Ordering Party **requires** the offers for sale and delivery of the chosen product groups to include the full quantity of the equipment requested for the given product group (i.e. the Ordering Party will not consider offers for selected parts of particular product groups, e.g. only 3 out of 6 requested generators with the power of X kVA, etc.);
  - the Ordering Party **does not require** the offered equipment, of a given product group, to be of the same make, variant, model, etc. - as long as they meet the minimum parameters for the given product group set out in the Appendix No. 1 to the Request for quotation (i.e. the Ordering Party permits submission of the offers were, for a given product group, the offered equipment will consist of items of various manufacturers or models, e.g. in the category of generators with the power of X kVA, of 6 requested units: 3 units of manufacturer A model 1, 2 units of manufacturer A model 2, 1 unit of manufacturer B).
3. The offered equipment must meet the minimum parameters specified in Appendix 1. of the Request for quotation.
4. The Ordering Party **requires** the delivered equipment, being the subject matter of the procurement, to be brand new, unused, undamaged, technically sound, complete and ready for use, and to meet the standards required by Polish law, and be free from legal defects.
5. The Ordering Party **excludes** the delivery of ex-display equipment.
6. The Ordering Party **requires** the delivered equipment to contain full instruction manuals in at least Polish or English or Ukrainian. For the equipment delivered with the full instruction manual in Polish, it is essential to provide at least a short instruction manual in English or Ukrainian.
7. The procured items shall be delivered to a destination indicated by the Ordering Party (Bursaki St. 17, 20-150 Lublin, Poland) on a working day i.e. Monday-Friday, after prior coordination with the Ordering Party, and in the case of shipping from abroad: under DAP Lublin (*Delivered-at-Place*) conditions, as per *2020 Incoterms*. The Ordering Party stipulates that the delivery by the Bidder shall take place no later than 10 days from the conclusion of the contract. Delivery of the subject matter of the procured items shall include unloading – provided by the Bidder.
8. After the delivery, the Bidder is obligated to turn on and to configure all the delivered equipment, together with a full replenishment of cooling agents (if any) and lubricants.

9. In each case, the Ordering Party **requires** that the equipment offered has a CE declaration, i.e. a declaration resulting from the so-called 'New Approach' directives of the European Union.
10. The Bidder guarantees the Ordering Party the possibility of exercising the right of option for a possible subsequent unit(s) – the possibility of exercising the right of option for a possible subsequent unit(s) implies a guarantee on the part of the Bidder to maintain the conditions and price for the subsequent unit(s) in the event of presenting the offer favourable to the Ordering Party; the Ordering Party shall have the right to exercise the aforementioned guarantee no later than 1 February 2023.

#### **IV. THE CONDITIONS FOR PARTICIPATION IN THE PROCEDURE AND THE LIST OF DOCUMENTS TO BE ATTACHED TO THE OFFER**

1. Bidders who are subject to exclusion, i.e. in respect of whom liquidation has been opened, bankruptcy has been declared, whose assets are administered by a liquidator or a court, whose business activities are suspended or are in any other similar situation arising from a similar procedure provided for in the legislation of the place where the procedure has been opened, are not eligible for participation in the procedure.
2. If the steps taken by the Bidder are not sufficient to demonstrate its reliability, the Ordering Party may exclude the Bidder.
3. The offer has to clearly indicate the offered equipment (its make, type, model, etc.) and its main parameters and can be supplemented by the Bidder with informative materials about the offered equipment (commercial information, specifications, photos, etc.). Additionally, the Bidder is obligated to submit:
  - documents confirming the right to sign the offer, power of attorney (if applicable);
  - a statement that the Bidder is not subject to exclusion and meets the conditions for participation in the procedure to the extent indicated by the Ordering Party; the Bidder submits the statement in the form of Appendix No. 2 to the Request for quotation;
  - in order to confirm that the items offered by the Bidder meet the specified requirements and technical parameters set out in Appendix No. 1 to the Request for quotation: a shortened technical description of the equipment together with information on prices, prepared in the form of Appendix No.: 3.1 and/or 3.2 and/or 3.3 and/or 3.4 and/or 3.5 and/or 3.6 to the Request for quotation (the number of appendices determined by the range of the offer, i.e. the number of the product categories offered).
4. The Bidder is requested to indicate **gross prices**, in accordance with the model set out in Appendix No. 3 to the Request for quotation. Costs of delivering the equipment, of each of the product groups, can be indicated separately.
5. Bidders not subject to VAT obligation on the territory of the Republic of Poland are obliged to provide the **net price** (without VAT). For the purpose of calculating the price and evaluating the bids submitted in such way, the selection of which would lead to the creation of the tax obligation of the Ordering Party in accordance with the regulations on tax on goods and services in the scope of intra-Community acquisition of goods, the Ordering Party shall add to the price presented in the offer the tax on goods and services, which it would be obliged to pay in accordance with the applicable regulations.
6. The offer may be submitted in a **written form or electronically**.
7. A written offer must be delivered by mail, courier or personally to: Polish Red Cross, Mokotowska St. 14, 00-561 Warsaw, Poland in a closed envelope marked: **OFFER – GENERATORS #1/2023**.
8. An electronic offer along with all the appendices must be submitted in a **.pdf** format and signed with a qualified electronic signature by the authorized person(s). The Ordering Party permits also scanning the offer which has been initially prepared in the paper form and submitting it electronically, i.e. digitalising previously printed documents and submitting them electronically in the form of scans.
9. In the case of electronic submission, the offer must be sent as an attachment to an e-mail message sent to: [zarzad.glowny@pck.pl](mailto:zarzad.glowny@pck.pl) . In the subject line of the message it has to be indicated: **OFFER – GENERATORS #1/2023**. The size of the files attached to a message must not exceed 20 MB. If the size of the attached files exceeds 20 MB, the files should be appropriately divided into groups and sent in two or more messages, informing the Ordering Party in the body of the message in how many parts the offer is being sent.
10. In assessing whether the deadline for submission of an offer has been met, the date and time of receiving it at the registered office of the Ordering Party (Polish Red Cross, Mokotowska St. 14, 00-561 Warsaw, Poland) shall be decisive, and in the case of offers submitted electronically, it is the date and time of the entry of the message to the e-mail server of the Ordering Party.
11. The offer is comprised of data and documents described in section IV pt 3. of the Request for quotation.
12. The offer must be prepared legibly **in Polish or in English**.
13. The deadline for submitting offers is **30 January 2023, 12:00 hours (i.e. at noon – Warsaw time, CET)**.
14. Each Bidder may submit only one offer.
15. Offers submitted after the deadline will not be considered.
16. Offers submitted before the deadline may be amended or withdrawn. Amendments or withdrawals shall be made either by a written declaration of intent to that effect, delivered to the following address: Polish Red Cross,

Mokotowska St. 14, 00-561 Warsaw, Poland in a closed envelope marked: **OFFER – GENERATORS #1/2023**, or electronically to: [zarzad.glowny@pck.pl](mailto:zarzad.glowny@pck.pl) – with the subject line: **OFFER – GENERATORS #1/2023**.

17. The Ordering Party does not provide for a public opening of the offers.
18. The day until which the Bidder will be bound by the submitted offer is set to 3 February 2023.
19. The Ordering Party shall not call for the fulfillment of deficiencies if the Bidder fails to submit the said appendices or if the submitted appendices are incomplete. The Ordering Party may request Bidders to provide explanations regarding the contents of said appendices.
20. Bidders are not entitled to appeal against the results of the Ordering Party's internal procedure for selecting the most advantageous offer.
21. The Ordering Party may, at any moment and without stating any reason, withdraw the Request for quotation and discontinue the procedure.

#### **V. ACTIONS AFTER THE SELECTION OF THE WINNING OFFER TO CONCLUDE THE CONTRACT AND THE TERMS OF THE CONTRACT**

1. Payments with the selected Contractor(s) shall be made in the Polish currency (**PLN**). The Ordering Party allows the possibility of settlements also in one of the indicated foreign currencies: euro (**EUR**), US dollar (**USD**).
2. The Bidder(s), whose bid(s) proved to be the most advantageous, will be invited to conclude a contract as a Contractor – it shall happen no later than in the day specified in section IV pt 18 of this Request for quotation.
3. The contract for the subject matter of the procurement will be signed as agreed individually with the Contractor(s).
4. The contract performance conditions provided by this Request for quotation will be included in the contract(s) concluded with the Contractor(s).
5. In the event of failure to perform or improper performance of the contract, the Contractor shall pay the Ordering Party contractual penalties:
  - 0.2% of the gross contract value in case of failure to deliver within the timeframe specified in the Request for quotation, for each commenced day of delay – in total, however, not more than 10% of the gross contract value,
  - 0.5% of the gross contract value if a warranty defect in the repaired unit is not remedied within 14 days, for each commenced day of delay – in total, however, not more than 10% of the gross contract value,
  - 10% of the gross contract value if the Ordering Party withdraws from the contract in whole or in part due to circumstances for which the Contractor is responsible.
6. The Contractor's total maximum liability to the Ordering Party for not performing the contract shall be limited to 20% of the gross contractual remuneration, reflected in the contract.
7. Payment of the amounts set out in section V pt 5 and 6 of this Request for quotation shall not relieve the Contractor of its obligation to perform the contract or to carry out the warranty repair.
8. The Ordering Party may deduct the reserved amounts when paying the invoice issued by the Contractor.
9. Notwithstanding the penalties listed in section V of this Request for quotation, The Ordering Party shall be entitled to claim damages under the general principles of civil law if the damage suffered exceeds the amounts reserved.
10. The Ordering Party envisages the possibility of granting advance payments for the performance of the subject matter of the contract, but in an amount not exceeding 40% of the contract value.

#### **VI. PERSONAL DATA PROTECTION**

1. The Ordering Party informs that the processing of the personal data provided by the Bidders will take place with respect to the rules set out in the Appendix No. 4 to this Request for quotation.
2. By submitting the offer the Bidder confirms that has previously familiarised with the Appendix No. 4 to this Request for quotation and accepts the set out rules of personal data processing.

#### **VII. FINAL PROVISIONS**

1. The Ordering Party reserves the right to terminate or cancel this procedure at any time without selecting a Contractor and without providing any reason.
2. Bidders who are subject to exclusion, i.e. in respect of whom liquidation has been opened, bankruptcy has been declared, whose assets are administered by a liquidator or a court, whose business activities are suspended or are in any other similar situation arising from a similar procedure provided for in the legislation of the place where the procedure has been opened, are not eligible for contract award and for becoming a Contractor.
3. If the measures taken by the Contractor are not sufficient to demonstrate its reliability, the Ordering Party may exclude the Contractor.