

Cracow, 10th of November 2022

(Handling mark: CZ-272-9/22)

**Dear Contractors
Participants in the proceedings**

Concerns: proceedings conducted by open tender for the supply of specialized software under the project entitled: "Center for Sustainable Raw Materials and Energy Management" - divided into parts.

1. Ordering Party

Mineral and Energy Economy Research Institute, Polish Academy of Sciences

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Telephone number.: (+48) 12 632-22-00

Website address: <https://min-pan.krakow.pl>

Address of procurement platform: <https://platformazakupowa.pl/pn/minpankrakow>

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CLARIFICATION AND AMENDMENT OF THE DESCRIPTION OF THE SUBJECT MATTER OF THE CONTRACT

- I. In connection with the contractor's request for clarification of the content of the OPZ regarding the proceedings in question, acting pursuant to Article 135 (2) of the Act of September 11, 2019. Public Procurement Law (Journal of Laws of 2022, item 1710, as amended - hereinafter referred to as the "PPL Act"), I communicate the content of the inquiries, together with the clarifications:

Question No. 1 - part No. 17 of the OPZ

Does the Ordering Party agree to change the description of the subject of the contract to a network, commercial license?

In the description of the subject of the contract, the Ordering Party indicated: TRNSYS v. 18 or higher - commercial network license

From the perspective of the software supplier, your institute is eligible to purchase an educational license and there is no technical difference between the two versions. It also doesn't matter whether the software is used for scientific research or for commercial activities conducted by the institute. What matters is the type of institution that will be the user of the license.

Response

The Ordering Party modifies the OPZ so that it allows either a commercial network license or an academic/educational network license for part No. 17 of the OPZ.

Question No. 2 - part No. 17 of the OPZ

In the description of the subject of the contract, the Ordering Party indicated:

- A license authorizing the use of the software on an unlimited number of devices at a single institution within the defined license type and specified number of workstations, valid for 5 years from the moment of supply/installation by the user (in the case of perpetual/lifetime licenses - valid indefinitely).
- Ability to download, install and use, free of charge, patches and updates issued for the supplied software by the software suppliers during the period of the purchased license, from the date of installation by the user (the moment of installation corresponding to the date of supply).

The software suppliers offers a network educational and commercial perpetual license with a one-year service contract giving the ability to download, install and use patches and updates issued for the supplied software by the software supplier free of charge for a period of 12 months from the date of supply. In contrast, the Ordering Party's requirements require that access to the above facilities be valid for the entire period of the purchased license, i.e. in the case of a perpetual license this would mean that the license should be updated perpetually. Unfortunately, such an option is not offered by the software suppliers.

Does the Ordering Party agree to change the provision of the description of the subject of the contract in accordance with the above provisions?

Response

The Ordering Party agrees to amend the possibility of free download, installation and use of patches and updates issued for the supplied software by the software supplier for a minimum period of 12 months from the date of delivery of the software. In view of the above, the Ordering Party shall revise the OPZ with regard to the subject question.

II. In connection with the above-mentioned questions to the OPZ, the Ordering Party, acting pursuant to Article 137 (1) of the PPL Act, informs that the following changes have been implemented to the content of the OPZ:

1. (Question No. 1) The amendment applies to part No. 17 of the OPZ:

In the OPZ, in part No: 17, concerning the object of supply of TRNSYS software, new content is added in the type of license:

"commercial network license or academic/educational network license".

2. (Question No. 2) The amendment applies to part No. 17 of the OPZ:

In the OPZ, part No. 17, regarding the subject of TRNSYS software supply, is amended as follows:

"The ability to download, install and use, free of charge, patches and updates issued for the supplied software by the software supplier for a minimum of 12 months from the date of supply of the software."

3. In Chapter XIV, paragraph 1 of the SWZ is replaced by the following:

„The tender must be submitted using the purchasing platform available at: <https://platformazakupowa.pl/pn/minpankrakow> by 30th November 2022 at 11:00 am.”

4. In Chapter XIV, paragraph 4 of the SWZ is replaced by the following:

„The tenders will be opened on 30th November 2022, at 12:00.”

5. In Chapter XVI, paragraph 3 of the SWZZ is replaced by the following:

„Accordingly, tender term expires on 27th February 2023.”

III. The Ordering Party informs that all other provisions remain unchanged.

With best regards
prof. dr hab. inż. Krzysztof Galos
Director of the Institute
(electronic signature)