Appendix no. 1

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Contractor’s name/address)

**An offer for:**

**The successful delivery of the publications of Baerenreiter Publishing House.**

Proceedings no.: ZZP.261.16.2019

1. **The Employer**

Polskie Wydawnictwo Muzyczne

al. Krasińskiego 11a, 31-111 Kraków

1. **The Contractor/The Contractors\*:**

Contractor’s name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor’s address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. In case our offer is selected, we undertake to conclude an agreement in accordance with the present offer under the conditions determined in the Terms of Reference, in a location and within a deadline indicated by the Employer.
2. WE OFFER **a rebate** for the delivery of the subject matter of the procurement in the amount of:

a) \_\_\_\_\_\_\_\_\_ % of the retail, catalogue prices

1. WE OFFER:
2. A \_\_\_\_\_\_\_\_\_ -day delivery deadline for the goods available for immediate delivery[[1]](#footnote-1),
3. A \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_-day delivery deadline

*.*

1. WE STATE that: the selection of the offer SHALL NOT lead to the tax obligation on the part of the Employer arising in accordance with the provisions on the Value Added Tax, mentioned in art. 91 para. 3a of the PPA/ the offer selection WILL lead to the tax obligation on the part of the Employer arising in accordance with the provisions on the Value Added Tax, mentioned in art. 91 para. 3a of the PPA, with reference to the following goods or services: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The value of the goods or services causing the tax obligation on the part of the Employer to arise, mentioned in art. 91 para. 3a of the PPA is PLN\_\_\_\_\_\_\_\_\_net.[[2]](#footnote-2)
2. WE ARE bound with the present offer for a period of time indicated in the Terms of Reference.
3. WE ARE/WE ARE NOT an entrepreneur from the SME sector under the act dated July, 2nd 2004 on the Freedom of Business Activity.\*
4. WE EXECUTE THE PROCUREMENT on our own\*/with the participation of subcontractors within the following scope\*:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(the contractor’s name and the scope of the works entrusted)

1. ANY AND ALL CORRESPONDENCE regarding the present proceedings shall be sent to the address provided below:

Company name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone no.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, e-mail address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The EUPAUP inbox address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

account number …………………………………………………………………………………………………………

(Contractor’s account number for the sake of the return of the bid bond - *if applicable*)

1. THIS OFFER is submitted on \_\_\_\_\_\_ pages.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_ 20\_\_

\* - delete as appropriate

1. A minimum of 5 days, a maximum of 7 days. In case the Contractor does not provide any value, the Employer shall assume the value of 7 days (for the goods available for immediate delivery). A minimum of 14 days, a maximum of 30 days (for the goods available on request). In case the Contractor does not provide any value, the Employer shall assume the value of 30 working days (for the goods available on request). [↑](#footnote-ref-1)
2. delete as appropriate and - if appropriate - fill in the blanks. In case no option is marked, the Employer will assume that the selection of the offer SHALL not lead to the tax obligation on the part of the Employer arising in accordance with the provisions on the Value Added Tax, mentioned in art. 91 para. 3a of the PPA, i.e. in case the Contractor's offer is selected, there will be no necessity to add the Value Added Tax (VAT tax) to the net offer price due to the following:

1) intra-community acquisition of goods,

2) the reverse charge mechanism, mentioned in art. 17 para. 1 pt. 7 of the act dated March 11th, 2004 on Value Added Tax (unified text Journal of Laws, no. 177, item 1054 with subsequent amendments),

3) the import of services or import of goods, with which the obligation for the employer to add the VAT tax when comparing the offer prices. [↑](#footnote-ref-2)