

Jasło, 02.08.2024

### ENQUIRY NO. 2.1/FENG/JS/2024

carried out as part of the research project entitled: "Development of a breakthrough technology for the production of SPC-type vinyl panels and boards with highly realistic synchronous 3D structure and improved performance", for which the Contracting Entity is applying for funding under Priority I of the European Funds for a Modern Economy 2021-2027 (FENG) Programme, Measure: 1.1. SMART path

#### I. CONTRACTING ENTITY

**Kronoflooring Sp. z o. o.**

ul. Wojska Polskiego 3

39-300 Mielec

NIP (Tax Identification No.): 8171078881

REGON (National Business Registry No.): 690399602

**Persons authorised by the Contracting Entity to contact it regarding the contract:**

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#### II. CONTRACT AWARD PROCEDURE

This procurement procedure is conducted in accordance with the principle of competitiveness as set out in the Guidelines of the Minister of the Funds and Regional Policy of 18 November 2022 on the eligibility of expenditure under the European Regional Development Fund, the European Social Fund Plus, the Fair Transition Fund and the Cohesion Fund for the period 2021-2027.

The Contracting Entity is not an entity obliged to apply the provisions of the Act of 11 September 2019 Public Procurement Law (Journal of Laws of 2019, item 2019).

#### III. DESCRIPTION OF THE SUBJECT OF CONTRACT

1. **Type of contract:** delivery
2. **Name and contract code according to the Common Procurement Vocabulary (CPV):**

CPV code - basic

42900000-5: Miscellaneous general and special purpose machinery

CPV codes - additional

42993000-3: Chemical industry machinery

42950000-0: Parts of general-purpose machinery

42400000-0: Lifting and handling equipment and parts

3. **The subject of the contract** is supply, supervision of the assembly and start-up process of machines and equipment for production of SPC (Stone Plastic Composite) vinyl sheets in the field of extrusion, film application and annealing. The machinery and equipment subject to this procedure will form part of a technological line for the production of floor and wall panels with an increased proportion of mineral core, synchronous and diverse 3D structure and enhanced quality and performance parameters.

The subject matter of the contract was divided into the following scopes corresponding to the different sections of production ,i.e.:

Scope 1 SPC plate extrusion line:

1. Material hopper with metering system (1 pc.)
2. Twin-screw conical extruder (1 pc.)
3. Degassing system (1 pc.)
4. Extruder head (1 pc.)
5. Electrical control system for the extruder (1 pc.)

Scope 2. Calender (including primer feed system and thermal system)

1. Calender 4 heated cylinders (1 pc.)
2. PVC film unwinding and stretching unit (2 pcs)
3. IXPE liner lamination system (2 pcs)
4. Thermo oil heating and control system (1 pc.)
5. Edge trimming mechanism (1 pc.)
6. Automatic system for continuous monitoring of board thickness (1 pc.)
7. Heating oven system (1 pc.)

Scope 3. Cooling system

1. Cooling fans (1 set)
2. Roller conveyors (1 set)
3. Cooling chamber system (1 pc.)
4. Extraction machine (1 pc.)

Scope 4. Plate cutting and depositing system

1. Plate length cutting machine (1 pc.)
2. Automatic system for the stacking of boards and the transport of base pallets (1 pc.)

A detailed technical specification of the machinery and equipment covered by the contract is included in Annex No. 1 to the Request for Proposals “*Detailed technical specification of the subject matter of the contract*”.

4. The Contractor undertakes to ensure the mutual compatibility of the machinery and equipment it supplies, as listed in clause 3 above. In cases where, in the specification of the subject matter of the contract, the Contracting Entity has used proper names, the Contracting Entity allows the submission of a tender with equivalent elements. The Contracting Entity has specified the manufacturer only to illustrate by way of example the elements and components that meet the Contracting Entity’s requirements. The Contracting Entity allows other elements and components to be offered which are equivalent in quality, operation and technical performance to those indicated by the Contracting Entity. A Contractor submitting a bid with equivalent elements must meet the boundary parameters specified in this Request for Proposals under pain of rejection of the bid as not complying with the content of the Request for Proposals. When offering an equivalent solution, the contractor is obliged to demonstrate equivalence in terms of the indicated parameters, which must be at a level not worse than the parameters indicated by the Contracting Entity.
5. The Contractor guarantees that the machinery and equipment supplied by it shall be brand new, free of any physical or legal defects, in particular that they do not infringe any intellectual property rights of third parties, and any copyright, trademark protection rights, patents or industrial design/utility model registration rights.

6. Annex No. 1 to the Request for Proposals “*Detailed technical specifications of the subject matter of the contract*” and Annex No. 4 “*Technical specification of the device offered by the Contractor*” will be provided by the Contracting Entity after the Contracting Entity has received Annex No. 5 to the Request for Proposals “*Confidentiality Statement*”, signed by the person authorised to represent the Contractor specified in the registration document (records) or a relevant power of attorney:
  - a) If the Contractor has its registered office or place of residence in Poland, if the electronic registration documents available in the electronic database KRS or CEIDG do not show up-to-date information on the Contractor with regard to representation, the Contractor shall be obliged to submit relevant statements and documents concerning the outdated items. If the Contractor is a civil partnership, the civil partnership agreement regulating the manner of external representation of the partnership must be attached.
  - b) If the Contractor has its registered seat or place of residence outside the territory of the Republic of Poland, it shall be obliged to present a valid copy of an appropriate register or other document issued in the country where it has its registered seat, confirming the right of the person signing the Confidentiality Agreement to represent the Contractor (in the original with a translation into Polish or English).
  - c) If the Confidentiality Statement is signed by a person other than the one indicated in the registration document, a copy of the relevant power of attorney must be attached.
  - d) The signed Confidentiality Statement in a scan (together with the completed details of the Contractor in the Statement's compartment) should be sent electronically to: [a.chwaszcz@kronospan.pl](mailto:a.chwaszcz@kronospan.pl) and in hard copy to the Contracting Entity's address: ul. Wojska Polskiego 3, 39-300 Mielec, POLAND. The envelope should bear the following information: Confidentiality Statement, ZO No. 2.1/FENG/2024.
  - e) The Confidentiality Statement is not negotiable or amendable.
  - f) The Contracting Entity reserves the right to request the Contractor to produce a registration document confirming the Entity of the person signing the Non-Disclosure Agreement to represent the Contractor.
  - g) Annexes 1 and 4 to the Request for Proposal will be sent back by the Contracting Entity to the Contractor's email address up to 3 working days of receipt of a scan of a duly signed copy of the Confidentiality Statement.
7. Together with the delivery of the machinery and equipment, which are the subject of the Contract, the Contractor shall include:
  - a) List of engines and valves,
  - b) Limit switch list and sensor list,
  - c) Wiring diagrams.
  - d) List of cables,
  - e) Panel and dashboard layouts,
  - f) Pneumatic diagrams,
  - g) Layout of electrical equipment,
  - h) List of spare parts,
  - i) The technical and operating documentation of a manufacturer of each piece of equipment,
  - j) Maintenance schedules and scope,
  - k) Instruction manual in Polish,
  - l) CE safety certificates,

and the other documentation indicated in the Contractor's Offer (hereinafter the “**Documentation**”). The Documentation must be provided on paper and on a digital medium (CD or USB stick) in Polish if relevant to the operation, and in English otherwise. The Contracting Entity shall be entitled to charge the Contractor for any documented costs incurred as a result of any deficiencies in the Documentation, even if such deficiencies are discovered after the signature of the Acceptance Protocol. The indicated Documentation should meet the highest possible standards and comply with the applicable regulations.
8. In the event that the Contract Item does not meet the specifications indicated in the Contractor's Bid, the Contracting Entity may either return it to the Contractor at the Contractor's expense and risk or may notify the Contractor that the Subject matter of the Contract has been rejected and that it is being stored at the Contractor's risk and expense.
9. **The Contracting Entity does not allow for submitting variant bids.**

10. **The Contracting Entity does not allow partial bids.**

11. **Order completion date.**

11.1 The Contractor shall deliver the machinery and equipment covered by the contract to the Contracting Entity's production facility located in Jasło, ul. Przemysłowa 10, no later than 15 months from the date of signing the contract.

11.2 The Contractor shall be obliged to put the machinery and equipment covered by the contract into operation no later than 18 months from the date of signing of the contract, which shall be confirmed by the signing of a faultless final acceptance protocol in accordance with section IV, item (2)(c). The signing of the final acceptance protocol will confirm that the subject matter of the contract has been completed in its entirety.

12. **Place of performance:** The Contracting Entity's production plant located in Jasło, ul. Przemysłowa 10.

#### IV. ESSENTIAL CONDITIONS FOR THE PERFORMANCE OF THE SUBJECT MATTER OF THE CONTRACT

1. **INSTALLATION AND COMMISSIONING**

- a) As part of the subject matter of the contract, the Contractor shall install the machinery and equipment supplied and ensure that a sufficient number of suitably qualified and competent personnel are involved in the installation and commissioning process. The Contracting Entity guarantees the due cooperation of the personnel appointed to carry out the installation, in particular the fulfilment of the Contractor's instructions and directions. In the event of a delay in installation due to reasons attributable to the Contracting Entity's staff, the timescales provided for in the schedule will be adjusted accordingly. In the event of a delay due to reasons attributable to the Contracting Entity's staff, no penalties will be imposed on the Contractor in relation to the delay in installation.
- b) The Contractor will be responsible for the complete installation of machinery and equipment. The Contractor will be responsible for the complete installation in terms of quality of work and meeting deadlines.
- c) The Contracting Entity will provide the Contractor with the Contracting Entity's staff required to carry out the installation, up to a maximum of 800 man-hours of installation. If the Contractor requires more man-hours than those specified, the number of man-hours and the rate per man-hour will be mutually negotiated.

2. **CONDITIONS CONCERNING THE ACCEPTANCE OF THE SUBJECT MATTER OF THE CONTRACT**

- a) The Contracting Entity may at any time request the Contractor to inspect the progress of the performance of the subject matter of the contract, and the Contractor shall promptly enable the Contracting Entity to carry out such inspection, no later than within 7 calendar days of the Contracting Entity's request.
- b) The test will be carried out immediately after completion of the tests during commissioning and will be communicated by the Contractor to the Contracting Entity well in advance. During the course of the test, the Contracting Entity's operating personnel must follow the instructions of the Contractor's installation supervisor.
- c) Confirmation of the condition and compliance of the Contracting Entity's delivered Subject matter of the Contract with the conditions specified in the Request for Proposals and in the Specification of the Subject matter of the Contract will take place through the signing of a defect-free Acceptance Report (hereinafter referred to as: **"Acceptance Report"**)
- d) A positive test result depends on the production of SPC panels with a mineral filler content min. 75% with the following characteristics:
  - i. Length 3000 mm
  - ii. Thermal stability according to ISO 23999 -  $\leq 0.15$
  - iii. Deflection according to ASTM F1304 -  $\geq 1.3$  inches
  - iv. Charpy V-Notch impact test according to PN-EN ISO 179-1/1eA  $\geq 2.2$  kJ/m<sup>2</sup>
  - v. Swelling  $\leq 1\%$
  - vi. Curling  $\leq 1$  mm

- e) The Contracting Entity will provide the following materials free of charge for the test:
  - i. mineral filler,
  - ii. polyvinyl chloride,
  - iii. stabilisers,
  - iv. process additives,
  - v. flame retardant systems.
- f) A condition for successful acceptance is that the acceptance criteria are met, i.e.:
  - i. Capacity of extruder head: min. 3300 kg/h
  - ii. Production of panels complying with EN16511 for floor class 34
  - iii. Reliability of machinery and equipment at min. 93% - test duration - 3 days of 24 h of continuous operation
- g) should the machinery and equipment covered by the contract fail to meet all the technical conditions described in the Detailed Technical Specifications for Machinery and Equipment constituting Annex 1 to the Request for Tender, and the conditions set out in (d) and (f) above, then the Contracting Entity shall be entitled to:
  - i. refuse to sign the final acceptance report in the event of defects/faults:
    - making it impossible to operate the machinery and equipment in accordance with the conditions laid down in point. 2(f) above and the Contractor's offer,
    - affecting the functionality and/or the suitability of the installation for the purposes of the Contracting Entity as stipulated in the request for quotation, or in the event of incompleteness in the performance of the contract until such defects are remedied
  - or
  - ii. sign the final acceptance report with observations, indicating defects/faults.
- h) Defects/faults in machinery and equipment identified in the final acceptance report (both the final acceptance report signed by the Contracting Entity with an indication of the defects/faults and the final acceptance report not signed by the Contracting Entity with a justification for refusal to sign) shall be rectified by the Contractor at its expense within 30 days of the final acceptance report being drawn up.

### 3. TERMS OF PAYMENT

Payment of the price (contractual remuneration) will be made in instalments on the basis of the corresponding VAT invoices issued by the Contractor upon fulfilment of the conditions for payment of the instalment described below:

- a) 15% (in words: fifteen per cent) payable immediately after the date of signing the contract for the execution of the Subject of the Order and the Contractor's delivery to the Contracting Entity of a bank guarantee issued by a bank or financial institution with its registered office in an EU Member State (hereinafter: Bank Guarantee) for the amount of that advance;
- b) 55% (in words: fifty-five per cent) payable within 10 days after delivery of the machinery and equipment comprising the Subject matter of the Contract and upon delivery of the bills of lading in English, the certificate of origin and the forwarding agent's certificate of acceptance of the goods for shipment (or if not applicable other adequate documents);
- c) 10% (in words, ten per cent) payable immediately after completion of the first SPC panel meeting the parameters as in Section IV, item 2, paragraph d,
- d) 10% (in words: ten per cent) payable immediately on presentation of an Acceptance Protocol signed by the Contractor and the Contracting Entity,
- e) 10% (in words: ten per cent) upon delivery to the Contracting Entity of a Bank Guarantee for guarantee claims for the amount of 10% of the price (contractual remuneration) for the period of the Guarantee.

The Contracting Entity stipulates that payment of the price under the above conditions may be made either by the Contracting Entity or by another entity in the case of lease financing of the Subject matter of the Contract.

### 4. WARRANTY:

- a) The Contractor shall provide the Contracting Entity with a guarantee of at least 24 months for the correct operation of the machinery and equipment supplied in three-shift operation. The guarantee

starts from the date the final acceptance protocol is signed. The Contractor shall provide the guarantee documents on the date of final acceptance as an attachment to the final acceptance protocol.

- b) The limitation period for claims for defects is at least 24 months from the date of acceptance. The specifications for the Subject matter of the Contract given in Annex 1 are quality specifications, not guarantees.
  - c) In the event of legitimate claims, re-performance will be at the Contractor's discretion by repair or replacement. The replaced parts become the property of the Contractor.
  - d) In the event of rectification of defects, the Contractor shall bear all costs necessary for rectification of the defect, in particular the costs of transport, travel, labour and materials, insofar as these are not increased by the fact that the delivery item has been delivered to a location other than the place of performance.
  - e) The Contracting Entity shall be entitled to make further statutory claims, in particular withdrawal from the contract and reduction of the purchase price, insofar as the statutory requirements in this respect are fulfilled.
  - f) Any defect/fault in machinery and equipment will be remedied within timescales to be determined on a case-by-case basis.
5. **INSTRUCTION OF THE CLIENT'S STAFF:** As part of the Subject matter of the contract, the Contractor shall be obliged to instruct the Contracting Entity's employees in the operation of the machinery and equipment supplied and to maintain them in proper technical condition.
6. **CIVIL LIABILITY INSURANCE:** During the entire period of the contract, i.e. until the date of signing the final acceptance protocol, the Contractor shall be obliged to have civil liability insurance for his business activity, as well as insurance of fixed and current assets related to the Subject matter of the contract against fortuitous events for the sum insured in the amount of the contractual remuneration. The Contractor will be required to provide a copy of the Public Liability Insurance policy confirming insurance cover no later than 7 calendar days from the date of signing the contract for the Subject matter of the Contract.
7. **CONTRACTUAL PENALTIES:**
- a) If the time limits laid down in Section III, item 11 of the Request for Proposals by more than 21 days for reasons attributable to the Contractor, then the Contracting Entity shall be entitled to deduct from the 22nd day an amount of 0.1% of the total net price for each day of delay started, not exceeding 5% of the total net price, without having to provide evidence of loss.
  - b) If the Documentation is not delivered on time, the Contracting Entity has the right to withhold payment for acceptance until the Documentation is delivered. For the revised final electrical documentation, the latest submission date is the Contract completion dates.
8. **FORCE MAJEURE**
- a) Both the Contracting Entity and the Contractor (hereinafter: Party) will not be liable for damages caused by a force majeure event.
  - b) Force majeure shall be deemed to be an extraordinary and external event, the occurrence and duration of which are beyond the control of a Party and which it has not been able to prevent despite the exercise of due diligence.
  - c) A Party which is prevented from performing its contractual obligations due to a case of force majeure shall inform the other Party at the latest within 14 days of the occurrence of such a case. This obligation also applies to the notification of the cessation of such a case. The absence of such information from a Party that cannot perform its contractual obligations due to a case of force majeure shall result in that Party being deprived of its right to invoke a case of force majeure to escape liability.
  - d) In the event of an event of force majeure, the time allowed for the Parties to perform their obligations shall be extended by the time the event of force majeure occurs and its consequences are remedied.

## V. GROUNDS FOR EXCLUSION FROM PARTICIPATION IN THE PROCEDURE

1. Contractors are excluded from participating in the bidding procedure:
  - 1.1 in which there are capital or personal links. Personal or capital ties shall mean any mutual connections between the Awarding Entity or persons authorised to contract obligations on behalf the



Awarding Entity or persons performing, on behalf of the Awarding Entity, any tasks related to the contract awarding procedure and the Contractor, including in particular:

- a) participating in a company as a partner in a civil law partnership or other partnership, holding at least 10% of shares (unless a lower threshold is stipulated by law), serving as a member of a supervisory or managerial body, proxy or attorney,
  - b) be married or have a consanguinity or relation by blood or affinity in direct line, in the second degree of consanguinity or in a collateral line, or have a relationship of adoption, custody or guardianship, or have a shared life with the Contractor, its legal deputy, or the members of the management or supervisory bodies of the economic operators competing for the award of the contract,
  - c) to have such a legal or factual relationship that there is reasonable doubt as to their impartiality or independence in relation to the procurement procedure.
- 1.2 who are subject to exclusion pursuant to Article 5k of Council Regulation (EU) No. 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's destabilising actions in Ukraine (OJ L EU No. L 229, 31.7.2014, p. 1), hereinafter: Regulation 833/2014, as amended by Council Regulation (EU) 2022/576 amending Regulation (EU) No. 833/2014 concerning restrictive measures in view of Russia's destabilising action in Ukraine (OJ L EU No. L 111, 8.4.2022, p. 1), hereinafter Regulation 2022/576, i.e. the Contracting Entity excludes participation of:
- a) Russian citizens or natural or legal persons, entities or bodies established in Russia,
  - b) legal persons, entities or bodies owned directly or indirectly by more than 50% by an entity referred to in point (a) above,
  - c) natural or legal persons, entities or bodies acting on behalf or at the direction of an entity referred to in point (a) or (b),
- including subcontractors or suppliers, where they account for more than 10% of the contract value.
- 1.3 who are subject to exclusion pursuant to Article 7(1) of the Act of 13 April 2022 on special solutions to prevent support for aggression against Ukraine and to protect national security (Journal of Laws of 2022, item 853) from the contract award procedure, i.e. the Contracting Entity excludes:
- a) a Contractor listed in the lists set out in Regulation 765/2006 and Regulation 269/2014 or listed on the basis of a decision on registration on the list ruling on the application of the measure referred to in Article 1 item 3 of the Act,
  - b) a Contractor whose beneficial owner within the meaning of the Act of 1 March 2018 on the prevention of money laundering and terrorist financing (Journal of Laws of 2022, item 593 and 655) shall be a person listed in the lists set out in Regulation 765/2006 and Regulation 269/2014, or listed or being such a beneficial owner as from 24 February 2022, provided that he or she has been listed on the basis of a decision on listing conclusive of the measure referred to in Article 1 item 3 of the Act,
  - c) a Contractor whose parent entity within the meaning of art. 3 sec. 1 item 37 of the Accounting Act of 29 September 1994 (Journal of Laws of 2021, item 217, 2105 and 2106), shall be an entity listed in the lists set out in Regulation 765/2006 and Regulation 269/2014, or listed or being such a parent entity as from 24 February 2022, provided that it has been listed on the basis of a decision on listing that determines the application of the measure referred to in Article 1 item 3 of the Act.
2. In order to prove that there are no grounds for exclusion from the proceedings for the award of the subject contract referred to in item 1 above, the Contractor should submit with its bid a self-declaration of no grounds for exclusion in accordance with the model constituting Annex No. 2 to the Request for Proposals No. 2.1/FENG/JS/2024 "Declaration of no grounds for exclusion".
3. **Bid of the excluded Contractor shall be deemed rejected.**

## VI. CONDITIONS FOR PARTICIPATION IN THE PROCEDURE AND A DESCRIPTION OF THE METHOD FOR ASSESSING THEIR FULFILMENT

1. Contractors with the **knowledge and experience necessary to perform the contract** may participate in the proceedings. The Contractor will be deemed by the Contracting Entity to have fulfilled the condition in question by proving that he has executed at least 2 (in words: two) orders in the last 3 years before the deadline for submitting bids, and if the period of the Contractor's business activity is shorter, within this period, the subject of which was the supply, supervision of the assembly and start-up process of machines and equipment for production of SPC vinyl sheets in the field of extrusion, film application and annealing.
2. Verification of the fulfilment of the condition for participation in the proceedings will be made on the basis of the information contained in the form "*List of executed contracts*" concerning contracts, together with an indication of their subject matter and the entities for the benefit of which the contracts have been performed on Annex No. 3 to the Request for Proposals "*List of executed contracts*".
3. The evaluation of the fulfilment of the above participation condition will be made by checking whether the documents submitted by the Contractor confirm the fulfilment of the participation condition, according to the "meets - does not meet" formula.
4. The documents submitted should confirm that the Contractor meets the condition for participation in the procedure, no later than the closing date for the submission of bids.
5. The Contracting Entity reserves the right to request the Contractor, whose bid will be selected as the most advantageous, to submit, before the contract is signed, documents on the basis of which it will be possible to confirm that the Contractor meets the condition of knowledge and experience necessary for the execution of the contract, as specified in item 1 above, i.e. documents confirming the completion of the contracts indicated by the Contractor in the list of completed contracts attached to the bid.
6. The bid of a Contractor who does not meet the participation condition specified in paragraph 1 above will be rejected.

## VII. HOW TO PREPARE A BID

1. The bid submitted by the Contractor must be drawn up on the form constituting Annex No. 2 to the Request for Proposals "*Bid Template Form*".
2. If a bid is submitted on other forms, the bid will be rejected and will not be evaluated.
3. Bids must be drawn up in Polish or English. Documents in a foreign language shall be submitted together with a translation into Polish.
4. The bid and the appendices to the bid containing the declarations shall be signed by an authorised representative(s) of the Contractor in accordance with the form of representation of the Contractor specified in the Contractor's registration document or by a proxy of the Contractor in a way which makes it possible to identify the person signing the documents (legible signature indicating the position or signature with a name stamp).
5. The Contracting Entity recommends that each written page of the bid (including the annexes to the bid) be numbered consecutively.
6. The completed Bid Form must be accompanied by:
  - 6.1 Signed Declaration of no grounds for exclusion from the procedure in accordance with the template included in the section "*Declaration of no relationship with the Contracting Entity*", and "*Declaration of no grounds for exclusion*" of Annex No. 2 to the Request for Proposals "*Bid Template Form*";
  - 6.2 A list of completed contracts in accordance with the template in Annex 3 to the Request for Proposals "*List of completed contracts*";
  - 6.3 A technical specification of the offered equipment prepared on the template included in Annex 4 to the Request for Proposals "*Technical specifications of the equipment offered by the Contractor*";
  - 6.4 If a bid is signed on behalf of the Contractor by a proxy (a person not authorised to do so in the Contractor's registration documents), a scan of the relevant power of attorney must be attached to the bid.
7. The Contracting Entity informs that the bids submitted in the procurement procedure are public. Bids shall be made available upon written request of the Contractors who submitted bids in the procedure, with the exception of information constituting a company secret within the meaning of the provisions on combating



unfair competition, if the Contractor, not later than on the deadline for submission of bids, reserved that they cannot be made available and proved that the reserved information constitutes a company secret. A company secret within the meaning of the Act of 16 April 1993 on Combating Unfair Competition (i.e. Journal of Laws of 2020 item 1913) is understood as technical, technological and organisational information of the company, undisclosed to the public, or other information of economic value in relation to which the Company has taken the necessary steps to maintain its confidentiality.

8. Should a bid contain information constituting a business secret within the meaning of the provisions on combating unfair competition, the Contracting Entity shall recommend that the information reserved as a business secret be sent by the Contractor in a separate file marked "business secret" separately from the remaining, non-confidential elements of the bid in a manner that does not raise any doubts as to which of the information contained in the bid constitutes such a secret. The pages containing the information referred to in the preceding sentence shall be separately bound together, but numbered in continuation of the page numbering of the bid.
9. The Contractor may not reserve information concerning the name (company) and address, price, completion date, guarantee period and payment terms contained in the bid.
10. The Contractor may submit only one bid.
11. Before the deadline for the submission of bids, the Contractor may amend or withdraw its bid.
12. All costs related to the preparation and submission of a bid shall be borne by the Contractor.

#### VIII. BID VALIDITY PERIOD

1. The bid will be binding on Contractors for a **period of 90 days**.
2. The quotation validity period begins as soon as the deadline for submitting quotations expires.
3. The Contractor, on its own or at the request of the Contracting Entity, may extend the bid validity period, with the reservation that the Contracting Entity may only once, at least 3 days before the expiry of the bid validity period, request the Contractors to agree to an extension of that period by a specified period.

#### IX. PLACE AND DEADLINE FOR SUBMITTING BIDS:

1. Tenders responding to the Request for Proposals should be submitted using the BK2021 Competitiveness Database system (hereinafter: Competitiveness Database), which is available at <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/> via the tab "BIDS" available in the tab of the Request for Proposals (announcement).
2. The deadline for submitting bids was set within the notice published on the Competitiveness Database.
3. Detailed instructions on how to register a Contractor in the Competitiveness Database and how to use the system are available at: <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/pomoc>
4. The bid, together with the required annexes, must be enclosed as a scanned written bid or as an electronic bid signed with a qualified electronic signature.
5. The date and time of submission of a bid shall be understood to be the date and time of its transmission via the Competitive Database system in accordance with paragraph 1 above.
6. A bid submitted after the deadline will not be considered.
7. The Contracting Entity reserves the right to extend the deadline for the submission of bids. Each time it will post the relevant information on the Competitiveness Database at: <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/> in the body of the notice.

#### X. CRITERIA FOR THE EVALUATION OF BIDS AND METHOD OF EVALUATION

1. Bids of Contractors, prepared in accordance with the requirements specified in Section VII of this Request for Proposal, not subject to exclusion in accordance with Section V of this Request for Proposal and meeting the

conditions of participation specified in Section VI of the Request for Proposal, will be evaluated according to the following criteria:

BID EVALUATION CRITERIA	POINT WEIGHT	DESCRIPTION OF THE SYSTEM OF AWARDING POINTS FOR FULFILLING THE PARTICULAR EVALUATION CRITERION:
<b>Gross price</b> [Kprice]	60	<p>In the criterion "Gross price", the Contracting Entity will make the evaluation on the basis of the information provided by the Contractor in the Bid Template Form, constituting Annex No. 2 to this Request for Proposals.</p> <p>In the Bid Template Form, the Contractor shall state the net price, the applicable VAT rate and the gross value, rounded to two decimal places, observing the mathematical rule of rounding numbers.</p> <p>It is the Contractor's responsibility to determine VAT correctly. Foreign contractors who, on the basis of separate regulations, are not obliged to pay tax in Poland shall quote only the net price. For the purpose of comparing bids, the Contracting Entity will add to the presented net bid price of foreign Contractors, the amount of the value added tax due (chargeable to the Contracting Entity in respect of the performance of the contract) and any customs duty, which it would be obliged to settle in accordance with the applicable regulations.</p> <p>The gross price shall be the final price including all costs and price components related to the execution of the subject matter of the contract, e.g. goods, transport, packaging and insurance costs, other charges, if any, provided for by the Contractor, as well as possible discounts and rebates applied by the Contractor. The Contractor shall include in the offer price all costs necessary for proper, full and timely execution of the subject matter of the contract, resulting from the conditions and obligations specified in the Request for Proposals, as well as its own knowledge and experience.</p> <p>The price for the subject matter of the contract may only be one, price variants are not allowed.</p> <p><b>The gross bid price in PLN will be used to compare the bids.</b></p> <p>If the Contractor determines the price in a currency other than PLN, the Contracting Entity shall adopt the average exchange rate of the National Bank of Poland (NBP) as the currency conversion rate, which is available at the following address <a href="http://www.nbp.pl">www.nbp.pl</a> published on the day of publication of this Request for Proposals in the Competitiveness Database.</p> <p>The scoring value for this criterion will be calculated as follows:</p> $K_{price} = \frac{\text{cena brutto najtańszej spośród złożonych ofert}}{\text{cena brutto badanej oferty}} \times 60$ <p>An offer may be awarded a maximum of 60 points for the criterion "Gross price".</p>
<b>Quality guarantee</b> [Kguarantee]	15	<p>In the criterion "Quality guarantee", the Contracting Entity will make the assessment on the basis of the declaration submitted by the Contractor in the Bid Template Form.</p> <p>The warranty period shall be calculated in months and shall commence on the day following the day on which the Parties sign the Protocol of Acceptance of the subject matter of the contract (under the terms and conditions specified in Section IV, item 4 of the Request for Proposals).</p> <p>The minimum guarantee period required by the Contracting Entity is 24 months.</p> <p>If the Contractor indicates a warranty period of less than 24 months, the Contractor's offer will be rejected as not complying with the content of the Request for Proposals.</p>

		<p>The Contracting Entity will award points in the “Quality guarantee” criterion as follows:</p> <p>24-month guarantee - 0 points.</p> <p>The Contracting Entity will award 5 points for each additional 8 months above the required minimum, i.e.:</p> <p>Quality guarantee provided for a period of min. 32 months - 5 points</p> <p>Quality guarantee provided for a period of min. 40 months - 10 points</p> <p>Quality guarantee provided for a period of min. 48 months - 15 points</p> <p>If a period longer than 48 months is quoted, the bid will receive the number of points as for a warranty period of 48 months.</p> <p>A bid may be awarded a maximum of 15 points for the criterion “Quality guarantee”.</p>
<p><b>Extruder head capacity</b> [K<sub>capacity</sub>]</p>	20	<p>For the criterion “Extruder head capacity”, the Contracting Entity will make the evaluation on the basis of the statement submitted by the Contractor in the Bid Template Form.</p> <p>The minimum extruder head capacity required by the Contracting Entity is 3300 kg/h.</p> <p>If the Contractor indicates an extruder head capacity below 3300 kg/h, the bid will be rejected.</p> <p>Points will be awarded according to the following scheme:</p> <p>Extruder head capacity equal to or higher than 3750 kg/h - 10 points</p> <p>Extruder head capacity equal to or higher than 4150 kg/h - 20 points</p> <p>A bid may receive a maximum of 20 points for the criterion “Extruder head capacity”.</p>
<p><b>Environmental criterion Installed power of the line in kW</b> [K<sub>environmental</sub>]</p>	5	<p>For the criterion “Environmental criterion Installed line power in kW”, the Contracting Entity will make the evaluation on the basis of the statement submitted by the Contractor in the Bid Template Form.</p> <p>The total power required by the Contracting Entity is a maximum of 1,385 kW.</p> <p>If the Contractor indicates a total line power of more than 1,385 kW, the bid will be rejected.</p> <p>Points will be awarded according to the following scheme:</p> <p>Total power of line 1,385 kW - 0 points</p> <p>Total power of line 1,384 – 1,285 kW - 2.5 points</p> <p>Total power of the line 1,284 kW - 5 points</p> <p>If the total power of the line is given as less than 1,284 kW, the bid will be awarded the number of points as for a total power of 1,284 kW</p> <p>An offer may be awarded a maximum of 5 points for the criterion “Environmental criterion Installed line power in kW”.</p>

- The final number of points that an offer will obtain will be the sum of the points obtained in the evaluation criteria presented above (i.e.  $K_{price} + K_{guarantee} + K_{capacity} + K_{environmental}$ ). Scores will be rounded to two decimal places using the mathematical rule of rounding numbers. A bid can receive a maximum of 100 points.
- The most economically and qualitatively advantageous bid will be the one that is not subject to exclusion, meets the conditions for participation in the procedure and scores the highest number of points during the evaluation.
- If the Contracting Entity is unable to select the most advantageous bid as two or more bids receive the same number of points, the Contracting Entity shall select the bid with the lowest price from among those bids, and

if bids with the same price have been submitted, the Contracting Entity shall call upon the Contractors who submitted those bids to submit additional bids. The Contractors submitting additional bids shall not be allowed to offer prices higher than those offered in the bids submitted by them previously.

5. In the case of Contractors who submitted bids by the specified deadline, but the bids did not contain the required documents and statements, or the submitted documents and statements are incomplete, contain errors or raise doubts indicated by the Contracting Entity, the Contracting Entity shall call for the submission of the missing documents or statements, their supplementation or correction, or for providing explanations within the deadline indicated by the Contracting Entity, unless the Contractor's bid has to be rejected or the procedure has to be cancelled despite their submission, supplementation or correction or providing explanations. Failure by the Contractor to meet the deadline indicated by the Contracting Entity will result in rejection of the bid. Only formal deficiencies or errors shall be subject to completion, correction or clarification. It is not possible to change the terms of the bid submitted.
6. In the case of an Contractor whose bid may contain an abnormally low price in relation to the subject matter of the contract, the Contracting Entity reserves the right to call upon the Contractor, according to the procedure described in item 5 above, to provide the relevant explanations and the method of calculating the gross contract price. A price may be considered abnormally low if it is lower by at least 30% than the arithmetic mean of the prices of all bids submitted which are not subject to rejection, or if it raises doubts in the Contracting Entity as to the possibility of performing the subject matter of the contract in accordance with the requirements specified in the request for bids or resulting from separate regulations. The Contracting Entity shall take objective factors into account when assessing the explanations provided by the Contractor. The Contracting Entity shall reject the bid of a Contractor, who failed to provide clarifications, or failed to provide them within the indicated deadline, if the evaluation of the clarifications, including the provided evidence, confirms that the bid contains an abnormally low price in relation to the subject matter of the contract. The burden of proving that a bid does not contain an abnormally low price is on the Contractor.
7. The Contracting Entity will post information on the outcome of the procedure in the Competitiveness Database at <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/> in the "BIDS" tab of the Request for Proposals (announcement).
8. The Contracting Party reserves the right to:
  - a) to cancel the bid procedure without stating a reason, before the deadline for the submission of bids, if by that time no bid has been received in response to the Request for Proposals,
  - b) invalidate or cancel the proceedings at any stage if:
    - i. no offer has been made or no offer subject to rejection has been made;
    - ii. the price of the most advantageous bid or the bid with the lowest price exceeds the amount that the Contracting Entity intends to allocate to finance the contract, unless the Contracting Entity is able to increase that amount to the price of the most advantageous bid;
    - iii. the procedure is vitiated by an irremovable defect that makes it impossible to award the contract in accordance with the principle of fair competition and equal treatment of economic operators or the applicable legal provisions;
    - iv. there has been a material change of circumstances resulting in the conduct of the proceedings or performance of the contract not being in the interest of the Contracting Entity, which could not have been foreseen at the time of publication of the Request for Proposals.
9. Contractors shall have no claim against the Contracting Entity in the event that the Contractor exercises any of the rights set out in the preceding sentence.

## **XI. EXPLANATIONS OF THE CONTENT OF THE ENQUIRY AND HOW THE CONTRACTING ENTITY COMMUNICATES WITH CONTRACTORS**

1. The Contractor may request the Contracting Entity to clarify the content of the Request for Proposals through the Competitiveness Database system via the tab "QUESTIONS" available in the tab of the Request for Proposals (announcement). Detailed instructions on how to submit questions via the Competitiveness Database are available at <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/pomoc>

2. The Contracting Entity shall provide explanations not later than 6 days before the deadline for submission of bids, provided that the request for clarification of the specifications content was received by the Contracting Entity not later than by the end of the day, which is halfway through the deadline for submission of bids. If a request for clarification of the content of the Request for Proposals is received by the Contracting Entity at a later date or concerns the explanations provided, the Contracting Entity may provide explanations or leave the request unprocessed.
3. The Contracting Entity will post the content of the clarifications and answers in the Competitiveness Database under the tab **"QUESTIONS"** available in the tab of the Request for Proposals (announcement). The clarifications and responses will form an integral part of the Request for Proposals No. 2.1/FENG/JS/2024.
4. In the event that the clarifications include the content of the annexes made available after the sending of an Annex No. 5 – "Confidentiality Statement" (i.e., they will concern clarifications to Annex No. 1 to the Request for Proposal *"Detailed specification of the subject matter of the Contract"* or Annex No. 4 *"Technical specifications of the equipment offered by the Contractor"*), the Contracting Authority will provide an e-mail response to the Contractor who requested the clarifications and will additionally send the provided response by e-mail to all other Contractors who signed the "Confidentiality Statement". The responses will be sent to the email address from which the Annex No. 5 was sent. The clarifications and responses will be an integral part of the Request for Proposal No. 2.1/FENG/JS/2024.
5. The Contracting Entity reserves the right to amend or supplement the contents of the Request for Proposals at any time before the deadline for submission of bids. In the event of such a change or addition, this will be posted immediately on the Competitive Database.
6. In the event that the change referred to in item 5 above will result in the need to modify the bids, the Contracting Entity will, in accordance with the procedure described in item 5 at the same time extend the deadline for the submission of bids.
7. Extending the deadline for submission of bids will not influence the deadline for submission of application referred to in item 2 above.

## XII. FORMALITIES RELATED TO THE SIGNING OF THE CONTRACT

1. The Contracting Entity will call on the Contractor whose bid has been selected as the most advantageous, in writing or by e-mail, to conclude the contract. The Contracting Entity accepts the possibility of signing the contract with an electronic signature.
2. The selected Contractor shall be obliged to contact the Contracting Entity within the timeframe indicated in the summons in order to agree on all matters relating to the contract to be concluded.
3. The content of the terms and conditions for the performance of the Subject matter of the Contract specified in the Request for Proposals is **not subject to change or negotiation**, subject to situations described in part XIII of the Request for Proposals.
4. If the Contractor whose bid was assessed as the most advantageous evades signing the contract, it is possible to sign the contract with the next Contractor who obtained the next highest number of points in the procurement procedure.

## XIII. TERMS AND CONDITIONS FOR AMENDING A CONTRACT RESULTING FROM A PROCUREMENT PROCEDURE

1. The Contracting Entity reserves the right to amend the agreement concluded with the Contractor selected in the course of the procedure in the event of the occurrence of one of the circumstances listed below, including the conditions for their introduction:
  - 1.1 The Contracting Entity envisages the possibility of introducing significant changes to the provisions of the contract concluded with the selected Contractor in relation to the content of the bid, on the basis of which the Contractor has been selected, in the situations set out in item 3.2.4 point 4(b) - (e) of the *Expenditure Eligibility Guidelines 2021-2027*.
  - 1.2 The time limit for the performance of the Contract may be subject to change in the following circumstances:
    - a) In the event of force majeure, i.e. an extraordinary and external event, the occurrence and duration of which is beyond the control of the Contracting Entity or the Contractor and which they were unable



to prevent despite exercising due diligence. In such a case, the time limit for the performance of the Contract shall be extended by the time of the occurrence of the event of force majeure and the removal of its consequences;

- b) In the event of circumstances beyond the control of the Contractor or the Contracting Entity, provided that the change is due to circumstances that the Contractor or the Contracting Entity could not have foreseen at the stage of publication of the Request for Proposals or submission of the bid and is not attributable to them. The time limit for completion of the Contract shall be extended by the time necessary to eliminate the circumstances for which the Contracting Entity or the Contractor is not responsible;
  - c) Suspension of deliveries by the Contracting Entity for technical or organisational reasons that make it periodically impossible to continue with the performance of the subject matter of the contract, by the duration of the suspension. The Contracting Entity will notify the Contractor of the suspension, indicating the reason for the suspension;
  - d) In the event of the necessity to execute the Subject matter of the Contract with the use of other technical/technological solutions, materials or tools than those indicated in the Bid, resulting from circumstances beyond the control of the Contractor or the Contracting Entity, if the application of the provided solutions would pose a risk of non-performance or defective performance of the Subject matter of the Contract;
  - e) In the event that changes need to be made to the Contracting Entity's R&D project requiring the approval of the Intermediate Body. In such a case, the deadline for completing the Contract may be extended by the time corresponding to the period from submitting the request for modifying the project by the Contracting Entity to the time of accepting the changes by the Intermediate Body;
- 1.3 The scope of the Subject matter of the Contract covered by the Agreement may change in the following situations:
- a) The necessity, caused by circumstances beyond the control of the Contractor or the Contracting Entity, to implement the Subject matter of the contract with the use of other technical/technological solutions, materials or tools than those indicated in the bid, if the use of the provided solutions would pose a risk of non-performance or faulty performance of the Contract;
  - b) The use of equivalent equipment to that indicated in the offer in justified cases, in particular when production is discontinued, unavailability on the market, etc., on condition that the equivalent equipment shall have parameters not lower than those indicated in the offer, and that the operating, maintenance and utilisation costs shall not be higher than the costs of the equipment offered by the Contractor in the offer, and the Contractor proves this fact to the Contracting Entity, and the change shall not lead to an increase in the amount of the Contractor's remuneration.
  - c) Cancelling part of the deliveries, the performance of which will be unnecessary or pointless, in the event of circumstances which could not have been foreseen at the time of concluding the Contract
- 1.4 The Contractor's remuneration specified in the Contract may be changed in the following cases:
- a) Change in the applicable VAT rate. In such a case, the remuneration shall be amended accordingly so that it corresponds to the updated rate of this tax for the contractual scope of supply, which has not yet been settled as of the date of the tax rate change.
  - b) In the event of a change in the legal regulations in force on the date of submission of the offer by the Contractor, which shall introduce new requirements as to the way in which any subject covered by the Contract is to be performed.
- 1.5 Other changes:
- a) Change of the place of delivery, assuming that the new place of delivery will be on the territory of Poland and the Contracting Entity will inform the Contractor of the change no later than 3 months before the planned delivery;
  - b) In the event of a change in the legal regulations in force on the date of signing the Contract with the Contractor, which shall bring new requirements to the way in which any subject covered by the Contract shall be carried out;



- c) In the event of receipt of a decision from the Intermediate Body or the Managing Entity of the Operational Programme containing changes to the scope of tasks, the deadlines for implementation or setting out additional provisions to which the Contracting Entity will be obliged.

2. Conditions for change:

- 2.1 Initiation of changes – at the request of the Contractor or the Contracting Entity;  
2.2 Form of changes – an annex to the agreement with the Contractor in writing under pain of nullity.

**XIV. INFORMATION CLAUSE ON ART. 13 AND ART. 14 OF THE REGULATION OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL (EU) 2016/679 (GDPR)**

In accordance with Article 13 item 1 and 2 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals 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) (Official Journal of Laws EU L 119 of 04.05/2016, p. 1), hereinafter referred to as “the GDPR”, I inform that

1. The controller of the personal data that may be provided to the Contracting Entity in the course of this Request for Proposals is Kronoflooring Sp. z o. o., ul. Wojska Polskiego 3, 39-300 Mielec. Contact with the Data Protection Officer at Kronoflooring sp. z o. o., e-mail address: [rodo.kronospanpolska@kronospan.pl](mailto:rodo.kronospanpolska@kronospan.pl)
2. The personal data will be processed on the basis of Article 6(1)(c) of the GDPR for the purpose related to this procedure conducted under Request for Proposals No. 2.1/FENG/JS/2024 and further in connection with the executed contract.
3. Recipients of personal data will be persons or entities to whom documentation from the proceedings will be made available based on the provisions of the applicable law, including in particular the provisions of the Act of 6 September 2001 on access to public information (i.e. Journal of Laws 2018, 1330 as amended).
4. Personal data will be kept until such time as is necessary for the execution and settlement of the Contracting Entity's grant agreement under which the contract is co-financed and necessary for the statute of limitations for possible claims.
5. The Contractor's obligation to provide personal data arises from participation in the procurement procedure covered by Request for Proposals No. 2.1/FENG/JS/2024.
6. Provision of personal data is voluntary in order to conclude and perform the contract linking the Contracting Entity and the Contractor under this Request for Proposals, although refusal to provide such data will prevent cooperation between the aforementioned parties.
7. No automated decisions shall be made with regard to personal data, pursuant to Article 22 of the GDPR;
8. Persons whose personal data will be provided to the Contracting Entity in the course of these proceedings have:
  - a) pursuant to Article 15 of the GDPR, the right to access personal data concerning the bidder;
  - 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 para 2 of the GDPR;
  - d) the right to lodge a complaint with the President of the Office for the Protection of Personal Data, if you believe that the processing of personal data concerning you violates the provisions of the GDPR;
9. The Contractor:
  - a) in connection with Article 17(3)(b), (d) or (e) of the GDPR, does not have the right to erase personal data;
  - b) does not have the right to personal data portability, as referred to in Article 20 of the GDPR;
  - c) pursuant to Article 21 of the GDPR, does not have the right to object to the processing of personal data, since the legal basis for the processing of personal data is Article 6(1)(c) of the GDPR.

The above information is to be provided by the Contractor to all persons whose personal data will be provided to the Contracting Entity in connection with the submission of a bid in response to the Request for Proposal No. 2.1/FENG/JS/2024, which shall be confirmed by the Contractor by an appropriate declaration of its compliance with the information obligations provided for in Article 13 or Article 14 of the GDPR contained in the Bid Template Form, constituting Annex No. 2 to the Request for Proposals.

#### **XIV. ANNEXES TO THE REQUEST FOR PROPOSALS**

Annex No. 1 – “Detailed specification of the subject matter of the Contract”

Annex No. 2 – “Bid Template Form”

Annex No. 3 – “List of contracts performed”

Annex No. 4 – “Technical specifications of the equipment offered by the Contractor”

Annex No. 5 – “Confidentiality statement”