

REQUEST FOR QUOTATION

for the selection of a contractor for the contract entitled “Supply of raw materials for the purposes of R&D work_part 2”

as part of the NUTRITECH1/0038/2022 project “Development of innovative vegan instant products using alternative emulsifiers, including plant proteins, enriched with a starch fibre preparation with prebiotic properties” implemented by MASPEX FOOD Sp. z o. o. as part of the first call for proposals under the NUTRITECH Government Programme - nutrition in the context of the challenges of improving public wellbeing and climate change.

Case reference: 02/2026

I. Name and address of the Contracting Authority	MASPEX FOOD Sp. z o. o. 10 Chopina Street 34-100 Wadowice KRS: 0000788644, NIP: 5512640426, REGON: 383486106
II. Contact details for correspondence regarding the procedure and the address to which the tender should be submitted	- Questions regarding the procedure may be sent electronically: email: b.mielniczuk@maspex.com. - Bids for the tender may be submitted electronically: email: b.mielniczuk@maspex.com. or in writing to the following address: NUTRITECH1/0038/2022, 10 Chopina Street, 34-100 Wadowice.
III. Preliminary information	- The request for quotation has been published on the website at https://maspex.com/o-firmie/zapytania-ofertowe and at the Contracting Authority's premises, 10 Chopina Street, 34-100 Wadowice. - The forms and annexes accompanying this request for quotation can be downloaded from the website https://maspex.com/o-firmie/zapytania-ofertowe. - The procedure is conducted in Polish and English. - The procedure to which this document relates is designated by the number: 02/2026. - The Contracting Authority does not permit the submission of variant bids. - The Contracting Authority permits the submission of partial tenders, in accordance with the parts specified by the Contracting Authority. - The subject of the contract has been divided into two separate parts: Part I. GLUCOSE SYRUP Part II. COCONUT OIL - Each part of the contract has been designated by a Roman numeral from I (denoting the first part of the contract) to II (denoting the last, second part of the contract). - A detailed description of the contract is provided in Section VI of this request for quotation, 'Description of the subject of the contract'. - The contractor may submit a tender for: - one part of the contract, - or more parts of the contract (up to a maximum of two parts of the contract). - Each part of the contract will be evaluated separately; therefore, the Contracting Authority will select the most advantageous tender separately for each part of the contract.

	12. The Contracting Authority will select the most advantageous tender from among the tenders submitted on the basis of the adopted tender evaluation criteria. 13. When communicating with the Contracting Authority, the Contractor should refer to the tender reference number, and all correspondence should be sent to the address specified in Section II.
IV. Procurement procedure	1. The procurement procedure is conducted in accordance with the following principles and rules: - the principle of fair competition, - the principle of equal treatment of Contractors, - the principle of openness, - the principle of transparency in the procedure and the selection of contractors, - the principle of efficiency, understood as the targeted and economical use of funds. 2. The Contracting Authority is not obliged to apply the Act of 11 September 2019 – Public Procurement Law (consolidated text: Journal of Laws of 2024, item 1320).
V. Method of communication with Tenderers	1. Any enquiries regarding this request, including organisational, procedural and technical matters, as well as requests for clarification of the request's content, etc., should be sent to the following email address: b.mielniczuk@maspex.com. 2. Questions regarding the request may be submitted until 23:59 on 2 October 2026. 3. Answers to the questions submitted will be provided to the entities electronically and will be posted on the website where the request for proposals was published. 4. To meet the deadlines required for specific actions, it is sufficient to carry them out via email (to the address indicated in point II). Written form is always acceptable. 5. Correspondence in this procedure should be sent using the contact details referred to in point II. 6. The tender form, declarations and correspondence between the Parties to the proceedings should be submitted/conducted in Polish or English.
VI. Description of the subject of the contract	The subject of the contract is the supply of raw materials for the purposes of carrying out R&D work: Part I. Glucose syrup Technical specifications (minimum requirements and parameters): - Appearance: Syrupy liquid - Colour: Colourless to yellowish - Odour: Characteristic of the raw material, with no foreign odours - Taste: Sweet, characteristic of the raw material, without foreign after-tastes - Dry mass content: 77–79.5% - pH (50% w/w): 3.5–5.5 - Density (20 °C): 1.39–1.5 g/ml - Dextrose equivalent (DE): 27 – 34 DE

	• Glucose content: < 5% • Fructose content: < 1% • Content of sugars (mono- and disaccharides) for: - Glucose syrup: 9.5–14.5 % - Dry mass: 12.3–18.4 % • Sulphur dioxide content: < 10 mg/kg • Total plate count: ≤ 1000 cfu/g • Salmonella: absent • Escherichia coli: absent • Coliform bacteria: ≤ 10 (cfu)/g • Yeasts: ≤ 100 (cfu)/g • Moulds: ≤ 100 (cfu)/g Quantity: 75,000 kg (+/- 100 kg) Part II. Coconut oil Technical specifications (minimum requirements and parameters): • refined • non-hydrogenated • Colour of solidified fat: White to light cream • Odour and taste: Odourless and tasteless • Water and volatile compounds content: < 0.1% • Peroxide value at loading: ≤ 0.5 meq O₂/kg • Free fatty acids, as lauric acid: ≤ 0.1% • Saturated fatty acid content: 78.4–95% • Content of trans fatty acids: ≤ 1 % • Colour: Lovibond - Red: ≤ 1.5 - Yellow: ≤ 15 • Solid fat content at: - 20°C: 34–42% - 30°C: ≤ 3 % Quantity: 25,000 kg (+/- 100 kg) Additional information: • The parameters of the raw materials offered must be in accordance with the technical specifications to be attached as an annex to the tender. • Following the resolution of the request for quotation and the conclusion of a contract with the selected Contractor, upon delivery of the raw material to the Plant, the Contracting Authority reserves the right to carry out a quality and quantity inspection of the delivered raw material.
VII. Date and place of performance of the contract	• Deadline for performance of the contract: The Contracting Authority requires that each part of the contract be performed by 30 November 2026. A detailed delivery schedule will be agreed with the selected Contractor. 1. Place of performance of the contract: • delivery to the Contracting Authority's premises in Korsze:

	Korsze, 9 Raławicka Street 2. The cost of delivering the order to the location specified in point 2 shall be borne by the Contractor.
VIII. Description of the conditions for participation in the procedure and description of the method for assessing compliance with these conditions	1. Contractors who meet the following conditions may apply for the contract: a) are capable of performing the contract in accordance with the conditions described in the Request for Proposals and the annexes, b) are not excluded from the procedure under separate regulations and meet the requirements set out in the declarations contained in the individual annexes (Annexes 1, 2, 3, 4, 6, 7), c) meet the other requirements set out in the tender procedure rules constituting Annex 8 to this Request for Quotation.
IX. List of documents/declarations required from the Contractor	1. In order to demonstrate compliance with the conditions for participation in the procedure and to demonstrate that there are no grounds for exclusion from the procedure, the Contractor is required to submit the following documents: a) a completed and signed tender form, constituting Annex 1 to the request for quotation, b) a completed and signed declaration of compliance with the conditions for participation in the procedure, a template of which is set out in Annex 2 to the request for quotation c) a completed and signed declaration of no capital or personal links with the Contracting Authority, a template of which is set out in Annex 3 to the request for quotation, d) a statement by the Contractor regarding membership of a capital group within the meaning of the Act of 16 February 2007 on the Protection of Competition and Consumers (Journal of Laws of 2023, 1616, as amended), a template of which is provided in Appendix 4 to the Request for Quotation, e) a declaration regarding sanctions, a template of which is provided in Appendix 6 to the request for quotation, f) a statement by the Contractor regarding the environmental management system, a template of which is provided in Appendix 7 to the request for quotation (if applicable), g) a certificate regarding the implemented environmental management system (if applicable), h) technical specification of the raw material offered, i) a current extract from the relevant register or from the Central Register and Information on Economic Activity (or information equivalent to a current extract from the relevant register or from the Central Register and Information on Economic Activity), where separate provisions require entry in the register or records, issued no earlier than 6 months prior to the deadline for submission of tenders. The above provision shall not apply where the Contracting Authority is able to verify the entry in the relevant register or record on the basis of a record or other register to which the Contracting Authority has electronic access, j) power of attorney (if applicable). 2. The required documents should be submitted in the form of originals or copies. In the case of electronic submission, scans of the original documents are permitted.

	3. The Contracting Authority reserves the right to request that the Contractor submit the original documents or certified copies thereof prior to the signing of the contract. 4. If the Contractor has its registered office or place of residence outside the territory of the Republic of Poland, instead of a current extract from the relevant register or from the Central Register and Information on Economic Activity (or information equivalent to a current extract from the relevant register or from the Central Register and Information on Economic Activity), it shall submit a document or documents, issued in the country where the Contractor has its registered office or place of residence, confirming that no winding-up proceedings have been initiated against it and that it has not been declared bankrupt, issued no earlier than 6 months prior to the deadline for submission of tenders. The document must be translated into Polish. If such documents are not issued in the place of residence of the person or in the country where the Contractor has its registered office or place of residence, they shall be replaced by a document containing a declaration, which also specifies the persons authorised to represent the Contractor, made before the competent judicial, administrative authority or a professional or trade association of the country of the person's place of residence or the country in which the Contractor has its registered office or place of residence, or before a notary public, issued no earlier than 6 months prior to the deadline for submission of tenders. The document must be translated into Polish. 5. In the case of Contractors jointly applying for the contract, copies of documents relating to the Contractor or those entities, as applicable, shall be certified as true copies by persons authorised to represent those entities or by a jointly appointed representative referred to in point 6 below. 6. If Contractors are applying jointly for the contract, they shall appoint a representative to represent them in the procedure or to represent them in the procedure and to conclude the contract. The relevant power of attorney must be attached to the tender. 7. The assessment of whether the Contractor meets the conditions for participation in the procedure will be carried out using the 'meets' or 'does not meet' method, based on the information provided in the documents. 8. If the authority to represent the person signing the tender is not apparent from the attached documents or legal provisions, the tender must also be accompanied by the power of attorney in the original or in the form of a copy certified as a true copy of the original. 9. Entities acting jointly shall be jointly and severally liable for non-performance or improper performance of the obligation. 10. In the event that a tender from Contractors acting jointly is selected, the Contracting Authority shall, prior to signing the contract with the Contractor, require an agreement governing the cooperation of the entities acting jointly, which shall include a commitment by those entities to be jointly and severally liable for non-performance or improper performance of the contract.
X. Criteria for the evaluation of tenders	Bids will be evaluated on the basis of the following criteria: 1. Price 80%

	The score for this criterion will be calculated using the following formula: $C = (n/b) \times \text{weight (weight = 80 points)}$ where: C – the number of points awarded for the price criterion for the tender under consideration (rounded to one decimal place); n – the lowest price among the tenders under consideration; b – the price of the bid under consideration. The highest maximum number of points will be awarded to the tender submitted by the contractor who proposes the lowest price. 2. Environmental management system 20% The contractor will receive 20 points if they have an environmental management system in place. If no such system is in place – 0 points. The assessment will be based on the contractor's declaration included in the tender and the submission of the relevant certificate confirming the implementation of an environmental management system.
XI. How to prepare the tender and what it must contain	The tender should be prepared in accordance with the following rules: a) The content of the tender must correspond to the content of the invitation to tender. b) The tender should be typed, computer-printed or written in indelible ink. It is advisable for the tender to be prepared in such a way as to prevent any pages or documents from becoming detached or lost. c) The tender must be drawn up in Polish or English. d) The tender must be signed by a person authorised to sign the tender, and the pages of the tender should be numbered. e) Any amendments to the tender must be initialled by the person authorised to sign the tender. f) The Contractor may submit only one tender, in which only one final price must be offered. The price must include all the Contractor's costs and fees associated with the performance of the contract. g) The tender must be accompanied by a document authorising the person signing the tender to represent the Contractor, if the authority to represent is not evident from the registration document attached to the tender. h) The tender submitted must be complete, i.e. it must contain all elements necessary to fulfil the subject of the contract in a comprehensive and usable manner. i) In the case of tenders submitted by email, the Contractor is required to send a scan of the legibly signed tender form and attachments. j) The Contracting Authority reserves the right to request that the Contractor submit original documents or certified copies thereof prior to signing the contract. k) The Contracting Authority provides for the possibility of signing the tender with a trusted signature, a personal electronic signature (Polish e-ID signature) or a qualified electronic signature in accordance with the provisions of Regulation (EU) No 910/2014 of the European Parliament and

	of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC, and the Act of 5 September 2016 on services (Journal of Laws of 2021, item 1797) l) The paper version of the tender must be delivered in opaque, sealed packaging that prevents the contents from being read without damaging the packaging. The tender should bear the following note: <i>Tender for the selection of a Contractor for the contract entitled "Supply of raw materials for R&D work"</i> <i>Do not open until 12:00 on 7 October 2026</i> The envelope must bear, in the form of a company stamp or handwritten inscription, the Contractor's name and address in accordance with the registration (record) details. m) The Contractor shall bear all costs associated with the preparation and submission of the tender. n) The tender must contain the following elements: - The Contractor's name and address. - The date of preparation of the tender. - A reference to the bid evaluation criteria set out in the request for proposals. - Net and gross unit price. - All required documents listed in point IX of this request for quotation. - Contact details (first name, surname, telephone number, email address). - Signature of the person authorised to submit the tender. The absence of any of the above elements may result in the bid being rejected. The contracting authority permits the tender to be supplemented following a prior request for supplementation.
XII. Method of calculating the price	- The price must include all the Contractor's costs and fees associated with the performance of the contract. - The Contractor shall quote the price in Polish zlotys/euros (to be converted at the average exchange rate of the National Bank of Poland on the date of opening of tenders). The Contractor shall quote the net and gross price, including value added tax at the rate required by law. The Contractor is required to quote prices to two decimal places. - Foreign Contractors who, under separate regulations, are not required to pay VAT in Poland shall state only the net price. For the purposes of comparing tenders, the Contracting Authority shall add to the net tender price of foreign Contractors the amount of VAT due (incurred by the Contracting Authority in connection with the performance of the contract), which the Contracting Authority shall be obliged to pay to the relevant tax office.
XIII. Amendments and withdrawal of tenders	- A Contractor may, before the deadline for submission of tenders, amend or withdraw a tender, subject to the following rules: - Amendments to the content of the tender should be sent to the address in accordance with the method of preparing the tender and the elements it must contain, as described above.

	b) If the amended tender is submitted in paper form, the envelope in which the amended tender is enclosed must bear the inscription “AMENDMENT TO THE TENDER – <i>Tender for the selection of a Contractor for the contract entitled ‘Supply of raw materials for the purposes of R&D work’</i>”. c) In the event of a further amendment to the tender, the appropriate serial number of the amendment must be provided after the inscription “AMENDMENT TO THE TENDER”. d) A bid may be withdrawn upon written notification by the Contractor. e) The notification should bear the heading <i>WITHDRAWAL OF TENDER - Tender for the selection of a Contractor for the contract entitled “Supply of raw materials for the purposes of R&D work”</i> f) Statements sent by email should include the following in the subject line: “AMENDMENT”, “WITHDRAWAL”.
XIV. Information on the method, place and deadline for submitting tenders	1. Bids may be submitted: - in paper form, to be submitted in person, by post or by courier to the following address: NUTRITECH1/0038/2022, 10 Chopina Street, 34-100 Wadowice - in electronic form, to be sent to the following email address: b.mielniczuk@maspex.com 2. Tenders may be submitted until 10:00 on 7 October 2026. The date and time of receipt of the tender by the Contracting Authority shall be deemed to be the date and time of submission. 3. Bids submitted after the specified deadline will not be considered and will be returned to the Contractors unopened.
XV. Information regarding the opening of bids	1. Bids will be opened on 7 October 2026 at 12:00 at the Maspex Group Wadowice office building, 10 Chopina Street, Wadowice. 2. The bid validity period is 30 days. The first day of the bid validity period is the date of the opening of bids.
XVI. Confidentiality clause	1. Any information relating to the contract contained in this request for proposals which has not been made public, as well as any legal, organisational, commercial, technological and technical information concerning the Contracting Authority or the contract, not made public, which a tenderer obtains in connection with their participation in the procurement procedure, constitutes the Contracting Authority’s trade secret and may not be disclosed by tenderers or passed on to third parties without the Contracting Authority’s consent. The confidential information described above may be used solely for the purpose of preparing a tender and participating in the procurement procedure. 2. The Contractor has the right to reserve the confidentiality of information constituting its trade secrets within the meaning of the provisions on combating unfair competition. Documents constituting the Contractor’s trade secrets must be marked in a manner clearly indicating the intention to keep them confidential. It is advisable to separate documents containing confidential information. Failure to make such a reservation shall be treated as consent to the disclosure of the entire content of the tender.
XVII. Exclusions from the procedure	1. The Contracting Authority may not award the contract to Contractors with whom it has personal or capital ties. An entity shall be deemed to be an affiliated Contractor if it is:

	a) which is affiliated with, or is a subsidiary, jointly controlled entity or parent company of the Contracting Authority within the meaning of the Accounting Act of 29 September 1994; b) being an entity in such a factual or legal relationship with the Contracting Authority or members of its bodies that may give rise to reasonable doubts as to impartiality in the selection of a supplier of goods or services, in particular being married, related by blood or affinity up to and including the second degree, by adoption, guardianship or trusteeship, including through membership of the bodies of the supplier of goods or services; c) being an affiliated entity or a partner entity in relation to the Contracting Authority within the meaning of Regulation No 651/2014; d) being an entity with personal links to the Contracting Authority within the meaning of Article 32(2) of the Act of 11 March 2004 on Value Added Tax. 2. Pursuant to Article 7 of the Act of 13 April 2022 on special measures to counteract support for aggression against Ukraine and to safeguard national security (Journal of Laws of 2022, item 835), the following shall be excluded from the procedure: a) a contractor or tenderer listed in the lists specified in Regulation 765/2006 and Regulation 269/2014, or included on any sanctions list pursuant to a decision on inclusion on the list determining the application of the measure of exclusion from public procurement procedures; b) a contractor or tenderer whose beneficial owner, within the meaning of the Act of 1 March 2018 on countering money laundering and terrorist financing, is a person listed in the lists specified in Regulation 765/2006 and Regulation 269/2014, or who has been included on the list or has been such a beneficial owner since 24 February 2022, provided that they were included on the list pursuant to a decision on inclusion on the list determining the application of a measure in the form of exclusion from public procurement procedures; c) a contractor or a tenderer whose parent undertaking, within the meaning of Article 3(1)(37) of the Accounting Act of 29 September 1994, is an entity listed in the registers specified in Regulation 765/2006 and Regulation 269/2014, or which is entered on the list or has been such a parent undertaking since 24 February 2022, provided that it was entered on the list pursuant to a decision on entry to the list determining the application of a measure in the form of exclusion from public procurement procedures.
XVIII. Data Controller	1. The controller of your personal data is MASPEX FOOD Sp. z o.o., 34-100 Wadowice, 10 Chopina Street, NIP: 5512640426, REGON: 383486106, KRS: 0000788644. 2. You can contact the Data Controller via the following email address: iod-ProjektyUnijne@maspex.com 3. Your personal data is processed, amongst other things, for the purpose of conducting the procurement procedure covered by this request for quotation. 4. The full text of the information obligation regarding the processing of your personal data and the personal data of persons whose personal data is or will

	be provided by you to the Data Controller is set out in Annex 5 to this request for quotation.
XIX. Amendment clause	- The Contracting Authority reserves the right to make substantial amendments to the provisions of the concluded contract in relation to the content of the tender on the basis of which the Contractor was selected. The Contracting Authority reserves the right to make substantial amendments to the contract, in particular: - with regard to the contract performance deadline (or the 'contract implementation schedule') in the event of: (i) the occurrence of force majeure, which is deemed to be extraordinary events occurring after the conclusion of the contract, which the parties were unable to foresee at the time of its conclusion and the occurrence or effects of which prevent the performance of the subject matter of the contract within the deadline, (ii) actions by third parties preventing the performance of the subject matter of the contract, which are not the result of fault on the part of either party, (iii) reasonable changes to the manner of performance of the subject matter of the contract, provided such changes are beneficial to the Contracting Authority (iv) the occurrence of any other events affecting the performance of the contract, in particular (without limitation) in relation to the selection of the Project for co-financing and the award of support; - in the event of changes to generally applicable legal provisions to the extent that they affect the performance of the contract. - The Contracting Authority also provides for the possibility of making minor amendments to the provisions of the concluded contract in relation to the content of the tender on the basis of which the Contractor was selected. - Amendments to the contract shall be made in the form of an annex signed by both parties, and their introduction is subject to the Contracting Authority's approval.
XX. Minimum terms of the contract concluded with the selected Contractor	- The Contractor warrants and guarantees that the raw material supplied will be safe for life and health and will meet generally applicable quality requirements and standards for the raw material in accordance with national and European Union law, as well as the quality requirements specified by the Contracting Authority, and that it is free from any defects, in particular legal and physical defects, and that it shall perform its obligations under the contract with due professional skill and care, and in a proper, lawful, efficient and economically sound manner, in accordance with best industry practice, and shall ensure the proper and reliable performance of this contract by allocating sufficient resources and appropriately trained, experienced and qualified personnel. - The Contractor guarantees that the raw material sold will possess the required certificates and approvals. - If a delay in delivery is anticipated, the Contractor undertakes to notify the Contracting Authority immediately, stating the reason and the expected duration of the delay. - Quantitative and qualitative acceptance of the raw material shall take place at the Contracting Authority's premises in Korsze. Acceptance shall be carried out by a representative of the Contracting Authority in the presence of

	a representative of the Contractor, based on a dispatch specification containing the information necessary for the unambiguous identification of the raw material, including its quantity. 5. Defects in the delivered raw material shall be reported within 10 working days of their discovery. 6. The Contracting Authority reserves the right to amend the contract in the event of a change in generally applicable legal provisions to the extent that such changes have an impact on the performance of the subject matter of the contract. 7. The Contracting Authority reserves the right to amend the contract in the event of circumstances caused by external factors, e.g. the order completion date or payment terms. 8. Contract completion date: as per the request for quotation. 9. The terms of payment shall be specified in the contract. 10. Payment of the price specified in the contract shall settle all claims of the Contractor against the Contracting Authority. 11. Contractual penalties and the rules for their calculation shall be set out in the contract concluded with the selected Contractor. 12. The Contractor is not authorised to assign any rights or obligations covered by the contract without the prior written consent of the Contracting Authority. 13. The Contractor undertakes to keep confidential and not to disclose to third parties any findings, materials, documents, measurements, tests, works, technologies used or other activities carried out within the framework of the cooperation between the Contractor and the Contracting Authority. All information, materials and data received are confidential and may only be used for purposes related to the performance of this contract or contracts concluded between the Contractor and the Contracting Authority for the purpose of implementing the Project and in a manner consistent with their provisions. 14. In the event of any breach by the Contractor of the obligations arising from the duty of confidentiality referred to in paragraph 13 above, the Contractor shall pay the Contracting Authority a contractual penalty in the amount specified in the contract. Payment of the above contractual penalty shall not preclude the right of a Party to claim damages on general terms. 15. The circumstances in which withdrawal from the contract is possible shall be governed by the contract concluded with the selected Contractor. 16. A notice of withdrawal, termination or amendment to the contract must be in writing, failing which it shall be null and void. 17. The contract shall be governed by Polish law.
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XXI. Additional information	1. The Contracting Authority reserves the right to award the Contractor additional contracts, not covered by the Subject Matter of the main Contract, in an amount not exceeding 50% of the value of the Subject Matter of the main Contract, necessary for its proper performance and resulting, inter alia, from: - for technical or economic reasons, separating the additional contract from the Subject Matter of the main contract would entail disproportionately high costs, - the performance of the Subject Matter of the main contract is dependent on the performance of the additional contract. 2. The Contracting Authority reserves the right to award the Contractor a supplementary contract (in accordance with the description of the subject matter of the main contract) in an amount not exceeding 50% of the value of the main contract specified in the agreement concluded with the Contractor. 3. The selected Contractor is obliged to contact the Contracting Authority within 7 working days of being notified of the selection of their tender, in order to agree on all matters necessary for the conclusion of the contract. 4. The Contracting Authority may: a) amend the content of the notice, b) cancel the notice without giving a reason, c) cancel the tender procedure in justified circumstances.
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Appendices – Sample forms and additional information:

Appendix 1	Tender form
Appendix No. 2	Contractor's declaration of compliance with the conditions for participation in the procedure
Appendix No. 3	Declaration of no capital or personal links with the Contracting Authority
Annex 4	Contractor's declaration regarding membership of a capital group within the meaning of the Act of 16 February 2007 on the Protection of Competition and Consumers (Journal of Laws of 2024, item 1616, as amended)
Appendix No. 5	Information obligation regarding the processing of personal data (GDPR information clause)
Annex 6	Statement regarding sanctions
Appendix 7	Contractor's statement regarding the environmental management system
Annex 8	Tender Procedure Rules for the selection of the Contractor for the contract entitled "Supply of raw materials for the purposes of R&D work" under project NUTRITECH1/0038/2022 "Development of innovative vegan instant products using alternative emulsifiers, including plant proteins, enriched with a starch fibre preparation with prebiotic properties"

Appendix 1

Tender form

Contractor's stamp
or a handwritten inscription containing the Contractor's name and address

TENDER FORM

I/We, the undersigned

.....

.....

acting on behalf of:

.....

(full name of the Contractor)

.....

(Contractor's registered office address)

REGON:

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NIP/VAT number:

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BDO:

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KRS:

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The registration files are held by:

Court.....

Division.....

In response to the Notice/Request for Proposals, we hereby submit this proposal for the performance of the task entitled: "Supply of raw materials for R&D work" under the NUTRITECH1/0038/2022 project "Development of innovative vegan instant products using alternative emulsifiers, including plant proteins, enriched with a starch fibre preparation with prebiotic properties" implemented by MASPEX FOOD Sp. z o.o. as part of

the first call for proposals under the NUTRITECH Government Programme - nutrition in the light of the challenges of improving public wellbeing and climate change, and I/we offer to perform the subject of the contract within the scope covered by the Notice/Request for Proposals for a total value of:

No.	Raw material	Quantity ordered [kg]	Net price per kg [PLN/EUR](*)	Net price per ordered quantity [PLN/EUR](*)	Gross price for ordered quantity [PLN/EUR](*)
A	B	C	D	E = C × D	F = E + VAT
Part I. GLUCOSE SYRUP					
1.	GLUCOSE SYRUP	75 000 kg (+/- 100kg)			
Total for Part I					
Part II. COCONUT OIL					
1.	COCONUT OIL	25 000 kg (+/- 100kg)			
Total for Part II					

Contact details regarding the offer:

First name and surname:

telephone number:

email address:

DECLARATIONS:

- I/we declare that the prices quoted in the tender are lump-sum prices covering the cost of performing the relevant part of the contract in full and within the scope specified in the Notice/Request for Tenders.
- Order completion date: as per the request for quotation.
- I/we declare that the raw materials offered meet the requirements specified in the request for quotation.
- I/we confirm that I/we have read the content of the Notice/Request for Proposals and accept its terms.
- I/we declare that I/we consider myself/ourselves bound by this tender for the period specified in the Notice/Request for Tenders.
- Should we be successful in the tender, I/we will sign the Contract on the terms set out in the Request for Proposals within the timeframe specified by the Contracting Authority.
- I/we declare that: ***I/we have / have not (*) made*** the content of the information clause referred to in Annex 5 of the Notice/Request for Tenders ***available to*** all persons¹ whose personal data is or will be provided to the Contracting Authority by the Contractor in connection with participation in the tender procedure and its implementation.

¹ The obligation to make the content of the information clause referred to in Annex 5 of the Notice/Request for Proposals available applies to all natural persons whose data has been or will be provided to the Contracting Authority by the Contractor during the tender procedure or during the performance of the contract and/or within the framework of the cooperation undertaken. Such persons include, in particular, those appointed by the Contractor to perform the contract, those performing the contract, subcontractors, the Contractor's contact persons, and the Contractor's authorised agents or representatives.

(*) - delete as appropriate

.....
(place and date)

.....
(signature and stamp of the Contractor or the person(s) authorised to act on its behalf)

Appendix 2 Contractor's declaration of compliance with the conditions for participation in the tender procedure

.....

.....

(name and registered office of the Contractor)

STATEMENT on compliance with the conditions for participation in the tender procedure

We declare that we meet the conditions for participation in the tender procedure:

- a) possession of the necessary authorisations to carry out specific activities or operations, where required by law;
- b) fulfilment of the other requirements set out in the tender procedure rules constituting Annex 8 to this request for quotation.

.....
(place and date)

.....
(signature and stamp of the Contractor or the person(s) authorised to act on its behalf)

Appendix 3**Declaration of no capital or personal links with the Contracting Authority**

.....

.....

(name and registered office of the Contractor)

STATEMENT**on the absence of capital or personal links with the Contracting Authority**

We declare that, as the Contractor, we have no capital or personal links with the Contracting Authority (MASPEX FOOD Sp. z o.o., 10 Chopina Street, 34-100 Wadowice).

An entity shall be deemed to be an affiliated Contractor if it:

- 1) which is affiliated with, or is a subsidiary, jointly controlled entity or parent company of, the Contracting Authority within the meaning of the Accounting Act of 29 September 1994;
- 2) an entity which has a factual or legal relationship with the Contracting Authority or members of its governing bodies that may give rise to reasonable doubts as to impartiality in the selection of a supplier of goods or services, in particular one who is married to, related by blood or affinity up to and including the second degree, or related by adoption, guardianship or trusteeship, including through membership of the bodies of the supplier of goods or services;
- 3) being an affiliated entity or a partner entity of the Contracting Authority within the meaning of Regulation No 651/2014;
- 4) being an entity with personal links to the Contracting Authority within the meaning of Article 32(2) of the Act of 11 March 2004 on Value Added Tax.

.....
(place and date)

.....
(signature and stamp of the Contractor or the person(s) authorised to act on its behalf)

Appendix No. 4

Contractor's declaration regarding membership of a capital group within the meaning of the Act of 16 February 2007 on the Protection of Competition and Consumers (Journal of Laws of 2025, item 11714, as amended)

.....

.....

(name and registered office of the Contractor)

Contractor's declaration of membership of a capital group within the meaning of the Act of 16 February 2007 on the Protection of Competition and Consumers (Journal of Laws of 2025, item 1714, as amended)

In applying for the contract awarded under the competitive tendering procedure "Supply of raw materials for the purposes of R&D works" on behalf of the Contractor I represent, I hereby declare that:

- 1) I belong to a capital group (*)
 - 2) I do not belong to a capital group (*)
- (*) – delete as appropriate**

Where the Contractor belongs to a capital group, it is required to submit, together with the tender, a list of entities belonging to the same capital group.

.....

(place and date)

.....

(signature and stamp of the Contractor or the person(s) authorised to act on its behalf)

Appendix No. 5 Information obligation regarding the processing of personal data

Information obligation regarding the processing of personal data for

- 1) a contracting party who is a natural person not engaged in business activity; or who is engaged in business activity as a sole trader or a civil law partnership
- 2) employees, subcontractors, agents or representatives of the contractor

Pursuant to the General Data Protection Regulation ("GDPR"), we hereby inform you that:

Data controller	The controller of personal data is MASPEX FOOD Sp. z o.o. , with its registered office in Wadowice, address: 34-100 Wadowice, 10 Chopina Street, Tax Identification Number (NIP): 5512640426, contact details: maspex@maspex.com ("Controller").	
Data Protection Officer	In all matters relating to the processing of personal data, please contact the Data Protection Officer at the email address: jod@maspex.com or at the address: 10 Chopina Street, 34-100 Wadowice.	
Purposes of personal data processing	PURPOSE OF PERSONAL DATA PROCESSING	LEGAL BASIS
	a. conclusion and performance of a contract/conducting cooperation	the legitimate interest of the Controller and/or a company within the Controller's group
	b. fulfilment of business and administrative objectives related to the conduct of business activities	the legitimate interest of the Controller and/or a company within the Controller's group
	c. the pursuit by the Controller and/or companies within the Controller's group of any claims relating to non-performance or improper performance of the contract and/or tortious acts, as well as defence against such claims	the legitimate interest of the Controller and/or a company within the Controller's group
	d. keeping accounts and other accounting records	the legitimate interests of the Controller and/or companies within the Controller's group
	e. conducting marketing and/or promotional activities, in particular presenting offers and commercial information regarding products from the Controller's range (where applicable)	the legitimate interest of the Controller and/or a company within the Controller's group
Source of personal data	Where you have not provided your personal data directly to the Controller, the Controller has received your personal data from an entity with which the Controller and/or a company within the Controller's group cooperates and/or has entered into a contract (Contractor), in connection with your designation as a contact person/collaborator carrying out the cooperation/contract; an authorised representative/agent concluding the contract or a subcontractor.	
Scope of personal data	The Controller processes personal data, the scope of which is determined in each case by the cooperation or the contract entered into: First name and surname, position, registered office address/business address, other specified address, email address, telephone number, ID card number, driving licence number, vehicle registration number, individual identification number (e.g. tax identification number (NIP), personal identification number (PESEL)). The personal data listed above will be processed only to the extent necessary for the cooperation/performance of the contract and in accordance with the principle of data minimisation.	
Recipients of personal data	The following data recipients may have access to personal data: authorised employees and associates of the Controller; companies within the Controller's group and their authorised employees; entities providing services to the Controller and/or companies within the Controller's group, including entities used by the Controller and/or companies within the Controller's group in the performance of the contract, in particular entities providing IT services, transport, carriage, postal and courier services, advisory services and support the Controller and/or companies within the Controller's group in pursuing claims, in particular: law firms, tax firms, debt collection agencies, auditors, insurers, insurance brokers and authorised employees of the aforementioned entities; entities authorised to receive personal data pursuant to generally applicable law.	
Period of personal data processing	Your personal data will be processed for the period:	in the case of the purpose referred to in:
	the duration of the cooperation/contract and a period equal to the limitation period for any claims arising from non-performance or improper performance of the contract and/or tortious acts	points a. and c.
	as necessary for the Controller to achieve the purposes set out above or until an objection is raised against the processing of personal data	point b.
	required by legal provisions which impose specific obligations, the fulfilment of which requires the processing of personal data	point d.
	until an objection is raised against the processing of personal data for marketing purposes	point e.
Profiling	Personal data will not be subject to profiling, including automated decision-making, within the meaning of the GDPR.	
Data transfer outside the EEA	In accordance with legal requirements, we inform you that, due to the need to ensure the highest possible level of IT services, including the security of personal data, IT service providers outside the European Economic Area ('EEA') may have access to personal data. The level of personal data protection outside the EEA differs from that provided by European law. For this reason, the Controller ensures that the aforementioned IT service providers have access to personal data only to the extent necessary for them to perform their services (including maintenance services) and with an adequate level of protection, primarily through: a) cooperation with entities from countries for which the European Commission has issued a decision confirming an adequate level of protection for personal data; b) the use of standard contractual clauses issued by the European Commission. In the above-mentioned case, you have the right to obtain a copy of information regarding the security measures in place by contacting the Data Protection Officer.	
Requirement to provide personal data	The provision of personal data necessary for the conclusion of a contract is a condition for its conclusion; in all other respects, it is voluntary.	
Rights of data subjects	You have the right to access your data and to request its rectification, erasure, restriction of processing, and the right to data portability. You have the right to object to the processing of data on the basis of the legitimate interest of the Controller and/or a company within the Controller's group for reasons relating to your particular situation. If the purpose of processing personal data is to market products from the Controller's range, you may, at any time, object to the processing of personal data for such marketing purposes.	

Appendix 6 Statement regarding sanctions

I hereby declare that: (details of the person making the declaration)

1. (name)
2. (registered office)
3. (address)
4. (register and registration number with the registering authority/KRS)
.....
.....
5. (tax identification number/NIP)

- I. **is not subject to any international and/or national legal measures of a punitive nature (sanctions, restrictive measures)**, in particular is not an entity or person listed in the lists or registers referred to in Article 2(1) or Article 7(1) of the Act of 13 April 2022 on special measures to counteract support for aggression against Ukraine and to protect national security (Journal of Laws of 2022, item 835), and
- II. **is not a legal or natural person or entity with which there are personal or capital ties to a legal or natural person or entity subject to any international and/or national legal measures of a sanctioning nature (sanctions, restrictive measures)**, in particular an entity or person listed in the lists or registers referred to in Article 2(1) or Article 7(1) of the Act of 13 April 2022 on specific measures to counteract support for aggression against Ukraine and to protect national security (Journal of Laws of 2022, item 835), and
- III. **as a beneficial owner, is not subject to any international and/or national legal measures of a sanctioning nature (sanctions, restrictive measures)**, in particular is not a person listed in the lists or registers referred to in Article 2(1) or Article 7(1) of the Act of 13 April 2022 on special measures to counteract support for aggression against Ukraine and to protect national security (Journal of Laws of 2022, item 835), and
- IV. **undertakes to inform the Recipient of the Declaration without delay in the event of a change in the circumstances referred to above.**

.....
(place and date)

.....
(signature and stamp of the Contractor or the person(s) authorised to act on its behalf)

Appendix No. 7**Contractor's declaration regarding the environmental management system**

.....

.....

(name and registered office of the Contractor)

Contractor's statement regarding the environmental management system

As part of our business activities, we declare that we operate an environmental management system comprising measures aimed at reducing our negative impact on the natural environment.

We declare that we have implemented an environmental management system certified to ISO 14001 or an equivalent standard.

The contractor undertakes to submit a current ISO 14001 certificate or an equivalent certificate confirming the implementation of an environmental management system as an annex to the tender submitted.

This declaration is submitted for the purposes of the procedure conducted under a request for quotation.

.....

(place and date)

.....

(signature and stamp of the Contractor or the person(s) authorised to act on its behalf)

Annex 8

Tender Regulations for the selection of the Contractor for the contract entitled “Supply of raw materials for the purposes of R&D work” under project NUTRITECH1/0038/2022 “Development of innovative vegan instant products using alternative emulsifiers, including plant proteins, enriched with a starch fibre preparation with prebiotic properties”.

**RULES OF THE TENDER PROCEDURE
FOR THE SELECTION OF A CONTRACTOR TO CARRY OUT THE TASK ENTITLED
“Supply of raw materials for the purposes of R&D work”**

**SECTION I.
GENERAL SECTION**

§ 1

These Rules set out the procedures for the tender process to select a contractor for the project entitled “Supply of raw materials for R&D work”.

§ 2

1. In announcing the tender procedure to select a contractor for the project entitled “Supply of raw materials for R&D work”, the contracting authority is not required to apply the Public Procurement Law of 11 September 2019 (i.e. Journal of Laws of 2024, item 1320).
2. The procedure is conducted as a request for quotation in accordance with the rules and conditions set out in the Regulations.
3. Whenever the provisions of the Regulations refer to:
 - a) “the Contracting Authority” – this shall be understood to mean **Maspex Food Sp. z o.o., 10 Chopina Street, 34-100 Wadowice**, represented in accordance with the applicable regulations;
 - b) “Committee” – this shall be understood to mean the Committee appointed in accordance with the provisions of the Regulations;
 - c) “**Investment**” – this shall be understood to mean the implementation of the task entitled “Supply of raw materials for the purposes of R&D work”;
 - d) “Tender” – this shall be understood to mean a tender, including the price and other requirements, submitted by the Contractor in response to a Request for Tenders;
 - e) “Contractor” – this refers to the entity which is applying for the contract, has submitted a bid, or has entered into a contract for the procurement;
 - f) “Rules” – this refers to these Rules of the Tender Procedure;
 - g) “**Procedure**” – this shall be understood to mean the procedure conducted by way of a Request for Quotations, the purpose of which is to select the most advantageous bid for the implementation of the Investment;
 - h) “**Announcement**” – this shall be understood to mean the announcement of the conduct of the Procedure.

§ 3

The Procedure shall be conducted in accordance with the following principles and rules of conduct:

1. **Equal treatment of Contractors**, which means that all Contractors have equal access to information regarding the contract in question and no Contractor may be given preferential treatment over another.

2. **The principle of transparency**, which means that the Procedure is conducted in a manner that is transparent to Contractors.
3. **Fair competition**, which means that the conditions for participation in the procurement procedure are defined in a manner proportionate to and related to the subject matter of the contract, and may not unjustifiably restrict competition by setting requirements exceeding the needs necessary to achieve the project's objectives and leading to discrimination against Contractors.
4. **Efficiency**, understood as the purposeful and economical use of funds.

SECTION II. DESCRIPTION OF THE TENDER PROCEDURE

§ 4

1. The procedure is initiated by publishing a Notice and/or a request for quotation on the Contracting Authority's website at <https://maspex.com/o-firmie/zapytania-ofertowe> and at the Contracting Authority's premises.
2. In the event of a change to the content of the Notice or the request for quotations, the Contracting Authority shall extend the deadline for the submission of tenders by the time necessary to incorporate the changes into the tenders, if necessary, in particular if the change concerns the definition of the subject matter of the contract, the size or scope of the contract, the criteria for the evaluation of tenders, or the conditions for participation in the procedure. The Contracting Authority shall include information regarding the amendment in the Notice and the request for proposals published in accordance with point 1 above. This information shall include at least: the date of publication of the amended Notice and request for proposals, as well as a description of the amendments made.

§ 5

1. The following shall be excluded from the procedure:
 - a) A contractor who has not demonstrated compliance with the conditions for participation in the procedure or has not demonstrated the absence of grounds for exclusion;
 - b) A Contractor personally or financially linked to the Contracting Authority within the meaning specified in the Notice;
 - c) A Contractor who is a natural person and has been convicted by a final judgment of an offence:
 - I. referred to in Article 165a, Articles 181–188, Article 189a, Articles 218–221, Articles 228–230a, Article 250a, Article 258 or Articles 270–309 of the Act of 6 June 1997 – the Criminal Code (Journal of Laws of 2021, item 2345, as amended) or Articles 46–48 of the Act of 25 June 2010 on Sport (Journal of Laws of 2020, item 1133) or Article 54(1) to (4) of the Act of 12 May 2011 on the reimbursement of medicines, foodstuffs for special nutritional purposes and medical devices (Journal of Laws of 2022, item 463)
 - II. of a terrorist nature, as referred to in Article 115 § 20 of the Act of 6 June 1997 – the Criminal Code,
 - III. tax offences,
 - IV. referred to in Article 9 or Article 10 of the Act of 15 June 2012 on the consequences of entrusting work to foreign nationals residing unlawfully in the territory of the Republic of Poland (Journal of Laws of 2021, item 1745, as amended);
 - d) A contractor where a sitting member of its management or supervisory body, a partner in a general partnership or professional partnership, or a general partner in a limited partnership or a limited joint-stock

- partnership, or a proxy, has been convicted by a final judgment of an offence referred to in point (c) above;
- e) A contractor against whom a final court judgment or final administrative decision has been issued concerning arrears in the payment of taxes, fees or social security or health insurance contributions, unless the contractor has paid the taxes, fees or social security or health insurance contributions, together with interest or fines, or has entered into a binding agreement regarding the repayment of such amounts;
 - f) A contractor who, as a result of deliberate action or gross negligence, has misled the Contracting Authority by providing information that they are not subject to exclusion, meet the conditions for participation in the procedure or the selection criteria, or who has concealed such information or is unable to provide the required documents;
 - g) A contractor who, as a result of recklessness or negligence, has provided information misleading the Contracting Authority, which may have a significant impact on the decisions taken by the Contracting Authority in the procurement procedure;
 - h) A contractor who has unlawfully influenced or attempted to influence the Contracting Authority's actions or to obtain confidential information that could give them an advantage in the procurement procedure;
 - i) A contractor who has participated in the preparation of the procurement procedure or whose employee, as well as a person performing work under a contract of mandate, under a contract for specific work, an agency contract or any other service contract, has participated in the preparation of such a procedure, unless the resulting distortion of competition can be eliminated by means other than excluding the Contractor from participation in the procedure;
 - j) A Contractor who has entered into an agreement with other contractors aimed at distorting competition between contractors in the procurement procedure, which the contracting authority is able to demonstrate by means of appropriate evidence;
 - k) A contractor that is a collective entity against which a court has issued a ban on tendering for public contracts pursuant to the Act of 28 October 2002 on the liability of collective entities for acts prohibited under penalty of law (Journal of Laws of 2020, item 358, as amended);
 - l) A contractor against whom a prohibition on tendering for public contracts has been imposed as a precautionary measure;
 - m) A Contractor in respect of whom liquidation proceedings have been opened, where a court-approved arrangement in restructuring proceedings provides for the satisfaction of creditors through the liquidation of its assets, or where the court has ordered the liquidation of its assets pursuant to Article 332(1) of the Act of 15 May 2015 – the Restructuring Law or whose bankruptcy has been declared, with the exception of a Contractor who, following the declaration of bankruptcy, has entered into an arrangement approved by a final court order, provided that the arrangement does not provide for the satisfaction of creditors through the liquidation of the bankrupt's assets, unless the court has ordered the liquidation of its assets pursuant to Article 366(1) of the Act of 28 February 2003 – Bankruptcy Law;
 - n) Pursuant to Article 7 of the Act of 13 April 2022 on special measures to counteract support for aggression against Ukraine and to safeguard national security (Journal of Laws of 2022, item 835), the following are excluded from the proceedings:
 - i. A contractor or tenderer listed in the registers specified in Regulation 765/2006 and Regulation 269/2014, or entered on the list pursuant to a decision on inclusion on the list determining the application of a measure in the form of exclusion from public procurement procedures;

- II. A contractor or tenderer whose beneficial owner, within the meaning of the Act of 1 March 2018 on countering money laundering and terrorist financing is a person listed in the lists specified in Regulation 765/2006 and Regulation 269/2014, or who has been included on the list or has been such a beneficial owner since 24 February 2022, provided that they have been included on the list pursuant to a decision on inclusion on the list determining the application of the measure of exclusion from public procurement procedures;
 - III. A contractor or tenderer whose parent undertaking, within the meaning of Article 3(1)(37) of the Accounting Act of 29 September 1994, on accounting is an entity listed in the registers specified in Regulation 765/2006 and Regulation 269/2014, or is entered on the list or has been such a parent undertaking since 24 February 2022, provided that it has been included on the list pursuant to a decision on inclusion on the list determining the application of a measure in the form of exclusion from public procurement procedures.
2. The contracting authority may specify conditions for participation in the procedure concerning, inter alia:
 - a) possession of authorisations to carry out specific activities or operations, where the law imposes an obligation to hold such authorisations;
 - b) possession of the necessary knowledge and experience;
 - c) possession of adequate technical capacity;
 - d) possession of adequate human resources;
 - e) economic and/or financial standing.
 3. The tender of an excluded tenderer shall be deemed rejected.

§ 6

1. During the Procedure, the Contracting Authority may request Contractors to submit statements or documents necessary for the conduct of the Procedure.
2. The Contracting Authority may require the Contractor to provide relevant statements or documents confirming that the Contractor meets the conditions for participation in the Procedure or is not subject to exclusion.
3. The Contracting Authority may request, within a time limit set by it, the submission of clarifications regarding the statements or documents required in the Procedure.
4. The Contracting Authority may request Contractors who have not submitted the statements or documents required by the Contracting Authority within the specified time limit, or who have not submitted powers of attorney, or who have submitted the required statements and documents containing errors, or who have submitted defective powers of attorney, to submit them within a specified time limit, unless the tender is to be rejected, the Tender Procedure is to be cancelled, or the tender contains a price exceeding the amount the Contracting Authority may allocate for the performance of the contract.
5. The Contractor shall submit statements or documents in the form of originals or copies. In the case of documents submitted by email, it is permissible to send scanned copies of the documents.
6. The Contracting Authority reserves the right to request that the Contractor submit original documents or certified copies thereof prior to the signing of the contract.
7. The authorisation of the persons signing the tender, statements or documents to do so must be directly evident from the documents attached to the tender. This means that if such authorisation is not explicitly evident from the document confirming the Contractor's legal status (an extract from the relevant register), the tender must be accompanied by a power of attorney issued by the persons authorised to do so.

§ 7

1. The Contractor may submit only one tender in the Procedure.
2. Before the deadline for submission of tenders, the Contractor may amend or withdraw the tender.
3. The Contracting Authority may not examine the content of tenders before the deadline for their opening.
4. The opening of tenders is public and takes place at the location specified in the Notice/Request for Tenders.
5. During the opening of tenders, the names (company names) and addresses of the Contractors are announced, as well as information regarding the price.
6. Bids submitted after the deadline shall not be evaluated.

§ 8

1. The Contracting Authority may correct obvious clerical errors and calculation errors in the price within the text of the tender, provided that the amendment has been agreed with the Contractor.
2. The contracting authority shall reject a tender if:
 - a) its content does not correspond to the content of the Notice or the invitation to tender;
 - b) its submission constitutes an act of unfair competition within the meaning of the provisions on combating unfair competition;
 - c) it contains a price that the Contracting Authority cannot pay;
 - d) it is invalid under separate provisions.

§ 9

1. During the course of the Procedure, statements, requests, notifications and information shall be provided by the Contracting Authority and the Contractor, at the Contracting Authority's discretion, in the manner specified in the Notice and in the request for quotation addressed to the Contractor: in writing or by electronic means.
2. If the Contracting Authority or the Contractor submits statements, requests, notifications or information electronically, each party shall, upon the other's request, immediately confirm receipt thereof.

§ 10

1. The Contracting Authority shall select the most advantageous tender from among the tenders submitted by Contractors who are not subject to exclusion on the basis of the evaluation criteria set out in the request for quotation.
2. In the event of additional questions or doubts regarding the tenders, the Contracting Authority may address additional queries to all or selected Contractors in order to clarify the tender or request an explanation of its content.
3. The selection of the tender shall be documented in the minutes of the procurement procedure drawn up by the Committee.

§ 11

Information on the outcome of the procedure shall be made public in the same manner as the Notice and/or Request for Proposals was made public, i.e. by publishing this information as described in § 4(1) of the Regulations.

§ 12

1. Following the completion of the Procedure, a contract shall be signed with the Contractor who submitted the most advantageous tender.
2. In the event that the Contractor withdraws from signing the contract with the Contracting Authority, it is possible to sign a contract with the next Contractor who obtained the next highest number of points in the Procedure.

§ 13

The conclusion of the contract with the Contractor and the drawing up of the minutes of the procurement procedure shall be in writing.

§ 14

1. The minutes of the procurement procedure shall contain at least:
 - a) the name of the Contracting Authority,
 - b) a description of the subject matter of the contract,
 - c) information on the procurement procedure,
 - d) information on the method of publishing the request for proposals,
 - e) a list of all tenders received by the Contracting Authority in response to the invitation to tender, together with the date of receipt of the tender by the Contracting Authority (in particular the name and surname or company name of the contractor, its registered office and the price),
 - f) information on the Contractors' compliance with the condition regarding the prohibition on awarding contracts to affiliated entities,
 - g) information on the Contractors' compliance with the conditions for participation in the Procedure,
 - h) information on the point and percentage weights assigned to individual evaluation criteria and the method of awarding points to individual Contractors for meeting a given criterion,
 - i) an indication of the selected tender, together with the reasons for the selection or the reasons why the Contracting Authority has decided not to award the contract,
 - j) the date of the minutes and the Contracting Authority's signature,
2. The Tenders and other documentation relating to the Procedure constitute Annexes to the Minutes.

SECTION III.

The Committee

§ 15

1. The Contracting Authority shall appoint a Committee for the purpose of preparing or conducting the Tender Procedure.
2. The Committee shall consist of at least three persons.
3. The Committee's tasks shall include assessing whether Contractors meet the conditions for participation in the procedure or whether there are grounds for exclusion, as well as examining and evaluating the tenders submitted and selecting the most advantageous tender.
4. The Committee shall carry out the activities specified in point 3 above in closed-door meetings.

SECTION IV. FINAL PROVISIONS

§ 16

1. From the moment the conditions for participation in the Procedure are made available, the Contracting Authority, and from the moment a tender is submitted in accordance with the Notice or the request for tenders addressed to Contractors, the Contractor, are obliged to act in accordance with the Rules.
2. The Contracting Authority may cancel the Notice without giving a reason and, in justified circumstances, may cancel the Procedure.
3. The Contracting Authority shall simultaneously notify all Contractors of the cancellation or closure of the Tender Procedure, additionally publishing information to this effect on the website on which the Notice and/or request for proposals was published.
4. In the event of the cancellation of the notice or the annulment of the Procedure, Contractors shall not be entitled to a refund of the costs of participating in the Procedure.
5. The Contracting Authority may entrust the preparation or conduct of the Tender Procedure to a third party.
6. In matters not covered by these Rules, the provisions of the Act of 23 April 1964 – Civil Code (i.e. Journal of Laws 2020, item 1740, as amended) shall apply to the actions taken by the Contracting Authority and Contractors in the procurement procedure.
7. Any disputes arising from the implementation of the provisions of these Regulations shall be submitted for resolution to the ordinary court having jurisdiction over the Contracting Authority's registered office.