



Wrocław, dated 20.08.2024

**Questions and answers to the content of the Enquiry for Quotation No. DZ/17/08/2024 of August 13, 2024**

*in the procurement proceedings for the purchase and delivery of a complete 2-channel system for measuring acoustic emission signals, including comprehensive analysis software and training, intended for the PERSEPHONE project*

Due to the fact that the Ordering Party has received questions regarding the above-mentioned inquiry, the Ordering Party provides the following responses:

**Question no. 1 - Applies to Annex 3: Paragraph 1 Point 2h) and 2i)**

We ask the Ordering Party to correct typographical errors regarding the definition of the Subject of the Agreement into the following entry:

„h) Software compatible with data from the measuring system – perpetual license (base software, planar location software, time signal analysis software)

**Answer no. 1:**

Due to obvious clerical errors and in order to standardize the contract in relation to the inquiry, the Ordering Party makes modifications:

Content of Annex No. 3: Paragraph 1, point 2h) and the Enquiry for Quotation, point IV, point 1 h).

**Previous:** Software compatible with data from the measuring system – perpetual license (base software, **planetary** location software, time signal analysis software)

**Now:** Software compatible with data from the measuring system – perpetual license (base software, **planar** location software, time signal analysis software)

**Question no. 2 - Applies to Annex 3: Paragraph 6 Point 4**

We request the Ordering Party to change the provision to the following:

„The Supplier provides a 12-month warranty starting from the date the representatives of the parties sign a protocol of final acceptance of the completed work.”

**Answer no. 2:**

In accordance with the above request, the Ordering Party agrees to change the provision regarding the warranty in Annex No. 3 in Paragraph 6, Point 4. Due to the above, the provision is modified:

**Previous:** The Supplier provides a 24-month warranty starting from the date the representatives of the parties sign a protocol of final acceptance of the completed work.

**Now:** The Supplier provides a 12-month warranty starting from the date the representatives of the parties sign a protocol of final acceptance of the completed work.



**Question no. 3 - Applies to Annex 3: Paragraph 7 Point 1c)**

We ask the Ordering Party to correct the digital error regarding the reference to further provisions of the contract with the following provision:

„c) for violation of the obligation of confidentiality referred to in § 10 sec. 1 in the amount of 15% of the net contractual remuneration, for each violation.”

**Answer no. 3:**

Due to an obvious clerical error, the Ordering Party modifies the content of Annex No. 3: Paragraph 7 Point 1c):

**Previous:** for violation of the obligation of confidentiality referred to in § 11 sec. 1 in the amount of 15% of the net contractual remuneration, for each violation

**Now:** for violation of the obligation of confidentiality referred to in § 10 sec. 1 in the amount of 15% of the net contractual remuneration, for each violation

**Question no. 4 - Applies to Annex 3: Paragraph 10 Point 1**

We request the Ordering Party to change the provision to the following:

„The Supplier undertakes to keep confidential all information relating to the performance of the Agreement, in particular data, documents and information received from the Contracting Party. The obligation included in this section shall be effective from the date of conclusion of the Agreement for a period of 2 years after its execution, expiration, dissolution or withdrawal.”

**Answer no. 4:**

In accordance with the above request, the Ordering Party agrees to change the provision contained in Annex No. 3 in Paragraph 6, Point 4. Due to the above, the provision is modified:

**Previous:** The Supplier undertakes to keep confidential all information relating to the performance of the Agreement, in particular data, documents and information received from the Contracting Party. The obligation included in this section shall be effective from the date of conclusion of the Agreement for a period of 10 years after its execution, expiration, dissolution or withdrawal.

**Now:** The Supplier undertakes to keep confidential all information relating to the performance of the Agreement, in particular data, documents and information received from the Contracting Party. The obligation included in this section shall be effective from the date of conclusion of the Agreement for a period of 2 years after its execution, expiration, dissolution or withdrawal.

Due to the unification of the provisions contained in the Enquiry for Proposal DZ/17/08/2024 of August 13, 2024 and Annex No. 3, the Ordering Party modifies the content: Annex No. 3 Paragraph 7 Point 1c):

**Previous:** The Supplier shall be liable for physical and legal defects in the subject matter of the Agreement found during acceptance and for defects revealed after acceptance. The Supplier provides a 12-month guarantee starting from the date the representatives of the parties sign a protocol of final acceptance of the completed work.





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**Now:** The Supplier shall be liable for physical and legal defects in the subject matter of the Agreement found during acceptance and for defects revealed after acceptance. The Supplier provides guarantee with technical support i.e. equipment and software operations and troubleshooting support. The supplier provides a warranty for a period of 12 months starting from the date the representatives of the parties sign a protocol of final acceptance of the completed work.

**Due to the above, the Ordering Party extends the deadline for submitting offers until August 23, 2024 at 08.00.**

**At the same time, the offer opening date is postponed to August 23, 2024 at 08:30**

**Other provisions of the Enquiry for Quotation No. DZ/17/08/2024 of August 13, 2024. do not change.**

**We would like to inform you that Annex No. 3 - Contract template should be initialed in the modified version of August 20, 2024.**

Kierownik  
Działu Zakupów  
*Alicja Niedziela*  
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