

5/CPR/2024/odp2

Katowice, 28/03/2024

Answers to Contractors' questions

Refers to: REQUEST FOR QUOTATION No. 5/CPR/2024 of March 06, 2023. the subject of which is:

Purchase and installation:

Motorized cyclotron entrance security system - shield against gamma radiation and neutrons - cyclotron bunker door

implemented as part of the project entitled: „RADIOFARM 4.0: Construction of a new intelligent radiopharmaceuticals factory” for which the Contracting Authority is applying for funding as part of an application for grant related to robotization, artificial intelligence or digitization of processes, technologies, products or services, implemented as part of the investment A2.1.1 Investments supporting robotization and digitization in enterprises from the National Recovery and Resilience Plan (KPO).

Acting on behalf of Alteris S.A., in response to the Contractor's questions regarding the content of the request for quotation, the Contracting Authority explains:

Answers to questions addressed to the Ordering Party on March 25, 2024 and March 28, 2024

1. **IV. Deadline And Place Of Performance Of The Subject Of The Order:** We would like to inform you that we will be able to complete the project as follows:
 - a. Step 1: First part of installation within 6 months from the Contract signature and the POAL (Purchase Order Acknowledgment Letter).
 - b. Step 2: Upon completion of the first part of installation, you (Alteris) shall complete the works as described in the document TD_PMC - WORK LIST attached hereto.
 - c. Step 3: Once Step 2 is completed, Comecer will deliver the final installation (SAT) in one (1) week. Please note that we need five (5) weeks notice to organize the final installation.

Therefore we kindly ask you to amend **art. IV**.

Contracting Authority's response:

We do not agree to the proposed changes.

2. **Art.1 Deadlines for contract performance - XII Important Terms of the Contract:** As stated in point IV above, we kindly ask you to amend this article accordingly. We are not able to meet the date indicated.

Contracting Authority's response:

We do not agree to the proposed changes.

3. **Art. 3 Nature of remuneration - XII Important Terms of the Contract:** We would like to apply a FCA – Incoterms, therefore, if possible, we kindly ask you to modify this article as follows: “The Contractor's remuneration for the subject of the contract is a lump sum and includes all costs related to the performance and acceptance of the subject of the contract, apart from the costs related to the transport of the subject of the contract from the Contractor's factory to the installation site in Poland (transport will be carried out in the FCA Incoterms 2020 ICC formula).”

Contracting Authority's response:

We do not agree to the proposed changes.

4. **Art.4.c The Ordering Party will pay the Contractor remuneration in three installments - XII Important Terms of the Contract:** We kindly ask you to modify point c. as follows: Third instalment in the amount of 10% of the Contractor's total lump sum remuneration will be paid after the contract has been completed and the handover protocol has been signed without any reservations (based on an invoice with a 30-day payment deadline) or 12 months from the shipment of the product, whichever occurs first .

Contracting Authority's response:

We do not agree to the proposed changes.

5. **Art. 5 Contractual penalties - XII Important Terms of the Contract:** We would like to ask you the possibility to modify this article as follows: “The Contractor will be obliged to pay the Contracting Authority a penalty in the event of delay in FAT (Factory Acceptance Test) as duly identified in the relevant project time schedule, expiring a tolerance period, in the amount of 0,5 % of the contract value for each week of delay not exceeding the amount of 5% of the purchase price, provided that delays do not occur due to (i) circumstances specified in the contract (e.g. force majeure event, COVID 19); (ii) any delays or issues in transport and availability of materials and components for the supplies or any material shortage ; (iii) any delay or non-fulfilment of Contracting Authority's dependencies duly specified in the Contractor' offer as but not limited to non-approval of the layout, non-provision of the relevant information and material enabling Contractor to proper perform its obligations etc. For purpose hereof “tolerance period” means 10 (ten) working days. Penalty is the sole remedy available to the Contracting Authority by contract and by law “

Contracting Authority's response:

We do not agree to the proposed changes.

6. **Art. 6.a Contractual warranty terms - XII Important Terms of the Contract: We kindly ask to modify the article 6.a as follows:** The Contractor will provide the Ordering Party with 24 month contractual warranty, for the subject of the contract, from the date of successful completion of SAT or thirty (30) months from the shipment of the product, whichever occurs first and (ii) shall materially conform to the specifications provided by the Seller at SAT (or at FAT in circumstances where there is no SAT).

Contracting Authority's response:

We do not agree to the proposed changes.

7. **With reference to this RFQ, as we approach the Easter holidays and considering our current workload, our team would be grateful if you could extend the submission deadline until April 16th, 2024 in order to ensure the quality and thoroughness of our work.**

Contracting Authority's response:

We do not agree to the proposed changes.