

## REQUEST FOR QUOTATION 3/FENG/0080/23

for the delivery of 8 UV LED 65W lamps (300 segments) and the modernization of the Mark Andy 2200-10F printing machine by replacing mercury UV lamps with UV LED lamps under the application FENG.03.01-IP.03-0080/23 titled "Improving energy efficiency through thermal modernization and modernization of infrastructure resulting in a fundamental change in the process at MAS-POL Sp. z ograniczoną odpowiedzialnością Sp. k."

### I. CONTRACTING AUTHORITY:

MAS-POL Sp. z ograniczoną odpowiedzialnością Spółka komandytowa

Sitkówka 50, 26-060 Chęciny, Poland

KRS: 0000773311

E-mail: [szymon@maspol.com.pl](mailto:szymon@maspol.com.pl)

Phone: +48 665 777 481

### II. DESCRIPTION OF THE SUBJECT OF THE ORDER:

31515000-9 Ultraviolet lamps

42991200-1 Printing machines

42962000-7 Printing and graphics equipment

The subject of the contract is the delivery of 8 units of UV LED 65W lamps (300 segments) and the modernization of the Mark Andy 2200-10F printing machine (year of manufacture: 2000) by replacing the mercury UV lamps with UV LED lamps.

Under the contract, the contractor is obliged to:

1. Deliver 8 pcs. UV LED lamps air cooled curing system, 65 W power, and a control cabinet,
2. Dismantle 8 pcs. mercury UV lamps,
3. Manufacture and install mounting systems for the 8 pcs. UV LED lamps,
4. Install 8 pcs. UV LED lamps (65W) and the control cabinet,
5. Connect the control cabinet to the Mark Andy 2200-10F printing machine,
6. Perform initial start-up / test run.

The price includes: 8 x UV LED light source cassettes, 8 x UV LED Light Source Shell, 8 x shielding, 8 x brackets, power supply tower and controls, DC, cables with accessories for the entire UV LED lamp system, Press Interface, E-Stop Cables and Remote UI.

The customer requires a 5-year warranty, as well as repair and service under warranty within 3 weeks from the date of notification.

The disposal of dismantled mercury UV lamps is the responsibility of the Contracting Authority. The Contracting Authority does not foresee the need to modify the software of the printing machine.

The Contracting Authority allows an advance payment of 40%. The final payment of 60% will be made after delivery and initial commissioning – upon acceptance protocol without any remarks.

### III. CONTACT PERSON FOR THE ORDER

The contact person for this order is:

Szymon Nowocień, e-mail: [szymon@maspol.com.pl](mailto:szymon@maspol.com.pl)

### IV. CONDITIONS FOR PARTICIPATION IN THE PROCEDURE:

1. **Authorization to perform a specific activity or action**
  - The Contracting Authority does not specify this condition.
2. **Knowledge and experience**
  - The Contracting Authority does not specify this condition.
3. **Technical capabilities**
  - The Contracting Authority does not specify this condition.
4. **Personnel capable of executing the order**
  - The Contracting Authority does not specify this condition.
5. **Economic and financial situation**
  - The Contracting Authority does not specify this condition.

### V. OFFER EVALUATION CRITERIA AND METHOD OF ASSESSMENT:

#### Evaluation criteria:

1. Price – 80%
2. Delivery and modernization time – 20%

Assuming that 1% = 1 point

Method for awarding points under the Price criterion – 80 pts

$$C = (C_{\min} / C_{\text{of}}) \times W_a$$

where:

C – number of points awarded to the evaluated offer

C<sub>min</sub> – lowest net price among all valid offers

C<sub>of</sub> – net price of the evaluated offer

Wa – weight = 80

**If the price is expressed in a currency other than PLN, it will be converted to PLN according to the average exchange rate of the National Bank of Poland (NBP) on the last day for submission of offers, i.e., on April 18, 2025.**

Method for awarding points under the Delivery and modernization time criterion – 20 pts

0 pts – 85 calendar days from the date of contract signing.

7 pts – 80 calendar days from the contract signing date

14 pts – 75 calendar days from the contract signing date

20 pts – 70 calendar days from the contract signing date

The highest number of points will be awarded to the offer submitted by the contractor who declares delivery within 70 days from the contract signing date. The lowest number of points will be awarded to the contractor who declares delivery within 85 days from the contract signing date.

In the event that the most advantageous offer cannot be selected due to two or more offers receiving the same total score based on price and other criteria, the Contracting Authority will select the offer with the lowest price. If offers have the same price, the Contracting Authority will invite the respective contractors to submit additional offers within a deadline specified by the Contracting Authority. These additional offers cannot exceed the prices previously submitted.

Evaluation of abnormally low price:

- If the offered price or cost appears abnormally low in relation to the subject of the contract, i.e., it differs by more than 30% from the arithmetic mean of all valid and non-rejected offers,
- Or if it raises doubts as to the contractor's ability to carry out the order in accordance with the requirements set out in the RFQ or applicable regulations, the Contracting Authority may request the contractor to provide, within a specified period, explanations along with supporting evidence regarding the price or cost calculations. The Contracting Authority will assess the explanations in consultation with the contractor and may reject the offer only if the explanations and evidence do not justify the price or cost stated in the offer.

## **VI. PLACE AND DEADLINE FOR SUBMISSION OF OFFERS**

1. Offers together with attachments must be submitted by April 18, 2025, at 12:00 PM (Polish time) via the Competitive Bidding Database (Baza Konkurencyjności - BK2021) (function available for registered users) at the address:  
<https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl>  
in accordance with the instructions provided on the platform.
2. The offer must be submitted through the BK2021 system, directly in response to the announcement published by the Contracting Authority.
3. The submission date as recorded by the BK2021 system determines compliance with the

deadline.

4. Offers submitted after the deadline or by any means other than specified in point 1 (BK2021) will not be considered.
5. The opening of offers will take place after decryption by the BK2021 system.
6. The content of the offers is public, with the exception of information constituting a trade secret within the meaning of the Act on Combating Unfair Competition, provided that the Contractor — no later than by the offer submission deadline — has expressly stated that such information is not to be disclosed. The Contractor may not withhold information regarding the offer price. If the Contractor includes information constituting a trade secret, as defined in the Act of April 16, 1993 on Combating Unfair Competition (Journal of Laws of 2022, item 1233), the Contractor is required to submit a statement identifying and justifying which information constitutes such a trade secret. If the Contractor fails to comply with the above requirements, the Contracting Authority shall be entitled to consider that the confidentiality reservation is ineffective and will treat the respective information as public and not constituting a trade secret under the above-mentioned act.

## **VII. ORDER IMPLEMENTATION SCHEDULE:**

Due to the production schedule of the facility and the need to shut down the printing machine during the modernization, the Contracting Authority assumes that the modification shall take place between July 1, 2025, and July 25, 2025.

The order must be completed within the number of calendar days specified in the offer, counted from the date of contract signing.

The completion of the order shall be understood as the delivery, modernization, and successful test start-up of the UV LED lamps without defects, confirmed by an acceptance protocol.

## **VIII. CONFLICT OF INTEREST PROHIBITION:**

Only Contractors who are not personally or financially related to the Contracting Authority may participate in the procedure.

Personal or capital ties are understood as mutual relationships between the Contracting Authority or persons authorized to incur obligations on behalf of the Contracting Authority or persons performing

actions related to the preparation and conduct of the supplier selection procedure on behalf of the Contracting Authority, and the bidder, in particular involving:

a) participation in the same company as a partner in a civil law partnership or partnership; owning at least 10% of shares or stocks (unless a lower threshold results from legal regulations); serving as a member of a supervisory or management body, proxy, or authorized representative;

b) being in a marital relationship, in a direct line of kinship or affinity, in a collateral line of kinship or affinity up to the second degree, or being connected by adoption, guardianship, or custody, or living in a common partnership with the contractor, their legal representative, or members of the governing or supervisory bodies of contractors applying for the award of the contract.

c) having a legal or factual relationship with the Contractor that may raise justified doubts about their impartiality or independence in connection with the procurement procedure;

and

d) the Contractor is not 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 actions destabilizing the situation in Ukraine (OJ L 229, 31.7.2014, p. 1), as amended by Council Regulation (EU) 2022/576 amending Regulation (EU) No. 833/2014 (OJ L 111, 8.4.2022, p. 1), which prohibits the award and continued execution of any public procurement contracts falling within the scope of procurement directives, particularly Articles 7 and 8, Article 10(b)–(f), (h)–(j) of Directive 2014/24/EU and Article 13(a)–(d), (f)–(h), and (j) of Directive 2009/81/EC, for or with the participation of:

- Russian nationals or natural/legal persons, entities, or bodies established in Russia;
- legal persons, entities, or bodies whose proprietary rights are directly or indirectly owned more than 50% by an entity referred to above;
- natural or legal persons, entities, or bodies acting on behalf of or at the direction of an entity referred to above;
- including subcontractors, suppliers, or entities relied upon for technical or professional capacity, if their share exceeds 10% of the value of the contract.

e) The Contractor is not subject to exclusion under Article 7(1) of the Act of April 13, 2022, on special solutions for counteracting the support of aggression against Ukraine and for the protection of national security (Journal of Laws of 2023, item 129).

**Assessment of fulfillment of participation conditions will be made based on the Contractor's statement included in the offer form.**

## **IX. PARTIAL AND VARIANT OFFERS**

The Contracting Authority does not allow submission of partial or variant offers.

### Estimated Value of the Printing Machine Modernization

The estimated value of the printing machine modernization by replacing mercury UV lamps with UV LED lamps is PLN 370,000.00 net, which equals EUR 79,791.24 (exchange rate: PLN 4.6371/EUR).

## **X. GDPR CLAUSE**

Pursuant to Article 13(1) and (2) of Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 on the protection of individuals regarding the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ EU L 119 of 04.05.2016), hereinafter "GDPR", I inform you that:

- a) The data controller is MAS-POL Sp. z o.o. Spółka komandytowa, Sitkówka 50, 26-060 Chęciny, KRS 0000773311
- b) Personal data will be processed on the basis of Article 6(1)(c) of the GDPR for the purpose related to the procurement procedure conducted under the principle of competitiveness.
- c) The recipients of personal data will be individuals or entities to whom the documentation of this procurement procedure will be made available.
- d) Personal data will be stored for the duration of the procurement procedure and after its conclusion, in accordance with the regulations concerning archiving and project sustainability.
- e) Processed personal data may be obtained from the Bidders/Contractors whose data is concerned or from other entities whose resources are referred to by the Bidders/Contractors.
- f) Processed personal data includes, in particular, the name, surname, address, NIP (tax identification number), REGON (statistical number), CEIDG (Central Registration and Information on Business), KRS (National Court Register), and other personal data provided by the person submitting the offer or other correspondence submitted to the Contracting Authority for participation in the procurement procedure.
- g) Personal data may be transferred to public authorities, state offices, or other entities authorized by law or performing tasks in the public interest or within the exercise of public authority, particularly to entities conducting control activities regarding the Contracting Authority.

## **XI. CONDITIONS FOR AMENDING THE CONTRACT**

1. The terms of the contract may be amended by mutual agreement of both parties, expressed in writing under the penalty of nullity. However, changes to the contract terms and the introduction of new unfavorable provisions for the Contracting Authority are inadmissible, unless such changes would require alterations to the contents of the offer that was the basis for the selection of the Contractor, unless the necessity for such changes arises from circumstances that could not have been foreseen at the time the contract was concluded.
2. Any changes to the terms of this contract require written form under the penalty of nullity.
3. The Contracting Authority allows changes to the essential provisions of the contract in the form of an annex to the agreement.
4. Scope of possible changes:
  - 4.1. The amount of the Contractor's remuneration may change in the event of a statutory change in VAT rates (the gross amount will change, without altering the net amount).
  - 4.2. The Contracting Authority allows changes to the essential provisions of the contract if the need for changes results from modifications made in agreements between the Contracting Authority and a third party other than the Contractor, including institutions supervising the implementation of the project.

## **XII. LIST OF DOCUMENTS/STATEMENTS REQUIRED FROM THE CONTRACTOR**

1. The offer must be submitted in writing, in accordance with the requirements described in this inquiry. The offer should be prepared on the offer form (Appendix No. 1 to this inquiry).
2. The offer should be prepared in Polish or English, clearly typed on a computer, machine, or handwritten.
3. The offer form and documents prepared by the Contractor should be signed by persons authorized to make declarations of intent on behalf of the Contractor. If the offer is signed by persons whose authorization to represent does not result from registration documents, the Contractor must attach the original authorization to sign the offer or a notarized copy of it. In the case of joint contractors applying for the order, the offer must be signed by the proxy.
4. Any corrections or changes to the text of the offer (especially any alterations, deletions, additions, or overwriting) must be initialed by the person signing the offer at the location of the correction/change. All places where the Contractor has made corrections/changes must be clear and legible.

### **List of attachments:**

1. Appendix No. 1 – Offer form.
2. Appendix No. 2 – Draft agreement.

## **XIII. PROVIDING CLARIFICATIONS**

1. The bidder may submit a request to the Contracting Authority for clarification of the Request for Proposal and its attachments. The Contracting Authority will provide clarifications promptly, but no later than two days before the deadline for submitting offers (provided the request for clarification was received by the Contracting Authority no later than by the end of the day that marks the halfway point of the offer submission period). If the request for clarification is submitted later than the halfway point or concerns the provided clarifications, the Contracting Authority may either provide the clarification or disregard the request.
2. Inquiries from Bidders should be directed through the Baza Konkurencyjności (Competitive Database) at <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl>. The Contracting Authority will also publish responses through the Competitive Database.
3. In justified cases, the Contracting Authority may amend the content of the Request for Proposal before the deadline for submitting offers. The Contracting Authority will make the changes available on the website <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl>.