Update dated 12 November 2026.

REQUEST FOR QUOTATIONS NO. 2/2026

conducted under the project: 'Implementation of a new technology for the production of aluminium packaging for the food industry based on advanced production and recycling technologies in response to diversification of the local economy in the transition area and the development of an innovative, competitive and climate-neutral European Union economy', No. FELD.09.06-IP.02-0007/25, co-financed under European Funds for Łódzkie 2021–2027, Priority FELD.09 European Funds for Łódzkie in Transition, Measure FELD.09.06 R&D for Transition

I. CONTRACTING AUTHORITY

Krynica Vitamin S.A.
ul. Matyldy 35
03-606 Warszawa
Tax Identification Number (NIP): 5242442164
Statistical Identification Number (REGON): 015281326

Contact regarding the contract: s.gaik@krynicavitamin.com

II. CONTRACT AWARD PROCEDURE

This contract award procedure is conducted in accordance with the principle of competitiveness set out in the Guidelines on the eligibility of expenditure for 2021–2027 of 19 May 2026.

The Contracting Authority is not an entity required to apply the Act of 11 September 2019 – Public Procurement Law.

III. DESCRIPTION OF THE SUBJECT OF THE CONTRACT

1. **Type of contract: Supplies**
2. **Common Procurement Vocabulary (CPV) descriptions and codes:**

   42990000-2 – Miscellaneous special-purpose machinery
   42636000-3 – Presses
   42417200-4 – Conveyors
   42997300-4 – Industrial robots
   38810000-6 – Industrial process control equipment
   48151000-1 – Computer control system
   51540000-9 – Installation services of special-purpose machinery and equipment
   71323000-8 – Engineering-design services for industrial processes and production
   80531200-7 – Technical training services
   38500000-0 – Checking and testing apparatus
   42630000-1 – Metal-working machine tools

3. **Subject of the Contract**

   The Subject of the Contract is the design, supply, installation and commissioning of a complete, intelligent and automated production line for aluminium can bodies, comprising brand-new equipment forming its components, together with associated installations, working platforms, control and measuring systems and instruments, workshop machinery and control software. The can specifications are:

250 ml with a can diameter of 53 mm

and

330 ml and 355 **ml** with a can diameter of 58 mm

<u>The scope of the contract includes:</u>

1. Preparation of the can designs for the formats specified above and transfer of the rights to use them. The Contractor shall supply complete drawings showing all dimensions and tolerances of both the cans and the tooling used to manufacture them.
2. Preparation of the production line layout design within the production and warehouse building as shown in the attached Site Development Plan (PZT). The Site Development Plan shows the preferred approximate positions, accurate to within a few metres, of the individual production machines forming the production line covered by this Request for Quotations.
3. Supply of the production line machinery and equipment in accordance with the design, together with spare parts packages;
4. Supply of change parts for the machinery and conveying system, and production tooling for all designed formats;
5. Installation and commissioning of the supplied production line machinery, associated machinery and systems, and control and monitoring systems;
6. Required mandatory and supplier-recommended on-the-job training for employees in operation and routine inspection work, and production support during the first 6 months after line start-up. Training is expected to begin when machinery installation starts and to enable newly recruited employees to participate actively in installation and commissioning within the scope of their acquired qualifications.

<u>Additional design notes:</u>

1. The can designs must ensure that the cans produced are compatible with packaging available on the market and require no changes to settings or adjustments of filling and closing machinery and equipment.
2. The 250 ml cans must be capable of being closed with commercially available ends designated 200 B64 or 200 CDL.
3. The 330 ml and 355 ml cans must be designed in two variants: the first for closing with a commercially available end designated 200 B64 or 200 CDL, and the second for closing with a commercially available end designated 202 B64 or 202 CDL.
4. All production line machinery must allow rapid changeover to each of the above formats in less than 8 hours, using the change parts supplied within the scope of the contract.
5. All production line machinery must allow rapid changeover to can formats with a diameter of 66 mm: 330 ml, 440 ml, 473 ml and 500 ml.
6. The can designs for the formats listed in item 5 above, and the machine change parts and production tooling for those formats, are outside the scope of this tender.
7. However, none of the machines supplied under the tender may be unsuitable for rapid future changeover once the necessary change parts and tooling have been added.
8. The can designs must ensure that the dimensions of the cans produced, particularly their ends and bases, allow stable and easy stacking.

9. The line layout design must accommodate the future installation of a second line in the same building, in a mirror-image arrangement to optimise operation.
10. The line layout design must take account of the following points planned at the Site Development Plan stage:

- the entry point for delivery of the main raw material, namely aluminium coil stock

and

- the exit point – the gate to the dispatch hall.

Production line machinery specifications:

The line to be purchased will manufacture two-piece cans for food applications, i.e. deep-drawn cans with a body integrated with the base, at a capacity of no less than 750 million units per year and at least 1,800 units per minute. The line must be capable of continuous production 24 hours a day, 7 days a week, 365 days a year.

The intelligent production line, together with its control software, shall comprise the following elements (modules):

1. **A dual-arm aluminium coil unwinding system for sheet thicknesses** up to 0.25 mm, widths up to 2 m and coil weights ranging from 7 to 12 tonnes.

2. **A double-action press for** simultaneously blanking discs from aluminium sheet unwound from a coil and forming them into cups on all tooling stations of the die set, at a rate of at least 250 strokes per minute. The die set must be no more than 2,000 mm wide and optimised for material utilisation and for meeting the dimensional and strength requirements of the can format produced. Depending on the format, the die set shall produce 11 to 17 cups per stroke. Separate die sets for different can formats are permitted. The sheet feed rolls must use a servo mechanism on a pivoting arm, with a system for lubricating both sides of the sheet with oil.

3. **Bodymaker –** a horizontal press for forming the can body, producing a container with the diameter and length specified in the can design. The tooling must form the can and its base. A hydraulically positioned carbide punch must pass through a series of rings that draw and form the can to the required length and wall thickness. Each bodymaker must be capable of operating at a nominal speed of at least 350 cans per minute. Eight bodymakers are required.

4. **Trimmer – trims the can rim to the required dimension.** The machine must trim the top rim of the can to the height specified in the design for each format. The trimmer must be functionally integrated with the bodymaker and operate synchronously with it. Eight trimmers are required, each capable of a nominal speed of at least 380 cans per minute.

5. **Washer – a can washing machine.** The machine must rinse off lubricants used in the double-action press, bodymaker and trimmer. An automatic dosing controller for the required cleaning chemicals and instrumentation for qualitative and quantitative measurements of the washing baths are required. The washer must include coalescing separator systems for removing oil from the baths in washing stations 1 and 2, and a drying section to dry the cans after washing. The machine must include a vacuum transfer system, conveyor and water heater for the washing stations, e.g. a gas-fired water boiler rated at least 500 kW. The conveyor transfer mat must have a nominal width of

2,400 mm (an 8-foot washer). The washer and dryer must each have a capacity of at least 3,000 cans per minute.

6. **A station for applying coating to the external base** rim, with an integrated UV curing system, is outside the scope of the current tender; however, space must be reserved for it on the conveyors downstream of the washer for future installation.

7. **Decorator** – a printer for applying customer-specific designs to cans in a full range of colours. The rotary machine must apply a printing-ink design to each can. At least 8 colours are required. A full layer of overvarnish must then be applied over the inks to protect the entire outer surface of each can. At least 24 mandrels are required. The decorator must be capable of operating at a nominal speed of up to 2,000 cans per minute. The design of the ink and overvarnish applicators must eliminate splashing and misting of inks and coatings. A temperature control and stabilisation system for the inker units is required, with at least 20% excess capacity.

8. **Base rim coater. After** the ink design and protective overvarnish have been applied and before the cans enter the oven, a coating must be applied to the lower external base rim to ensure proper can mobility and corrosion protection.

9. **Tunnel dryer – a gas-fired** pin oven. After the ink design, protective external overvarnish and base rim coating have been applied, the cans must pass through an oven in which hot air circulating around the outside of the cans properly cures the coating materials applied to their outer surfaces. This produces the finished can design and protects the can against damage. The required curing time is at least 10 seconds at a speed of 2,000 cans per minute. The dryer shall have a cooling section to prepare the cans for the next production stage.

10. **Spray gun stations for internal coating to ensure** food safety. Application of an internal coating to protect the filled product and meet food safety requirements. The cans pass through a rotary machine that sprays two streams of coating – dual-gun technology is required. As the can rotates, the coating must cover 100% of its internal surface. Application time, coating pressure and coating temperature must be closely controlled to provide the required protection for the final food product to be filled into the can. Eight machines are required, each with a nominal capacity of at least 350 cans per minute.

11. **IBO tunnel dryer – a** multi-section gas-fired oven for polymerising the internal coating. At least 3 independently temperature-controlled hot zones are required, with an extended first section for proper, precise preheating of BPA non-intent or equivalent coatings. The cans are placed on a conveyor that carries them through the oven, which blows hot air inside them to cure the coating properly and gradually. The machine shall have a can cooling section to prepare the cans for subsequent production stages. The required nominal speed is 3,000 cans per minute. The machine design must allow the cans on the collecting conveyor to be separated longitudinally into 2 independent, non-intermixing streams, each capable of operating at 1,500 cans per minute after separation.

12. **Necker – a machine that forms the final can shape** by modifying the top of the can to form the neck and flange, reforming the can base to improve its strength, and checking the can for leaks. The machine must reduce the top diameter of the cans through a series of progressively smaller ceramic dies. It must then form a flange at the top of the can, ready to receive the aluminium end/lid and to allow filling and closing during the filling process. Each necker module must include a process wheel

with at least 12 pockets and a transfer wheel with at least 18 pockets between the process wheels. Finished cans must leave the process turret and be transferred by an air track to the plant's can conveying system. The required nominal speed is minimum 2,400 cans per minute.

13. **Internal can vision inspection system.** A dedicated computer system that photographs the inside of every can produced and analyses the images against reference images in real time to detect quality defects, and that can immediately remove a non-conforming product from the line without damaging any product that meets the inspection criteria.

14. **External decoration vision inspection system capable** of detecting in real time and removing from the line cans whose label/external decoration differs from the design currently being produced/accepted, without damaging conforming products.

15. **Finished-product palletising robot.** Finished cans are fed to the palletiser. The machine must form a vertical stack of layers of cans separated by paper or plastic layer pads. A minimum nominal speed of 2,400 cans per minute is required for every can format. A wooden or plastic pallet shall be provided at the base, with a steel, wooden or plastic top frame. Once built, the pallet, up to 3,000 mm high, must be secured with 2 to 4 plastic straps on each side. The straps hold the pallet load together and secure it during transport. The machine must have two separate, orthogonally arranged strapping machines, a pallet conveying system, a final quality inspection station, a film wrapper and a pallet label applicator. The entire system must operate at a line speed of at least 2,400 cans per minute and include conveyors for finished pallets, moving them to the storage/forklift collection point. The palletising robot and pallet conveying system must handle pallets measuring 1,250 × 1,180 mm, 1,420 × 1,120 mm and 1,300 × 1,120 mm, all up to a height of 3,000 mm.

16. **Control software. The individual** equipment components must be fitted with sensors enabling machine-to-machine communication and data transmission. These sensors must detect any changes or irregularities, and also receive and transmit digital data on normal events for statistical purposes, including monitoring production performance and the service life of working parts. The entire can line is controlled by a software package and line control system connecting all machines and conveyors to enable automatic operation with minimal operator intervention. Large-screen production line status displays must be an integral part of the system, located at key points in the building/line in the conveying areas for cups, wet cans, clean cans, decorated cans, internally sprayed cans, dried cans and finished cans. At least 7 displays with a diagonal of approximately 50 inches are required.

17. **Wet-can conveying system – conveying must** take place on a working platform at a height of at least 5 m, with the cans travelling base-down.

The line shall be controlled using digital control panels equipped with:

- a clear interface providing full control over the process;
- remote management and monitoring of the production cycle for production managers;
- audible and visual indicators and a public address system.

The PLC systems used to control the individual machines, including the conveying and line control systems, must be of one type, from the same family and generation, to enable error-free, rapid, real-time data exchange between the machines, conveying system, line control system and SCADA system.

The production line machines must use the same type of PLC as the can conveying system.

All burners in tunnel dryers and gas-fired boilers must be capable of operating effectively on high-methane natural gas (E) and on other types of liquefied gas such as LNG, LPG and CNG.

The scope of the contract must include all electrical installations for the production line machinery and equipment, including power cables from the circuit breakers in the low-voltage switchboard, and all utility installations such as compressed air, vacuum and process fluid pipelines.

Associated systems specifications:

All associated systems, machinery and equipment must suit the technological requirements of the specific individual production line design proposed in the tender.

1. Toolroom equipment – the parameters, accuracy and capabilities of all tools and measuring systems must suit the specifications of the cans whose design and production are covered by this Request for Quotations, and the specifications of the production line machinery to be supplied under this Request for Quotations, meeting the requirements listed under Additional Design Notes. The toolroom equipment must include at least:
    a. dedicated handheld workstation measuring tools for use in the Front-End area and toolroom, allowing measurements of can thickness, height, diameters and depths in the Front-End area;
    b. dedicated handheld workstation measuring tools for use in the Back-End area and toolroom, allowing measurements of can thickness, height, diameters and depths in the Back-End area;
    c. dedicated automatic measuring equipment for can wall ironing rings;
    d. an automatic punch cross-hatching machine;
    e. an automatic contour measuring instrument;
    f. an automatic roundness measuring instrument;
    g. a mechanical workstation ring polisher;
    h. a set of tools for measuring external and internal diameters across the range of can formats produced;
    i. sets of digital micrometers for measuring key can parameters;
    j. sets of measurement standards;
    k. handheld instruments for measuring lengths, distances, thicknesses and diameters;
    l. at least two measuring tables, including one measuring 1,200 mm × 1,000 mm;
    m. a set of handheld and stationary loupes and magnifying glasses with their own lighting;
    n. a computer system containing a tooling database and an ironing-ring selection system.

    A measuring accuracy of 1 micrometre is required for instruments used to measure can parameters.
2. Quality control measuring equipment. The minimum package must include:
    a. a semi-automatic dimensional gauge (for a single can) for the Front-End area (press, bodymaker, trimmer, mobility tester, oven), integrated with a dedicated measurement database and reporting system;
    b. a semi-automatic dimensional gauge (for a single can) for the Back-End area (necker, IC spray), integrated with a dedicated measurement database and reporting system;
    c. a semi-automatic base strength tester (for a single can), integrated with a dedicated measurement database and reporting system;
    d. a semi-automatic axial compression strength tester (for a single can), integrated with a dedicated measurement database and reporting system;
    e. a coating thickness and distribution gauge (external and internal), integrated with a dedicated measurement database and reporting system;

f. a semi-automatic metal exposure/conductivity tester (for a single can), integrated with a dedicated measurement database and reporting system;
g. a handheld metal exposure/conductivity tester;
h. a base reforming parameter gauge, integrated with a dedicated measurement database and reporting system;
i. a set of tools for adhesion testing;
j. scales for measuring coolant and coating weights;
k. coating viscosity meters;
l. a mobility tester;
m. a laboratory balance;
n. chemical parameter testers (pH, conductivity, chemical concentrations including fluorides);
o. a set of handheld and stationary loupes and magnifying glasses with their own lighting;
p. a furnace for muffle tests;
q. a set of micrometers and callipers;
r. two light booths for checking print colour.

3. Printing plate preparation equipment. The minimum set must include:
   a. a plate cutter;
   b. a plate bender;
   c. a workstation for mounting printing plates on a cylinder;
   d. a punch for printing plate registration holes;

4. Workshop equipment. The mechanical workshop equipment must allow servicing and repair of the production line machinery covered by the tender. The minimum equipment shall include:
   a. a lathe with a bed length of at least 2,000 mm and a turning diameter suitable for the decorator's overvarnish (OV) applicator wheels included in the tender, capable of cutting internal and external, right-hand and left-hand, metric and imperial threads (UNC, UNF, BSW, BSF), with a drill chuck;
   b. grinding machines, including one bench-mounted magnetic surface grinder capable of grinding surfaces measuring 500 mm × 300 mm;
   c. a guillotine shear with a working length of at least 2,000 mm for sheet metal up to 6 mm thick;
   d. a bending machine with a working length of at least 2,000 mm for sheet metal up to 6 mm thick;
   e. a CNC column-type milling machine;
   f. a pillar drill with a chuck accepting drills with a maximum diameter of at least 1 inch;
   g. hydraulic, fly and manual presses;
   h. a power saw;
   i. a mobile crane with hydraulic lifting capacity up to 2 tonnes;
   j. a welder for tunnel dryer conveyor mats;
   k. a stationary jib crane for moving inker units;
   l. welding equipment for gas and electric welding using MMA, TIG and MIG/MAG methods.

5. A dual collection system for clean and decorated production scrap. Two independent vacuum conveying lines are required: one for clean scrap and one for decorated scrap. The estimated extraction fan power is 37–45 kW. The system must provide redundancy and allow the line to operate at nominal speed if one of the lines fails.

6. Hydraulic presses for compacting production scrap into blocks small enough to be moved manually, e.g. 200 mm × 300 mm × 300 mm, or discs 300–400 mm in diameter and 200–300 mm thick. Two independent press units are required, one for decorated scrap and one for clean scrap. The system must provide press redundancy and allow the line to operate at nominal speed if one press fails.

7. Oil mist collector for the bodymakers. At least 20% excess system capacity is required. The estimated extraction fan power is 30–45 kW.
8. A filtration system in the cooling/lubricating fluid circuit is mandatory to remove aluminium particles and enable the fluid to be reused in production. The system must have at least two redundant filtration units with independent coarse filter packs (bag cartridges) and fine filter packs (candle cartridges), filtering down to 1 micrometre. Full redundancy of the filtration units and at least 20% excess capacity of each filtration unit are required, ensuring stable operation of the production line at nominal speed (8 bodymakers) for at least 12 hours using a single filtration unit.
9. The production line to be purchased must include water and coolant recovery systems for the processes in the sheet-metal cup press, bodymaker and trimmer areas, using filtration systems and coalescers for oil separation.

Other conditions:

1. Permitted electrical supply parameters for all machinery and equipment supplied under the tender: 400 V AC, 3-phase, 50 Hz; 230 V AC, single-phase, 50 Hz; control voltage 24 V DC.
2. The line offered under the Subject of the Contract must fit the plant area designated for its installation. The planned building has one level: a ground floor of 10,000 m² and a service area of approximately 2,500 m², of which approximately 4,000 m² is allocated to the process line covered by the tender. The remaining floor area will accommodate the necessary access and transport routes and a second production line in a mirror-image arrangement to optimise operation. The second line will be installed in the future; until then, its area will be used to store products and raw materials. The first line design must take account of the future installation of the second production line and optimise operation. To save floor space, most of the can conveying system must be located on working platforms at a height of 5 m. The Site Development Plan (PZT) constitutes Annex No. 4 to this Request for Quotations.
3. Where the description of the Subject of the Contract indicates that the Contracting Authority/designer has specified materials, equipment or technologies by reference to particular trademarks, patents, origin or sources, or has named a particular product, quality standard or specific process characterising products or services supplied by a particular contractor, these references shall be treated solely as examples assisting in the description of the Subject of the Contract. In every case, the Contracting Authority permits the Contractor to use solutions equivalent to those specified by the Contracting Authority/designer, provided that their technical and functional parameters are no worse and that they do not lower the specified standards. The patents, trademarks and origins indicated shall be understood as defining technical, operational and performance parameters; accordingly, the Contracting Authority permits tenders for this part of the Subject of the Contract with equivalent technical, operational and performance parameters. The Contractor bears the burden of demonstrating equivalence.
4. The Contractor shall ensure continuous access to spare and working parts for at least 8 years, including access to the basic spare parts listed in Annex No. 5 to the Request for Quotations for at least 6 months from line start-up.
5. The Contractor shall supply all necessary documents, including technical documentation and declarations of conformity with European Union requirements (CE), required for equipment to be used in Poland under the law in force, for all systems, machines and assemblies of machines, and PED documentation for equipment and systems requiring supervision by the Office of Technical Inspection (UDT).
6. The documentation must be supplied in the form described in detail in the Contract Template constituting Annex No. 2 to the Request for Quotations. It must meet the highest possible standards and comply with applicable regulations. Failure to supply the documentation may constitute grounds for the Contracting Authority to refuse to sign the Final Acceptance Report.

7. The Contractor shall bear all costs associated with manufacturing, delivering and installing the Subject of the Contract.

8. The Contractor must guarantee that the parameters of the components comprising the Subject of the Contract are no worse than those specified in the Description of the Subject of the Contract. The Contractor may propose solutions with better parameters.

9. The Contractor guarantees that the machinery and equipment supplied will be brand-new, free from any encumbrances and third-party rights, and manufactured in accordance with the latest standards applicable to the scope of the Subject of the Contract. In particular, the machinery and equipment shall be manufactured in accordance with applicable standards, current technical knowledge, with particular care and in compliance with the requirements of this Request for Quotations.

10. Delivery and acceptance conditions for the Subject of the Contract:

- The tender shall be prepared in accordance with DAP INCOTERMS 2020 and the provisions of the Contract constituting Annex No. 2 to the Request for Quotations.
- The risk of loss, damage and/or destruction of the machinery and equipment comprising the Subject of the Contract shall pass to the Contracting Authority in accordance with DAP INCOTERMS 2020.
- The Contractor shall take out All-Risks cargo insurance covering the Equipment up to 110% of the Contract Price, including transport to the Contracting Authority's plant and unloading; the Contracting Authority shall be named as the beneficiary of compensation. The insurance certificate shall be provided no later than 7 days before shipment.
- Other delivery and acceptance conditions are described in detail in the Contract Template constituting Annex No. 2 to the Request for Quotations.

11. Before entering into the Contract, the Contractor shall submit to the Contracting Authority an insurance certificate issued by the insurer confirming third-party liability insurance coverage, covering the Contractor's activities related to the performance of the Contract and the entire term of the Contract, with a limit of indemnity of no less than PLN 120,000,000.00 (in words: one hundred and twenty million zlotys and 00/100) for all occurrences during the insurance period and no less than PLN 40,000,000.00 (in words: forty million zlotys and 00/100) per occurrence, with no sublimits below PLN 40,000,000.00 for damage to the Contracting Authority's property, damage arising from defective installation or commissioning, and personal injury. The Contractor shall maintain this insurance throughout the term of the Contract and provide evidence of its continuation whenever requested by the Contracting Authority.

12. **Warranty: The** Contracting Authority requires the Contractor to grant a warranty for the Subject of the Contract **for at least** 12 months from the date on which the Parties sign the Final Acceptance Report, but no longer than 24 months from the date on which the Seller notifies readiness for FAT.

13. **Time to commence breakdown repairs remote:** The maximum time to commence breakdown repairs is **48 hours.** If the Contractor specifies a time to commence breakdown repairs remote exceeding 48 hours, its tender will be rejected.

14. **Time to Commence breakdown repairs On-Site**: The maximum time to commence on-site breakdown repairs is 72 hours. If the Contractor specifies a time to commence on-site fault rectification exceeding 72 hours, the Contractor's offer shall be rejected.

15. **Place of performance of the Subject of the Contract:** Żłobnica, cadastral precinct 0020, Kleszczów municipality, Bełchatów county.

16. **Maximum time for performance of the Subject of the Contract:** The Contractor shall perform the Subject of the Contract within a **maximum of 15 months from the date on which the Contracting Authority signs the contract for deliveries, and a maximum of 18 months from that date for commissioning the supplied items and starting production.**

17. The Contracting **Authority does** not permit partial tenders.

18. The Contracting **Authority** does not permit variant tenders.
19. The Contracting Authority **does not** envisage supplementary contracts.

IV. GROUNDS FOR EXCLUSION FROM THE PROCEDURE

1. Contractors linked by capital or personal relationships shall be excluded from this tender procedure. Such relationships mean mutual relationships between the Contractor and the Contracting Authority, persons authorised to incur obligations on its behalf, or persons carrying out activities on its behalf in connection with the Contractor selection procedure, consisting in particular of:
   a) participation in a company as a partner in a civil-law partnership or commercial partnership, holding at least 10% of shares or stock (unless a lower threshold is provided for by law), or serving as a member of a supervisory or management body, a commercial proxy or an authorised representative;
   b) being married to, related by blood or marriage in the direct line, related by blood or marriage in the collateral line up to the second degree, or linked by adoption, guardianship or curatorship, or cohabiting with the contractor, its legal representative or members of the management or supervisory bodies of contractors applying for the award of the contract;
   c) having a legal or factual relationship with the contractor that gives rise to reasonable doubts as to their impartiality or independence in connection with the contract award procedure.

2. Contractors subject to exclusion under Article 5k of Council Regulation (EU) No. 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine (OJ EU L 229, 31 July 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 actions destabilising the situation in Ukraine (OJ EU L 111, 8 April 2022, p. 1), hereinafter Regulation 2022/576, shall be excluded from this tender procedure, i.e. the Contracting Authority excludes the participation of:
   a) Russian nationals, natural persons residing in Russia, or legal persons, entities or bodies established in Russia;
   b) legal persons, entities or bodies whose proprietary rights are directly or indirectly owned for more than 50% by an entity referred to in point (a) of this item;
   c) natural or legal persons, entities or bodies acting on behalf of or at the direction of a natural or legal person, entity or body referred to in point (a) or (b) of this item,
   d) including subcontractors, suppliers or entities whose capacities are being relied on within the meaning of the public procurement directives, where they account for more than 10% of the contract value.
3. Contractors subject to exclusion from a contract award procedure under Article 7(1) of the Act of 13 April 2022 on special measures to counteract support for aggression against Ukraine and to protect national security (Journal of Laws of 2022, item 853) shall be excluded from this tender procedure, i.e. the Contracting Authority excludes:
   a) a Contractor named in the lists specified in Regulation 765/2006 and Regulation 269/2014, or entered on the list pursuant to a listing decision providing for the application of the measure referred to in Article 1(3) of the Act;
   b) a Contractor whose beneficial owner, within the meaning of the Act of 1 March 2018 on counteracting money laundering and terrorist financing (Journal of Laws of 2022, items 593 and 655), is a person named in the lists specified in Regulation 765/2006 and Regulation 269/2014, or entered on the list, or who has been such a beneficial owner since 24 February 2022, provided that the person was entered on the list pursuant to a listing decision providing for the application of the measure referred to in Article 1(3) of the Act;

c) a Contractor whose parent entity, within the meaning of Article 3(1)(37) of the Accounting Act of 29 September 1994 (Journal of Laws of 2021, items 217, 2105 and 2106), is an entity named in the lists specified in Regulation 765/2006 and Regulation 269/2014, or entered on the list, or which has been such a parent entity since 24 February 2022, provided that it was entered on the list pursuant to a listing decision providing for the application of the measure referred to in Article 1(3) of the Act.

4. To demonstrate the absence of the grounds for exclusion from this contract award procedure referred to in items 1–3 above, the Contractor shall submit with its tender the Declaration of Absence of Grounds for Exclusion included in Annex No. 1 to the Request for Quotations, Tender Form Template, under Declaration of Absence of Grounds for Exclusion from the Procedure.
5. The tender of an excluded Contractor shall be deemed rejected.

V. CONDITIONS FOR PARTICIPATION AND HOW COMPLIANCE WILL BE ASSESSED

1. Contractors with the experience necessary to perform the Subject of the Contract may participate in the procedure:
   1.1. The Contracting Authority will regard this condition as fulfilled if the Contractor demonstrates that, during the 3 years preceding the tender submission deadline (or, if it has been in business for a shorter period, during **that period), it has completed at least 2 machinery integration projects for production lines manufacturing two-piece DWI aluminium beverage cans with a nominal capacity of no less than 1,500 cpm and 600 million units per year.**
2. Compliance with the participation condition specified in item 1 above will be verified on the basis of the list submitted using the form constituting Annex No. 3 to the Request for Quotations, List of Completed Contracts. The list must be accompanied by evidence (e.g. references, acceptance reports) confirming that the deliveries were duly performed.
3. Compliance with the participation condition referred to in item 1 above will be assessed by checking whether the list submitted by the Contractor confirms that the condition is met, on a pass/fail basis.
4. The tender of a Contractor that does not meet the participation condition specified in item 1 above will be rejected.

VI. JOINT TENDERS

1. Contractors may apply jointly for the award of this contract.
2. Contractors applying jointly for the award of the contract must appoint and identify an authorised representative to represent them in this contract award procedure, or to represent them in the procedure and enter into the contract. The document confirming appointment must specify the number of this Request for Quotations, the appointed representative and the scope of their authority, and must be signed by all Contractors applying jointly for the award of the contract. The Contractors must also submit a declaration accepting joint and several liability for performance or improper performance of the contract, signed by all Contractors applying jointly for the award of the contract.
3. Each Contractor applying jointly for the award of the contract shall separately submit the Declaration of Absence of Grounds for Exclusion from the Procedure set out in Annex No. 1 to this Request for Quotations.
4. All correspondence during the procedure will be conducted solely with the authorised representative referred to in paragraph 2.

VII. PREPARATION OF THE TENDER

1. The Contractor's tender shall be prepared using the form constituting Annex No. 1 to the Request for Quotations, Tender Form Template.

2. The Contracting Authority recommends using the forms attached to this Request for Quotations. Annexes prepared independently by the Contractor are permitted, provided that they contain all required information and declarations included in the Contracting Authority's forms.
3. The Tender Form must be prepared in Polish and/or English. Supporting documents prepared in a language other than Polish must be submitted together with a Polish translation.
4. The tender and its annexes must be signed by the Contractor's authorised representative(s), in accordance with the rules of representation specified in the Contractor's registration document, or by an authorised proxy, in a manner enabling identification of the person signing the documents.
5. The Contracting Authority recommends that every written page of the tender, including its annexes, be numbered consecutively.
6. The completed Tender Form must be accompanied by:
   6.1 A detailed breakdown of the individual components of the Subject Matter of the Order, specifying for each component: (a) net value, (b) country (countries) of origin, and (c) full customs tariff code (HS), prepared in accordance with the template constituting Appendix No. 1a to the Request for Quotation.
   6.2 The Declaration of Absence of Grounds for Exclusion from the Procedure included in Annex No. 1 to the Request for Quotations, Tender Form Template.
   6.3 The declaration of fulfilment of GDPR information obligations included in Annex No. 1 to the Request for Quotations, Tender Form Template.
   6.4 Where the tender is signed on the Contractor's behalf by a proxy (a person not authorised to perform these acts under the company's registration documents), the appropriate power of attorney must be attached to the tender.
   6.5 A List of Completed Contracts prepared using the template constituting Annex No. 3 to the Request for Quotations, List of Completed Contracts, together with evidence of due performance.
   6.6 If the Contractor is not registered in the Polish National Court Register or the Central Register and Information on Economic Activity, the tender must be accompanied by another registration document establishing the right to represent the entity. If the document is in a foreign language, a Polish translation must also be attached (in this case, translation of the section on representation of the entity is sufficient). For civil-law partnerships, a copy of the partnership agreement must be attached if the documents have not been signed by all partners.
7. The Contracting Authority informs Contractors that tenders submitted in this contract award procedure are public and shall be made available from the time they are opened. Tenders shall be made available upon written request by Contractors that submitted tenders in the procedure, except for information constituting a trade secret within the meaning of unfair competition legislation, if the Contractor stipulated no later than the tender submission deadline that it must not be disclosed and demonstrated that the information reserved constitutes a trade secret. Under the Act of 16 April 1993 on combating unfair competition (consolidated text: Journal of Laws of 2020, item 1913, as amended), a trade secret means technical, technological or organisational business information, or other information of economic value, which has not been made public and for which the undertaking has taken the necessary measures to maintain confidentiality.
8. If a tender contains information constituting a trade secret within the meaning of unfair competition legislation, the Contracting Authority recommends that the Contractor send the reserved information in a separate file or email marked ‘trade secret’, separately from the other public parts of the tender, in a manner leaving no doubt as to which information in the tender constitutes such a secret. Pages containing the information referred to in the preceding sentence should be bound together separately, while continuing the tender's page numbering.
9. The Contractor may not reserve as confidential information concerning price, name (business name), address, completion time or warranty.

10. The Contractor may submit only one tender.
11. Before the tender submission deadline, the Contractor may amend or withdraw its tender.
12. The Contractor shall bear all costs associated with preparing and submitting the tender.

VIII. TENDER VALIDITY PERIOD

1. The Contractor shall remain bound by its tender for 60 **days.**
2. The tender validity period starts upon expiry of the tender submission deadline.
3. At the Contracting Authority's request, the Contractor may extend the tender validity period. The Contracting Authority may request Contractors' consent to extend that period for a specified time only once and at least 3 days before the tender validity period expires.

IX. PLACE AND DEADLINE FOR SUBMITTING TENDERS

1. Tenders in response to this Request for Quotations must be submitted through the BK2021 Competitiveness Database system (hereinafter the Competitiveness Database), available at https://bazakonkurencyjnosci.funduszeeuropejskie.gov.pl/, using the 'OFERTY' **(Tenders)** tab on the Request for Quotations (notice) page.
2. The tender submission deadline is specified in the notice published in the Competitiveness Database.
3. The tender must be submitted in accordance with the procedure described in detail at https://bazakonkurencyjnosci.funduszeeuropejskie.gov.pl/pomoc/50-dodanie-oferty-do-ogloszenia. Detailed instructions on Contractor registration in the Competitiveness Database and use of the system are available at https://archiwum-bazakonkurencyjnosci.funduszeeuropejskie.gov.pl/info/web_instruction, in the 'Załączniki' (Attachments) section, in the file entitled 'Rejestracja i dodawanie ogłoszeń' (Registration and adding notices).
4. The tender and required annexes must be attached as a scan of a tender prepared in writing, or as an electronically prepared tender signed with an electronic signature.
5. A tender submitted after the deadline will not be considered.
6. The Contracting Authority reserves the right to extend the tender submission deadline. In each case, it will publish the relevant information in the notice in the Competitiveness Database at https://bazakonkurencyjnosci.funduszeeuropejskie.gov.pl/.

X. TENDER EVALUATION CRITERIA AND EVALUATION METHOD

1. Tenders prepared in accordance with the requirements specified in Section VII of this Request for Quotations, submitted by Contractors not excluded from participation under Section IV of this Request for Quotations, will be evaluated according to the following criteria:

TENDER EVALUATION CRITERION	POINT WEIGHTING	DESCRIPTION OF THE METHOD FOR AWARDING POINTS FOR MEETING THE EVALUATION CRITERION
Total gross price [Kc]	60	Under the Total Gross Price criterion, the Contracting Authority will assess the information provided by the Contractor in the Tender Form constituting Annex No. 1 to this Request for Quotations. In the Offer Form, the Contractor shall specify the net price, rounded to two decimal places in accordance with standard mathematical rounding rules. The Contractor shall attach to the Offer Form a detailed breakdown of the individual components of the Subject Matter of the Order, specifying for each component: (a) net value, (b) country (countries) of origin, and (c) full customs tariff code (HS). The Contracting Authority shall be responsible for correctly determining the applicable customs duty rate(s), the amount of customs duties, the applicable VAT rate(s), and the amount of VAT. These parameters are required solely for the

		purpose of comparing offers. Any applicable customs duties and VAT shall be borne by the Contracting Authority. The total gross price shall be the final price, including all costs and price components related to the performance of the Subject Matter of the Order, including customs duties and VAT. The Contractor shall include in the offer price all costs necessary for the proper, complete, and timely performance of the Subject Matter of the Order, arising from the terms and obligations specified in the Request for Quotation and its appendices, as well as from the Contractor's own knowledge and experience. Only one price may be quoted for the offered Subject of the Contract; alternative prices are not permitted. **Tenders will be compared on the basis of their total gross prices in PLN.** If the Contractor quotes a price in a currency other than PLN, the Contracting Authority will use the average exchange rate of the National Bank of Poland (NBP), available at www.nbp.pl, published on the date this Request for Quotations was published in the Competitiveness Database. Points under this criterion will be calculated as follows: K price = $\frac{total\ gross\ price\ of\ the\ lowest-priced\ tender\ submitted}{total\ gross\ price\ of\ the\ tender\ being\ evaluated} \times 60$ A tender may receive a maximum of 60 points under the Total Gross Price criterion. Only offers that are not subject to rejection shall be taken into account in the calculation.
Time to commence breakdown repairs remote [Ka]	20	Under the Time to Commence Breakdown Repairs criterion, the Contracting Authority will assess the information provided by the Contractor in the Tender Form. The maximum time to commence breakdown repairs is 48 hours. If the Contractor specifies a time to commence breakdown repairs exceeding 48 hours, its tender will be rejected. The time must be stated in whole hours. The Contracting Authority will award points under the Time to Commence Breakdown Repairs criterion as follows: Ka - $\frac{shortest\ time\ to\ commence\ remote\ breakdown\ repairs\ in\ hours\ among\ all\ submtited\ offers}{time\ to\ commence\ remote\ \ breakdown\ repairs\ in\ the\ tender\ being\ evaluated} \times 20$ The Contractor undertakes to commence fault rectification within 48 hours from the moment of electronic confirmation of receipt of the fault notification. Commencement of fault rectification shall mean taking the first necessary action aimed at rectifying the fault. The Contractor shall electronically confirm receipt of the fault notification within 120 minutes of its submission, during the working hours of the Contracting Authority's factory administrative staff. Only offers that are not subject to rejection shall be taken into account in the calculation.
Time to commence breakdown repairs on-site at the Contracting Authority's premises [Ks]	20	Under the Time to commence breakdown repairs on-site at the Contracting Authority's premises criterion, the Contracting Authority will assess the information provided by the Contractor in the Tender Form. The maximum time to commence breakdown repairs is 72 hours. If the Contractor specifies a time to commence breakdown repairs exceeding 72 hours, its tender will be rejected. The time must be stated in whole hours. The Contracting Authority will award points under Time to commence breakdown repairs on-site at the Contracting Authority's premises criterion as follows:

		$Ks = \frac{\text{shortest time to commence on-site breakdown repairs among all submitted offers}}{\text{time to commence on-site breakdown repairs in the tender being evaluated}} \times 20$ The Contractor undertakes to commence fault rectification within 72 hours from the moment of electronic confirmation of receipt of the fault notification (excluding statutory public holidays in the Contracting Authority's country). Commencement of fault rectification shall mean taking the first necessary action aimed at rectifying the fault during an on-site service visit at the Contracting Authority's factory. The Contractor shall electronically confirm receipt of the fault notification within 120 minutes of its submission, during the working hours of the Contracting Authority's factory administrative staff. Only offers that are not subject to rejection shall be taken into account in the calculation.

2. The tender's final score will be the sum of the points awarded under the criteria presented above (Kc + Ka + Ks). Scores will be rounded to two decimal places in accordance with standard mathematical rounding rules.
3. A tender may receive a maximum of 100 points.
4. The most advantageous tender will be that of the Contractor which is not excluded from participation, meets the participation condition and the technical specification requirements for the Subject of the Contract, and receives the highest evaluation score.
5. If the Contracting Authority is unable to select the most advantageous offer because two or more offers have obtained the same combined score for price and other evaluation criteria, the Contracting Authority shall select the offer with the lowest price from among those offers. If the offers have the same price, the Contracting Authority shall invite the Contractors who submitted those offers to submit additional offers. Contractors submitting additional offers may not offer prices higher than those quoted in their original offers.
6. The Contracting Authority shall correct obvious clerical and arithmetic errors in a tender and other errors consisting of inconsistencies with the Request for Quotations that do not materially alter the tender, and shall promptly notify the Contractor. Within 3 working days starting on the day following the date on which the notice was sent, the Contractor may submit a declaration that it does not consent to the correction. In that case, its tender shall be rejected.
7. Where Contractors have submitted tenders on time but the tenders lack required documents or declarations, are incomplete, contain errors or raise doubts identified by the Contracting Authority, the Contracting Authority will request the missing documents or declarations, supplementation, correction or clarification within a deadline it specifies, unless the tender would still have to be rejected despite submission, supplementation, correction or clarification, or the procedure would have to be cancelled. Failure by the Contractor to meet the deadline specified by the Contracting Authority will result in rejection of the tender. Only formal omissions or errors may be supplemented, corrected or clarified.
8. If a Contractor's tender may contain an abnormally low price in relation to the Subject of the Contract, the Contracting Authority reserves the right to request, under the procedure described in item 7 above, appropriate explanations and details of how the gross contract price was calculated. A price may be considered abnormally low if it differs by more than 30% from the arithmetic mean of the prices of all valid tenders not subject to rejection, or raises doubts on the part of the Contracting Authority as to the possibility of performing the Subject of the Contract in accordance with the requirements specified in the Request for Quotations or arising from separate regulations. The Contracting Authority will reject the tender of a Contractor that fails to provide explanations, fails to provide them within the specified deadline, or whose explanations and supporting evidence confirm that the tender contains an abnormally low price

in relation to the Subject of the Contract. The Contractor bears the burden of proving that its tender does not contain an abnormally low price. The explanations submitted may not change the content of the tender.

9. The Contracting Authority will publish the procedure results in the Competitiveness Database at https://bazakonkurencyjnosci.funduszeeuropejskie.gov.pl, in the notice's 'OFERTY' (Tenders) tab.
10. The Contracting Authority reserves the right to annul or cancel the procedure at any stage, without giving reasons, in particular if:
    10.1. no tenders have been submitted, or no tender not subject to rejection has been submitted;
    10.2. the price of the most advantageous tender or the lowest-priced tender exceeds the amount that the Contracting Authority intends to allocate to financing the contract, unless the Contracting Authority can increase that amount to the price of the most advantageous tender;
    10.3. the procedure has an irremediable defect preventing the award of the contract in compliance with the principles of fair competition and equal treatment of contractors, or applicable law;
    10.4. a material change of circumstances has occurred such that continuing the procedure or performing the contract is no longer in the Contracting Authority's interest, and that change could not have been foreseen when the Request for Quotations was published.

    Contractors shall have no claims against the Contracting Authority if it exercises any of the rights referred to in the preceding sentence.

XI. CLARIFICATION OF THE REQUEST FOR QUOTATIONS AND COMMUNICATION BETWEEN THE CONTRACTING AUTHORITY AND CONTRACTORS

1. The Contractor may request clarification of the Request for Quotations through the Competitiveness Database system using the 'PYTANIA' (Questions) tab on the Request for Quotations (notice) page. Detailed instructions on submitting questions through the Competitiveness Database are available at https://bazakonkurencyjnosci.funduszeeuropejskie.gov.pl/pomoc/53-zadawanie-pytan.
2. The Contracting Authority will provide clarification no later than 3 days before the tender submission deadline, provided that it receives the request for clarification no later than the end of the day on which half of the designated tender submission period expires. If the request for clarification is received later, or concerns clarification already provided, the Contracting Authority may provide clarification or leave the request unanswered.
3. The Contracting Authority will publish clarifications and answers in the Competitiveness Database under the 'PYTANIA' (Questions) tab on the Request for Quotations (notice) page. Clarifications and answers will form an integral part of the Request for Quotations.
4. The Contracting Authority reserves the right to amend or supplement this Request for Quotations at any time before the tender submission deadline. Information on any such amendment or addition will be promptly included in the notice published in the Competitiveness Database.
5. If an amendment referred to in item 4 above requires tenders to be modified, the Contracting Authority will also extend the tender submission deadline using the procedure described in item 4.
6. Extension of the tender submission deadline does not affect the running of the deadline for submitting a request referred to in item 2 above.

XII. FORMALITIES RELATED TO PERFORMANCE OF THE CONTRACT

1. The Contracting Authority will invite the selected Contractor, in writing or by email, to enter into the contract, the template for which is included in Annex No. 2 to the Request for Quotations, Contract Template, specifying the place and date of signing.
2. The selected Contractor shall contact the Contracting Authority within the time specified in the invitation to agree all matters relating to the contract to be concluded.

3. The conditions for performance of the Subject of the Contract specified in the Request for Quotations and the Contract Template are **not subject to amendment or negotiation, except** in the circumstances described in Section XIII of the Request for Quotations.
4. Before entering into the contract, the Contractor shall provide the Contracting Authority with:
   1.1. details of the persons authorised to sign the contract;
   1.2. if a joint tender is selected, the Contracting Authority will require, before entering into the contract, an agreement governing cooperation between the Contractors concerned. That agreement shall specify its parties, purpose, method of cooperation, scope of work to be performed by each party, joint and several liability for performance of the contract, the duration of the consortium (covering the periods of performance, contractual warranty and statutory warranty for defects), and a prohibition on termination of the consortium agreement by any member until performance of the contract is complete.
   1.3. An insurance certificate issued by the insurer confirming insurance coverage in accordance with Section III.11 of the Request for Quotation.
5. If the selected Contractor withdraws from signing the contract with the Contracting Authority or evades signing it, the Contracting Authority may enter into the contract with the Contractor that received the next highest score in the contract award procedure.

XIII. CONDITIONS FOR AMENDING THE CONTRACT CONCLUDED FOLLOWING THE CONTRACT AWARD PROCEDURE

The Contracting Authority envisages the possibility of amending the concluded contract in relation to the tender on the basis of which the Contractor was selected, in the circumstances described in Annex No. 2 to the Request for Quotations, Contract Template.

XIV. PROCESSING OF PERSONAL DATA

Pursuant to 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) (OJ EU L 119, 4 May 2016, p. 1), hereinafter GDPR, I inform you that:
the controller of your personal data is Krynica **Vitamin S.A., ul. Matyldy 35, 03-606 Warszawa.** Controller contact: rodo@krynicavitamin.com;

your personal data will be processed under Article 6(1)(b), (c) and (f) GDPR for purposes connected with this Request for Quotations conducted in accordance with the principle of competitiveness;

- the recipients of your personal data will be persons or entities to which the procedure documentation is made available under the Guidelines on the eligibility of expenditure for 2021–2027, authorities authorised to audit projects co-financed by EU funds, and entities such as the company handling the financial settlement of this project, the accounting firm, the tax advisory firm and the law firm;
- in accordance with the funding agreement for the project for which this tender procedure is conducted, your personal data will be retained for five years from 31 December of the year in which the Project was completed;
- the obligation to provide personal data directly concerning you is a requirement of the Guidelines on the eligibility of expenditure for 2021–2027 associated with participation in the

procedure; the consequences of failing to provide particular data follow from those Guidelines;

- no automated decisions concerning your personal data will be taken, in accordance with Article 22 GDPR;
- you have:
  - under Article 15 GDPR, the right of access to personal data concerning you;
  - under Article 16 GDPR, the right to rectification of your personal data*;
  - under Article 18 GDPR, the right to request restriction of processing of your personal data by the controller, subject to the cases referred to in Article 18(2) GDPR**;
  - the right to lodge a complaint with the President of the Personal Data Protection Office if you consider that the processing of personal data concerning you infringes the GDPR;
- you do not have: the right to erasure of personal data, in view of Article 17(3)(b), (d) or (e) GDPR;
- the right to data portability referred to in Article 20 GDPR;
- the right to object to the processing of personal data under Article 21 GDPR, as the legal basis for processing your personal data is Article 6(1)(c) GDPR.

* Explanation: exercise of the right to rectification may not result in a change to the outcome of the contract award procedure or to the contract provisions in a manner inconsistent with the Guidelines on the eligibility of expenditure for 2021–2027, and may not compromise the integrity of the procedure report or its annexes.

** Explanation: the right to restriction of processing does not apply to storage, to ensuring the exercise of legal remedies, to protecting the rights of another natural or legal person, or for reasons of important public interest of the European Union or a Member State.

The Contractor must provide the above information to all persons whose personal data will be supplied to the Contracting Authority in connection with submission of a tender in response to the Request for Quotations and performance of the contract.

To ensure that the Contractor has fulfilled the above information obligations and to protect the legitimate interests of third parties whose data will be supplied in connection with the Contractor's participation in the procedure, the Contracting Authority requires a signed declaration that the Contractor has fulfilled its GDPR information obligations (the relevant declaration is included in Annex No. 1 to the Request for Quotations, Tender Form Template).

XV. ANNEXES TO THE REQUEST FOR QUOTATIONS

- Annex No. 1 to the Request for Quotations – Tender Form Template and Appendix 1a – “Detailed Breakdown of the Individual Components of the Subject Matter of the Order”
- Annex No. 2 to the Request for Quotations – Contract Template
- Annex No. 3 to the Request for Quotations – List of Completed Contracts
- Annex No. 4 to the Request for Quotations – Site Development Plan (PZT)
- Annex No. 5 to the Request for Quotations – Parts List