

REQUEST FOR QUOTATION

In connection with the planned implementation of the project entitled "*Construction of an innovative technological line for the production of particleboard from post-production waste with the code 03 01 05 in IKEA Industry Poland sp. z o.o. to optimize the use of wood raw materials and implement the assumptions of the Circular Economy (GOZ)*" under Action FENX.01.04 Waste Management and Circular Economy, co-financed by the European Funds for Infrastructure, Climate, Environment 2021-2027 Operational Program, we request that you submit a tender offer for **the delivery of Board Production Line** in accordance with the scope defined in this request for quotation.

1. Name, address and information of the Contracting Authority

IKEA Industry Poland sp. z o.o.

Zbąszynek Branch

Chlastawa 17

66-210 Zbąszynek

Tax Identification Number (NIP): 543 216 38 17

National Court Register (KRS): 0000331834

website address: www.industry.ikea.pl

contact person: Piotr Puhan

email: piotr.puhan3@inter.ikea.com

phone number: +48 601 662 073

contact person: Krzysztof Kuczyk

email: krzysztof.kuczyk@inter.ikea.com

phone number: +48 571 310 267

2. Deadline and method of submitting tender offers

- 1) The tender offer shall be submitted on the tender offer form attached as Appendix no. 1 to the request for quotation and shall include:
 - a) date and place of issue,
 - b) company seal or information,
 - c) name and address of the registered office of the Tenderer, Tenderer's Tax Identification Number (or equivalent number in the Tenderer's country of registration),
 - d) name and contact details (telephone and email address) of the contact person for the Contracting Authority,
 - e) mailing address (if different from the registered office address),
 - f) offered net and gross price, which includes all costs necessary for the execution of the order (in the case of tender offers submitted in a currency other than PLN, the value of the tender offer will be converted using the average sales exchange rate announced by the National Bank of Poland, applicable on the day of preparing the offer selection protocol),
 - g) order delivery date (defined in months),
 - h) the warranty period of the subject of the contract (defined in months),
 - 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 point 3 (if applicable),
 - j) other additional information (if applicable).

- 2) Each Tenderer shall also provide:
 - a) power of attorney to sign the tender offer (if the authorization to sign the tender offer does not result from the registration documents),
 - b) declaration confirming the fulfilment of the conditions of participation in the tender procedure constituting Appendix no. 2 to the request for quotation,
 - c) technical specification to prove compliance with the technical parameters specified in point 3 of the request for quotation (optional).
- 3) The above-mentioned appendices to the tender offer constitute its integral part.
- 4) The tender offer form and all appendices to the tender offer shall be signed by the person authorized or empowered to represent the Tenderer. It is possible to sign the tender offer with a qualified electronic signature.
- 5) The tender offer and all appendices shall be submitted via the Competitiveness Database (<https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/>, hereinafter: **BK2021**) by the *Submission Deadline* in BK2021. Tender offers submitted after the specified deadline will not be considered.
- 6) Tenderers may amend, supplement or withdraw their tender offer before the submission deadline.
- 7) During the evaluation of the tender offers, the Contracting Authority may request Tenderers to provide clarifications regarding the content of submitted tender offers.
- 8) During the evaluation of the valid tender offers in accordance with the adopted evaluation criteria set out in point 7, 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 submission deadline, modify the content of the request for quotation by setting a new deadline for the submission of tender offers. The Contracting Authority shall announce the scope of the changes to the content of the request for quotation in BK2021. All modifications, additions, arrangements and amendments, including changes to deadlines, shall constitute an integral part of the request for quotation and shall be binding on the submission of tender offers. All rights and obligations of the Contracting Authority and the Supplier with regard to previously agreed deadlines shall be subject to the new deadline. In this case, each Tenderer will have the right to amend already submitted tender offers. This shall not apply to non-substantive amendments to the content of the request for quotation.
- 10) In the event of an update of a tender offer, the Supplier should clearly specify which of the tender offers submitted is the final tender offer.

3. Description of the subject matter of the contract

Description of the subject matter of the contract

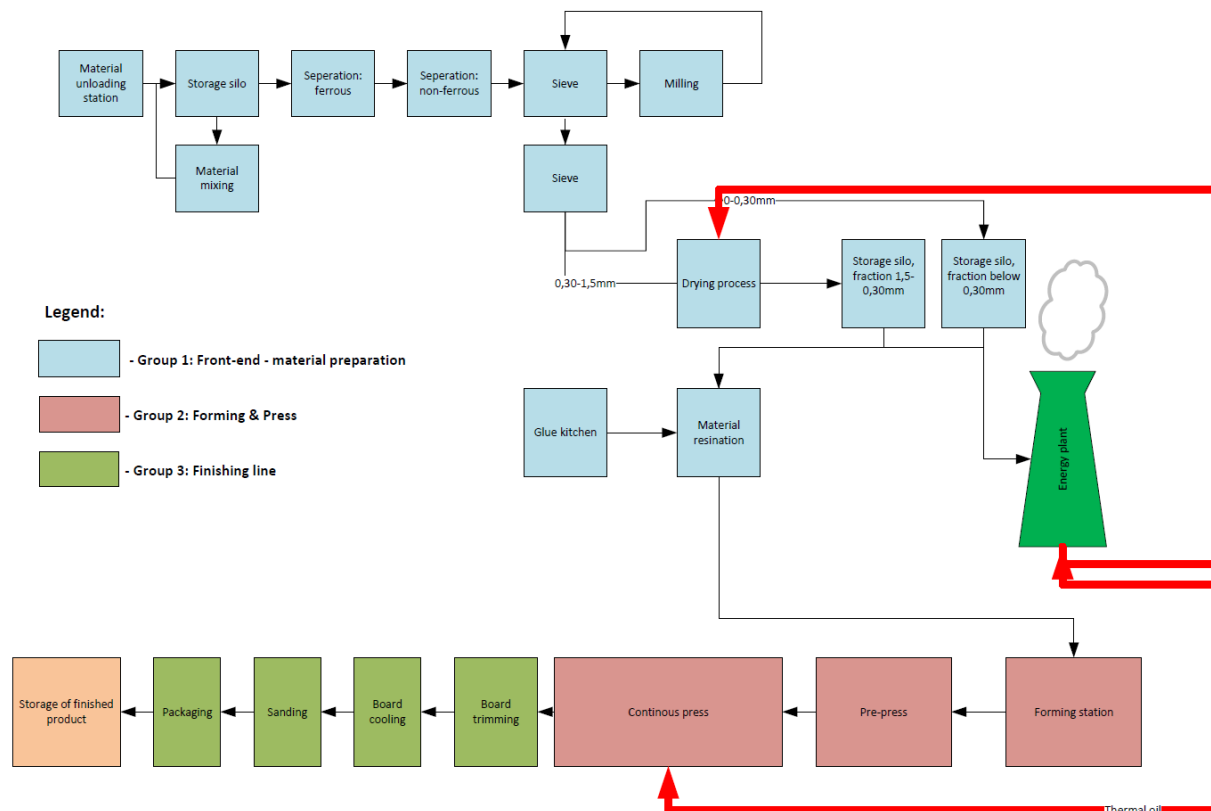
The subject matter of the contract encompasses Board Production Line and has been subdivided into three groups, as specified below:

- **Group 1: Front-end - material preparation**
- **Group 2: Forming & Press**
- **Group 3: Finishing line**

The Tenderer is entitled to submit an offer for one, two, or all three parts of the subject matter.

3.1 General Data concerning the production process related to each Group of production equipment

General description of material flow with parameters valid for each individual Group of equipment that is part of Board Production Line.



General material flow

1. Truck unloading
2. Elimination of oversize > 50mm
3. Metal extraction
4. Storage silo
5. FE/ NFE extraction
6. Screen
7. Downsizing and return to 6
8. Screen
9. Material handling for drying, energy plant and production
10. Glue blender
11. Forming line
12. Press
13. Cut to size
14. Board breaker
15. Cooling
16. Stacking
17. Storage
18. Sanding
19. Storage

Climate conditions

Location:

Zbąszynek, Lubuskie Voivodeship, Poland

Height above sea level:	77 m
Minimum Temperature (Wintertime):	-20°C
Maximum Temperature (Summertime):	35°C
Minimum humidity:	40% relative humidity
Maximum humidity:	90% relative humidity
Project Type:	Complete Board Production Line divided into functional groups, excluding auxiliary utilities

The subject matter of the contract does not include:

- Equipment installation
- Structures required to assemble equipment as well as securing material buffers included in material flow.
- Electrical cabling outside of machines

Operational time for the offered production line

Working days per year:	320 days
Working days per week:	7 days
Effective working hours per day:	22,8 h/day
Shifts per day:	3 shifts

Plant parameters

Capacity per year (calculated for main product):	82 000 m³/year
Infeed material:	recycling material
Glue systems:	MUF/UF, eMDI, BIO resins
Press system:	continuous press
Storage of raw material:	silo
Design production speed max.:	1000 mm/s
Max height of building:	20 m
Max height of installation:	40 m

Infeed material parameters

Type of wood fraction:	wood based, post-production, recycling material from furniture production factory
Bulk density of raw material:	175 – 300 kg/m³; b.d.¹
Average bulk density of raw material (mixed by volume):	250 kg/m³; b.d.
Moisture content:	4,0 – 9,0 %; b.d.
Average moisture content (mixed by volume):	6,5 %; b.d.

¹ bone dry

Fraction analyses

SILO NAME	MC	VOLUME OF DUST AVAILABLEwet	VOLUME RATIO	>7,5 mm	>2,5 mm	>1,5 mm	>0,8 mm	>0,25 mm	COL. PAN
	[%]	[t/year]	[%]	[%]	[%]	[%]	[%]	[%]	[%]
ZK 1/2	6,5	6 750	10	13,5	6	2,5	8,8	36,3	32,8
ZK 1/3	6,8	22 400	33	50,6	11,1	4,8	7,2	11,5	14,8
MPSZK 2/2	6,7	24 700	36	17,2	9,3	3,3	8,9	26,9	34,5
MPSZK 2/3	6,7			10,8	6,9	3,3	11,8	38,8	27,9
BKET	5,9	2 000	3	0,2	1,1	0,9	11	34,5	52,3
BAB PROD	7,6	11 700	17	4,8	3,9	3,3	9,1	32,9	46
BAB SCHR	6	850	1	87,2	4,1	1,5	1,7	1,9	3,7

Fiber content: **up to 50 % by volume**

Finished product parameters

Board type: **1-layer dry fiber board**

Thickness range for ready product: **2,0 – 5,0 mm**

Thickness of main product: **2,4 mm**

Board width (finished product): **1 160 – 1 850mm**

Board width of main product: **1 620 mm**

Board length (finished product): **3 900 – 5 700 mm**

Board length for main product: **5670 mm**

Board density: **850 – 1100 kg/m³**

Average density for main product: **1050 kg/m³**

Main targeted physical property: **MOE 2700 N/mm²**

Finishing process: **sanded/ unsanded**

Sanding allowance **+/- 0,2 mm**

3.2 Detailed description of the subject matter of the contract

GROUP 1: FRONT-END – MATERIAL PREPARATION

The line for preparing material in the production process of CTB (Cyclic Thin Board) is designed to receive/unload waste material. The material is conveyed to storage silos. The silos provide a buffer of raw material sufficient for three days of production. Next, the material passes through a ferrous and non-ferrous metal separator. The cleaned material then passes onto screens to be divided into appropriate fractions. Oversized fractions are reground. The production fraction is dried to achieve a moisture level of 3% absolute humidity. The material, prepared in this way, then enters the gluing process. Further processes take place in the second part of the production line (Press & Forming).

All equipment to be connected with conveyers, chain conveyers preferred, pneumatic transport only for evacuation of dust.

Infeed material consists mainly of PB and HDF with some shares of solid wood but can contain fluctuating proportions of plastics, paper foil, PP/PE foils, metals N/FE and other contaminations.

Truck Unloading

Line should be designed to unload material from trucks with moving floor trailers used for internal transportation of infeed material. The proposed solution should allow opening the trailer doors without the possibility of the material spilling outside. Infeed material is a mixture of fines, design should be prepared to evacuate dust emission and foresee electrostatic measurements.

Truck discharge capacity: **270 m³/h**
 Bulk density of infeed material: **175 – 300 kg/m³**
 Moisture content: **4,0 – 9,0 %**

Storage silo

Equipment for handling storage of infeed material in silo with specifications: silos storage should be designed to allow the storage of unloaded material (from the unloading station) and to enable the mixing of material between silos in order to homogenize moisture content, particle size, and to prevent the formation of material bridges.

Total storage volume: **5 600 m³**
 Discharge capacity: **18 000 kg/m³; b.d.**
 Circulation capacity: **9 000 kg/m³; b.d.**
 Silo body: **excluded from scope of supply**

Feeding from truck unloading, mat dump before press

Emergency outlet should be foreseen along the whole material flow.

Ferrous, non-ferrous metal & stones separator

The ferrous/non-ferrous metal separator and the stone separator should be prepared to operate in a dusty environment, ensuring 90% efficiency in the separation process of metals and stones.

Throughput capacity: **18 000 kg/m³; b.d.**
 Cleaning efficiency: **>90 %**

Screening

Screening of the material should be efficient, without the possibility of screen clogging. The machine should be prepared for quick screen replacement to another type/size of mesh. The entire process should be secured to prevent dust from escaping outside the machine area. The material from the mill is returned to the screen for fractionation.

Screening process logic:

Fine fraction “**F1**” below 0.3mm goes to the boiler silo, production fraction “**F2**” (in the range 0.3-1.5mm) goes to the production silo, fraction “**F3**” between 1.5 and 25mm goes back to the mill and after regrinding is returned to the screen for further fractionation, while fraction “**F4**” is rejected from the process into a container for oversized material.

Throughput capacity: **26 000 kg/m³; b.d.**

Fractions:

- | | |
|--|---------------------|
| – F1 (production 40-80%/ energy plant 20-60%) | 0,0 – 0,3 mm |
| – F2 (production) | 0,3 – 1,5 mm |
| – F3 (to downsize) | 1,5 – 25 mm |

- **F4 (oversize)** **> 25mm**

Milling of fraction F3

The grinding device should ensure a smooth, continuous regrinding process of the material without generating excessive amounts of fine fractions. It should also allow for quick screen replacement when necessary to meet the process requirements.

Throughput capacity:	8 000 kg/m³; b.d.
Screen size:	3 mm
Screen type:	round hole

Drying process F1+ F2

The drying process is carried out using simple pneumatic conveying without the installation of complex devices that occupy a lot of space. The design and construction are as simplified as possible and can be combined with other functions such as sifting or conveying.

Throughput capacity:	12 000 kg/m³; b.d.
Moisture after drying:	3,0%; b.d.

Production silo F2

Storage silo with material discharge for the production process, equipped with an emergency material dump option.

Number of storage silo:	1 piece
Storage volume, each:	min. 250 m³
Bulk density:	200 - 280 kg/m³
Discharge capacity:	12 000 kg/m³; b.d.

Production/ energy plant silo F1

Silo with the capability to discharge to 3 processes simultaneously: CBF board production, boiler room, and MEVA. Additionally, it includes an emergency material discharge option.

Number of storage silo:	1 piece
Storage volume, each:	min. 250 m³
Fraction size:	0,0 - 0,3 mm
Bulk density:	200 - 250 kg/m³
Discharge capacity:	

- Production **4 000 kg/h; b.d**
- External process **3 000 kg/h; b.d**
- Energy plant **1 000 kg/h; b.d**
- Emergency dump before and after silo **1 000 kg/h; b.d**

Feeding from dust collecting filter

Glue kitchen (preparation, dosing, gluing)

Throughput capacity: **16 000 kg/h; b.d**

Compound list for dosing:

- pMDI
- MUF/UF
- Emulsion
- RSM (Hardener + Urea)
- Water tap or recycling water from WESP

Dosing list:

Compound	Solid content[%]	Dosing range [%]	Dosing based on
pMDI	100	3 - 6	Wood; b.d.
MUF/UF	60 - 70	8 - 15	Wood; b.d.
Emulsion	50 - 60	0 - 2	Wood; b.d.
RSA	60 - 80	0 - 2	Resin; b.d.
Water	100	0 - 25	Wood; b.d.

Recycling water 200 l/h: **filtration of pieces > 0,3 mm; active pH-value adjustment to 5,4**

Glue storage and unloading: **preparation for storage, transfer system for compounds**

GROUP 2: FORMING & PRESS

Forming line

Process: **single layer with option to switch between unseparated and slight separation,**

Forming width: **1 260 – 1950 mm**

Throughput capacity: **16 000 kg/h; b.d**

Working height: **1 500 mm**

Fractions:

- **F1** **0,0 – 0,3mm; ratio 40-80%**
- **F2** **0,3 – 1,5 mm; ratio 20- 60%**

Wooden material moisture content: **3%**

Forming precision:

- longitudinal direction: **± 1,5%**
- cross direction: **2,4mm board; ±3,5%**

Design production speed max.: **1000 mm/s**

Equipment **Pre-press, metal detector, permanent magnet, weight control and mat spraying up to 40 gr/m²**

Continuous press

Press capacity:	257 m ³ /day; for main product
Mat handling + press inlet:	mat transfer into press suitable for very low tack in the mat (MDI)
Press:	continuous steelbelt press with rolling bearings
Density range for ready product:	850 – 1100 kg/m ³
Thickness range:	2,0 – 5,0 mm
Thickness tolerance:	± 0,08 %
Design production speed max.:	1000 mm/s

Press fume cleaning system

Task	pre-washing of press fumes, hand over to WESP
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GROUP 3: FINISHING LINE

Thickness range for ready product:	2,0 – 5,0 mm
Thickness of main product:	2,4 mm
Board width (finished product):	1 160 – 1 850mm
Board width of main product:	1 620 mm
Board length:	3 900 – 5 700 mm
Board length for main product:	5670 mm
Lab cut:	500 mm length, full width
Board density:	850 – 1100 kg/m ³
Average density for main product:	1050 kg/m ³
Finishing process:	sanded/ unsanded
Sanding allowance:	+/- 0,2 mm
Press capacity:	257 m ³ /day

Trimming & cutting

Board length tolerance:	± 2,0 mm
Board width tolerance:	± 1,0 mm
Board squareness tolerance:	± 1,0 mm/m
Working height:	1 500 mm

Board breaker

Operation:	able to process with production speed complete volume coming from press
Chip size:	25x25 mm

Cooling and stacking

Temperature after cooling:	max 45°C
Protection board:	top and bottom
– length	same as product
– width	same as product
– thickness	22 - 28 mm
Stack height:	1 500 – 2 000 mm

Raw board storage

Storage capacity:	900 m³
Stack height:	1 500 – 2 000 mm
Operation:	automized as bogie/ cart storage

Sanding line

Sanding process options:	double/ single side and unsanded
Sanding allowance:	+/- 0,2 mm both sides +/- 0,1 mm single side

The subject of the contract shall comply with the conditions set out in this request for quotation if it meets the requirements specified in the technical specification above, either in a compliant or equivalent manner (the extent of equivalence refers to the model or individual components). The subject of the contract must not have parameters inferior to those presented in the request for quotation. It is the responsibility of the Tenderer to clarify the extent of equivalence of the proposed parameters.

Common Procurement Vocabulary (CPV) numerical code for the task: **42000000-6 Industrial machinery**

3.3 Warranty

The minimum warranty period is **12 months** from the date of signing the acceptance protocol.

4. Schedule for performance of the contract

- 1) Contract completion date: **no later than February 29th, 2028.**
- 2) Tender offer validity period: 60 days from the date of submission of the tender offer.

5. Tender participation conditions

5.1 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 the contract:

- 1) Active business activity (in the case of domestic suppliers – active entry in the Central Registration and Information on Business (CEIDG) or the National Court Register (KRS)) and holding authority to conduct activities consisting in the sale of the subject of the request for quotation – verification based on the declaration an integral part of the tender offer.
- 2) No liquidation or bankruptcy has been opened against the Tenderer – verification based on the declaration constituting an integral part of the tender offer.

- 3) No personal or capital relations with the Contracting Authority – verification based on the declaration constituting an integral part of the tender offer.

5.2 Knowledge and experience

Only an entity that has the knowledge and experience to properly execute the contract may apply for the award of the contract. The fulfilment of the condition shall be evaluated as *fulfills/does not fulfil* based on the declaration submitted by the Tenderer (Appendix no. 2 to the request for quotation). The Contracting Authority may require the Tenderer to provide additional documentations confirming compliance with this condition.

- 1) Requirements for Tenderers submitting the offer for Group 1 and Group 2:

Tenderer confirms that within the last 5 years prior to the offer submission deadline, or, if the business activity period is shorter, within that period, they have completed at least 2 installations, including the commissioning of a hydraulic press for wooden panel production. The scope of supply must have included manufacturing, delivery, installation, and production commissioning. The Tenderer shall demonstrate that the aforementioned deliveries were duly performed and successfully completed. The Contracting Authority will only consider completed projects.

- 2) Requirements for Tenderers submitting the offer for Group 3:

Tenderer confirms having experience in the wood industry, wood-based panel production, or the furniture industry, as well as the completion of at least 2 installations, including commissioning, within the last five years. If the company has been in existence for a shorter period, this requirement shall apply to that period.

5.3 Technical capacity

Only an entity which has the technical capacity to properly execute the contract may apply for the award of the contract. The fulfilment of the condition shall be evaluated as *fulfills/does not fulfil* based on the declaration submitted by the Tenderer (Appendix no. 2 to the request for quotation).

5.4 Persons capable of performing the contract

Only an entity which has the human resources required for the proper execution of the contract may apply for the award of the contract. The fulfilment of the condition will be evaluated as *fulfills/does not fulfil* based on the declaration submitted by the Tenderer (Appendix no. 2 to the request for quotation).

5.5 Economic and financial situation

Only an entity that is in an economic and financial situation ensuring the proper execution of the full scope of the subject matter of the contract, including its timely execution, and that is not in bankruptcy or liquidation, and no bankruptcy or liquidation proceedings have been initiated against the Tenderer, may apply for the award of the contract. The fulfilment of the condition will be evaluated as *fulfills/does not fulfil* based on the declaration submitted by the Tenderer (Appendix no. 2 to the request for quotation).

6. Other provisions of the request for quotation

- 1) The Contracting Authority shall not accept variant tender offers or price variants as part of the procedure.
- 2) The Contracting Authority allows partial tender offers as specified in point 3.
- 3) The Contracting Authority has the right to inspect the documents confirming the accuracy of the information provided in the tender offer and the appendices to the tender offer.
- 4) Should no tender offers for the delivery of the subject matter of the contract be received, or should only unacceptable tender offers be received, or should all potential Suppliers be excluded from the procedure or fail to fulfill the conditions of participation in the procedure, the Contracting Authority shall select any Supplier

of the subject matter of the contract (on a sole-source basis) who fulfills all the criteria and conditions specified in this request for quotation.

- 5) If the offered price or cost seems abnormally 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 tender 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 will assess these explanations in consultation with the Tenderer and can only reject that tender offer if the explanations submitted, together with the evidence, do not justify the price or cost quoted in that tender offer.
- 6) If the selected Supplier withdraws from concluding 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 in which, 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 it is not possible to comply with the submission deadline established in BK2021. In the event of the occurrence of such circumstances, the Contracting Authority is obliged to justify the fulfilment of the indicated grounds in writing.
- 8) The Contracting Authority reserves the right to cancel the procedure without stating 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 advantageous tender offer.

7. Tender offer evaluation criteria

7.1 Eligibility criteria

- 1) Fulfilment of the conditions for participation in the procedure set out in point 5.
- 2) Submission of a tender offer by the deadline.
- 3) Preparation of a tender offer in accordance with the requirements set out in point 2.
- 4) Submission of all required appendices to the request for quotation set out in point 2.2.
- 5) The scope of the contract offered is in accordance with the specified requirements.

Failure to meet any of the above criteria will result in the rejection of the tender offer – it shall not be subject to further evaluation, although it is possible to supplement the tender offer if the Contracting Authority considers that its verification shall require clarification of the information contained in the tender offer. In such cases, the tender offer will be rejected if the Tenderer fails to supplement the submitted tender offer within a maximum of 5 working days after receiving a request for supplementation from the Contracting Authority. Should the Tenderer supplement its tender offer, the Contracting Authority shall re-evaluate the tender offer taking into account the supplements provided. Repeated failure to meet any of the above criteria will result in the rejection of the tender offer without the opportunity to supplement it again.

7.2 Scoring criteria:

Each part of the offer (Group 1, Group 2, Group 3) will be evaluated based on the same criterion, as specified below:

- 1) **Offers will be evaluated based on net order price – weight: 100%.**
- 2) The tender offer with the highest final score shall be considered the most advantageous.
- 3) Net order price (max 100 points):
 - a) The value of the tender offer should include all costs that the Contracting Authority will incur in connection with the performance of the contract. The net price must include the costs of delivery and warranty.
 - b) The price to be evaluated shall be the total net price (excluding VAT).
 - c) There can only be one price for the subject of the contract – no variants are allowed. All discounts and rebates should be included in the price at once, so that the quoted price for the execution of the subject matter of the contract is the final price, without the need for the Contracting Authority to make any calculations or other actions to determine it.

Methodology for awarding points:

The number of points (P) for the examined tender offer will be calculated according to the following formula:

$$P = \frac{\text{price of the tender offer with the lowest net price among the evaluated tender offers}}{\text{price indicated in the evaluated tender offer}} * 100\%$$

- 4) The tender offer that receives the highest number of points calculated according to the formula will be considered the most advantageous for the offered Group. The Contracting Authority's choice is final and not subject to appeal or complaint.
- 5) The results of mathematical operations carried out in the evaluation of tender offers are rounded to two decimal places. If two or more tenders score equally in this way, recalculations shall be made, rounding the results of the mathematical operations to four decimal places.

8. Exclusions

- 1) Suppliers who have a personal or capital relationship with the Contracting Authority are excluded from the procedure. A capital or personal relationship means a mutual relationship between the Contracting Authority or persons authorized to enter into commitments on behalf of the Contracting Authority or persons performing activities on behalf of the Contracting Authority related to the 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 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,
 - being married, remaining in a relationship of consanguinity or affinity in a direct line, in a relationship of kinship or affinity in the second degree in a collateral line, 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,
 - remaining 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 sanctioned entities and excluded in the proceedings in accordance with Article 7(1) of the Act on Special Solutions for Counteracting Support for Aggression against UKRAINE and Serving to Protect National Security of 13 April 2022 are excluded from the proceedings.
- 3) Suppliers who are subject to exclusion from the proceedings on the basis of 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 (Official Journal of the EU No. L 229, 31.7.2014, p. 1), as amended by Council Regulation (EU) 2022/576 amending Regulation (EU) No. 833/2014 concerning restrictive measures in view of Russia's destabilising action in Ukraine (Official Journal of the EU No. L 111, 8.4.2022, p. 1) shall be excluded from the proceedings.

9. 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 offer 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 institution supervising the performance of the project under which the Contract is executed, 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 for quotation or the contract.
- 3) Amendments to the contract completion date shall be acceptable in cases of:
 - a) force majeure events 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 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.), beyond the control of the Contracting Authority and the Supplier, which the parties were unable to foresee despite exercising due diligence,
 - e) performing the subject of the contract before the contractual completion date and obtaining the funds to pay the Supplier's remuneration at an earlier date by the Contracting Authority,
 - f) a need to perform deliveries involving the partial replacement of delivered products or installations, an increase in current supplies, or the expansion of existing installations may arise during the performance of the subject of the contract. Such deliveries shall be necessary if a change of contractor would lead to the acquisition of materials with different technical properties, resulting in technical incompatibility or disproportionately large technical difficulties in the use and maintenance of these products or installations.,
 - g) a need to perform additional deliveries, services, or construction works from the existing contractor, not covered by the basic order, may arise during the performance of the subject of the contract, provided that they have become necessary, and all of the conditions are met (according to point 9.6).

- 4) Amendments to the remuneration of the Contractor shall be acceptable provided that:
 - a) the amendment does not lead to a change in the general nature of the contract, and
 - b) the total value of the amendment is less than EUR 143 000,00 and less than 10% of the value of the order originally specified in the contract (in the case of request for quotation regarding delivery of the line / equipment).
- 5) In the case the need to amend the contract is caused by circumstances that the Ordering party, acting with due diligence, could not have foreseen, amendments to the remuneration of the Contractor shall be acceptable provided that:
 - a) the amendment does not lead to a change in the general nature of the contract, and
 - b) the value of the amendment does not exceed 50% of the value of the order specified originally in the contract signed with the selected Contractor.
- 6) Amendments to the remuneration of the Contractor shall be acceptable in the case additional supplies from the current Contractor, not covered by the basic order become necessary, and the following conditions have been met:
 - a) the change of the current Contractor cannot be made for economic or technical reasons, in particular concerning the interchangeability or interoperability of equipment, services or installations ordered under the original order, and
 - b) the change of the current Contractor would cause significant inconvenience or a significant increase in costs for the Ordering Party, and
 - c) the value of the amendment does not exceed 50% of the order value specified originally in the contract signed with the selected Contractor.

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 that the term of the contract may be 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 deadlines.

10. GDPR information clause

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 IKEA Industry Poland sp. z o.o., Zbąszynek Branch, Chlastawa 17, 66-210 Zbąszynek, Tax Identification Number (NIP): 543 216 38 17.
- 2) Your personal data will be processed on the basis of Article 6(1)(c) of the GDPR 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 formalized procurement procedures resulting from the "Guidelines on the eligibility of expenditure for 2021-2027", setting out harmonized conditions and procedures for the eligibility of expenditure for ESF+, ERDF, CF and STF.
- 3) The personal data will be processed for the duration of the procedure for the award of the contract in question and thereafter in accordance with the provisions on archiving and project durability (if applicable).

- 4) The processed personal data may be obtained from the Suppliers being the data subjects or from other entities whose resources are relied upon by the Suppliers.
- 5) The personal data processed shall include, in particular, the name, address, Tax Identification Number (NIP), National Business Registry number (REGON), Central Registration and Information on Business number (CEIDG), National Court Register number (KRS) and other personal data provided by the person submitting a tender offer and other correspondence received by the Contracting Authority in order to participate in the procedure for the award of the contract in question.
- 6) Personal data may be transferred to public authorities and government offices or other entities authorized by law or performing tasks carried out in the public interest or in the exercise of public authority, in particular to entities conducting control activities in relation to the Contracting Authority.
- 7) The personal data is transferred to data processors on behalf of the data controller.
- 8) You have the right to request from the data 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 the personal data, subject to the cases referred to in Article 18(2) of the 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
- 9) You do not have:
 - a) the right to erasure of personal data, in connection with Article 17(3)(b), (d) or (e) of the GDPR,
 - b) the right to data portability as referred to in Article 20 of the GDPR,
 - c) pursuant to Article 21 of the GDPR, the right to object to the processing of your personal data, as the legal basis for processing your personal data is Article 6(1)(c) of the GDPR.

11. Final provisions

- 1) Communication in the tender procedure, including the announcement of the request for quotation, the submission of tender offers, the exchange of information between the Contracting Authority and the Tenderers, including the asking of questions concerning the request for quotation, shall be made in writing via BK2021. The Tenderers have the right to submit questions regarding the content of the request for proposal in BK2021 no later than three working days before the offer submission deadline.
- 2) The Contracting Authority shall inform of the selection of the most advantageous tender offer via BK2021.
- 3) By submitting a tender offer, the Tenderer agrees to the disclosure and publication of the Tenderer's details and the offered conditions for the execution of the contract specified in the tender offer excluding information considered by the Tenderer to be a business secret within the meaning of the provisions on unfair competition. In such a case, the Tenderer must include information in point 8 of the tender form as to which of the submitted documents constitute a business secret.
- 4) Tenderers shall bear all costs associated with the preparation and submission of their tender offer themselves. Tenderers undertake not to make any claims against the Contracting Authority on this account.

12. Appendices

- 1) Tender offer form.
- 2) Declaration confirming the fulfilment of the conditions of participation in the tender procedure.