**Appendix no. 1 to the Terms of Reference**

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

*Company name or first name and surname,*

*seat or place of residence*

*and address of the Contractor*

# BID OFFER FORM

**MEDICAL UNIVERSITY OF BIALYSTOK**

**ul. Jana Kilińskiego**

**15-089 Białystok**

In response to the invitation for the unlimited tender proceeding **no. AZP.25.1.8.2025 for the delivery of the set comprising two metabolic chambers with equipment and fixture to the Clinical Research Support Centre at the Medical University of Bialystok,** in accordance with the requirements specified in the specification of order conditions, we offer performance of the order,

for the net price: ..........................................EURO,

**for the gross amount of: ..............................................EURO,**

**in words: ……………………………………………………………….**

***The price indicated by us contains all the costs related to realization of the subject of the order.***

1. The delivery constituting the subject of the order will be realized by us within the deadline determined by TOR.
2. We declare that we meet all the requirements specified in Appendix no. 5 to TOR (guarantee terms, warranty terms and guarantee service terms) as well as in Appendix no. 6 to TOR (Procedure of delivery and collection of devices).
3. We declare that the requirements enclosed with the specification conditions of the order placed before the Contractor and contractual provisions have been accepted without any reservations and I undertake, in case of selection of my offer, to conclude the agreement at the place and time designated by the Ordering Party.
4. We declare that we are bound by the hereby offer for the period of time specified in TOR.
5. We declare that the economic activity of the manufacturer related to the subject of order does not cause any significant damages (complies with the DNSH principle - „do no significant harm”) for any of the environmental purposes specified in Art. 9, in line with Art. 17 of the Regulation of the European Parliament and Council (EU) 2020/852 from 18 June 2020 on establishing the frameworks facilitating sustainable investments, amending Regulation (EU) 2019/2088 TOR.
6. I undertake, in case of being selected to perform the order, to realize it within the limits of the offered price.
7. We accept the following payment schedule of for the execution of the subject of the order

Ordering Party shall carry out payment for the subject of the Agreement in the following manner:

The Ordering Party anticipates partial handovers of the subject of the order divided into 4 stages:

Stage 1. Design – handover of the technical project – 20% of the value of the agreement.

Stage 2. Production and transport - delivery of produced elements to the seat of the Ordering Party – 45% of the agreement value.

Stage 3. Assembly of chambers and delivery of equipment necessary to service it – assembly of chambers and delivery of equipment (computers, servers, track, training bike) – 25% of the agreement value.

Stage 4. Trainings and tests – personnel training and chamber tests - conduct of tests by the trained personnel of the MUB – 10% of the agreement value.

The conduct of partial handover shall occur within 7 working days from the moment of indication of readiness for handover by the Contractor to the Ordering Party of the scope of conducted works (determining the stage). Partial handover will be confirmed by way of bilateral signing of the partial handover protocol by the parties. The Parties agree that the settlement for the stages of realizing covered by the agreement shall occur:

via partial invoices in line with the schedule on the basis of partial handover protocols of works approved by the Ordering Party,

Final invoice issued after the realization of the 4th stage.

The payment term of partial invoices and of the final invoice amounts to 30 days counting from the date of delivery to the Ordering Party of the correctly issued VAT invoice.

1. **I declare that I have fulfilled the information obligations provided for in Art. 13 or Art. 14 of GDPR1) towards natural persons from whom I have directly or indirectly obtained personal data for the purpose of participating in the hereby public tender procedure.\***
2. **~~The bid bond in the amount of...........................was submitted on............................~~**~~in the form/forms..............................................................~~
3. ~~After completion of the tender proceeding we urge you to return the bid bond to our bank account (bank account and bank account number to which the bid bond is to be returned):~~

~~.....................................................................................................................................~~

1. **The collateral of proper execution of the agreement at the level of 2,5% shall be paid at latest on the date of agreement conclusion.**

Type of contractor\*\*:

 micro-business

 small business

 medium business

 sole proprietorship

 natural person not conducting economic activity

 other types

1. Bank account number of the Contractor to which payments shall be made for the realization of the subject of order: ……………......................................................................
2. I declare, under the pain of criminal responsibility, that the documents enclosed with the offer reflect the factual state, valid as per the date of opening offers (Art. 233 of the Criminal Code).
3. National Business Registry Number (REGON): number..............................NIP: ................................voivodeship..................................... phone: ................................... Internet address: ........................................ Website: .............................

Person authorized to coordinate the deliveries with the Ordering Party in case of granting the order is: ...............................................................tel. ...............................

Person authorized to sign the agreement:

First name: ........................................Surname: ……………..………. Position: ………………………………….

1. The following documents constitute an integral part of the offer:

* .........................................................................................................................
* .........................................................................................................................

1. In accordance with Art. 18 sec. 3 of the Public Procurement Law, the Contractor states that the below-specified documents comprising the offer cannot be disclosed to other proceeding participants:

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1. Other information of the Contractor::

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

***eligible electronic signature of the Contractor***

1) regulation of the European Parliament and Council (EC) 2016/679 from 27 April 2016 on 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) (Official Journal of EU L 119 from 04.05.2016, p. 1).

\* in case when the Contractor fails to submit personal data other than those concerning him directly or if an exclusion occurs for the application of information obligation, as per Art. 13 par. 4 or Art. 14 par. 5 of GDPR, the Contractor does not submit the contents of the statement (removal of the statement contents, i.e. through crossing out).

\*\* Microbusiness is a business employing less than 10 persons the annual turnover of which or the balance sheet total does not exceed 2 million EUR. Small business is a business employing less than 50 persons the annual turnover of which or the balance sheet total does not exceed 10 million EUR. Medium business is a business employing less than 250 persons the annual turnover of which or the balance sheet total does not exceed 43 million EUR.