

2/CPR/2023/odp1

Katowice, 18/12/2023

## Answers to Contractors' questions

Refers to: REQUEST FOR QUOTATION No. 2/CPR/2023 of November 27, 2023. the subject of which is:

**Purchase and installation of:**

1. Robotic dispensing system for radiopharmaceuticals - 3 pcs
2. Double hot cell for radiopharmaceutical synthesis modules in horizontal alignment – 3 pcs
3. Double hot cell for radiopharmaceutical synthesis modules in vertical alignment - 1 pcs
4. Radiomonitoring system – 1 set
5. Contaminated air compressing station – 1 pcs

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 December 13, 2023.

### Question #1:

It seems that a draft Contract to be applied for this project is missing in your RFQ. Therefore, we kindly ask you to provide us with a draft contract to be amended/modified by Tenderers and to be submitted to you with the offers package by the due date. Otherwise, please let us know if your intention is to send the draft Contract to the successful Tenderer, in case of award, and discuss it accordingly.

### Contracting Authority's response:

The Ordering Party indicates that the important terms of the contract are included in the content of the request for quotation, and the contract template will be presented only to the contractor whose offer is selected as the most advantageous. The important terms of the contract are binding on the Contractor whose offer is selected as the most advantageous. The remaining provisions of the contract will be discussed with the Contractor.

### Question #2:

With reference to the article **5. Contractual Penalties** of the **XII - IMPORTANT TERMS OF THE CONTRACT, CONDITIONS FOR AMENDING THE CONTRACT AND CONDITIONS FOR TERMINATION OF THE CONTRACT/WITHDRAWAL** we kindly ask you if this article could be amended 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:**

The Ordering Party does not agree to the provision proposed by the Contractor. The Ordering Party only agrees to set the limit of the Contractor's liability for contractual penalties at 5% of the total purchase price. Liability limit for contractual penalties at 5% of the total purchase price shall be added to the important terms of the contract.

**The content of the explanations constitutes an integral part of the Request for Quotation 2/CPR/2023 and is binding on the Contractors**

Due to the above, the Contracting Authority posts the modified content of the Request for Quotation in English in the file named „2\_CPR\_2023\_REQUEST FOR QUOTATION \_ENG\_v2” and in the Polish version in the file named „2\_CPR\_2023\_Zapytanie\_Ofertowe\_PL\_v1”.