

Szczecin, 14th of June 2019

**ENQUIRY FOR QUOTATION
No. ZO022-2019-1.1.1_POIR**

The enquiry for quotation concerning **election an aircraft (1 piece) supplier**, under the project: "Research and development on the prototype technology of the multi-sensor aviation diagnostic station, enabling large-scale inventory and parameterization of vegetation" (project number: POIR.01.01.01-00-1071/17).

Project co-financed by the European Union from the European Regional Development Fund under the Intelligent Development Operational Program. Project implemented as part of the National Center for Research and Development competition - Priority axis: Support for conducting R&D works by enterprises, Measure 1.1: R&D projects of enterprises, Sub-measure 1.1.1: Industrial research and development works carried out by enterprises.

The proceeding is being conducted in the mode of an enquiry for quotation, observing the principle of fair competition and equal treatment of Contractors, and in accordance with the conditions and procedures set out in the Guidelines on eligibility of expenditure in the field of the European Regional Development Fund, European Social Development Fund and Cohesion Fund for 2014 - 2020 within Measure 1.1 OP IR. The provisions of the Act of 29th of January 2004 Public Procurement Law (Journal of Laws 2017, pos. 1579, as amended) do not apply to this enquiry for quotations.

I. ORDERING PARTY

GISPRO Spółka z ograniczoną odpowiedzialnością
ul. Teofila Firlika 19, 71-637 Szczecin

tax ID: 9552179786,
REGON: 320253489,
KRS: 0000263456

tel. +48 91 423 41 81
fax. +48 91 423 41 83



II. CONTRACT AWARDING PROCEDURE AND DETERMINATION OF CPV CODES OF THE ORDER:

Contract awarding procedure: Bidding in accordance with the principle of competitiveness, in accordance with the conditions and procedures laid down in the scope of the European Regional Development Fund, the European Social Development Fund and the Cohesion Fund for 2014 – 2020.

In accordance with the appraisal No. SZ024-2018-1.1.1_POIR carried out from 10/06/2019 to 13/06.2019, the Ordering Party estimated the value of the order below the threshold of 209 000 euro.

Common Procurement Vocabulary (CPV) codes:

34711100-5: Airplanes

III. DESCRIPTION OF THE EXECUTED PROJECT:

The main purpose of the project is to develop a prototype multi-sensory technology of the aviation diagnostic station, enabling large-scale inventory and parameterization of vegetation. The purpose of the works on individual stages of the project is the synchronization of spectral-spatial sensors, development of photogrammetric keys for the inventory and parameterization of vegetation, adaptation of the aviation diagnostic station to the developed design assumptions and performance of prototype validation based on inventory work in real conditions.

IV. DESCRIPTION OF THE SUBJECT OF THE ORDER

1. The subject of the order is **an aircraft rental service - 1 piece for 1 month** – with parameters not worse than:
 - high wing,
 - single or multi engine,
 - mission endurance more than 4 flight hours,
 - power supply 28V/35A,
 - min. ne aero photogrammetric hatch,
 - useful load more than 200 kg.
2. General requirements for the description of the subject of the order:
 - a. Free transport to the ordering party or protection of the product during transport.
3. Detailed information about the subject of the order are included in Annex No. 2 to this Enquiry for quotation.

V. DEADLINE FOR EXECUTION OF THE ORDER

1. Start: on the day of signing the agreement.

2. The deadline for implementing the subject of the enquiry is: 7 days from the day of signing the contract
3. The period of being bound by the offer: 60 days from the deadline for submission of offers.

VI. CONDITIONS FOR PARTICIPATION IN THE PROCEDURE

Only entities that meet the following conditions may participate in this selection procedure. Offers submitted by potential suppliers who do not meet the following conditions will be rejected:

1. Tenderers who meet the following conditions may apply for the award of the order:
 - a. Have qualifications to perform specific activity or activities, if the laws impose an obligation to have such qualifications.
 - b. They have the necessary knowledge and experience in the area covered by the subject of enquiry.
The condition will be met if the Contractor shows that during the last three years before the deadline for submission of tenders he has performed at least two services that meet the following requirements: a service consisting in the rental of aircraft for the purposes of obtaining data from aerial laser scanning and aerial photographs.
 - c. Have the technical potential necessary to perform the order.
 - d. Have a personnel potential capable of performing the order.
 - e. They are in an economic and financial situation that ensures the performance of the order.

In order to demonstrate the fulfilment of the conditions for participation in the procedure, each Bidder should submit a completed and signed Bid Form constituting Annex No. 1 in which he declares that he fulfils all the conditions for participation mentioned in the procedure. Evaluation of meeting the conditions for participation in the procedure will take place in the "meets"/"does not meet" formula on the basis of statements made by the Bidder.

In addition, in order to meet the conditions for participation in the proceedings, the Tenderer is obliged to submit documents confirming the performance of the services indicated in paragraph VI, point 1, subsection b.

2. The Ordering Party guarantees himself the right to request delivery of documents confirming fulfilment of the conditions in accordance with point VI from each Bidder who submits a valid offer. The documents must be supplemented within 3 working days.
3. Submission of the offer by the Bidder is fully synonymous with the acceptance of all the records and conditions presented by the Ordering Party in this enquiry for quotations and covering all attachments to this enquiry for quotations and they are not subject to any changes and subsequent negotiations between the parties.
4. Submission of the offer by the Bidder means acceptance of explanations and information provided by the Ordering Party under this procedure.

5. An offer that does not meet the above conditions is subject to rejection.

VII. DESCRIPTION OF THE METHOD OF PREPARATION OF THE OFFER

1. The offer may be submitted only on the offer form, constituting annex no.1 to this enquiry, in Polish in written form.
2. The offer should include:
 - a. name and address of the bidder (full company name, address, tax identification number, registration number, contact details together with data of the contact person with regard to the offer),
 - b. prices are given in net value in Annex 1 attached to the enquiry,
 - c. the date of submission of the offer,
 - d. the period of being bound by the offer (not shorter than 60 days),
3. The submitted offer must be accompanied by:
 - a. offer Form – annex 1,
 - b. declaration on the lack of capital and personal connections – annex 3,
 - c. technical specification of the subject of the contract containing the minimum specified elements included in the entire subject of the enquiry together with individual prices. The total price must be consistent with the amount given on the offer form (Annex 1 to the enquiry for quotations),
 - d. declaration on the authorization to represent – annex 4,
 - e. documents confirming the performance of the services indicated in paragraph VI, point 1, subsection b.
4. Documents prepared in a foreign language should be submitted together with a translation into Polish, signed in accordance with point. V.
5. The Bidder should enclose all declarations and other required documents confirming that the conditions for participation in the proceedings are met, required by the provisions of the request for proposal.
6. The offer should be signed by the authorized representative of the Bidder, and all its pages initialled. If the right to represent the person signing the offer does not result from the attached registration document, the offer should be accompanied by a power of attorney in the original or in the form of a notarized copy.
7. Any corrections in the content of the offer must be initialled by the person signing the Offer.
8. The costs associated with the preparation and submission of the offer shall be borne by the Bidder.
9. The proposed price must include all costs related to the performance of the order.
10. The Ordering Party may, in the course of evaluating and examining the offers, request the Bidders participating in the procedure to supplement the offer or submit explanations.

VIII. INFORMATION ON THE SCOPE OF EXCLUSION OF BIDDERS FROM PARTICIPATION IN THE PROCEDURE

In order to avoid a conflict of interest, the public order cannot be awarded to an entity related to the Ordering Party, either personally or by capital, therefore the Bidder is obliged to provide a statement constituting Annex 4 to this RFP with the offer.

By capital or personal connections one means the interrelationship between the Ordering Party or persons authorized to incur liabilities on behalf of the Ordering Party or persons performing on behalf of the Ordering Party activities related to the preparation and conduct of the supplier selection procedure and the supplier, consisting in particular of:

- participating in the company as a partner in a civil partnership or personal partnership,
- holding at least 10% of shares or stocks,
- performing the function of a member of the supervisory or management body, proxy, attorney,
- being married, in a direct relationship or affinity, second degree affinity or second degree relationship in the secondary kinship or in relation to adoption, care or guardianship.

The Ordering Party will assess the fulfilment by the Contractor of the above-mentioned condition for participation in the procedure according to the meets/does not meet formula - on the basis of a statement submitted by the Bidder. In the case of submitting an offer by an entity affiliated by capital or personally with the Ordering Party, he will be excluded from participation in the procedure.

IX. PLACE AND TIME FOR SUBMITTING AND OPENING THE OFFERS

1. The offer should be delivered:
 - a. by post or courier to the address of the Ordering Party provided in point I. Estimated value of the order or
 - b. submitted personally to the address of the enquiry for quotation provided in point I. Estimated value of the order or
 - c. in electronic form in the form of a scan to the address badania@gispro.pl.
2. **The deadline for submitting the offers expires on 21/06/2019** (the date of receipt by the Ordering Party is taken into account).
3. Offers submitted after the deadline will not be considered and will be returned to Bidders. By submitting an offer within the set time limit, it is necessary to provide the Ordering Party with an offer to the above-mentioned place before the deadline expires. The date of the postmark does not determine whether the offer was submitted on time.
4. The Bidder may change, complete or withdraw his offer before the deadline for submitting the offers. Changes or withdrawals of the offer are effective only if they have been submitted before the deadline for submission of offers.
5. The deadline for the opening of offers: 24/06/2019 at 12.00 at the headquarters of the Employer.



6. The opening of the offers is open to the Bidders.
7. In the course of examination and evaluation of offers, the Ordering Party may require the Bidders to clarify/supplement deficiencies/correct errors regarding the content of submitted offers, setting a suitable date and scope of explanations required for this purpose. Failure to meet the set deadline will result in the offer being rejected.
8. The offer will be rejected if its content does not correspond to the content of this Enquiry for quotation, and in particular if it does not meet the order specification set out in Annex 2 to this Enquiry for quotation.
9. In justified cases, the Ordering Party reserves the right to:
 - a. make changes to the terms of the order;
 - b. end the procedure without choosing the Contractor;
 - c. annulment of the procedure.
10. In justified cases, the Ordering Party may, before the deadline for submission of the offers, modify the content of the enquiry for quotations by setting a new deadline for submitting offers not shorter than 7 days. All modifications, additions and arrangements as well as changes, including changes to dates, become an integral part of the enquiry for quotations and will be binding when submitting the offers. All rights and obligations of the Ordering Party and Bidders regarding predefined dates will be subject to a new deadline. In this case, each of the Bidders will have the right to change the offer already submitted and will be informed about it. This does not apply to irrelevant corrections in the content of the enquiry for quotations.
11. In the cases referred to in point IX, item 9 and 10, the Bidder shall not be entitled to any claims for damages against the Ordering Party.

X. CONDITIONS FOR CHANGES, APPEALS AND INVALIDATIONS OF THE PROCEDURE

1. The Ordering Party reserves the right to change the terms of the enquiry for quotations as well as its cancellation and to terminate the procedure without selecting offers, in particular when:
 - a. the price of the most advantageous offer will exceed the amount allocated for the financing of the order,
 - b. in the event of the termination of the contract for co-financing by NCBiR, which would result in not granting subsidies, which were to be used to finance the order,
 - c. there was a significant change in the circumstances causing that conducting procedure or performance of the order is not in the public or private interest of the Ordering Party, which could not have been foreseen earlier,
 - d. the procedure is burdened with a fault impossible to remove that prevents the conclusion of a valid contract regarding the order,
 - e. the Ordering Party reserves the right to cancel the proceedings for important reasons,
 - f. the Ordering Party reserves the right to cancel the proceedings without giving a reason.

2. In case of cancellation of the procedure, the Ordering Party does not bear the costs of the procedure and is not obliged to reimburse any costs to the Contractors.

XI. CRITERIA FOR ASSESSMENT OF OFFERS AND DESCRIPTION OF THE PRICE CALCULATION METHOD

1. When selecting the most advantageous offer, the Ordering Party will be guided by the following criteria and their meaning and will evaluate offers in the following way:

No.	Criterion	Maximum number of points
A1	Price	90 points
A2	Handing over and receiving the subject of the order	10 points
Total:		100 points

A1 - Price - weight: 100 % (90 points)

The number of points in the "price" criterion will be given according to the following formula:

$$(C_{\min}/C_n) \times 90 \text{ points} \times 100\%$$

C_{\min} - the lowest total gross price of all prices proposed by the Bidders not subject to rejection

C_n - the total gross price of the offers no. „n”

The total gross price in PLN of all items of enquiry specified in section IV will be assessed. The offer should indicate the prices of individual items of the enquiry and the total price.

A2 - Number of data carriers - weight: 100 % (10 points)

The number of points in the „ handing over and receiving the subject of the order” criterion will be given according to the following formula:

- 10 points – handing over and receiving the subject of the order at the headquarters of the Ordering Party,
- 0 point – handing over and receiving the subject of the order outside the headquarters of the Ordering Party

The offer should indicate place of handover and receipt of the subject of the order.

2. Points awarded in individual criteria of a given offer will be added to each other.
3. All calculations will be made to two decimal places.

4. The Ordering Party will award the Order to the Bidder whose offer corresponds to all the requirements contained in the enquiry for quotation and will be assessed as the most advantageous with the highest number of points.
5. The Ordering Party shall notify the Bidders who have submitted offers about the outcome of the procedure and shall publish relevant information on the website:
 - a. competitiveness database available at:
<https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/>,
 - b. website of the Ordering Party: <http://www.gispro.pl/>.
6. In the case of rejection of the offer or exclusion of the Bidder, the Bidder is not entitled to any claims against the Ordering Party.
7. Submission of the offer by the Bidders will not constitute a contract and does not oblige the Ordering Party to conclude the contract.
8. The Ordering Party reserves the right to:
 - a. changes to the terms of the contract;
 - b. end the proceedings without choosing the Contractor;
 - c. annulment of the procedure;
9. In the cases referred to above, the Bidder shall not be entitled to any claims for damages against the Ordering Party.

XII. SIGNING THE AGREEMENT

1. The Ordering Party will indicate the date and place of signing the agreement to the Bidder whose offer has been selected.
2. If the Bidder, whose offer has been selected, unreasonably evades the obligation to conclude an agreement, the Ordering Party is entitled to choose the most advantageous offer from among the other offers.

XIII. TERMS FOR AMENDMENTS TO THE AGREEMENT

The Ordering Party provides for the possibility of making changes to the provisions of the concluded agreement in relation to the content of the offer, on the basis of which the Contractor was selected, in the following scope:

1. Changes to the schedule of performance of the agreement resulting from the provisions of the contract with the NCBiR, if the contract was changed after the order was awarded.
2. A change of the essential provisions of the agreement in relation to the contents of the offer is admissible in a situation where it was not foreseeable at the stage of signing the agreement, and in addition it is indicated in particular when:
 - a. there will be a change in the generally applicable provisions of law in the scope affecting the implementation of the subject of the agreement.
 - b. there will be discrepancies or ambiguities in the agreement that cannot be removed in any other way, and the change will make it possible to remove discrepancies and specify the Agreement in order to interpret its provisions unequivocally by the Parties.

3. There will be circumstances caused by external factors such as force majeure, unpredictable weather conditions and other external circumstances that may affect the implementation of the provisions of the agreement,
4. Objective reasons independent of the Ordering Party or the Contractor/Bidder,
5. The Ordering Party foresees the possibility of changing the agreement in a situation when the change of the agreement is caused by circumstances which the Ordering Party, acting with due diligence, could not have foreseen and the value of the change does not exceed 50% of the value of the order originally specified in the agreement.

Conditions for making changes: any changes and additions to the agreement concluded with the selected Contractor must be made in the form of written annexes to the agreement signed by the parties, under pain of nullity.

XIV. PROVISIONS IMPORTANT FOR THE PARTIES, WHICH WILL BE INTRODUCED TO THE CONTENT OF THE CONCLUDED AGREEMENT FOR EXECUTION OF THE ORDER

1. The Ordering Party may withdraw from the contract in the event of termination of the co-financing contract concluded with the National Center for Research and Development, within 30 days from the day of termination.
2. The order will be implemented on the basis of a written agreement concluded between the Ordering Party and the Contractor.
3. Any changes to the provisions of the agreement must be in writing under pain of nullity.
4. The maximum amount and scope of contractual penalties:
5. The Contractor undertakes to pay to the Ordering Party the following contractual penalties:
 - a. in the amount of 0.5% of the gross contractual remuneration, for each day of delay in delivery of the complete subject of the agreement, in relation to the date specified in the agreement,
 - b. in the amount of 20% of the gross contractual remuneration, due to the withdrawal from the agreement by the Ordering Party as a result of circumstances on the part of the Contractor,
6. The Ordering Party has the right to claim damages in the extent exceeding the contractual penalties claimed above.
7. Payment for individual deliveries in accordance with the schedule set in the agreement.
8. The Ordering Party allows the possibility of paying advances to the Contractor, if they are paid in accordance with the provisions of the agreement concluded between the Employer and the Contractor and the schedule set in the agreement, in accordance with point. 6.4.4 Guidelines for the eligibility of expenditure under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for 2014-2020.
9. The supplier grants a 1-month warranty for the subject of the order.

XV. OTHER

1. Offers may only be submitted in PLN or EUR currency.
2. If you get several offers with the same number of points, the price will be the decisive factor.
3. It is not allowed to submit:
 - a. partial offers
 - b. variant offers and
 - c. price variations.
4. Each Bidder may submit only one offer.
5. No documents included in the offer, including those presented in the form of originals, are returned by the Ordering Party.
6. If, as a result of actions or omissions of the Contractor, and in particular delays in the agreement, failure to perform the agreement or improper performance of the agreement, co-financing of the project covered by the subject of the agreement is not granted, withdrawn or the Ordering Party is obliged to return it, the Contractor will be obliged to remedy damage to the Ordering Party.
7. This enquiry for quotation does not constitute an offer within the meaning of the Civil Code and does not oblige to conclude an agreement on the part of the Ordering Party.
8. The Ordering Party does not plan the orders referred to in point 8 let. H of Section 6.5 of the Guidelines on the eligibility of expenditure under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for 2014-2020, i.e. the Ordering Party does not plan to award the agreement to the Contractor selected in accordance with the principle of competitiveness, within 3 years of granting the basic order, provided for in the request for orders for services or construction works, involving the repetition of similar services or construction works.
9. The announcement of the order was published from 14/06/2019 on the following websites:
 - a. the competitiveness database available at:
<https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/>
 - b. website of the Ordering Party: <http://www.gispro.pl/>

XVI. GDPR INFORMATION CLAUSE

In accordance with art. 13 par. 1 and 2 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th of April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (general regulation on data protection) (OJ L 119, 04/05/2016, p. 1), hereinafter referred to as "GDPR", the Ordering Party informs that:

1. The administrator of your personal data is: GISPRO Spółka z ograniczoną odpowiedzialnością, ul. Teofila Firlika 19, 71-637 Szczecin, tax ID: 9552179786,, REGON: 320253489, KRS: 0000263456, tel. +48 91 423 41 81, fax. +48 91 423 41 83.
2. The Inspector of Personal Data Protection is Dominika Lech with whom you can contact under the following number: +48 91 423 41 81, e-mail: dominika.lech@gispro.pl or in writing to the address of the Ordering Party.



3. Your personal data will be processed on the basis of art. 6 par. 1 let. c of GDPR for the purpose related to the proceedings for granting this public contract conducted in the mode of the enquiry for quotation.
4. The recipients of your personal data will be persons or entities to whom the documentation of proceedings will be made available based on the Act on access to public information.
5. Your personal data will be stored for a period of 2 years from the date of completion of the procurement procedure, with the exception of documentation regarding the implementation of projects financed from external funds, it will be kept for 10 years from the date of final payment to the Beneficiary.
6. The obligation to provide your personal data directly to you is a requirement related to the conclusion of an agreement to perform the order; Your failure to provide personal data is related to the refusal to enter into an agreement by the Ordering Party.
7. In relation to your personal data, decisions will not be taken in an automated manner, in accordance with art. 22 GDPR.
8. You have:
 - a. pursuant to art. 15 of the GDPR the right of access to your personal data;
 - b. pursuant to art. 16 of the GDPR the right to rectify your personal data;
 - c. pursuant to art. 18 of the GDPR the right to request the administrator to restrict the processing of personal data, subject to the cases referred to in art. 18 par. 2 of the GDPR,
 - d. the right to lodge a complaint to the President of the Office for Personal Data Protection, if you decide that the processing of personal data concerning you violates the provisions of the GDPR;
9. You do not have:
 - a. in connection with art. 17 sec. 3 let. b, d or e of the GDPR the right to delete personal data,
 - b. the right to transfer personal data referred to in art. 20 of the GDPR,
 - c. pursuant to art. 21 of the GDPR the right to object to the processing of personal data, as the legal basis for the processing of your personal data is art. 6 par. 1 let. c of the GDPR.

XVII. CONTACT PERSON FOR ESTIMATING THE ENQUIRY FOR QUOTATION:

Marta Sieczkiewicz

Director of the Aviation Photogrammetry Department

Telephone : +48 91 423 41 81

e-mail: badania@gispro.pl

Website address of the Ordering Party: www.gispro.pl

XVIII. ANNEXES:

Annex 1: Offer Form

Annex 2: Detailed specification and technical parameters of individual components

Annex 3: Declaration on the lack of capital and personal connections

Annex 4: Declaration on the authorization to represent

14.06.2013

PREZES Zarządu


Lukasz Jedynak

Date and signature of the Ordering Party

gispro

Spółka z ograniczoną odpowiedzialnością

• ul. Teofila Firlika 19
71-637 Szczecin

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ANNEX NO. 1 TO ENQUIRY FOR QUOTATION No. ZO022-2019-1.1.1_POIR

.....
Place, date

Name and address of the bidder and registration data, including Tax ID number:

.....
.....
.....

Offer Form

A request for a valuation regarding the enquiry for quotation no. **ZO022-2019-1.1.1_POIR**, we make an offer to select **an aircraft (1 piece) supplier**, under the project: "Research and development on the prototype technology of the multi-sensor aviation diagnostic station, enabling large-scale inventory and parameterization of vegetation" (project number: POIR.01.01.01-00-1071/17).

1. Value of the offer:

Name	Net price	VAT	Gross price
an aircraft rental service (1 piece for 1 month) - monthly rate (PLN/month)			

2. Proposed payment schedule:

[number of days from submitting the order] – [net amount]
[number of days from submitting the order] – [net amount]
[number of days from submitting the order] – [net amount]
[number of days from submitting the order] – [net amount]

3. Place of handing over and collecting the subject of the order:

4. Date of delivery: days

5. The period of being bound by the offer: 60 days from the deadline for submission of offers.

6. Declarations:





- a) I declare that I have read the content of the inquiry, I have no objections and have obtained the necessary information to prepare the offer.
- b) I declare that I accept the assumptions contained in this inquiry for the scope of the order and the requirements contained therein.
- c) I declare that I am in an economic and financial situation ensuring the performance of the order at the indicated time.
- d) I declare that I meet the conditions for participation in the procedure set out in point VI of the enquiry for quotation.

7. Contact person for the contract in question for the offer:

Name:

Telephone:

e-mail:

..... date

.....

A legible signature of the authorized representative of the Bidder

and company stamp (if the entity has a stamp)

ANNEX NO. 2 TO ENQUIRY FOR QUOTATION No. ZO022-2019-1.1.1_POIR

Detailed specification and technical parameters of individual components

The subject of the order is the delivery of an aircraft rental service - 1 piece for 1 month – with parameters not worse than:

- high wing,
- single or multi engine,
- mission endurance more than 4 flight hours,
- power supply 28V/35A,
- min. ne aero photogrammetric hatch,
- useful load more than 200 kg.

General requirements for the description of the subject of the order:

- a. Free transport to the ordering party or protection of the product during transport.

PREZES ZARZĄDU

14.06.2019

Lukasz Władysław
Lukasz Władysław

Date and signature of the Ordering Party

gispro

Spółka z ograniczoną odpowiedzialnością

ul. Teofila Firlika 19
71-637 Szczecin

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Republic of Poland



The National Centre for Research and Development

European Union European Regional Development Fund



ANNEX NO. 3 TO ENQUIRY FOR QUOTATION No. ZO022-2019-1.1.1_POIR

.....

Place, date

Name and address of the bidder and registration data, including Tax ID number:

.....
.....
.....

Declaration on the lack of capital and personal connections

I / We below signed hereby..... (information about Tenderer), declare that is not related to the Ordering Party on the lack of capital and personal connections. By capital or personal connections one means the interrelationship between the Ordering Party or persons authorized to incur liabilities on behalf of the Ordering Party or persons performing on behalf of the Ordering Party activities related to the preparation and conduct of the supplier selection procedure and the supplier, consisting in particular of:

- participating in the company as a partner in a civil partnership or personal partnership,
- holding at least 10% of shares or stocks,
- performing the function of a member of the supervisory or management body, proxy, attorney,
- being married, in a direct relationship or affinity, second degree affinity or second degree relationship in the secondary kinship or in relation to adoption, care or guardianship.

The Ordering Party will assess the fulfilment by the Contractor of the above-mentioned condition for participation in the procedure according to the meets/does not meet formula - on the basis of a statement submitted by the Bidder. In the case of submitting an offer by an entity affiliated by capital or personally with the Ordering Party, he will be excluded from participation in the procedure.

..... date

.....

A legible signature of the authorized representative of the Bidder

and company stamp (if the entity has a stamp

ANNEX NO. 4 TO ENQUIRY FOR QUOTATION No. ZO022-2019-1.1.1_POIR

.....

Place, date

Name and address of the bidder and registration data, including Tax ID number:¹

.....
.....
.....

Declaration on the authorization to represent

I / We below signed hereby declare that we are authorized to represent (information about Tenderer), including submitting the offer and submitting declarations in the procedure for the enquiry for quotation the selection of an aircraft supplier, under the project: "Research and development on the prototype technology of the multi-sensor aviation diagnostic station, enabling large-scale inventory and parameterization of vegetation" (project number: POIR.01.01.01-00-1071/17).

Authorization for representation results from.....
.....
.....²

..... date

.....

A legible signature of the authorized representative of the Bidder

and company stamp (if the entity has a stamp

¹The information may be indicated by affixing the Tenderer's sigil;

² The Tenderer should indicate the register to which he was entered along with the number of the entry in the register, alternatively indicate on the company's agreement or other documents from which the authorization for representation arises.