



CIOP PIB

Central Institute for Labour Protection — National Research Institute (CIOP-PIB)

KIEROWNIK ZAKŁADU ERGONOMII

.....
(date and signature of Department/Team/Centre/Section Manager)

Approval of Director or Deputy Director

12.07.19r.

.....
(date and signature)

case No: 10-TP-2019

Request for Proposals

Subject of the contract:

Purchase of equipment for assessing human physical and functional capacity.

As part of the following project "Development and pilot implementation of a comprehensive rehabilitation model making it possible to take up a job or return to work", which constitutes a non-contest conceptual design under the following Operational Programme: Knowledge, Education, Development, Priority Axis II Effective Public Policies for the Market of Labour, Economy and Education, Action 2.6 High Quality of Policy for Social and Professional Inclusion of Disabled People, Central Institute for Labour Protection – the National Research Institute announces a request for proposals as follows.

Chapter 1 – Name and address of the Employer

Person entitled to contact the Contractors: Urszula Myszka;

E-mail for correspondence: urmys@ciop.pl; Tel. 22 623 37 33

Website: www.ciop.pl — BIP — Requests for Proposals

<https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/>

Written correspondence: Centralny Instytut Ochrony Pracy – Państwowy Instytut Badawczy, ul. Czerniakowska 16, 00-701 Warsaw;

Business hours: Monday to Friday from 8 a.m. to 4 p.m.

Chapter 2 – Contract Award Procedure

1. The proceedings are conducted in the form of a request for proposals, hereinafter referred to as RFP, to which the provisions of the Public Procurement Act are not applicable and according to the “Competition Principle” set out in the guidelines on eligibility of expenditure under the Regional Development Fund, the European Social Fund and the Cohesion Fund for 2014-2020.

Chapter 3 – Description of the Subject of the Contract

1. Name of the proceedings assigned by the Employer: **purchase of tools for functional performance testing (set of work tests)** for assessing human physical and functional capabilities, hereinafter referred to as “Devices.
2. Proceedings reference: **10-TP-2019**
3. Description of the subject of the contract: The subject of the contract is the purchase of **I devices** for assessing human physical and functional capacity.
4. **Device parameters:**
 - a) Mobile (possibility of transport with a small commercial car) – located on a pallet with dimensions not exceeding 1200×800×1200 mm (together with the pallet height);
 - b) Weight not exceeding 40 kilograms (85 lbs) for each appliance.
5. **Requirements to be met by each device:**
 - a) The manufacturer's standards must be supplied along with the equipment enabling the test person to be qualified to perform work with the tested nature at least on a 5 degree scale;
 - b) The devices must enable a test with a physically disabled person to be carried out (depending on the type and degree of disability);
 - c) The possibility to perform tests on each of the devices at the same time, without interference from tests carried out on the remaining devices;
 - d) The Employer requires that all devices are offered by the same manufacturer as the criteria for assessing the possibility of the tested persons and the scale of the assessments should be of a uniform nature;
 - e) The Employer shall require at least a **12-month warranty period** counted from the date of the hand-over of the subject of the contract.
 - f) All devices supplied must be new, technically-efficient and not previously used.
 - g) The Contractor shall deliver and hand over the equipment together with instruction manual and interpretation of results.

- h) The Employer requires that each of the devices can be used by people whose height is between 152 -185 cm, both physically disabled and abled.

6. Detailed functional description of the devices and the manner in which tests are carried out:

- 1) **Device No. 1:** device for assessing the range of forearm and hand movement in performing work tasks requiring the adoption of varied positions in the elbow and wrist joints, the ability to work with small tools and precise palm and finger movements in limited space (manual capacity) and with limited visual inspection (spatial expression). The test is to consist of performing the activity of picking various types of elements (e.g. nuts) from a separate container and to place them (e.g. screwing) by hand or by tools in the indicated areas. The Employer requires that the time of execution of the task and number of errors are measured – **2 units**.
 - 2) **Device No. 2:** device for simultaneous assessment of the possibility of sorting small objects, visual and mobility coordination, precision of movements of grabbing with fingers and reaching as well as the possibility to distinguish colours and markings. The test is to consist of performing the activity of picking small elements varied in terms of the colour and marking and placing them in suitably marked locations (e.g. openings, compartments). The Employer requires that the time of execution of the task and number of errors are measured – **1 unit**.
 - 3) **Device No. 3:** device for assessing the ability to perform simple assembly operations in a forced labour cycle, in which the objects are moved from a place on an assembly line with arms. The test is to consist of performing the activity of picking various types of components from a container and placing them on the simulated production conveyor belt in the appropriate order. The Employer requires that the final result of the work simulation and its time are measured – **1 unit**.
 - 4) **Device No. 4:** whole-body control device involving all parts of the body (upper limbs, lower limbs, torso, neck) and which require at least bending, squatting, kneeling, lifting arms above the head. When performing the task, the tested person should perform activities not requiring the use of force, and only to take and maintain specific position at work. The test is to consist of performing the activity of picking components and screwing them onto boards, whose placement requires different positions of the whole body to be taken. The Employer requires that the time of execution of the task and number of errors are measured – **1 unit**.
 - 5) **Device No. 5:** device for assessing the sight and motion coordination making it possible to test the ability of coordinating the functioning of the sight as well as lower and upper limbs. The device shall simulate light work without the use of force. The test is to consist of performing the activity of changing the location of the device in space (at the same time with the support of upper and lower limbs) to place an object (e.g. a ball) in an opening with the biggest reward. The Employer requires that the final result of the work simulation and its time are measured – **1 unit**.
 - 6) **Device No. 6:** device for assessing manual efficiency, including coordination of the sight and upper limbs, including an assessment of the skills associated with work requiring a high precision of use of objects of size and shape that can be operated by hand without the use of force. The test is to consist of moving a component held by fingers along the indicated path, while automatically measuring the number of errors (crossing the path). The Employer requires that the time of execution of the task and number of errors are measured – **1 unit**.
7. Place of delivery of the subject of the contract: **Centralny Instytut Ochrony Pracy – Państwowy Instytut Badawczy, ul. Czerniakowska 16, 00-701 Warsaw;**
 8. Estimated budget of the contract: gross **PLN 100,000** (including all logistics costs).

9. Name and code according to the Common Procurement Vocabulary (CPV):
38296000-6 Test instruments

Chapter 4 – Date of contract performance

Date of completion of the subject of the contract: **within 6 weeks from the date of signing the contract.**

Chapter 5 – Information regarding partial and replacement offers

The Employer will not accept the possibility of submitting partial and replacement offers.

Chapter 6 – Description of the conditions of participation in the proceedings and a the method of their assessment, including the required documents confirming that conditions have been met (if required)

1. Contractors who fulfil the conditions for participation in the proceedings may apply for the award of the contract:
 - a) the competence or authorisations to pursue a particular professional activity, provided that this results from separate provisions;
The Employer does not impose specific requirements in respect of compliance with this condition;
 - b) the economic or financial situation enabling the subject of the contract to be carried out;
The Employer does not impose specific requirements in respect of compliance with this condition.
 - c) technical or professional capacity regarding the performance of the subject of the contract;
The Employer does not impose specific requirements in respect of compliance with this condition.

Chapter 7 — Information on how to communicate

1. Person authorised by the Employer to communicate with the Contractors: **Urszula Myszka**, address: urmys@ciop.pl.
2. In all correspondence addressed to the Employer by electronic means relating to this procedure, the case number and the name of the proceedings shall be indicated.

Chapter 8 – Term of validity of the tender

The Contractor shall be bound by the tender for a period of **30 days**. The period of validity of the tender shall begin with the expiry of the time limit for the submission of tenders.

Chapter 9 – Description of the manner of preparation of the tender

1. The Contractor shall prepare the tender in accordance with the requirements set out in the RFP.



2. The content of the tender must correspond to the content of this RFP.
3. The Contractor may submit only one tender.
4. The tender shall be prepared in Polish or English.
5. The tender should be signed by persons authorised to sign it in accordance with the principles of representation from a valid entry in the relevant registers/records or by proxy/attorneys in accordance with the scope of the attached written power of attorney. **If the authorisation does not result from publicly available registration data (entry in the National Court Register or Central Registration and Information on Business), a document must be attached confirming authorisation of the person(s) to sign the tender.**
6. Any modifications in the offer must be clearly legible and initialled by the person.
7. **The Employer requires that the tender contains at least:**

1)	Tender form – Appendix 1 to the RFP
2)	The product/price form – Appendix 1a to the RFP.
3)	Declaration on the absence of personal and capital links – Appendix 2 to the RFP
4)	Power of attorney – if applicable
5)	Document confirming authorisation of the person(s) to sign the tender – if applicable
6)	Information materials containing technical parameters of the device offered (e.g. catalogues, folders, technical specifications, etc.) – in Polish or English.

Chapter 10 – Place and date for submitting tenders

1. The tender shall be submitted by: 22. July 2019, 09:00 a.m. (the date and time of submission to CIOP-FOAM shall be decisive).
2. The tender may be submitted:
 - a) in writing at the Employer's registered office: **CIOP-PIB Sylwia Staroń, ul. Czerniakowska 16, 00-701 Warsaw – room 6 (ground floor) – Head Office**
 - b) or by e-mail (as an scanned copy of the signed offer and appendixes) to the address: sylsta@ciop.pl.
3. In the message subject/on the envelope indicate the RFP, i.e. **"Zapytanie ofertowe nr 10-TP-2019"** (English: "Request for Proposals No. 10-TP-2019").
4. Tenders received by the Employer after the time limit for submission of tenders shall be left without consideration.

Chapter 11 – Description of the method of calculating the price

1. The Contractor, taking into account all the requirements referred to in this RFP, shall include in the gross price for the performance of the subject of the contract all costs necessary for the proper performance of the subject of the contract and include other charges and taxes as well as any possible discounts and rebates.
2. The price quoted in the tender shall not be changed throughout the term of the contract.
3. The price shall be expressed in PLN, to two decimal places.
4. If the price offered is expressed in foreign currency (EUR and USD are permissible), the Employer shall convert the net price to PLN according to the average NBP exchange rate

- from the date of opening of the tenders. The prices expressed in PLN, plus the applicable VAT rate, will be evaluated according to the tender assessment criterion.
5. In the case of a Contractor from outside the European Union, the Employer shall ensure customs clearance of the subject of the contract. The Employer and the Contractor shall cooperate closely in order to speed up the customs clearance process as much as possible. The Contractor shall bear all financial consequences in the event of a retention of the subject of the contract by customs authorities due to the lack or completeness of the documents required.
 6. If an offer is submitted, the choice of which would result in a tax obligation of the Employer, in accordance with the provisions on value added tax, for assessing such a tender, the Employer shall add value added tax to the value specified in accordance with the above provisions. When submitting the tender, the Contractor shall inform the Employer whether the selection of the offer will lead to a tax obligation of the Employer, indicating the name (type) of the goods, the delivery of which will lead to its occurrence and indicating their value without the tax amount (Appendix No. 1 to the RFP - tender form item VI).

Chapter 12 – Description of the criteria to be followed by the Employer in the selection of the tender, together with specifying the weights of these criteria and the manner in which tenders are evaluated

1. In selecting the tender, the Employer shall follow the following criteria:

CRITERION	weight	CALCULATION METHOD
Price offered [gross value]	65%	<p>The Employer shall assess the criterion in question on the basis of the values indicated by the Contractor in clause. II of the Tender form.</p> <p style="text-align: center;">Point value = 65 * C_{min}/C_n</p> <p>C_{min} - lowest price from the tenders submitted C_n - price of the studied tender</p> <p>The maximum number of points to be obtained by the Contractor in a given criterion is 65</p>
Use of devices in Poland	30%	<p>The Employer shall assess the criterion on the basis of the information specified by the Contractor in point IV of the Tender form.</p> <p style="text-align: center;">Scoring rules:</p> <ol style="list-style-type: none"> 1) 2 or more research centres in Poland using at least 3 (each individually) of the devices described in the tender – 30 points. 2) 1 research centre in Poland using at least 3 of the devices described in the tender – 15 points; 3) No research centres in Poland using the offered devices – 0 points. <p>The maximum number of points to be obtained by the Contractor in a given criterion is 30</p>

<p>Social aspects – Employment of disabled people¹</p>	<p>5%</p>	<p>The Employer shall assess the criterion in question on the basis of the Contractor's statement submitted in point V of the Tender form.</p> <p style="text-align: center;">Scoring rules:</p> <p>1) employment of 1 or more people with disabilities – 5 points; 2) No employment of disabled people – 0 points.</p> <p>The maximum number of points to be obtained by the Contractor in a given criterion is 5.</p>
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2. The calculations shall be made to two decimal places.
3. The tender which obtains the highest number of points in the above evaluation criteria shall be deemed to be the most advantageous tender, the remaining tenders shall be classified according to the number of points obtained.
4. If the most advantageous tender cannot be selected because two or more tenders obtain the same number of points, the Employer shall select a tender with the lowest price from among those bids and if tenders of the same value (price) have been submitted, the Employer shall invite Contractors who submitted these tenders to submit additional tender within a time limit set by the Employer.
5. The Contractors submitting additional tenders may not offer prices higher than those offered in the tenders submitted.
6. The Contractor's tender which offers a warranty period of less than 12 months shall be deemed to be incompatible with the RFP and rejected.

Chapter 13 — Exclusion information

1. Persons who are linked to the Employer personally or financially shall be excluded from participation in the proceedings. Capital or personal links shall mean mutual links between the Employer or persons authorised to incur obligations on behalf of the Employer or persons performing activities related to the preparation of the Contractor's selection procedure and the Contractor on behalf of the Employer, in particular:
 - a) participation in the company as a partner of a partnership;
 - b) holding at least 10% of shares or stock;
 - c) acting as a member of the supervisory or management authority, proxy, power of attorney;
 - d) being a spouse, in a direct or secondary kinship up to second degree or in respect of adoption, care or guardianship.
2. In order to indicate the absence of grounds for exclusion, the Contractor shall submit a statement, the template of which constitutes Appendix No. 2 to the RFP.
3. Contractors who do not submit a statement on the absence of grounds for exclusion shall be rejected for formal reasons.

Chapter 14 – Rejection of the tender

¹By a disabled person, the Employer understands a person who satisfies the conditions for obtaining the status of disability as defined in the act of 27 August 1997 on professional and social rehabilitation and the employment of disabled persons (Journal of laws of 2018, item 511, as amended) or in the relevant legislation of the Member States of the European Union, the European Economic Area or countries with which the EU has concluded agreements on equal treatment of entrepreneurs in access to public procurements; the status of disabled person is determined by a disability decision made by the disability committee, or a decision on the total or partial inability to work by a decision physician of the Social Insurance Institution.



1. A Contractor's tender will be rejected in this proceeding, which:
 - a) submits a tender which is not comply to the content of this RFP,
 - b) provides false information,
 - c) does not meet the conditions for participation in the proceedings,
 - d) submitted a tender after the time limit for submission of tenders.

Chapter 15 – Information regarding GDPR

1. Information clause in Article 13 of GDPR related to this public procurement award proceedings

Pursuant to 13(1)(2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJEU L 119 from 4 May 2016, p. 1), hereinafter referred to as “GDPR”, please be informed as follows:

- 1) Your personal data is controlled by the Central Institute for Labour Protection - National Research Institute, address of the registered office: ul. Czerniakowska 16, 00-701 Warsaw
- 2) The controller of personal data has appointed a data protection officer supervising the correctness of the processing of personal data, which can be contacted via an e-mail address: iod@ciop.pl;
- 3) Your personal data will be processed on the basis of Article 6(1c) of GDPR for the purpose of public procurement procedure No. **10-TP-2019** for “**Purchase of equipment for assessing human physical and functional capacity**”;
- 4) Recipients of your personal data will be the persons or entities to whom the proceedings documentation will be made available on the basis of Article 8 and Article 96(3) of the Public Procurement Act;
- 5) In the case of personal data posted by the Employer in the Public Procurement Bulletin, the President of the Public Procurement Office shall ensure technical maintenance of the system and determine the period of retention of personal data in the Public Procurement Bulletin.
- 6) The principle of disclosure shall apply to all personal data, except for the data referred to in Article 9 of GDPR.
- 7) With regard to personal data in the category of sensitive data relating to judgments of conviction referred to in Article 10 of GDPR, the Employer shall only make available those data in a situation where disclosure is necessary **to enable legal remedies to be exercised until the time limit for their submission is available.**
- 8) Your personal data will be stored, in accordance with Article 97 of the Public Procurement Act, for the period of 4 years from the date of completion of the award procedure and, if the duration of the contract exceeds 4 years, the storage period shall cover the entire duration of the contract;
- 9) your obligation to provide your personal data directly relating you is the statutory requirement laid down in the provisions of the Public Procurement Act, related to participation in the public procurement procedure; the consequences of failure to provide certain data are derived from the Public Procurement Act;
- 10) in respect of your personal data, decisions shall not be taken by automated means, according to Article 22 of GDPR;
- 11) you have the following rights:
 - a) pursuant to Article 15 of GDPR, you have the right to access your personal data regarding you;

(If the performance of this obligation requires a disproportionate effort, the Employer may request a person to whom the data relates, to indicate additional information aimed at clarifying the request, in particular the name or the date of the public procurement procedure).

- b) Pursuant to Article 16 of GDPR, the right to rectify your personal data *(the exercise of the right to rectification may not result in a change in the outcome of the public procurement procedure or the modification of the provisions of the contract in the scope inconsistent with the Public Procurement Act and may not violate the integrity of the protocol and its appendixes);*
pursuant to Article 18 of GDPR, the right to request the controller to restrict the processing of personal data, subject to the cases referred to in Article 18 of GDPR *(the right to restrict processing, does not restrict the processing of personal data until the completion of the public procurement procedure. From the date of completion of the procurement procedure, where the request referred to in Article 18 of GDPR, causes a limitation on the processing of personal data contained in the protocol and the appendixes to the protocol, the employer shall not make the data contained in the protocol and the Appendixes to the protocol, unless there are premises as referred to in Article 18(2) of GDPR).*
- c) the right to lodge a complaint to the Personal Data Protection Office President, when you consider that the processing of personal data relating to you constitutes a violation of GDPR;
- 12) you are not entitled to the following:
- in relation to Article 17(2)(b)(d) or (e), the right to delete personal data;
 - the right to transfer personal data as referred to in Article 20 of GDPR;
 - pursuant to Article 21 of GDPR, the right to objection, in respect of the processing of personal data, as the legitimate interest for the processing of your personal data is constituted by Article 6(1c) of GDPR.**
- 13) In the event of disclosure of personal data of its employees, proxies, board members, shareholders, co-workers, business partners, suppliers, actual beneficiaries or other people to CIOP-BIP by an Entity taking part in this procurement procedure, being the addressee of this document, CIOP-PIB hereby requests to notify such persons:
- about the scope of personal data relating to these persons provided to CIP-PIB,
 - about the fact that CIOP-PIB is the controller of their personal data and that it processes personal data on the basis of principles set forth above,
 - about the fact that the above entity is the source from which CIOP-PIB collected their data.

Chapter 16 – Contract award procedure

- The Employer reserves the right to cancel the proceedings without stating the reason.
- The Employer shall award the contract to the Contractor whose tender is deemed to be the most advantageous one after evaluation of the tenders in accordance with the rules described in Chapter 12, and which is not subject to exclusion and fulfils the conditions for participation in the proceedings.
- The Contractor whose tender is selected as the most advantageous one shall be informed of the date of the negotiations or the concluding the contract.
- The selected Contractor is obliged to enter into a contract, the terms of which are specified in the draft contract constituting Appendix No. 3 hereto.
- The Contractor shall provide to the Employer, a proof of employment of disabled persons (if applicable), on the date of signing the contract at the latest.
- In the event that the selected Contractor refrains from signing the contract with the Employer, it is possible to sign a contract with another Contractor who has obtained the second highest number of points in the award procedure.

7. The contract may be signed by the person authorised to represent the Contractor on behalf of the Contractor.

Chapter 17 - Appendixes

Appendix No.	Appendix Name
1	Tender form
1a	Product and price form
2	Declaration on the absence of personal and capital links
3	Draft contract

Appendix 1 to the RFP

Employer:
**CENTRAL INSTITUTE FOR LABOUR
PROTECTION-**
– National Research Institute
ul. Czerniakowska 16
00-701 Warsaw

TENDER FORM

TENDER in the award procedure to which the provisions of the public procurement law do not apply, regarding:

**“PURCHASE OF EQUIPMENT FOR ASSESSING HUMAN PHYSICAL AND
FUNCTIONAL CAPACITY”**
case No.: 10-TP-2019

I. CONTRACTOR'S DATA:

Contractor's name:

.....

Address or registered office

.....

National Court Register number (if applicable)

.....

TAX ID No. (if applicable):

.....

Person authorised to contact the Employer

1) Name and surname:

2) tel.:

3) e-mail address:

Bank account number, to which the Contractor shall be remunerated, in the event of signing the contract

.....

II. TOTAL BID PRICE (according to the product and price form from Appendix No. 1a to the RFP)

Net value	PLN	say:
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VAT	(... ..% VAT) PLN	say:
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Gross value	PLN	say:
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I offer a -month* warranty period for the offered subject of the contract (minimum 12 months)

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* in the event of failure to fill in the Section on the proposed term of the warranty, the Employer shall consider that the Contractor offers



a 12-month warranty period.

** the Contractor's tender, which offers a warranty period of less than 12 months shall be rejected due to non-compliance with the RFP.

III. WE DECLARE THAT:

- 1) all costs of performing the contract and the performance of a future contractual provision are included in the tender price;
- 2) we have read the provisions of this Agreement and we commit ourselves, in the case of choosing our offer, to conclude the contract on specified terms and time limit indicated by the Employer;
- 3) we have read the RFP along with the Appendixes, we accept them in full and we do not raise any objections thereto;
- 4) we are bound by this offer for a period of 30 days from the date of expiry of the deadline for submission of bids.
- 5) if our offer is selected, we indicate the following persons to be included in the contract as the Contractor's representation, in accordance with the entry in Central Registration and Information on Business/National Court Register/granted power of attorney*:
 - ✓ Name and surname -
 - ✓ role/function
- 6) Along with the offer, we submit the following statements and documents:
.....
- 7) we have completed the information obligation provided for in Article 13 or Article 14 of GDPR relating to natural persons from whom I obtained personal data directly or indirectly for the purpose of the award of public procurement in this proceeding.²

*Delete as necessary

IV. ASSESSMENT CRITERIA — USE OF DEVICES IN POLAND

No	Test Centre name	Subject of the contract	Name/model
1.		1.	1.
		2.	2.
		3.	3.
2.		1.	1.
		2.	2.
		3.	3.
...		1.	1.
		2.	2.
		3.	3.

Note! If this table is not completed, the Contractor shall receive 0 points in this criterion.

V. EVALUATION CRITERIA – SOCIAL ASPECT

When submitting the tender regarding this procurement, **I hereby declare** (mark as necessary):

- that I hire 1 or more people with disabilities*
- I do not hire any disabled person*

*By a disabled person, the Employer understands a person who satisfies the conditions for obtaining the status of disability as defined in the act of 27 August 1997 on professional and social rehabilitation and the employment of disabled persons (Journal of laws of 2018, item 511, as amended) or in the relevant legislation of the Member States of the European Union, the European Economic Area or countries with which the EU has concluded agreements on equal treatment of entrepreneurs in access to public procurements; the status of disabled person is determined by a disability decision made by the disability committee, or a decision on the total or partial inability to work by a decision physician of the Social Insurance Institution.

Note! Failure to make a statement shall be deemed to be the Contractor's intention to perform the contract without hiring a disabled person. In this case, the Contractor will receive 0 points in this criterion.

VI. TAX OBLIGATION

By submitting this tender, we declare that the selection of the tender:

²In the event that the Contractor does not transfer personal data other than directly related to it, or there is an exclusion of the application of the information obligation pursuant to Article 13 or Article 14 of GDPR, the Contractor shall not submit the respective declaration content (removal of the content of the declaration, e.g. by its deletion).



- **shall not lead to a tax obligation on the part of the Employer**, in accordance with the provisions on value added tax, which would have been required to be settled by the Employer*;
- **shall lead to a tax obligation on the part of the Employer**, in accordance with the provisions on value added tax, which would have been required to be settled by the Employer due to the following*:

- 1) intra-Community acquisition of goods*,
- 2) the reverse charge mechanism referred to in Article 17 item 1 point 7 of the VAT Act*,
- 3) import of services or import of goods with which an obligation of the Employer applying VAT occurs when comparing tender prices*

in the following scope:

I indicate the name (type) of the goods or services the supply or provision of which will lead to creating an obligation and indicate their value without a tax amount:

PLN -

NOTE! If the above information is not indicated by the Contractor, the Employer shall deem that choosing the Contractor's tender will not lead to a tax obligation on the part of the Employer, in accordance with the provisions on value added tax, which would have been required to be settled by the Employer.

**Delete as necessary*

VII. SIGNATURE AND SEAL OF CONTRACTOR

<p>..... (place, date)</p>	<p>..... (Signature of the Contractor/Proxy)</p>
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Appendix No 1a to RFP

Product and price form for a device for assessing human physical and functional capacity.³

Subject of the contract (as described in Chapter 3 item 6)	Name/Model/Manufacturer	Year of production (not older than 2018)	Quantity	Currency	Net unit price (1 unit)	VAT rate (%)	Gross unit price (1 unit)	Net value	Gross value
Device No. 1			2 units						
Device No. 2			1 unit						
Device No. 3			1 unit						
Device No. 4			1 unit						
Device No. 5			1 unit						
Device No. 6			1 unit						
TOTAL									

.....
(place and date)

.....
(Signature of the Contractor/ Proxy)

³The boxes marked in grey shall be filled out by the Contractor.



Appendix No. 2 to RFP

....., date:

Declaration on the absence of personal and capital links

I, the undersigned,

.....

representing company

I declare that **I am/I am not** related personally or financially with the Employer.⁴ Personal or capital links shall mean mutual links between persons authorised to incur obligations on behalf of the Employer or persons performing activities related to the preparation of the Contractor's selection procedure and on behalf of the Employer, in particular:

- a) participation in the company as a partner of a partnership;
- b) holding at least 10% of shares or stock;
- c) acting as a member of the supervisory or management authority, proxy, power of attorney;
- d) being a spouse, in a direct or secondary kinship up to second degree or in respect of adoption, care or guardianship.

.....
(signature of authorised representative of the Contractor and seal)

⁴Delete as necessary.