

TENDER REQUEST

For the selection of the Contractor for the contract entitled "purchase of dipotassium phosphate".

as part of the project " *Development of innovative vegan instant products using alternative emulsifiers, including plant proteins, enriched with a fiber preparation from starch with prebiotic properties*" implemented by Maspex Food. Ltd. within the framework of the 1st competition of the NUTRITECH Government Program - nutrition in light of the challenges of improving the well-being of society and climate change.

case sign: 1/2024

I. Name and address of the Contracting Authority	Maspex Food Sp. z o.o. 10 Chopina St. 34-100 Wadowice
II. Correspondence details for the proceedings and the address to which the bid should be submitted	1 Questions about the proceedings can be sent electronically: e-mail: P.Pacyniak@maspex.com (2) Bids under the procedure may be submitted electronically: e-mail: P.Pacyniak@maspex.com or in writing to the address: 10 Chopina St. 34-100 Wadowice
III. Introductory information	1 The proceeding to which this document relates is numbered: 1/2024 2 When communicating with the Contracting Authority, the Contractor should refer to the procedure number, and all correspondence should be addressed to the address indicated in item. II of the Table. 3 The proceedings are conducted in Polish and/or English. 4 The contracting authority does not allow the submission of variant bids.
IV. Mode of awarding the contract	1 The procurement procedure shall be conducted taking into account the following principles and rules: 1.a The principle of maintaining fair competition, 1.b The principle of equal treatment of Contractors, 1.c principles of transparency. 2 The Contracting Authority is not required to apply the Act of September 11, 2019. Public Procurement Law (t. j. OJ 2023 item 1605 as amended). 3 The proceeding is conducted in accordance with the principle of competitiveness.
V. Method of communication	1 The person authorized to contact Contractors on behalf of the Contracting Authority is: Piotr Pacyniak e-mail: P.Pacyniak@maspex.com 2 In order to meet the deadlines required for individual actions, it is sufficient to make them by e-mail (to the address indicated in item 1 above). Written form is always acceptable. 3 Correspondence in the subject proceedings should be forwarded using the mailing address data referred to in item II. Table.

	4 The bid form, statements and correspondence shall be submitted/conducted between the Parties to the proceedings in Polish and/or English.
VI. Description of the subject matter of the contract	The subject of the contract is the Purchase of dipotassium phosphate. Quantity: 24 tons Product specifications: • Color: colorless or white granular powder or mass • Dipotassium phosphate content $K_2 HPO_4$ (after drying 105° C. 4h): min. 98% • P content O_{25} : 40,3-41,5% • Loss on drying: max 2% • Water-insoluble substances: max 0.2% • Mechanical impurities content: unacceptable • Presence of pests and their residues: unacceptable • Ph: 8,7-9,4 • Fluoride content max 10 mg/kg • Arsenic (AS) max mg /kg - • Cadmium (CD) max 1 mg/kg • Lead (Pb) Max 1 mg/kg • Mercury (Hg) Max 1 Mg/kg • Melamine content max 2.5 mg/kg General Requirements: • All supplies of raw material must in all respects meet the current requirements of the regulations in force in Poland and the European Union . • The raw material must be produced in accordance with the requirements of the Good Production Practice and Good Hygiene Practice, as well as the HACCP system. • Each package of raw material must be properly labeled, supplier must have ingredient traceability program in place • The raw material must not be produced from GMOs and must not contain ingredients produced from GMOs. • Raw material and raw material components must not be exposed to ionizing radiation. • The raw material must not have the properties of a purpose-made nanomaterial, must not be produced using nanotechnology, and must not use nanomaterial ingredients and auxiliary substances in its production. • All parameters must be in accordance with the specification. Delivery Acceptance Criteria. Each delivery shall comply with the requirements contained in this specification By submitting a bid, the Supplier confirms compliance with the requirements contained in the description of the subject of the order.
VII. Date and place of execution of the subject matter of	1 The term of the contract subject: 01.07.2024 2 Place of delivery of the subject of the contract: Korsze, 9 Raclawicka Street.

the contract	
VIII. List of documents/statements required from the Contractor	1. In order to demonstrate the fulfillment of the conditions for participation in the proceedings and to show that there are no grounds for exclusion from the proceedings, the Contractor is required to submit the following documents: a) A completed and signed bid form, constituting Attachment No. 1 to the request for proposal, b) A completed and signed statement on the absence of capital or personal relations with the Employer, a sample of which is attached as Appendix No. 2 to the request for proposal, c) Contractor's declaration of affiliation to a capital group within the meaning of the Act of February 16, 2007 on Competition and Consumer Protection (Journal of Laws of 2023, 1689 as amended), a sample of which is attached as Appendix No. 3 to the request for proposal, d) statement of the Contractor on compliance of the raw material with the description of the subject of the order, a sample of which is attached as Appendix No. 4 to the request for quotation e) an up-to-date copy from the competent register or from the central register and information on business activity (or information corresponding to a current copy from the competent register or from the central register and information on business activity), if separate regulations require entry in the register or register, issued no earlier than 6 months before the deadline for submission of tenders. The above provision shall not apply if the ascertainment of entry in the competent register or registry by the Contracting Authority is possible on the basis of the registry or other register to which the Contracting Authority has electronic access. f) Power of attorney (if applicable) (2) If the Economic Operator has a seat or place of residence outside the territory of the Republic of Poland, instead of a current extract from the competent register or from the central register and information on business activity (or information corresponding to a current extract from the competent register or from the central register and information on business activity), he shall submit a document or documents, issued in the country in which he has a seat or place of residence, confirming that he has not been liquidated or declared bankrupt, issued no earlier than 6 months before the deadline for submission of tenders. The document may be drawn up in the language of the Contractor. If such documents are not issued in the place of residence of a person or in the country where the Economic Operator has its seat or place of residence, they shall be replaced by a document containing a statement, specifying also the persons authorized to represent the Economic Operator, made before a competent judicial, administrative or economic authority of the country of residence of a person or the country where the Economic Operator has its seat or place of residence, respectively, or before a notary, issued no earlier than 6 months before the deadline for submission of tenders. The document may be prepared in the language of the Contractor. (4) In the case of Contractors jointly applying for the award of the contract, copies of documents relating to the Contractor or these entities, respectively, shall be certified as true copies of the original by persons authorized to represent these entities or by the jointly appointed attorney referred to in item. 5 below. (5) If Contractors jointly apply for the award of the contract, they shall appoint a proxy to represent them in the proceedings or to represent them in the proceedings and conclude the contract. The relevant power of attorney shall be attached to the bid. 6 The assessment of the Supplier's fulfillment of the conditions for participation in the proceedings will be carried out using the "meets", "does not meet" method on the basis of the information provided in the documents.

	(7) If the authority to represent the person signing the bid does not arise from the attached documents or the law, the bid must also be accompanied by a power of attorney in the original or a certified copy. (8) Entities acting jointly shall be jointly and severally liable for non-performance or improper performance. (9) In the case of selection of a tender of the Economic Operators acting jointly, the Contracting Authority, before signing a contract with the Contracting Authority, will require a contract governing the cooperation of entities acting jointly, which will contain a commitment of these entities to joint and several liability for non-performance or improper performance of the contract and payment of performance bond.
IX. Bid evaluation criteria	The selection of the most advantageous offer will be based on the following criteria: Price 100% <i>Evaluation of this criterion will be calculated according to the formula:</i> $C = (n/b) \times \text{weight (weight = 100 points)}$ <i>where:</i> <i>C - the number of points awarded for the criterion of price for the examined bid (rounded to one decimal place);</i> <i>n - the lowest price among the evaluated bids</i> <i>;</i> <i>b - the price of the examined bid.</i> <i>The highest maximum number of points will be awarded to the bid of the contractor who proposes the lowest price</i> The contractor whose bid receives the highest final score will be awarded the contract for implementation.
X. How to prepare a bid and the elements it must contain	1 The bid should be prepared taking into account the following principles: • The content of the offer must correspond to the content of the request for quotation. • A bid submitted in writing should be typewritten, on a computer or in indelible ink. It is advisable that the bid be prepared in such a way that it cannot be decomposed. • The bid should be prepared in Polish and/or English. • The bid must be signed by a person authorized to sign the bid, the pages of the bid should be numbered. • Any possible correction in the bid should be initialed by the person authorized to sign the bid. • The Contractor may submit only one bid in which only one final price must be offered. The price must include all costs of the Contractor and fees related to the execution of the order • Document authorizing the person signing the bid to represent the Contractor in the original or as a copy, if the authority to represent does not arise from the registration document attached to the bid. • The submitted bid should be complete, i.e. include all elements that allow the execution of the subject of the contract in a complete and usable manner. • For bids submitted by e-mail, the Contractor is required to send a scan of the legibly signed bid form and attachments. The Contracting Authority reserves the right to require the Contractor to submit original documents or certified copies thereof before signing the contract. • The contracting authority provides for the possibility to sign the offer with a trusted signature, personal signature or qualified electronic signature on the

	basis of the provisions of Regulation (EU) No. 910/2014 of the European Parliament and of the Council of July 23, 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC and the Act of 5.9.2016 on services (Journal of Laws of 2021, item 1797). - It is required that the paper version of the bid be delivered in opaque and sealed packages that make it impossible to read the contents without damaging the packages. The bid should be marked: <i>Bid for purchase of dipotassium phosphate</i> <i>DO NOT OPEN until 04.06.2024 at 1:00 p.m.</i> The envelope should bear, in the form of a company stamp or handwritten inscription, the name of the Contractor and his address in accordance with the registration (record) data. 2 The contractor shall bear all costs associated with the preparation and submission of the bid. 3 The bid must include the following: - Contractor's name and address. • Date of preparation and expiration date of the bid. • Refer to each of the bid evaluation criteria posted in the request for proposals. • Total net and gross price. • All required documents listed in paragraph VIII to this request for proposal. • Details of the contact person (name, telephone number, e-mail address). • Signature of the person authorized to issue the bid. The absence of any of the above elements may result in rejection of the bid. The contracting authority shall allow the bid to be supplemented after a request for supplementation.
XI. How the price was calculated	1 The price must include all Contractor's costs and fees related to the execution of the contract. 2 The Contractor shall quote the price in Polish zlotys or in a foreign currency (it will be converted according to the average exchange rate of the currency in question on the day of bid opening). The Contractor shall provide the net and gross price including value added tax in the amount required by law. The Contractor shall quote prices to two decimal places. 3 Foreign Contractors who, under separate regulations, are not required to pay VAT in Poland shall quote only the net price. For the purpose of comparing bids, the Contracting Authority will add to the net bid price of foreign Contractors, the amount of VAT due (chargeable to the Contracting Authority for the performance of the contract), which the Contracting Authority will be obliged to pay to the appropriate tax office.
XII. Changes and withdrawal of the offer	1 The contractor may, before the deadline for submission of tenders, change or withdraw a tender, using the following rules: 1.a Both modification and withdrawal of the bid require written form. 1.b Changes to the content of the bid should be sent to the address in accordance with the above-described method of preparing the bid and the elements that the bid must contain. In the case of a subsequent change to the bid, the corresponding sequence number of the change made should be indicated behind the caption "AMENDMENT TO THE OFFER". 1.c Withdrawal of the bid may be made by written notification by the Contractor.

	The notification, should be marked <i>"WITHDRAWAL - Bid for the purchase of dipots phosphate "</i> .
XIII. Information on how, where and when to submit bids	1 The bid can be submitted: - in paper version should be submitted to the address: 10 Chopina St. 34-100 Wadowice - or an electronic version should be sent to the email address: P.Pacyniak@maspex.com 2 Bids can be submitted until 04.06.2024 at 12.30 p.m. The date the bid is received by the Contracting Authority will count. 3 Bids submitted after the indicated deadline will not be considered and will be returned to the Contractors unopened. 4 The date of delivery of a bid shall be the date on which the bid is received by the Contracting Authority, in accordance with paragraph 1 above.
XIV. Information about the opening of bids	1 The opening of the bids will take place on 04.06.2024 at 13.00 at the headquarters of the Purchaser, i.e. 10 Chopina Street 34-100 Wadowice 1 The bidding period is 60 days. The first day of the bidding period is the day of bid opening.
XV. Confidentiality clause	1. All information concerning the contract, contained in this request for proposal, which has not been made public, as well as all legal, organizational, commercial, technological and technical information concerning the Contracting Authority or the contract, not made public, which a participant in the proceedings obtains in connection with participation in the contract award procedure, shall constitute a business secret of the Contracting Authority and shall not be disclosed by the participants in the proceedings or transferred to third parties without the consent of the Contracting Authority. The above-described confidential information may be used only for the purpose of preparing a bid and participating in the procurement procedure. 2. The Contractor has the right to reserve the confidentiality of information constituting a secret of his enterprise within the meaning of the provisions on combating unfair competition. Documents constituting a business secret of the Contractor should be marked in a way that clearly indicates the intention to keep them secret. It is advisable to separate the documents containing the reserved information. Lack of reservation will be treated as consent to the disclosure of the contents of the offer in full
XVI. Exclusions from the proceedings	1 The Contracting Authority may not award a contract to Contractors with personal or capital ties to it. A related Contractor shall be considered an entity: - related or being a subsidiary, co-subsidiary or parent company in relation to the Contracting Authority within the meaning of the Accounting Act of September 29, 1994; - being an entity remaining with the Procuring Entity or members of its bodies in such a factual or legal relationship that may raise justified doubts as to impartiality in selection of a supplier of goods or services, in particular remaining in a marriage, relationship of kinship or affinity up to and including the second degree, adoption, custody or guardianship, including through membership in the bodies of a supplier of goods or services; - being an affiliate or partner entity to the Contracting Authority within the meaning of Regulation No. 651/2014; - being an entity with a personal relationship with the Contracting Authority within the meaning of Article 32 (2) of the Value Added Tax Act of March 11, 2004. 2 Pursuant to Article 7 of the Law of April 13, 2022, on special solutions to prevent support for aggression against Ukraine and to protect national security (Journal of Laws of 2022, item 835), the following are excluded from the proceedings:

	1) contractor and contestant listed in the lists set forth in Regulation 765/2006 and Regulation 269/2014 or included in any sanction list on the basis of a decision on inclusion in the list resolving the measure of exclusion from public procurement procedures; 2) a contractor and a participant in a competition whose beneficial owner within the meaning of the Law of March 1, 2018 on the prevention of money laundering and terrorist financing is a person listed in the lists set forth in Regulation 765/2006 and Regulation 269/2014, or listed or being such a beneficial owner as of February 24, 2022, provided that he or she has been listed on the basis of a decision on listing that resolves the measure of exclusion from public procurement procedures; 3) a contractor and a participant in a competition whose parent entity within the meaning of Article 3(1)(37) of the Accounting Act of September 29, 1994 is an entity listed in the lists set forth in Regulation 765/2006 and Regulation 269/2014, or listed or being such a parent entity as of February 24, 2022, provided that it has been listed on the basis of a listing decision resolving the measure of exclusion from public procurement procedures.
XVII. Personal data controller	The administrator of your personal data is Maspex Food Sp. z o.o., based in Wadowice, address: 34-100 Wadowice, ul. Chopina 10, KRS: 0000788644, NIP: 5512640426, REGON: 383486106 Contact with the Data Controller is possible through the email address: maspex@maspex.com For all matters related to the processing of personal data, please contact the Data Protection Officer at e-mail address: iod@maspex.com or at: 10 Chopina Street, 34-100 Wadowice. Your personal data is processed, among other things, for the purpose of conducting the procurement proceedings covered by this request for proposals. The full content 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 Personal Data Controller is contained in the Appendices to this request for proposal.
XVIII. Change clause	(1) The Contracting Authority provides for the possibility of making significant changes to the provisions of the contract in relation to the contents of the offer on the basis of which the Contractor was selected. The Contracting Authority provides for the possibility of significant changes to the contract, in particular: (a) with respect to the contract completion date (or "contract completion schedule") in the event of: (i) the occurrence of force majeure, which is considered to be events of an extraordinary nature occurring after the conclusion of the agreement and which the parties were not able to foresee at the time of its conclusion and the occurrence or consequences of which make it impossible to perform the subject of the agreement on time, (ii) the actions of third parties making it impossible to perform the subject of the agreement, which are not a consequence of the fault of any of the parties, (iii) reasonable changes in the manner of performance of the subject of the agreement, if these changes are favorable to the Purchaser (iv) occurrence of any other events affecting the implementation of the agreement, in particular (without limitation to) in the selection of the Project for funding and granting of support; b) in case of occurrence of changes in generally applicable laws in the scope affecting the execution of the subject of the contract.

	(2) The Contracting Authority also provides for the possibility of making non-material changes to the provisions of the contract in relation to the content of the offer on the basis of which the Contractor was selected. (3) Amendments to the contract will be made in the form of an annex signed by both parties, and the possibility of their introduction is subject to approval by the Purchaser.
XIX. Minimum assumptions of the contract concluded with the contractor	1 The Contractor warrants and guarantees that it will perform its obligations under the contract with due skill and care and in a proper, legal, efficient and economically sound manner and in accordance with the best industry practice, and will ensure the due and reliable performance of this contract by allocating sufficient resources and properly trained, experienced and qualified personnel. 2 The Contracting Authority provides for the possibility of amending the contract in the event that there is a change in generally applicable laws to the extent affecting the performance of the subject matter of the contract. 3 The ordering party provides for the possibility of amending the contract in the event of circumstances caused by external factors, e.g.: the date of execution of the contract, terms of payment. 4 Term of the contract: in accordance with the request for proposals. 5 Payment terms will be specified in the contract. 6 Payment of the price specified in the contract exhausts all claims of the Contractor against the Ordering Party. 7 Contractual penalties and the rules for their calculation will be regulated in the contract concluded with the selected contractor. Contractual penalties may be waived. 8 The Contractor shall not be authorized to assign any rights or obligations under the contract without the prior written consent of the Contracting Authority. 9 The Contractor agrees 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 cooperation between the Contractor and the Contracting Authority. All information, materials and data received shall be confidential and may be used only for purposes related to the performance of this Agreement or the agreements entered into between the Contractor and the Contracting Authority to implement the Project and in a manner consistent with their provisions. 10 Situations in which withdrawal from the contract is possible will be regulated in the contract concluded with the selected contractor. 11 The declaration of withdrawal or termination and amendments to the contract must be in writing under pain of nullity. 12 The law governing the Agreement is the law of Poland
XX. Additional information	13 The Ordering Party reserves the right to award the Contractor additional contracts, not included in the Subject of the Basic Order, in the amount not exceeding 50% of the value of the Subject of the Basic Order, necessary for its proper execution and resulting from, among others: due to technical or economic reasons, separating the additional contract from the Subject of the Basic Order would require incurring disproportionately high costs, execution of the Subject of the Basic Order depends on the execution of the additional contract. 14 The Contracting Authority reserves the right to award the Contractor a supplementary contract (consistent with the description of the subject of the basic contract) in an amount not exceeding 50% of the value of the basic contract specified in the contract concluded with the Contractor. 15 The contracting authority reserves the right to withdraw from the tender without selecting bids or may cancel the tender without giving any reason. 16 The Contracting Authority has the ability at any stage of the Procedure to:

	1.a Amendments or cancellation of proceedings, 1.b Changes or cancellation of the terms and conditions of the proceedings, 1.c Changes to the content of the announcement, 1.d Cancellation or closure of the proceedings without cause at any stage of the proceedings.
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Attachments - Model forms:

<i>Annex no 1</i>	OFFER FORM
<i>Annex no 2</i>	THE STATEMENT OF no capital or personal connections with the Ordering Party
<i>Annex no 3</i>	The Contractor's statement of belonging to a capital group within the meaning of the Act of February 16, 2007, on competition and consumer protection (Journal of Laws of 2023, item 1689, as amended)
<i>Annex no 4</i>	STATEMENT on the compliance of the raw material with the description of the subject of the order
<i>Annex no 5</i>	Information clause
<i>Annex no 6</i>	Regulations of the bidding procedure