Zabrze, 13 Novemeber 2026

METALSOLUTION Sp. z.o.o
(Polish Limited Liability Company)
41-807 Zabrze
8 Piekarnicza Street
https://metalsolution.pl/

REQUEST FOR QUOTATION No. 02/2026

Subject:

Supply of a Technological Line for the Production of Metal Products Using Cold Stamping Technology

As part of the project entitled "Production Technology for Metal Components with Significantly Improved Quality and Repeatability", No. FESL.10.03-IP.01-01DC/23, implemented under the European Funds for Silesia 2021–2027 programme (Just Transition Fund), Priority: FESL.10.00 – European Funds for Transformation, Measure: FESL.10.03 – Support for SMEs in the Transformation Process.

The Contracting Authority is not required to apply the provisions of the Public Procurement Law.

This procurement procedure is conducted in accordance with the principle of competition, as required under the Guidelines on the Eligibility of Expenditure for the 2021–2027 programming period.

The contract will be awarded on the basis of objective criteria that ensure compliance with the principles of non-discrimination, transparency and equal treatment, and guarantee that tenders are evaluated under competitive conditions.

1. CONTRACTING AUTHORITY

METALSOLUTION
Limited Liability Company
41-807 Zabrze
8 Piekarnicza Street
https://metalsolution.pl/

2. DEADLINE AND METHOD OF SUBMITTING TENDERS

Tenders should be submitted:

- Through the Competitiveness Database: www.bazakonkurencyjnosci.funduszeeuropejskie.gov.pl

by **16.12.2026 r.** (the date of receipt of the document shall prevail).

The tender opening is not open to the public.

All questions regarding this Request for Quotation should be submitted via the Competitiveness Database.

Any questions concerning the subject matter of the contract must be submitted no later than 2 business days before the scheduled end of the tender procedure. Questions submitted after this deadline may not receive a response from the Contracting Authority.

3. DESCRIPTION OF THE SUBJECT MATTER OF THE CONTRACT

EQUIVALENT SOLUTIONS
The Contracting Authority allows the submission of tenders proposing equivalent solutions, provided that they meet the requirements concerning the subject matter of the contract set out in this Request for Quotation.

Whenever standards, technical assessments or technical reference systems are referred to in the Technical Specification, conceptual documentation or any other documentation describing the subject matter of the contract, the Contractor shall assume that such references are accompanied by the words “or equivalent”. Where the Technical Specification refers to standards, European Technical Assessments, technical approvals or technical reference systems, the Contracting Authority permits the use of equivalent solutions.

When reviewing the Technical Specification, the Contractor shall assume that every reference contained in the documentation is accompanied by the words “or equivalent”. Where trademarks are used in the Technical Specification, conceptual documentation or any other documentation describing the subject matter of the contract, they are provided for illustrative purposes only and indicate the minimum expected quality parameters and required standards. The Contractor may use equivalent materials or equipment, provided that their technical and quality parameters are comparable to or better than those specified and that their use does not adversely affect the proper functioning of the solutions adopted in the Technical Specification, conceptual documentation or any other documentation describing the subject matter of the contract. The Contractor using equivalent equipment or materials shall be required to demonstrate, during the performance of the contract, that the equipment and materials used meet the requirements specified by the Contracting Authority.

Where the description of the subject matter of the contract, conceptual documentation or any other documentation describing the subject matter of the contract refers to materials, products or equipment by the names of specific manufacturers, such references shall be treated solely as an indication of the desired standard and quality. In the event that an equivalent solution is offered, the Tenderer shall be required to demonstrate the equivalence of the proposed solutions.

Type of contract: Supply

CPV codes:
42000000-6 Industrial machinery and general-purpose production lines
42900000-5 Miscellaneous general-purpose and special-purpose machinery

The subject matter of the contract comprises the design, manufacture, delivery, installation, integration, commissioning and handover for operation of a complete, automated technological line intended for decoiling, straightening and feeding metal strip, processing it through a stamping process, visually inspecting the material and finished products, and automatically sorting and packaging the products.

The technological line shall constitute a single, complete and functionally integrated solution, enabling the production process to be carried out with minimal operator intervention.

The subject matter of the contract includes all equipment, subassemblies, automation systems, control systems, safety systems, mechanical, electrical, pneumatic and other components necessary for the proper functioning of the entire production line, even if they are not explicitly listed as separate items of equipment.

Detailed technical, functional, quality and safety requirements, as well as requirements concerning individual machines and systems forming part of the production line, are specified in Annex No. 1 – Tender Form, Section: Description of the Subject Matter of the Contract – Technical Specification (which forms an integral part of this Request for Quotation).

Purpose and Intended Use of the Production Line

The objective of the contract is to obtain a complete production line enabling the implementation of an innovative, automated manufacturing process, comprising in particular:

- decoiling the material from the coil;
- straightening the material based on real-time measurements of strip flatness;
- joining the strip ends when replacing an empty coil with a new one;
- continuous deburring of the strip edges;
- continuous cleaning of the material surface;
- visual inspection of the material prior to the stamping process;
- automatic feeding of the material into the press;
- performing the stamping process;
- periodic and reactive mechanical-pneumatic cleaning of the tooling;
- visual inspection of finished products, with separation into OK and NOK products;
- automatic stacking of finished products and packaging them into containers.

The production line shall enable the above operations to be carried out as a single integrated technological process, ensuring the required synchronisation between individual machines.

Scope of the Subject Matter of the Contract

The scope of the contract includes, in particular:

1. Development of the concept for the complete production line;
2. Supply of individual machines and modules;
3. Supply of all components necessary for interconnecting the machines;
4. Mechanical, electrical and automation integration of the entire production line;
5. Development and implementation of a central production line control system;
6. Integration of the safety systems of individual machines with the central production line safety system;
7. Installation of all required utilities and connections between the machines;
8. Provision and installation of the required guards, safety fencing and protective devices;
9. Configuration and commissioning of the vision inspection systems;
10. Performance of functional tests of the entire production line;
11. Conducting acceptance tests;
12. Installation and commissioning of the production line at the location designated by the Contracting Authority;
13. Training of the Contracting Authority's personnel;
14. Delivery of complete technical, electrical, automation, safety and operating documentation;
15. Delivery of all documents required for the lawful operation of the machine/production line.
16. Rectification of defects and non-conformities identified during acceptance.

The Contractor shall be responsible for ensuring the completeness of the delivery and the proper functioning of the entire production line as an integrated system.

Integration of the Entire Production Line

All machines forming part of the production line shall be integrated into a single functional production system.

Integration shall include, in particular:

- exchange of signals between machines;
- synchronisation of the operation of individual modules;
- transmission of machine status information;
- transmission of signals indicating operational readiness;
- implementation of process-related interdependencies;
- handling of emergency and fault conditions;
- controlled stopping and starting of the production line;
- exchange of required data between automation systems;
- ensuring proper cooperation between machines supplied by different manufacturers.

The Contractor shall be responsible for carrying out the complete integration, regardless of the manufacturer of individual machines or components.

Central control system

The production line shall be equipped with a central control system enabling the monitoring and supervision of the entire technological process.

The control system shall provide at least the following functions:

- starting and stopping the production line;
- monitoring the status of individual machines;
- supervising the correct sequence of operations;
- visualisation of operating and fault conditions;
- handling alarm messages;
- access to the required process parameters;
- recording and displaying information necessary for the proper operation of the production line;
- communication with individual machines and inspection systems.

Detailed requirements concerning the control system and communication are specified in Annex No. 1 – Tender Form, Section: Description of the Subject Matter of the Contract – Technical Specification.

Safety System

The entire production line shall be equipped with an integrated safety system ensuring the safe operation of the equipment by operators and the safe shutdown of machines in situations requiring the process to be interrupted. The safety system shall cover all machines forming part of the production line and ensure their coordinated operation.

The following functions are specifically required:

- provision of appropriate safety guards and fencing;
- installation of interlocks and protective devices;
- installation of the required emergency stop devices;
- integration of the safety systems of individual machines;
- central handling of the required safety signals;
- ensuring the safe shutdown of the entire production line or the relevant section thereof;
- preventing operation from starting if the required safety conditions are not met.

Completeness of Supply

The subject matter of the contract shall be considered a complete production line, ready for operation following acceptance and obtaining the required approval from the Contracting Authority.
The Contractor shall include all components necessary for the proper operation of the production line, including components that have not been explicitly specified but are necessary for the proper implementation, integration and commissioning of the entire system.

The proper operation of any individual machine or the entire production line must not depend on additional components or work that have not been included in the Contractor's tender, either in terms of supply or execution.

Installation, Assembly and Commissioning

The scope of the contract includes delivery of the equipment to the location designated by the Contracting Authority, as well as its installation, positioning, interconnection and commissioning.

The Contractor shall be responsible for:

- installation of the machines;
- making the connections between the machines;
- configuration of the control systems;
- configuration of the safety systems;
- configuration of the vision inspection systems;
- performance of functional tests;
- rectification of any identified irregularities;
- preparation of the production line for acceptance.

Testing and Acceptance

Prior to handing over the production line for operation, the Contractor shall conduct tests confirming the proper functioning of the entire system.

The acceptance procedure shall include, in particular:

- verification of the completeness of the delivery;
- verification of the correctness of the installation;
- verification of the functionality of individual modules;
- verification of communication between the machines;
- verification of the operation of the safety system;
- verification of the operation of the vision inspection systems;
- verification of the automatic execution of the production process;
- verification of the proper stopping and restarting of the production line;
- verification of compliance with the requirements specified in Annex No. 1 – Tender Form, Section: Description of the Subject Matter of the Contract – Technical Specification.

The Contractor shall carry out acceptance tests in accordance with the test and acceptance programme agreed upon with the Contracting Authority.

Documentation

As part of the contract, the Contractor shall provide complete documentation relating to the supplied production line.

The documentation shall include, in particular:

- technical documentation;
- mechanical documentation;
- electrical diagrams;
- pneumatic and hydraulic documentation, where applicable;
- automation documentation;
- safety system documentation;
- control software documentation;
- operating manuals;
- maintenance and servicing instructions;
- list of spare and consumable parts;
- vision inspection system documentation;
- documentation of the machines forming part of the production line;
- conformity and safety documents required for the supplied system.

The documentation shall reflect the actual configuration of the production line as delivered and commissioned.

Training (min. 24 hours)

The Contractor shall provide training for a minimum of 10 employees of the Contracting Authority, covering the following areas:

- operation of the production line;
- operation of individual machines;
- operation of the control system;
- operation of the vision inspection systems;
- performing changeover procedures;
- basic diagnostics;
- maintenance activities;
- safe operating procedures.

The scope of the training and the number of participants shall be agreed upon with the Contracting Authority.

Warranty (minimum 12 months)

All costs related to servicing, necessary inspections and any other warranty-related expenses shall be included in the tender price.

A DETAILED DESCRIPTION OF THE SUBJECT MATTER OF THE CONTRACT IS PROVIDED IN ANNEX No. 1 – TENDER FORM, SECTION: DESCRIPTION OF THE SUBJECT MATTER OF THE CONTRACT – TECHNICAL SPECIFICATION.

Furthermore, in Appendix No. 2, "Site development plan and layout of the new production hall, indicating the designated installation location of the production line", the Contracting Authority has indicated the location of the production line within the planned hall.

The Contracting Authority requires the tender to include a layout of the proposed production line, showing the arrangement of all its components, together with their overall dimensions, the weight of each individual component, and the total required connected electrical load, expressed in kW.

4. CONTRACT PERFORMANCE DEADLINE

Contract performance period: maximum 14 months from the date of signing the contract.

For the purposes of this contract, the Contracting Authority considers the implementation to be completed on the date of signing the final acceptance protocol without reservations. The protocol shall be signed upon completion of the entire scope of the contract, including, but not limited to, delivery, installation, integration and training.

Planned contract signing date: promptly following the selection of the most advantageous tender, within the deadline specified by the Contracting Authority.

5. PARTICIPATION REQUIREMENTS AND DESCRIPTION OF THE METHOD FOR ASSESSING COMPLIANCE WITH THESE REQUIREMENTS

1. Entities possessing the knowledge, qualifications and skills necessary for the proper performance of the subject matter of the contract are eligible to participate in the procedure:
   1) **Authorisations to conduct a specific business activity or perform specific activities**
      The Tenderer must hold the authorisations required to conduct business activities or perform activities corresponding to the subject matter of the contract.
      Compliance with the participation requirements will be assessed on a pass/fail basis, based on a declaration submitted by the Tenderer confirming the above, included in the Tender Form constituting Annex No. 1 to this Request for Quotation.
   2) **Personnel Capable of Performing the Contract**
      At the contract performance stage, the Tenderer must have at its disposal the personnel capable of performing the contract, i.e. the Tenderer must have one or more individuals who will carry out the contract.
      Compliance with this participation requirement will be assessed on a pass/fail basis, based on a declaration submitted by the Tenderer confirming the above, included in the Tender Form constituting Annex No. 1 to this Request for Quotation.
   3) **Economic and Financial Standing**
      The Tenderer must be in an economic and financial position ensuring the proper performance of the Contract and must not be subject to bankruptcy or liquidation proceedings, nor may any bankruptcy or liquidation proceedings have been initiated against the Tenderer.
      Compliance with this participation requirement will be assessed on a pass/fail basis, based on a declaration submitted by the Tenderer confirming the above, included in the Tender Form constituting Annex No. 1 to this Request for Quotation.
   4) **Knowledge and Experience**
      The Tenderer must possess the knowledge and experience necessary to perform similar contracts. The Contracting Authority shall consider this requirement fulfilled if the Tenderer submits a relevant declaration included in the Tender Form constituting Annex No. 1 to this Request for Quotation, together with a list of at least 2 similar projects completed within the last 5 years, each with a net value of at least PLN 3,000,000.00.

      Similar contracts shall be understood as contracts involving the execution and integration of technological or production lines intended for the industrial processing of materials, in particular metal forming, equipped with automated control systems and interconnected machines and components.

      The list shall be included in the Tender Form constituting Annex No. 1 to this Request for Quotation. The list shall contain the following information: the name of the recipient, the completion date, the contract value and a description of the scope of work performed.
      Additionally, in order to demonstrate that the listed projects have been completed, the Tenderer must provide supporting documents confirming the completion of the work (e.g. references, acceptance protocols or invoices).

5) BID BOND

a) The tender must be secured by a bid bond in the amount of PLN 75,000.00. The bid bond must be provided before the deadline for submission of tenders.

Description of the method for assessing compliance with this requirement:

The bid bond may be provided in one or more of the following forms:

- cash;
- bank guarantees;
- insurance guarantees.

Bid bond in cash:

The bid bond paid in cash shall be transferred to the Contracting Authority's bank account:
Account No.: 94 1140 1078 0000 4930 6900 1001
Bank: mBank (non-interest-bearing account).

Note: The bid bond shall be deemed to have been duly provided if the funds are credited to the Contracting Authority's bank account no later than the tender submission deadline.

Proof of payment must be attached to the tender.

Bid bond in non-cash form:

Bid bond documents (guarantees, sureties) must:

- be issued in favour of the Contracting Authority;
- cover the entire tender validity period;
- be irrevocable, unconditional and payable upon first demand by the Contracting Authority;
- be submitted in electronic form (original) and bear the issuer's qualified electronic signature;
- the original document must be attached to the tender.

b) Tender Validity Period and Bid Bond Validity
The bid bond, regardless of its form, must remain valid throughout the entire tender validity period.

c) Return of the Bid Bond
The Contracting Authority shall promptly return the bid bond:
-To all Tenderers, following the selection of the most advantageous tender or the cancellation of the procedure, except for the Tenderer whose tender has been selected as the most advantageous;
-To the Tenderer whose tender has been selected as the most advantageous, following the conclusion of the Contract.

Upon request by a Tenderer who has withdrawn its tender before the deadline for submission of tenders. Where the bid bond has been provided in cash, it shall be returned to the bank account indicated by the Tenderer. The Contracting Authority shall not be liable for an incorrectly provided bank account number.

d) Exclusion for Failure to Provide the Bid Bond

A Tenderer who fails to provide the bid bond within the prescribed deadline or in the required form shall be excluded from the procedure, and its tender shall be rejected.
A Tenderer who has provided the bid bond in cash in an amount lower than the required amount shall be excluded from the procedure, and its tender shall be rejected. The bid bond shall be returned to the bank account indicated by the Tenderer. The Contracting Authority shall not be liable for an incorrectly provided bank account number.

e) Forfeiture of the Bid Bond

The Contracting Authority shall forfeit the bid bond of the Tenderer whose tender has been selected as the most advantageous if at least one of the following circumstances occurs:

- The Tenderer refuses to sign the Contract under the terms and conditions specified in its tender;
- Conclusion of the Contract becomes impossible for reasons attributable to the Tenderer.

6) Additional Participation Requirements:

- The Contractor shall ensure that all materials remaining after completion of the contract are processed, disposed of and/or stored in an environmentally friendly manner, wherever possible with a view to their reuse. This means that the Contractor is obliged to comply with the Waste Act (consolidated text: Journal of Laws of 2022, item 699, as amended) and the do no significant harm principle. To confirm compliance with this requirement, the Tenderer shall submit a declaration included in the Tender Form constituting Annex No. 1 to this Request for Quotation.
- GDPR: The Tenderer shall declare that it has fulfilled its information obligations under Articles 13 and/or 14 of the GDPR with regard to the natural persons whose personal data it has obtained, directly or indirectly, in connection with participation in the procedure. To confirm compliance with this requirement, the Tenderer shall submit a declaration included in the Tender Form constituting Annex No. 1 to this Request for Quotation.
- The Tenderer shall consent to the collection and processing of its personal data by the Contracting Authority to the extent necessary for the conduct of this tender procedure, in accordance with the personal data protection notice attached to this Request for Quotation. To confirm compliance with this requirement, the Tenderer shall submit a declaration included in the Tender Form constituting Annex No. 1 to this Request for Quotation.
- Furthermore, any Contractor subject to exclusion on the grounds specified in Article 7 of the Act of 13 April 2022 on Specific Solutions to Counteract Support for Aggression against Ukraine and to Protect National Security shall be excluded from the procedure. To confirm compliance with this requirement, the Tenderer shall submit a declaration included in the Tender Form constituting Annex No. 1 to this Request for Quotation.

7) Only entities that jointly meet all the participation requirements and have submitted a complete, duly signed tender together with all required attachments within the prescribed deadline shall be eligible to participate in the procedure.

8) In the event of missing required attachments or signatures, the Contracting Authority may request the Tenderer, on a one-time basis, to provide the missing document, setting a deadline for its submission. If the Tenderer fails to provide the document within the specified deadline, the tender shall be rejected on formal grounds.

9) Tenderers who fail to meet the above requirements shall be rejected on formal grounds, and their tenders shall not be admitted to the substantive (scored) evaluation.

6. TENDER EVALUATION CRITERIA, INFORMATION ON THE POINT OR PERCENTAGE WEIGHTINGS ASSIGNED TO EACH EVALUATION CRITERION, AND DESCRIPTION OF THE SCORING METHOD FOR EACH CRITERION

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

No.	TENDER EVALUATION CRITERION	WEIGHTING	DESCRIPTION OF THE SCORING METHOD FOR EACH EVALUATION CRITERION
1.	Total Net Price	65	Under the "Total Net Price" criterion, the Contracting Authority shall evaluate tenders based on the information provided by the Tenderer in the Tender Form. – The price of the subject matter of the contract shall be expressed in Polish zlotys (PLN), rounded to two decimal places. – If the Tenderer quotes the price in a currency other than PLN, the Contracting Authority shall convert it into PLN using the average exchange rate published by the National Bank of Poland (NBP) on the last day of publication of the Request for Quotation. – The price must take into account all the requirements set out in this Request for Quotation and include all costs associated with the timely and proper performance of the subject matter of the contract, as well as all conditions and guidelines specified by the Contracting Authority relating to the subject matter of the contract. The score for this criterion shall be calculated as follows: $\frac{Lowest\ total\ net\ price\ among\ tenders\ not\ subject\ to\ rejection}{Total\ net\ price\ quoted\ in\ the\ tender\ under\ evaluation} \times 65$ A tender may receive a maximum of 65 points under the "Total Net Price" criterion.
2.	Contract Performance Period (t)	10	Under the "Contract Performance Period" criterion, the Contracting Authority shall evaluate tenders based on the information provided by the Tenderer in the Tender Form. The score for this criterion shall be calculated as follows: t = 14 months – 0 points 12 < t < 14 months – 5 points t ≤ 12 months – 10 points IMPORTANT! The maximum execution period shall be 14 months. A tender may receive a maximum of 10 points under the "Contract Performance Period" criterion.

3.	Warranty Period (in whole months)	10	Under the "Warranty Period" criterion, the Contracting Authority shall evaluate tenders based on the information provided by the Tenderer in the Tender Form. For the purposes of the "Warranty Period" criterion, the Contracting Authority shall understand this to mean the warranty period specified by the Tenderer in the Tender Form constituting an Annex to this Request for Quotation, expressed in whole months and covering the subject matter of this Request for Quotation. The warranty period shall commence on the date of acceptance of the subject matter of the contract and signing of the acceptance protocol. The warranty period shall apply exclusively to the warranty provided by the Tenderer, excluding warranties provided by third parties, e.g. a manufacturer's warranty for the required software. IMPORTANT! The minimum warranty period is 12 months. Offering a warranty period shorter than the required minimum shall result in the tender being deemed non-compliant with the Request for Quotation. The tender shall be rejected on formal grounds and shall not be admitted to the substantive (scored) evaluation. The score for this criterion shall be calculated as follows: From 12 to 18 months – 0 points. From 19 to 23 months – 5 points. 24 months or more – 10 points. NOTE! The minimum warranty period shall be 12 months. A tender may receive a maximum of 10 points under the "Warranty Period" criterion.
4.	Training (SZ)	10	Under the "Training" criterion, the Contracting Authority shall evaluate tenders based on the number of training hours specified by the Tenderer in the Tender Form. The score for this criterion shall be calculated as follows: SZ ≤ 40 h – 0 points 40 h< SZ ≤ 56 h – 5 points SZ > 56 h – 10 points NOTE! The minimum training duration shall be 24 hours. A tender may receive a maximum of 10 points under the "Training" criterion.
5.	Environmental Parameter / Maximum Noise Level(H)	5	Under the "Environmental Parameter / Maximum Noise Level" criterion, the Contracting Authority shall evaluate tenders based on the information provided by the Tenderer in the Tender Form. Maximum noise level (under no-load conditions, measured at a height of 1 m above floor level) The score for this criterion shall be calculated as follows: H≤ 75 dB(A) – 5 points 75 < H ≤ 80 dB(A) – 3 points 80 < H ≤ 85 dB(A) – 0 points NOTE! The maximum permissible noise level shall be 85 dB(A). A tender may receive a maximum of 5 points under the "Environmental Parameter / Maximum Noise Level" criterion.

2. A tender may receive a maximum of 100 points.
3. Scores shall be rounded up to two decimal places.
4. The most economically and qualitatively advantageous tender shall be the tender that meets all participation requirements, is not subject to exclusion and receives the highest total score during the evaluation process.
5. In the event that a Tenderer submits a tender containing an abnormally low price in relation to the subject matter of the contract, the Contracting Authority reserves the right to request the Tenderer to provide relevant explanations and present the method used to calculate the total gross contract price. If the explanations provided do not justify the proposed price, the Contracting Authority reserves the right to reject such tender.
6. The Contracting Authority may request the Tenderer to provide clarifications regarding its tender.
7. The Contracting Authority reserves the right, during the evaluation of tenders, to verify the reliability of documents, data and information submitted by the Tenderers and to ask additional questions in order to obtain further details regarding the tender.
8. The Contracting Authority shall exclude from the procedure any Tenderer whose tender is found, as a result of the verification process, to contain false or inaccurate information.
9. A written Contract shall be concluded with the Tenderer that meets all the criteria and obtains the highest total score. The anticipated date of signing the Contract shall be as soon as possible following the selection of the most advantageous tender.
10. If the Contractor whose tender has been selected refuses to conclude the Contract, the Contracting Authority may select the most advantageous tender from among the remaining tenders without conducting a new evaluation.
11. The Contracting Authority does not provide for any appeal measures available to participants in the procedure against decisions made by the Contracting Authority as part of the contract award procedure.
12. **The suggested minimum tender validity period is 60 days.**

7. INFORMATION ON THE PROHIBITION OF CONFLICTS OF INTEREST

1. Entities having personal or capital links with the Contracting Authority shall be excluded from participation in the procedure, subject to the exceptions provided for in the Guidelines on the Eligibility of Expenditure for the 2021–2027 programming period. Activities related to the preparation and conduct of the contract award procedure shall be carried out by persons ensuring impartiality and objectivity. Such persons shall submit declarations confirming the absence of personal or capital links with Tenderers that could affect the impartiality of the procedure, including links consisting of:
   a) participating in a company as a partner in a civil law partnership or partnership, holding at least 10% of shares or stock (unless a lower threshold results from applicable legal provisions), or acting as a member of a supervisory or management body, commercial proxy or attorney-in-fact;
   b) being married to, related to or connected by affinity in the direct line, related to or connected by affinity in the collateral line up to the second degree, or being connected through 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 contract;
   c) maintaining such a legal or factual relationship with the Contractor that gives rise to justified doubts as to their impartiality or independence in connection with the contract award procedure.
2. The Tenderer shall confirm the absence of such personal or capital links using the declaration included in the Tender Form constituting Annex No. 1 to this Request for Quotation.

8. CONDITIONS FOR MATERIAL AMENDMENTS TO THE CONTRACT CONCLUDED AS A RESULT OF THE CONTRACT AWARD PROCEDURE

1. The Contracting Authority reserves the right to amend the terms and conditions of the Contract concluded with the Contractor as a result of the procedure, if at least one of the circumstances listed below occurs, subject to the conditions for introducing such amendments:
   a) the signing of an annex to the Investment Co-Financing Agreement, amending the terms and deadlines for its implementation;
   b) if this proves necessary due to changes in generally applicable laws introduced after the conclusion of the Contract, to the extent necessary to bring the Contract into compliance with the amended legal

provisions;

c) amendment of the deadline for performance of the subject matter of the contract in the following circumstances:
   - changes to the project implementation schedule – extension of the Contract performance deadlines accordingly to reflect the extended project implementation period;
   - force majeure events affecting the performance of the contract;
   - delays attributable to the Contracting Authority, by a period corresponding to the duration of such delays;
   - changes in applicable laws affecting the deadline or manner of performance of the subject matter of the contract, which enter into force after the date of conclusion of the Contract;
   - other unforeseeable circumstances affecting the deadline for performance of the contract, which were unknown to the Parties at the time of conclusion of the Contract.

d) amendment of the method of settling accounts under the Contract or making payments to the Contractor, resulting from amendments to the project co-financing agreement concluded by the Contracting Authority or changes to the guidelines governing project implementation;

e) where the amendment is beneficial to the Contracting Authority;

f) where the amendment results from technological progress and innovation introduced by the Contracting Authority, while also enabling more rational and cost-effective expenditure under the Project;

g) changes to the structure and organisation of the Contracting Authority affecting the Contractor's deadline for performance of the Contract;

h) the occurrence of objective obstacles preventing the performance of the contract, for which neither the Contractor nor the Contracting Authority is responsible;

i) amendments to the project implementation schedule, in particular where it becomes necessary to extend or reschedule the deadlines for individual tasks and stages due to objective factors beyond the control of the Contracting Authority and the Contractor, which prevent the contract from being performed within the originally specified deadlines and affect the quality of performance of the subject matter of the Contract.

   - where another legal or economic circumstance, unforeseeable at the time of conclusion of the Contract, arises, or a force majeure event occurs, for which neither Party is responsible, resulting in the inability to duly perform the Contract.

2. Any amendment to the Contract concluded as a result of this Request for Quotation may be made by means of a written annex, failing which such amendment shall be null and void.
3. The above circumstances shall not affect the price quoted for the subject matter of the contract.
4. The occurrence of any of the above circumstances shall not constitute an unconditional obligation on the part of the Contracting Authority to make such amendments, nor shall it entitle the Contractor to claim that such amendments be made.
5. Failure to meet the performance deadline for reasons other than those listed above shall result in the imposition of contractual penalties.
6. Any non-material amendments shall be permissible, understood as amendments which, had they been known at the contract award procedure stage, would not have affected the range of entities applying for the contract or the outcome of the procedure.
7. The Contracting Authority reserves the right to award the Contractor additional contracts not covered by the original subject matter of the contract, provided that they have become necessary for the proper performance of the contract and that all of the following conditions are met:
   - a change of Contractor cannot be made for economic or technical reasons, in particular those relating to the interchangeability or interoperability of equipment, services or installations procured under the original contract;
   - a change of Contractor would cause significant inconvenience to the Contracting Authority or result in a substantial increase in costs for the Contracting Authority;
   - the value of each subsequent amendment does not exceed 50% (fifty per cent) of the original contract value specified in the Contract.

9. INFORMATION ON THE POSSIBILITY OF SUBMITTING PARTIAL TENDERS

Partial tenders are not permitted under this contract. The production line constitutes a single functional unit, and dividing the contract would not be justified, particularly for economic and organisational reasons.

10. INFORMATION ON VARIANT TENDERS

Variant tenders are not permitted under this contract.

11. INFORMATION ON SUBCONTRACTORS

1. The Contracting Authority permits the involvement of subcontractors in the performance of the contract.
2. In its tender, the Contractor shall be required to specify the parts of the contract it intends to subcontract and provide the names of the subcontractors, if already known.
3. The Contractor shall submit to the Contracting Authority a certified true copy of the executed subcontracting agreement concerning construction works, as well as any amendments thereto, within the statutory deadline of 7 days from the date of conclusion of the agreement.
4. The Contractor shall bear full responsibility for the acts and omissions of its subcontractors as if they were its own.
5. Where part of the contract is performed by subcontractors, submission of declarations by the subcontractors confirming receipt of the remuneration due to them, or documents confirming payment for the work performed by them, shall be a condition for making the final payment to the Contractor.

12. FORMAL REQUIREMENTS AND INSTRUCTIONS FOR PREPARING THE TENDER

1. The tender submitted by the Tenderer must be prepared using the form constituting Annex No. 1 to this Request for Quotation, entitled “Tender Form” (in either the Polish or English version). Tenders not prepared using the prescribed Tender Form shall be rejected.
2. Only tenders that fully comply with the requirements set out in this Request for Quotation shall be considered for evaluation. The Contracting Authority reserves the right to reject a tender if it is incomplete, has not been submitted using the form constituting Annex No. 1 to this Request for Quotation, entitled “Tender Form”, if any required declarations or attachments have not been submitted, or if the tender does not comply with this Request for Quotation.
3. Tenders submitted after the deadline shall not be considered.
4. Tenders should be prepared in Polish. Documents prepared in a foreign language should be submitted together with a translation into Polish, except for documentation whose content the Contracting Authority can unquestionably translate using its own resources.
5. A tender submitted using the English-language Tender Form attached to this Request for Quotation does not require translation.
6. The tender and its attachments must be signed by an authorised representative of the Tenderer, in accordance with the rules of representation specified in the Tenderer's registration or business register documents. The Contracting Authority accepts electronic signatures.
7. **The completed Tender Form, prepared in accordance with the template constituting Annex No. 1 to this Request for Quotation, must be accompanied by the attachments required under this Request for Quotation:**
   - **a power of attorney authorising the representative to act on behalf of the Tenderer, unless the right to represent the Tenderer in the above scope is expressly evidenced by the Tenderer's registration documents**
   - **a layout of the proposed production line, showing the arrangement of all its components, together with their overall dimensions, the weight of each individual component, and the total required connected electrical load, expressed in kW;**
   - **documents confirming the experience gained;**
   - **proof of payment of the bid bond;**
8. Each Tenderer may submit only one tender. Before the tender submission deadline, the Tenderer shall have the right to amend or withdraw its tender by submitting a written notification in the manner specified for the submission of tenders.
9. The Tenderer shall bear all costs associated with the preparation and submission of its tender.

10. The information contained in this document constitutes confidential information belonging to the Contracting Authority and has been provided solely for the purpose of obtaining responses to this Request for Quotation. This document and all copies thereof remain the property of the Contracting Authority.
11. The Contracting Authority and the Tenderer undertake to keep confidential all confidential information obtained during the tender procedure and throughout the delivery process. Such information shall not be disclosed to any third party.
12. The Tenderer is prohibited from reproducing, in whole or in part, the solution constituting the subject matter of this tender procedure, including its scope and concept, without the prior written consent of the Contracting Authority.
13. Any amendments to this Request for Quotation, additional information or corrections shall be made in writing.
14. In the event of any amendments, the Contracting Authority shall publish them on the Competitiveness Database. Each amendment shall become binding upon notification of its introduction. For the purposes of this provision, the Contracting Authority shall also consider a written communication to include a question submitted to the email address designated for correspondence regarding this Request for Quotation or via the Competitiveness Database.
15. The Contracting Authority reserves the right to close the procedure at any stage without selecting any of the submitted tenders if a material change in circumstances occurs, as a result of which continuing the procedure or performing the contract is no longer in the public interest or in the interest of the Contracting Authority, and such change could not have been foreseen earlier. Such circumstances may include, in particular, a significant exceedance of the budget allocated by the Contracting Authority for the performance of the contract or the identification of errors or inaccuracies in the specification resulting in an irremediable defect that has or may have a material impact on the outcome of the procedure. The Tenderer shall not be entitled to assert any claims arising from the closure of the tender procedure.

Attachments:
Annex No. 1 to the Request for Quotation: Tender Form.
Annex No. 2 to the Request for Quotation: Site development plan and layout of the new production hall, indicating the designated installation location of the production line.

PERSONAL DATA PROTECTION NOTICE

1. The Tenderer consents to the collection and processing of its personal data by the Contracting Authority to the extent necessary for the purposes of this tender procedure, in accordance with 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 (hereinafter referred to as the “GDPR” or the “General Data Protection Regulation”). The entrusted personal data shall be processed in compliance with the provisions of the GDPR and the relevant national data protection legislation enacted in connection therewith.
2. The Contracting Authority declares that it is the data controller of the data referred to in this Request for Quotation.
3. The Contracting Authority shall process personal data solely to the extent and for the purposes related to the contract award procedure described in this Request for Quotation, conducted in accordance with the principle of competitiveness, as well as for the purpose of taking steps towards the conclusion of the Contract and for the purpose of performing the Contract.
4. The Tenderer's data shall be disclosed to persons or entities to whom the procedure documentation is made available pursuant to the “Guidelines on the Eligibility of Expenditure for the 2021–2027 Programming Period”, as well as to institutions authorised under applicable law. Recipients of the data may include, in particular, Intermediate Bodies, Managing Authorities and other national and EU institutions, as well as entities engaged by such institutions in connection with the audit, settlement and inspection of the EU-funded project, the Tax Office, banks, law firms, Poczta Polska (the Polish Postal Service) and courier companies. Furthermore, the data may be transferred or made available to providers and subcontractors of services, such as IT service providers, accounting

firms and advisory and consulting companies. Such entities shall process personal data solely on the basis of a relevant agreement and in accordance with the instructions provided to them.

5. Personal data shall not be processed for the purpose of automated decision-making and shall not be transferred to third countries.
6. The Tenderer shall have the right to access its personal data, rectify (correct) such data, request their erasure, restrict their processing or object to their processing.

Explanation: *The exercise of the right to rectification shall not result in a change to the outcome of the contract award procedure or amendments to the provisions of the Contract in a manner inconsistent with the "Guidelines on the Eligibility of Expenditure for the 2021–2027 Programming Period", nor shall it infringe the integrity of the procedure report or its attachments. The right to restriction of processing shall not apply to storage where such storage is necessary to ensure the exercise of legal remedies, to protect the rights of another natural or legal person, or for reasons of important public interest of the European Union or a Member State.*

7. Personal data shall be processed for the duration of the performance of the obligations, throughout the applicable limitation period for claims as provided for by law, and for the period during which project documentation must be retained in accordance with the provisions of the project co-financing agreement.
8. Providing personal data is voluntary; however, failure to provide such data shall prevent participation in the procedure.