

Warsaw, on 06 June 2022

REQUEST FOR QUOTATION

Regarding: Purchase of Collimator and Blackbody.

Procedure No.: PCO/973/IKO/2022

PCO S.A. with its registered office in Warsaw, applying the principle of competitiveness, invites you to submit an offer within the meaning of Article 66 of the Civil Code. The bidding procedure is not conducted based on the provisions of the Act of 11 September 2019 Public Procurement Law [Prawo Zamówień Publicznych].

1. THE ORDERING PARTY

PCO S.A. with its registered office in Warsaw

Address: ul. Jana Nowaka Jeziorańskiego 28, 03-982 Warsaw

District Court for the capital city of Warsaw in Warsaw [Sąd Rejonowy dla m. st. Warszawy w Warszawie]

KRS [National Court Register] No.: 0000169830, NIP [Tax Identification Number]: 525-000-08-25,

BDO [Waste Management Database]: 000018725

share capital: PLN 32,024,620 (fully paid up)

2. INFORMATION ON PERSONAL DATA PROTECTION

Pursuant to Articles 13.1 and 13.2 of the 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) (Official Journal of the EU L 119 of 4 May 2016), hereinafter: the “**GDPR**”, we hereby inform you that:

- 1) the Ordering Party is the controller of personal data processed in the bidding procedure, referred to in this clause as the “Controller”;
- 2) the Controller can be contacted by regular mail sent to the postal address of the Ordering Party’s registered office or by email sent to the designated Data Protection Officer at the following address: iod@pcosa.com.pl ;
- 3) personal data of employees, associates, subcontractors and representatives of the bidder are provided to the Controller by the bidder in connection with the participation in the bidding procedure and therefore the Ordering Party processes the following categories of personal data: identification data and contact data;
- 4) purposes and legal basis for the processing of personal data:
 - a) Article 6(1)(b) of the GDPR for purposes related to the conclusion of an agreement, and in relation to the selected bid also for its implementation,
 - b) Article 6(1)(f) of the GDPR for the purpose of pursuing the legitimate interests of the Ordering Party consisting in: contacting the bidder and contact persons indicated by the bidder and implementation of the current bidding procedure and future procedures, verification of indicated subcontractors, verification of the identity of persons entering the

- Ordering Party's premises; the assertion of claims and defense against claims, and for archiving purposes,
- c) with regard to the bid that will be selected, the legal basis for the processing is also provided by Article 6(1)(c) of the GDPR in connection with Article 74 of the Accounting Act [*Ustawa o rachunkowości*] of 29 September 1994, as well as Article 70 of the Tax Ordinance Act [*Ordynacja Podatkowa*] of 29 August 1997, i.e. the data are processed for the tax and accounting purposes;
 - 5) providing personal data is voluntary, but it is a condition for participation in this procedure;
 - 6) the anticipated recipients of personal data may be entities supporting the Ordering Party's activities, i.e. service technicians and suppliers of IT systems, including IT equipment on which these data are processed, law firms and tax advisory firms, consulting companies and auditors, postal operators and courier companies, server providers and suppliers - including companies operating these servers, debt collection companies. Personal data may be transferred to members of the PGZ Capital Group, including posted in the offer database administered by PGZ S.A.;
 - 7) personal data will not be subject to automated decision making, including profiling as referred to in Article 22(1) of the GDPR and will not be transferred outside the European Economic Area;
 - 8) personal data will be retained for the entire duration of the procedure in question, and for a period of 5 years thereafter. With regard to the successful bid, the period of 5 years shall be counted from the beginning of the year following the financial year in which the operations and transactions related to the procedure in question were finally completed, paid off, settled or time-barred. In the event that a claim is submitted to the Ordering Party or there is a claim related to the procedure on the Ordering Party's side, the data may be processed for the whole duration of pursuing these claims or defending against them;
 - 9) data subjects have the right to access their data and the right to rectify, erase, restrict processing of their data, and in some situations they also have the right to data portability and the right to object to data processing thereof. They also have a right to lodge a complaint with the supervisory authority, which is the President of the Office for Personal Data Protection [*Prezes Urzędu Ochrony Danych Osobowych*] (address: 00-193 Warsaw, ul. Stawki 2).

The bidder is obliged to make all persons acting for the bidder, whose data will be made available to the Ordering Party, familiar with the content of the above information clause regarding the processing of personal data. The Ordering Party reserves the right to request the bidder to provide evidence of the fulfillment of the above obligation within a period of 5 years counted from the end of this procedure.

3. DESCRIPTION OF THE SUBJECT MATTER OF THE CONTRACT

The Ordering Party invites bids for the sale of an **Off-Axis Reflective Collimator and a corresponding Blackbody** along with the complementary services.

3.1. Parameters of the object of the Contract:

3.1.1. Obligatory requirements.

Off-axis reflective collimator:

- Collimator type: off-axis, reflective
- Spectral range: 0.4 μm to 15 μm
- Aperture: not less than 50 mm
- Focal length: not less than 260 mm
- Field of view: not less than 2.8°
- Number of tests: 1
- Operating temperature range: 10°C to 35°C
- Resolution: on axis diffraction limit
- Acceleration endurance of not less than 600 deg/s^2 , while maintaining the position of the collimator axis with an accuracy of ± 10 mrad
- Weight below 30 kg
- Compatible with the blackbody integrated with the illuminator specified below

Blackbody integrated with visible light illumination and controller:

- ΔT temperature setting (difference between test and background temperature) of approximately 5K and 25K with $\pm 20\%$ accuracy
- Azimuth and elevation test position adjustment for zeroing the position of the center of the cross relative to the external mechanical base within $\pm 1^\circ$
- Illumination and variable intensity adjustment of the test light in the visible light (white light)
- Switching between blackbody (IR) and illuminator (VIS) mode
- Acceleration endurance not less than 600 deg/s^2
- Weight below 5 kg
- Compatible with the collimator specified above.

3.1.2. Additional requirements included in the scoring:

None.

3.1.3. Complementary services

- assembly, installation and start-up - in accordance with the model agreement constituting **Appendix No. 1** to this Request
- training on the collimator's handling and operation: training for 5 persons, at the Ordering Party's premises

3.1.4. Miscellaneous:

The bidder shall provide, at his own expense, technical and operating documentation, including:

- operating manual and safety instructions - in Polish, in both printed and electronic form,
- maintenance and servicing instructions - in Polish, in both printed and electronic form.

Equipment must be CE-marked and have an EC declaration of conformity.

The bid should include the configuration and installation drawing and information on weight and dimensions, its power supply requirements and any other installation requirements.

3.2. Contract performance date.

The Ordering Party expects the contract to be completed within the deadline proposed in the bid, but not later than **12 weeks** from the date of the conclusion of the agreement. The proposed deadline shall be deemed to have been met if a final acceptance report is signed without reservations before the deadline expires.

3.3. Delivery and acceptance conditions.

In accordance with the model agreement attached as **Appendix no. 1** to this Request.

3.4. Warranty period and scope.

Minimum **24 months** counted from the date of signing the final acceptance report. In other respects, in accordance with the model agreement attached as **Appendix no. 1** to this Request.

3.5. Post-warranty service conditions.

In accordance with the model agreement attached as **Appendix no. 1** to this Request

3.6. Terms of payment

In accordance with the model agreement attached as **Appendix no. 1** to this Request.

4. BID PREPARATION

A bidder who is capable of performing the contract described above should submit a bid to the Ordering Party in accordance with this Request and providing at least the following information:

- 1) name, address and Tax ID [NIP if registered in Poland] of the bidder;
- 2) manufacturer's details and specification of the offered Equipment (type / model)
- 3) in the case of a commercial agency - a document issued by the manufacturer confirming the scope of the agency;
- 4) technical specification of the offered Equipment confirming the fulfilment of obligatory requirements indicated in point 3.1.1. of this Request;
- 5) specification of the fulfilled additional requirements included in the scoring according to the point. 3.1.2. of this Request;
- 6) the net price (to which VAT shall be added according to the applicable regulations) broken down into the price of the offered goods and remuneration for individual complementary services (with the training services broken down into each of the items specified in point 3.1.3. of this Request);
- 7) deadline for performance of the contract;
- 8) warranty period;

- 9) terms of payment;
- 10) a declaration stating that the submitted document constitutes an offer within the meaning of the Civil Code and containing the bidder's commitment, during the validity period of the bid and in the event of its acceptance by the Ordering Party, to conclude an agreement on the terms specified in this Request for Quotation, in the model agreement attached as **Appendix no. 1** to this Request for Quotation and in the bid;
- 11) documents certifying that the bid signatories are authorised to represent the bidder.

The bid shall bear the bidder's company stamp and shall be signed by a person authorized to act on behalf of the bidder, with a name stamp affixed if the signature is illegible.

The bid should be valid for a minimum of 90 days after the date of its submission.

5. DEADLINE, PLACE AND METHOD OF SUBMISSION OF THE BIDS

- 5.1. A written bid must be submitted by courier, regular mail or in person, by **3:00 p.m. on June 20, 2022**, and must be marked as follows: *"Bid under procedure number PCO/973/IKO/2022 Do not open without authorization."*
- 5.2. Bids not complying with this Request for Quotation, in particular those which do not meet the formal requirements specified in point 4, or the bids received by the Ordering Party after the deadline, shall be rejected without consideration.
- 5.3. During the examination and evaluation of bids, the Ordering Party may request clarifications and additions to the contents of submitted bids by the bidder, under pain of rejection. The supplements cannot be aimed at changing any significant elements of the bid.
- 5.4. Until the expiry of the deadline for submission of bids, the Ordering Party shall allow bidders to submit queries about this procedure containing requests (with a justification) to clarify, explain or modify certain conditions of the procedure, including elements of the model agreement.

6. SOURCES OF ADDITIONAL INFORMATION ON THE CONTRACT

Additional information on the contract may be obtained by phone or email from:

1. Katarzyna Łyszczarczyk, Tel.: +48 22 381 77 52,
Email: katarzyna.lyszczarczyk@pcosa.com.pl – for formal matters
2. Szymon Korotko Tel.: +48 22 381 77 85,
Email: szymon.korotko@pcosa.com.pl – for technical matters;

7. BID EVALUATION CRITERIA

The Ordering Party shall select the most economically advantageous bid based on the following criteria (*adjust as needed*):

- | | |
|-------------------------|---------------------|
| 1) net price | – 75% (75 points.); |
| 2) performance deadline | – 20% (20 points); |
| 3) terms of payment | – 5% (5 points). |

Within the "net price" criterion, the Ordering Party shall award points for the net price offered, according to the following formula:

$$\text{Score} = \frac{\text{minimum net price offered in the procedure}}{\text{net price offered by the currently evaluated bid}} \times 75$$

Within the "performance deadline" criterion, the Ordering Party shall award points for the offered performance deadline (counted in weeks from the date of the conclusion of the agreement to the date of signing the final acceptance report without reservations), according to the following formula:

$$\text{Score} = \frac{\text{the shortest performance deadline offered in the procedure}}{\text{performance deadline offered by the currently evaluated bid}} \times 20$$

Within the "terms of payment" criterion, the Ordering Party shall award points for the terms of payment expected by the Bidder in such a manner that an offer fully meeting the Ordering Party's requirements as specified in point 3.5 of this Request for Quotation shall be awarded 5 points, whereas any offer which fails to fully meet the requirements shall be awarded 0 points.

The Ordering Party reserves the right to verify the veracity of the statements contained in the bid by a given bidder, including the right to request additional documents.

8. SELECTION OF THE MOST ADVANTAGEOUS BID

The most advantageous bid shall be deemed to be the bid meeting the Ordering Party's requirements specified in point 4 of this Request, which obtained the highest total number of points according to the provided parameters (the highest final bid score). After the selection of the most advantageous bid, based on the criteria specified in point 7 of this Request, the Ordering Party shall notify all bidders.

The Ordering Party shall invite the bidder whose bid meets all the above mentioned requirements and will be evaluated as the most advantageous one based on the evaluation criteria given above to conclude an agreement on the terms set out in the model agreement attached as **Appendix no. 1** to this Request for Quotation, taking into account the bidder's terms and conditions contained in his bid.

Should the selected bidder evade entering into an agreement within 14 days from the date the agreement is handed over to the bidder to sign, the Ordering Party reserves the right to select the most advantageous bid from among the remaining bids submitted, which does not exclude the liability for damages of the bidder evading entering into an agreement.

Until the conclusion of the agreement with the selected bidder, **the Ordering Party reserves the right to cancel the procedure or to change its conditions in any way it chooses, without providing any reason. The Ordering Party's decisions made in the course of the procedure shall not be subject to appeal.**

Appendices:

1. Appendix no 1. – model agreement