

## REQUEST FOR QUOTATION

In relation to the application for funding for the project entitled "Sustainable PESA - Increasing the Company's Competitive Position and Innovation through the Development of a New Type of Hybrid Passenger Vehicle Powered by Hydrogen and Electricity from the Traction Network, the Implementation of an Innovative Robotic Laser Welding Technology and Proprietary Solutions in scope of Cyber Security" under Action 1.1 SMART Path of the Programme European Funds for Modern Economy 2021-2027 co-financed by the European Regional Development Fund we request you to submit a tender for supply of **robotic workstation for laser welding with wire feeding, including the commissioning of the workstation at the Contracting Authority's site, implementation of the laser welding technology, introductory training and assistance of a robotic automation technician** in accordance with the specifications below.

### I. Name and address of the Ordering Party

#### Pojazdy Szynowe PESA Bydgoszcz S.A.

ul. Zygmunta Augusta 11

85-082 Bydgoszcz, Poland

NIP (tax ID No.): 5540311775

Contact: Mariusz Lenc (tel: +48 690 808 305, e-mail: [mariusz.lenc@pesa.pl](mailto:mariusz.lenc@pesa.pl))

Website: [www.pesa.pl](http://www.pesa.pl)

### II. Tender submission and closing date.

- 1) The tender shall be submitted on the tender form attached as Appendix 1 hereto and shall include:
  - a) date and place of issue,
  - b) company seal,
  - c) the name and address of the registered office of the Tenderer, the Tenderer's Tax Identification Number (or equivalent number in the Tenderer's country of registration),
  - d) the name and contact details (telephone and e-mail address) of the contact person for the Contracting Authority,
  - e) postal address (if different from the registered seat address),
  - f) the offered net and gross price, including all costs required for the performance of the order (in case of tenders submitted in a currency other than PLN, the value of the tender will be converted using the average sales exchange rate announced by the National Bank of Poland on the day of assessment and preparation of the offer selection report),
  - g) the warranty period of the subject of the contract (specified in months),
  - h) order lead time (specified in weeks),
  - i) clarification of the extent of equivalence of the proposed parameters in relation to the description of the subject of the contract set out in section III (if applicable),
  - j) other additional information (if applicable).

- 2) Each Tenderer shall also provide:
- a) power of attorney to sign the tender (if not apparent from the registration documents),
  - b) a statement confirming the fulfilment of the conditions of participation in the tender procedure constituting Appendix No. 2 attached hereto with the required attachments,
  - c) a technical specification to prove compliance with the technical parameters specified in section III (optional),
  - d) a signed Declaration of Confidentiality - this document shall be provided no later than 14 calendar days before the tender closing date,
  - e) simplified diagram of the proposed layout of the robotic laser welding station,
  - f) the LCC (Life Cycle Costing) analysis for the chamber of the robotic workstation for laser welding with wire feeding prepared in accordance with Appendix 5,
  - g) a risk analysis according to the RAMS standard, i.e. an analysis of the systems' reliability, availability, maintainability and safety,
  - h) the Cycle Time Analysis (CTA) for the specified modules (models of the items for the CTA shall be made available as Appendix 6 in electronic form, upon receipt of a signed Declaration of Confidentiality),
  - i) documentation proving the fulfilment of the tendering conditions in accordance with section VII, i.e.:
    - registration document: KRS/CEIDG printout (or equivalent document in the Tenderer's country of registration),
    - a copy of the quality, environmental and information security management certificates, or equivalent documents,
    - a copy of certificate on no tax arrears issued by the relevant tax office no earlier than 3 months before the tender closing date (or equivalent document in the Tenderer's country of registration),
    - a copy of certificate on the absence of arrears in payments of social security contributions from the relevant branch of the Social Security Institution (ZUS) or the Agricultural Social Security Fund (KRUS) issued not earlier than 3 months before the tender closing date (or equivalent document in the Tenderer's country of registration).

A Tenderer who, for reasons beyond his control, is unable to obtain the documents referred to in item i) above may submit equivalent documents with the reservation that the burden of explaining the equivalence of the submitted documents shall rest with the Tenderer.

- 3) The Appendixes to the tender constitute its integral part.
- 4) The tender form and all Appendixes thereto shall be signed by the person duly authorised to represent the Tenderer. It is possible to sign the tender with a qualified electronic signature.
- 5) The tender and all Appendixes thereto shall be submitted via the Competitiveness Database (<https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/>, hereinafter: **BK2021**) by the *Tender Closing Date* specified in BK2021. Tenders submitted after the specified closing date shall not be considered.

- 6) Tenderers may amend or withdraw their tenders before the tender closing date.
- 7) During the evaluation of the tenders, the Contracting Authority may request Tenderers to submit official clarifications regarding the submitted tenders.
- 8) During the evaluation of the valid tenders in accordance with the adopted evaluation criteria set out in section IX, the Contracting Authority may enter into price negotiations with all Tenderers on equal terms. The course of the negotiations shall be confirmed by a negotiation protocol.
- 9) The Contracting Authority may, before the tender closing date, amend the content of the Request for Quotation by setting a new tender closing date. The Contracting Authority shall announce the scope of the changes to the Request for Quotations in BK2021. All amendments, additions, and arrangements, and changes, including changes in due dates, shall constitute an integral part of the Request for Quotation and shall be binding on the submission of tenders. All rights and obligations of the Contracting Authority and the Supplier with regard to previously agreed lead times and due dates shall be subject to the new lead times and due dates. In this case, each Tenderer shall have the right to amend already submitted tenders. This shall not apply to non-substantive amendments to the Request for Quotations.
- 10) In the event of an updated quotation, the Supplier shall clearly specify which of the quotations submitted is final.
- 11) Suppliers can fill in the tender form and the attachments to the tender in Polish or in English, using the equivalent document templates attached to the request in both languages.

### **III. Description of the subject matter of the contract**

The subject matter of the contract includes:

#### **1) purchase, delivery, installation, and commissioning of a robotic laser welding station consisting of:**

##### **A. Two welding chambers with two robot tracks, two robots with 8kW laser heads each for laser welding (one head per robot) with the possibility to combine the separate chambers into one chamber for welding larger structures up to 16 m.**

###### 1. The laser welding station with wire feeding shall include:

###### 1.1. Laser source - 2 sets - to include:

- Fibre laser: min. 8000 W - YLS-8000 - S2T (wavelength between 1068 - 1080 nm. Mode of operation - Continuous Wave (CW)) or equivalent.
- Optical fibre diameter from 100 - 200 µm.
- Min. 2 Beam switch for fibre connection plugs D or QBH.
- Radiator with the possibility of splitting the cooling into two cooling circuits. Circuit for cooling the laser and circuit for cooling the laser head (optics).

###### 1.2. Optical system (including laser head with wire feeding system) - 2 sets - to include:

- ALO3 head or ALO4 – (Scansonic), MPH-Tactile (AbicorBinzel/Photonic Tools) suitable for welding with wire feeding, or equivalent.
- Optical Head:
  - Focal length not less than 176 mm (optimally up to 250 mm) depending on the results of the feasibility study
  - Spot diameter between 0.6 and 1.0 mm

- Fiber connection D-/QBH-Plug-Connection
  - For up to 8 kW radiation source
  - Protective glass temperature and contamination level control sensor
  - Camera equipment for monitoring the focus via the optical path
  - Variable crosshair and markup generator
  - Manual adjustment of the positioning of the wire tip relative to the weld pool in the Z-axis and independently in X and Y.
- 2 sets MFS V3 (AbicorBinzel), DIX WD300FDE (Dinse) wire feeding system for precision wire feeding compatible with optic, or equivalent. Capable for wire diameter of 0.8, 1.0, 1.2 and 1.6 mm. In the single-sided T-joint welding tests, a wire with a diameter of 1.6 mm was used. In the case of one-sided welding, the diameter may be reduced.
  - Adapter of the optical system (head), wire feeder with robot and control system.
  - Anti-collision connector.
  - Two devices for manual measurement of laser beam power.

### 1.3. Laser welding station - general:

1.3.1. Closed laser cell compliant with safety requirements for laser equipment in accordance with DIN 60825-4. A cell of min. 20m x min. 8.5m with an additional gate separating the cell into two independent work areas. The cell shall allow independent operation in two parts and tandem operation using the entire cell area.

#### 1.3.2. Welding cell transport system:

- Two console robots with a reach of min. 3900mm and a lifting capacity of min. 120kg - KR 120 R3900-2 K. for laser welding or equivalent.
- 2 external axes GUEDEL TMF 1-5 V2 or equivalent with a length ensuring that the head can access the entire welding area for the operation of two separate chambers as well as for tandem operation using the entire welding cell area.

### 1.4. Control system for a laser welding station:

- Control cabinet with PLC or equivalent, controlling the operation of all the equipment of the laser welding station, the station and jig safety systems and the emergency stop system.
- Safety system consisting of station enclosure, roller doors, scanners, and safety locks.
- Programming of the main process parameters (including welding speed, beam power) from the robot panel.
- Program storage system.
- HMI.
- Visualization of laserspot/wire calibration/crosshair/Markup via video monitor.
- Possibility of archiving statistical data.
- Station access control.
- Information about planned maintenance on the HMI.
- Assigning separate TCPs for each Tool item.
- PROFINET communication interface.
- General station air filtering system.
- CCTV inside the station - 3 CCTV cameras, 6 monitors >24".
- Recorder with hard disk (possibility of archiving recordings).
- Visual monitoring system of the position of the clamping components on the jig installed in the welding cell to confirm the correct positioning of these components.

**B. Four mobile carts to transport jigs from the docking stations (welding material preparation area) to the welding chamber (welding area).**

- Four wirelessly controlled carts as the base of a jig with a length of 6800 mm to 7500 mm and both swivel axes with a maximum load capacity of 15 t. Carts with a min. 200mm travel lifting system.
- Carts equipped with two anti-collision sensors with 180° viewing angle, installed at the front and rear of the cart.
- Possibility of controlling two trolleys synchronously when transporting a long jig in automatic and manual mode from one controller.
- System with travel control from the detail loading station to the inside of the station.

**C. Six welding jigs for welding side wall and roof modules, with a system for fixing welded materials.**

- Mobile jig system for walls and roofs of wagons e.g. 318B, 417B (Push-Pull) - 6 units. Jigs design based on the models provided. Dimensions of a single jig: approximately 7600x4000 (+/- 200) mm. **The models shall be made available to the Tenderer upon signing of the Declaration of Confidentiality by the Tenderer. Draft Declaration - Appendix 3.**
- Reference positioning of sheathing sheets (used during welding in the first step) based on a system of magnetic end arm effectors with permanent magnets and clamps.
- Mechanical reference positioning of the vertical beams, with gates sliding on the guides.
- Gate clamping via electrically driven crank mechanism (powered by replaceable power tool batteries). Emergency operation via removable crank.
- As a principle, the need for manual laser joining of the components laid on the sheathing in the loading area was adopted.
- The preparation and placement of the workpieces on the jigs is done outside the station, at the gate storage station.
- Additional equipment for jigs - laser sources for manual welding up to 3kW - 4 units.

**D. Six jig docking stations, with power supply (cart power, magnetic end arm effector control).**

- A jig cart positioning system at the station with simultaneous docking of two jigs. The system shall be suitable for docking a single long jig (up to 16 m long on two carts).
- Station jig docking system - 6 units.
- Gate storage system outside the station, in the workpiece loading area - 6 units.
- Cart loading system - 6 units.

**E. Equipment:**

Equipment shall include:

- Protective head windows - 100 pcs.
- Magnetic end arm effectors - 10% of the quantity installed on jigs.
- Sensors - 10% installed at the station of each type - minimum number of a given type of sensor - 1 pc.
- Loader for carts.

- Spare wheels for carts - 6 pcs.
- Special tools for terminating cable ends of docking system multi-connectors.

#### **F. Documentation and design:**

The documentation and designs shall be submitted to the Contracting Authority in accordance with the lead times for the Project Phases, which shall be detailed in the Contract with the successful Tenderer:

##### 1. Tender stage:

- simplified diagram of the proposed layout of the robotic laser welding station,
- LCC (life cycle costing) analysis of the chamber of a robotic laser welding station with wire feeding,
- RAMS risk analysis, i.e. an analysis of installations in scope of reliability, availability, maintainability and safety,
- Cycle Time Analysis (CTA) for the specified modules (the component models for the CTA shall be made available as Appendix 6 in electronic form, upon receipt of a signed Declaration of Confidentiality).

##### 2. Stage: Design and Development of Documentation:

- design and documentation (3D models of the station, jigs, 2D documentation) (hard copy and electronic version),
- station design (detailed design),
- performance assessment indicators,
- acceptance criteria: First Article Inspection (FAI) and Standard Acceptance Tests (SAT).

##### 3. Stage: Commissioning of Jigs:

- supplier documentation in the original language version and in Polish (hard copy and electronic version as pdf files),
- pneumatic diagrams,
- electrical diagrams,
- list of critical parts,
- list of spare parts,
- list of fast-wearing parts,
- maintenance plan, inspection plan,
- technical documentation, instructions - PDF - English version.

##### 4. Stage: Final acceptance of the Station:

- PLC offline and HMI offline programs for controlling the station and the main screen offline,
- CE Declaration of Conformity - PDF - Polish version,
- station model in Process Simulate software,
- EU Declaration of Conformity (CE marking) of robotic laser welding station with wire feeding.

## **2) Introductory training**

The Tenderer shall provide the necessary introductory training for the station in the amount of 50 man-hours.

## **3) 12-month assistance of the robotic automation technician at the welding station**

The Tenderer shall provide a 12-month assistance of the robotic automation technician at the welding station in the amount of 40 man-hours per week.

- 4) In cases where the description of the subject matter of the contract includes trademarks, patents, origin, source or process specific for the products or services provided by a given Supplier, which would lead to a preference or elimination of certain Suppliers or products, it means that the Contracting Authority cannot describe the subject matter of the contract using sufficiently precise terms and this is justified by the specificity of the subject matter of the contract. In such cases, any reference to trademarks, patents, origin, source, or specific process shall be read as "or equivalent".
- 5) The subject of the contract shall be in accordance with the terms and conditions of this Request for Quotation if it meets the conditions set out in the technical specification above in a compliant or equivalent manner (the extent of equivalence refers to the model or individual components). By equivalent solutions, the Contracting Authority means such a component which has technical and/or functional parameters at least equal to those specified above. The subject of the contract shall not have parameters inferior to those specified in the Request for Quotation. It is the responsibility of the tenderer to clarify the extent of equivalence of the proposed parameters.
- 6) Common Procurement Vocabulary (CPV) numerical code for the task:
  - 42997300-4 Industrial robots
  - 38636110-6 Industrial lasers
  - 42610000-5 Laser-controlled machines or machining centres
  - 42662000-4 Welding equipment
  - 42410000-3 Lifting and handling equipment
  - 72266000-7 Software consultancy services
  - 51540000-9 Installation services of special-purpose machinery and equipment

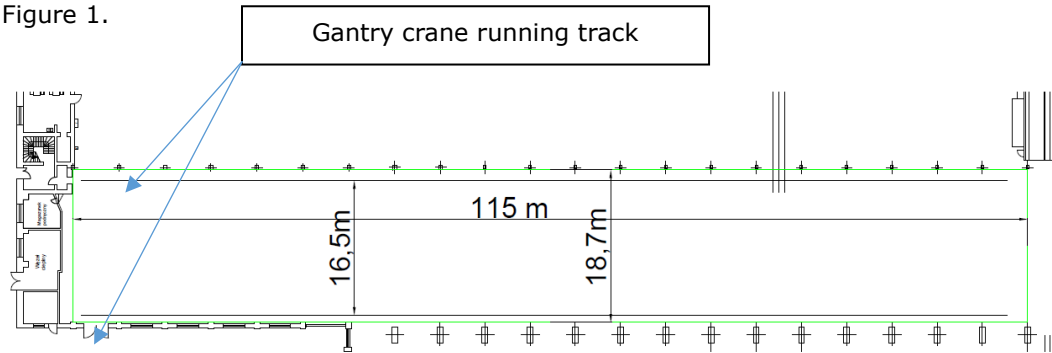
#### **IV. General guidelines for the welding process**

- Butt joints, without bevel (with indication of additional tooling) or bevel joints shall be made as single-sided.
- Full penetration T-joints shall be made as single-sided.
- T-joints with fillet welds shall be made as single-sided or double-sided, depending on the design intent and the capability of the laser head's operating range.
- Due to the lack of access to all joints, the Recipient shall be provided with a feasibility study with limitations due to the design of the components to be welded and the segments to be welded, as well as limitations due to the design of the laser welding system with wire feeding (some joints shall have to be made off-station and some using a different technology).
- The target welding parameters shall only be determined on a series of welded components during the commissioning phase and may deviate from the test parameters within  $\pm 30\%$ .

#### **V. Planned station location**

- The station, including jigs, storage areas for materials, finished products, shall be located in aisle C of the production hall Z-1. In the areas where workpieces are loaded into jigs, the lifting of workpieces shall be carried out by gantry cranes in the amount required for production. In the operating area of the welding chamber, it shall be possible to remove the running tracks for the gantry crane. The space designed to accommodate the station shall measure 18.7m x 115m - see Figure 1).
- At the tendering stage, the Tenderer shall provide a simplified diagram of the proposed layout of the Robotic Laser Welding Station, fitting into the available space.

Figure 1.



## VI. Schedule for performance of the contract

- 1) Contract completion date: up to **65 weeks** from the date of signing the contract.
- 2) Tender closing date: **90 days** from the date of the tender submission.

## VII. Tender participation conditions

### 1. Entitlement to carry out a specific activity or task

Only an entity that meets all of the following conditions jointly may apply for the award of a contract:

- 1) Active business activity (in the case of domestic suppliers - valid entry into CEIDG or KRS) and holding authority to conduct activities of the sale of the subject of the Request for Quotations - verification based on a statement constituting an integral part of the tender.
- 2) No liquidation or bankruptcy has been opened against the Tenderer - verification based on a statement constituting an integral part of the tender.
- 3) No personal or equity connections with the Contracting Authority - verification based on a statement constituting an integral part of the tender.

The fulfilment of the condition shall be assessed on a conform/do not conform basis of the statement submitted by the Tenderer (Appendix No. 2 to the Request for Quotation).

### 2. Know-how and experience

Only an entity that has the relevant know-how and experience to properly perform the contract shall apply for award of the contract:

- 1) It has know-how and experience regarding implementation of a process line using laser welding technology in the railway industry (implemented within the last 3 years and min. 1 successfully operating process line for complex welding of vehicle body components or structures).
- 2) It has designed and implemented min. 3 robotic stations in the last 3 years.
- 3) It has been doing business in the process automation and robotic automation market for min. 5 years.
- 4) In the last 5 years, it has completed design and implementation contracts dedicated to the rail industry with a total value of min. PLN 40 million gross.

The fulfilment of the condition shall be assessed on a *conform/do not conform* basis of the statement submitted by the Tenderer (Appendix No. 2 to the Request for Quotation). At the stage of evaluation of tenders, the Contracting Authority may require additional documents from the Tenderer to confirming the fulfilment of this condition.

### **3. Technical capacity**

Only an entity that has the technical capability to successfully perform the contract may apply for the award of the contract, i.e. it shall be able to provide design in at least Catia v5 environment and simulation of the welding process and operation of robot in the Process Simulate software.

The evaluation of fulfilment of the condition of possessing adequate technical capacity to perform the Contract shall be carried out on the *conform/do not conform* basis of the statement submitted by the tenderer (Appendix No. 2 to the Request for Quotation). At the stage of evaluation of tenders, the Contracting Authority may require additional documents from the Tenderer to confirming the fulfilment of this condition.

### **4. Persons capable of performing the contract**

- 1) Only an entity that has the human resources required for the proper performance of the contract shall apply for award of the contract: It is required to provide a project team in the scope of project management, welding process engineering, mechanical design and robotics, automation, and simulation with min. 3 years' experience in this scope.

The evaluation of fulfilment of the condition of possessing adequate technical capacity to perform the Contract shall be carried out on the *conform/do not conform* basis of the statement submitted by the tenderer (Appendix No. 2 to the Request for Quotation). At the stage of evaluation of tenders, the Contracting Authority may require additional documents from the Tenderer to confirming the fulfilment of this condition.

- 2) Only an entity that has the ISO 9001 Quality Management System, ISO 14001 Environmental Management System and ISO 27001 Information Security Management System or equivalent systems certified by a competent body shall apply for award of the contract.

The evaluation of fulfilment of the condition of possessing adequate technical capacity to perform the Contract shall be carried out on the *conform/do not conform* basis of the statement submitted by the tenderer (Appendix No. 2 to the Request for Quotation) and documents attached to the tender, i.e. a document confirming that the Supplier has a quality management system, an environmental management system and an information security management system, or equivalent, certified by a competent body.

- 3) An entity which provides a minimum guarantee period of 24 months may apply for the contract.

Assessment of the fulfilment of the condition will be made on the "conform/do not conform" basis, based on the declaration submitted by the Tenderer (Appendix No. 2 to the request for proposal).

### **5. Economic and financial situation**

Only an entity that is in an economic and financial situation ensuring the proper performance of the full scope of the subject matter of the contract, including its timely execution, and is not in bankruptcy or liquidation, and no bankruptcy or liquidation proceedings have been initiated against the Tenderer shall apply for the award of the contract. The Tenderer shall also have no tax and social security contributions arrears.

The evaluation of fulfilment of the condition of possessing adequate technical capacity to perform the Contract shall be carried out on the *conform/do not conform* basis of the statement submitted by the tenderer (Appendix No. 2 to the Request for Quotation) and attached documents, such as:

- a copy of a certificate on no tax arrears (or an equivalent document valid in the Tenderer's country of registration) issued by the relevant tax office no earlier than 3 months before the tender closing date.
- a copy of a certificate on the absence of arrears in the payment of social security contributions (or an equivalent document valid in the Tenderer's country of registration) issued by the relevant branch of the Social Insurance Institution (ZUS) or the Agricultural Social Insurance Fund (KRUS) not earlier than 3 months before the tender closing date.

#### **VIII. Other provisions of the Request for Quotation**

- 1) The Contracting Authority shall not accept variant tenders or price variants as part of the procedure.
- 2) The Contracting Authority shall not allow partial tenders as part of the procedure.
- 3) The Contracting Authority has the right to review the documents confirming the accuracy of the information provided in the tender and its appendices.
- 4) Should no tender for the subject matter of the contract be received, or should only unacceptable tenders be received, or should all potential Suppliers be excluded from the procedure or fail to meet the conditions of participation in the procedure, the Contracting Authority shall select any Supplier of the subject matter of the contract (on a no-tendered basis) who meets all the criteria and conditions specified in this Request for Quotation.
- 5) If the offered price or cost seems unusually low in relation to the subject matter of the contract, i.e., differ by more than 30% from the arithmetic mean of the prices of all valid offers not subject to rejection, or raise doubts of the Contracting Authority as to the possibility of executing the subject matter of the contract in accordance with the requirements specified in the Request for Quotation or resulting from separate regulations, the Contracting Authority shall demand the Tenderer to submit, within the set deadline, explanations, including the submission of evidence regarding the price or cost calculation. The Contracting Authority shall assess these explanations in consultation with the Tenderer and can only reject that tender if the explanations submitted, together with the evidence, do not justify the price or cost quoted in that tender.
- 6) If the selected Supplier withdraws from the performance of the contract, the Contracting Authority may conclude the contract with the Tenderer who obtained the next highest number of points in the properly conducted tender procedure.
- 7) The Contracting Authority shall be entitled to waive the application of the competitive principle in a situation where, due to an exceptional situation not attributable to the Contracting Authority, which could not have been foreseen beforehand (e.g. natural disasters, catastrophes, breakdowns), the immediate execution of the contract is required and the tender closing date cannot be met. In the event of the occurrence of such circumstances, the Contracting Authority shall justify the fulfilment of the specified grounds in writing.
- 8) The Contracting Authority reserves the right to order additional deliveries to partially replace supplied plant components or to increase current deliveries or to develop the robotic laser welding station with wire feeding.

- 9) The Contracting Authority reserves the right to cancel the procedure without reasons at any stage of the procedure, including at the stage of terminating the procedure without selecting the Supplier, and to cancel the procedure also after the selection of the most preferred tender.

## **IX. Tender evaluation criteria**

The Contracting Authority shall evaluate valid tenders based on the following criteria:

### **1. Acceptable criteria:**

- 1) Fulfilment of the conditions for participation in the procedure set out in section VII.
- 2) Submission of a tender by the closing date.
- 3) Preparation of the tender in accordance with the requirements set out in section II.
- 4) Submission of all required appendixes to the Request for Quotation.
- 5) The scope of the contract offered is in accordance with the specified requirements.

Failure to meet any of the above criteria shall result in the rejection of the tender - it shall not be subject to further evaluation, although it is possible to amend the tender if the Contracting Authority considers that its verification shall require the information contained in the tender to be reviewed. In such cases, the tender shall be rejected if the Tenderer fails to amend the submitted tender within a maximum of 5 working days after receiving a request for amendment from the Contracting Authority. Should the Tenderer amend its tender, the Contracting Authority shall re-evaluate it based on the amendments provided. Repeated failure to meet any of the above criteria shall result in the rejection of the tender without the opportunity to subsequent amendments.

### **2. Scoring criteria:**

- 1) The following items shall be reviewed when evaluating the tender:
  - a) net order price (C) - importance: 60%,
  - b) warranty period (G) - importance: 15%,
  - c) experience of the project design team in implementing robotic laser welding stations in the last 3 years (D1) - importance: 15%,
  - d) experience of the project design team years in implementing robotic stations for laser welding of railway vehicle body components or structures in the last 3 years (D2) - importance: 10%.
- 2) The final score is the total score for each criterion. The tender with the highest final score shall be considered the most preferred.
- 3) Contract price (max. 60 points):
  - a) The value of the tender shall include all costs that the Contracting Authority will have to incur in connection with the performance of the contract. The net price must include the costs of delivery, commissioning of the station at the Contracting Authority's site, implementation of the welding technology and the costs of the proposed warranty period.
  - b) The price to be evaluated shall be the total net price (excluding VAT) for the execution of the order.
  - c) There can only be one price for the subject of the contract - no variants are allowed. All discounts, rebates, shall be included in the price, so that the quoted price for the performance of the subject matter of the contract is the final price, without the need for the Contracting Authority to make any calculations or take other actions to determine it.

Methodology for awarding points:

The number of points (C) for the tender evaluation shall be calculated according to the following formula:

$$C = \frac{\text{price of the tender with the lowest net price among the evaluated tenders}}{\text{price of the tender being evaluated}} * 60\%$$

- 4) Warranty period (max. 15 points):
- The warranty period, expressed in months, is calculated from the date of signing the final acceptance protocol. The minimum warranty period is 24 months, and the expected maximum warranty period is 48 months.
  - Should the Contractor specify a warranty period of less than 24 months in the tender, the tender shall be rejected as not meeting the criteria for participation in the procedure.
  - If the Contractor offers a warranty period longer than 48 months, the Contracting Authority shall use a warranty period of 48 months to calculate the scoring.

Methodology for awarding points:

The number of points (G) for the tender evaluation shall be calculated according to the following formula:

$$G = \frac{\text{warranty period specified in the tender being evaluated}}{48 \text{ months}} * 15\%$$

- 5) The experience of the project design team appointed for the implementation of robotic laser welding station in the last 3 years - D1 (max. 15 points).

In the project design team appointed for the performance of the subject matter of the contract, the Contractor shall engage persons who within the last 3 years have been involved in the **implementation of robotic laser welding stations** in the role/area of: project manager and/or welding process engineering and/or mechanical design and/or robotic automation and/or automation and/or simulation.

- **0 points**, if no members of the team have been involved in implementing robotic laser welding stations in the last 3 years,
- **5 points**, if two members of the team have been involved in implementing robotic laser welding stations in the last 3 years,
- **10 points**, if three members of the team have been involved in implementing robotic laser welding stations in the last 3 years,
- **15 points**, if four or more members of the team have been involved implementing robotic laser welding stations in the last 3 years.

- 6) Experience of the project design team in implementing robotic stations for laser welding of railway vehicle body components or structures in the last 3 years - D2 (max 10 points).

In the project design team appointed for the performance of the subject matter of the contract, the Contractor shall engage persons who within the last 3 years have been involved in the **implementation of robotic welding stations for laser welding of components or structures of railway vehicle bodies** in the role/area of: project manager and/or welding process engineering and/or mechanical design and/or robotic automation and/or automation and/or simulation.

- **0 points**, if no members of the team have been involved in implementing robotic welding stations for laser welding of components or structures of railway vehicle bodies in the last 3 years,
  - **5 points**, if one member of the team has been involved in implementing robotic welding stations for laser welding of components or structures of railway vehicle bodies in the last 3 years,
  - **10 points**, if two or more members of the team have been involved in implementing robotic welding stations for laser welding of components or structures of railway vehicle bodies.
- 7) The tender which receives the highest number of points calculated according to the following formula shall be considered the most preferred. The Contracting Authority's choice shall be final and not subject to appeal or complaint.

$$\text{FINAL SCORE} = C + G + D1 + D2$$

- 8) The results of mathematical operations carried out in evaluation of tenders are rounded to two decimal places. If two or more tenders score equally in this way, recalculations shall be made, rounding the mathematical results to four decimal places.
- 9) Tenders meeting all the requirements set out in this Request for Quotation shall be ranked from least preferred to most preferred price. Tenders shall then be awarded points in accordance with the scoring methodology described above. The Tenderer with the highest number of points shall win the tender procedure. In the event of a tie, the Tenderer offering the most preferred price shall win.

#### **X. Exclusions**

- 1) Suppliers who have a personal or equity relationship with the Contracting Authority shall be excluded from the procedure. A capital or equity relationship means a mutual relationship between the Contracting Authority or persons authorised to enter into commitments on behalf of the Contracting Authority or persons performing activities on behalf of the Contracting Authority within the scope of preparation and execution of the procedure for selecting the Supplier and the Supplier, consisting in particular of:
- participation in a company as a partner in a civil partnership or unincorporated partnership, holding at least 10 % of the shares, unless a lower threshold is required by law,
  - acting as a member of a supervisory or management body, proxy, or attorney,
  - to be married, in a relationship of linear consanguinity or affinity, in a relationship of second-degree collateral consanguinity or affinity, or in a relationship of adoption, custody or guardianship, or to be in a relationship of cohabitation with the Contractor, its legal representative or the members of the management or supervisory bodies of the contractors competing for the award of the contract,
  - remain in such a legal or factual relationship with the Contractor that there is reasonable doubt as to their impartiality or independence in connection with the procurement procedure.
- 2) Suppliers who are on the list of sanctions targets and excluded from the proceedings in accordance with Article 7(1) of the Law of 13 April 2022 on special measures to counteract the support of aggression against Ukraine and to protect national security shall be excluded from the proceedings.
- 3) Suppliers who are excluded from the proceedings in accordance with Article 5k of Council Regulation (EU) No. 833/2014 of 31 July 2014 concerning restrictive measures in view of

Russia's actions destabilising the situation in Ukraine (EU Journal of Laws L 229 of 31 July 2014, p. 1), as amended by Council Regulation (EU) 2022/576 amending Regulation (EU) No. 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine (EU Journal of Laws L 111 of 8 April 2022, p. 1) shall be excluded from the proceedings.

## **XI. Minimum scope of the contract**

### 1) Payment terms:

- a **maximum of 15% of the contract net amount plus applicable VAT** after signing the contract, payable by bank transfer against advance payment invoice, within 30 days of receipt by the Contracting Authority of the advance payment invoice and receipt of a bank or insurance guarantee of repayment of the advance payment for the gross amount of the advance payment (15%). The Supplier is entitled to issue an advance payment invoice after signing the contract,
- a **maximum of 30% of the contract net amount plus applicable VAT** upon completion of the full design phase, payable within 30 days of the invoice date and upon receipt by the Contracting Authority of a bank or insurance guarantee of repayment of the advance payment for the gross amount of the advance payment (30%),
- a **maximum of 40% of the contract net amount plus applicable VAT** after delivery to the Contracting Authority's site, payable within 30 days of the invoice date,
- a **maximum of 10% of the contract net amount plus applicable VAT** after commissioning and production of the first 5 correct parts, payable within 30 days of the invoice date,
- a **maximum of 5% of the contract net amount plus applicable VAT** after signing the final acceptance protocol, payable within 30 days of the invoice date.

### 2) Contractual penalties:

- The Supplier shall undertake to pay the Contracting Authority a contractual penalty in the event of failure to meet the completion date for performance of the contract. The Contracting Authority shall calculate a contractual penalty in the amount of 0.5% of the specified net remuneration for each commenced week of delay in the delivery of the subject of the Request for Quotation in relation to the completion date specified in the contract or appendixes to the contract, but not more than 5% of the value of the entire contract. The contractual penalty shall not be charged in the event of force majeure, of which the Supplier shall notify the Contracting Authority without undue delay.
- In the event of withdrawal from the contract for reasons attributable to the Supplier, the Contracting Authority shall be entitled to claim compensation in excess of the contractual penalties stipulated above.

## **XII. Amendments to the contract**

The Contracting Authority provides for the possibility of amending the provisions of the concluded contract in relation to the content of the tender on the basis of which the Supplier was selected, in the following scope:

- 1) The necessity to introduce amendments shall result from amendments to contracts between the Contracting Authority and a party other than the Supplier, including another supplier or the body supervising the performance of the project (the National Centre for Research and Development), under which the Contract is performed, while the amendment may concern only those provisions of the contract that shall be directly affected by the modifications, and the amendments shall not lead to an increase in the Supplier's remuneration.

- 2) Due to a prolonged procedure for the selection of the Supplier in the procedure for the award of this contract, or due to other circumstances that could not have been foreseen beforehand, preventing the proper execution of the deliveries covered by the contract, it shall become necessary to amend the completion dates specified in the Request or the contract.
- 3) Amendments to the contract completion date shall be acceptable in cases of:
  - a) force majeure events (natural disaster, civil unrest, military action, pandemic, etc.) preventing the delivery of the subject of the contract,
  - b) circumstances that could not have been foreseen by the contracting parties despite the exercise of due diligence or for reasons of formal and legal obstacles beyond the control of the contracting parties,
  - c) delays at earlier stages of the project,
  - d) delays in or changes to administrative or other institutions' decisions (decisions by public authorities, changes to the applicable provisions of law, awaiting previously unforeseen but necessary expert assessments, court rulings, etc.),
  - e) performing the subject of the contract before the contractual completion date and the Contracting Authority obtains the funds to pay the Supplier's remuneration at an earlier date,
  - f) a need for additional deliveries, consisting of a partial replacement of supplied contract items or systems, or an increase in the planned delivery or enhancement of existing systems.

All changes to the provisions of the contract shall be made in writing otherwise shall be null and void. The occurrence of any of the circumstances mentioned above to the extent that they affect the performance of the contract shall result in the term of the contract being extended/amended accordingly by the time required to duly complete its subject matter. Any delays/changes must be documented by relevant protocols signed by the Supplier and the Contracting Authority, based on which the parties shall agree upon new completion dates.

### **XIII. GDPR Data Protection Compliance Statement**

Pursuant to Article 13(1) and (2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (EU Journal of Laws L 119 of 4 May 2016, p. 1), hereinafter: GDPR, the Contracting Authority informs that:

- 1) The Controller of your personal data is Pojazdy Szynowe PESA Bydgoszcz S.A., ul. Zygmunta Augusta 11, 85-082 Bydgoszcz, Poland, NIP (Tax ID Number): 5540311775.
- 2) Your personal data will be processed on the basis of Article 6(1)(c) of the RODO for the purpose of conducting the tender procedure and concluding the contract, and the legal basis for the processing is the legal obligation to apply formalised procurement procedures resulting from the "Guidelines on the eligibility of expenditure 2021-2027", setting out harmonised conditions and procedures for the eligibility of expenditure for ESF+, ERDF, CF and STF.
- 3) Personal data will be processed for the duration of the tender procedure and thereafter in accordance with the provisions on project archiving and sustainability (if applicable).

- 4) The personal data processed may be obtained from the Data Subject Suppliers or other entities whose resources are relied upon by the Suppliers.
- 5) The personal data processed shall in particular include the name, address, VAT ID, REGON (National Business Registry Number), CEIDG (Central Registration and Information on Business Number), KRS (National Court Register Number) and other personal data provided by the person submitting a tender and other correspondence received by the Contracting Authority in order to participate in the tender procedure.
- 6) Personal data may be transferred to public authorities and government offices, or other entities authorised by law or performing public interest tasks or in the exercise of public authority, in particular to entities carrying out control activities in relation to the Contracting Authority.
- 7) Personal data is transferred to data processors on behalf of the Controller.
- 8) You have the right to request personal data from the Controller:
  - a) pursuant to Article 15 of the GDPR, the right of access to personal data concerning you,
  - b) pursuant to Article 16 of the GDPR, the right to rectify your personal data,
  - c) pursuant to Article 18 of the GDPR, the right to request the Controller to restrict the processing of personal data, subject to the cases referred to in Article 18(2) of GDPR,
  - d) the right to lodge a complaint with the President of the Data Protection Authority if you consider that the processing of personal data concerning you violates the provisions of the GDPR.
- 9) You are not entitled to:
  - a) pursuant to Article 17(3)(b), (d) or (e) of GDPR, erasure of personal data,
  - b) transfer of personal data as referred to in Article 20 of GDPR,
  - c) pursuant to Article 21 of the GDPR, object to the processing of your personal data, as the legal basis for the processing of your personal data is Article 6(1)(c) of the GDPR.

#### **XIV. Final provisions**

- 1) All communication in the tender procedure, including the announcement of the Request for Quotation, the submission of tenders, the exchange of information between the Contracting Authority and the Tenderers, including the asking of questions concerning the Request for Quotation and the submission of documents and statements, shall be made in writing via BK2021.
- 2) Tenderers have the right to ask questions to the content of the Request for Quotation via BK2021 no later than 6 days before the tender closing date.
- 3) The Contracting Authority shall respond to the questions received via BK2021.
- 4) The Tenderer's signed Declaration of Confidentiality shall be delivered to the Contracting Authority **no later than 14 calendar days before the tender closing date** to: [mariusz.lenc@pesa.pl](mailto:mariusz.lenc@pesa.pl). Upon receipt of the signed Declaration of Confidentiality, the Contracting Authority shall, no later than within 2 working days, make available Appendix 4 - Models for making mobile jigs and Appendix 6 - Models of components for CTA.
- 5) The Contracting Authority shall inform of the selection of the most preferred tender via BK2021.

- 6) By submitting a tender, the Tenderer agrees to make available the Tenderer's details and the offered conditions for the performance of the contract specified in the tender.
- 7) Tenderers shall bear all costs in connection with the preparation and submission of their tenders. Tenderers undertake not to make any claims against the Contracting Authority in this respect.

**XV. Annexes**

- 1) Tender Form.
- 2) Statement of Conforming to the Conditions for Participation in the Tender Procedure.
- 3) Declaration of Confidentiality.
- 4) Models for Making Mobile Jigs - Appendix available on submission of a signed Declaration of Confidentiality.
- 5) Guidelines for the Preparation of an LCC Analysis for a Laser Welding Station chamber.
- 6) Models of Component for CTA - Appendix available on submission of a signed Declaration of Confidentiality.