

**Applies to the realization of the project**  
**within** the Activity 1.1 R&D projects of enterprises Sub-activity 1.1.1 Industrial and development research

Project title: "Development of technology for coating paper with modified anti-adhesive and hydrophobic compositions with low tolerance of coating basis weight distribution and their selective application."

## ***LETTER OF INQUIRY***

**for the purchase of the research materials – base papers for refinement and siliconization: Kraft and Glassine, for Polcoat Spółka z ograniczoną odpowiedzialnością Spółka komandytowa**, under the project "Development of technology for coating paper with modified anti-adhesive and hydrophobic compositions with low tolerance of coating basis weight distribution and their selective application" within the Activity 1.1 R&D projects of enterprises Sub-activity 1.1.1 Industrial and development research executed by enterprises of Smart Growth Operational Programme 2014 – 2020 co-financed by European Regional Development Fund.

**Bydgoszcz, 09.08.2021**

## I. ORDERING PARTY

**Polcoat Spółka z ograniczoną odpowiedzialnością Spółka komandytowa**  
ul. Przemysłowa 22 bud. C, 85-758 Bydgoszcz

Contact person:

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## II. GENERAL PROVISIONS

1. This contract award procedure is conducted in a **form of an Inquiry**, in accordance with the principle of competitiveness, set out in the Guidelines of the Minister of Development on the eligibility of expenditure under the European Regional Development Fund, the European Social Fund, and the Cohesion Fund for 2014-2020, hereinafter referred to as the "Guidelines of the Minister of Development".
2. The procedure is conducted in **Polish** and **English**.
3. The Ordering Party **provides for** the possibility of submitting partial offers.
4. The Ordering Party does not provide for the **reimbursement of the costs** of participation in the procedure.
5. The Ordering Party shall provide explanations to the Contractors' inquiries regarding the content of the inquiry, if the request for explanations is received by the Ordering Party no later than by the end of the day on which half of the designated deadline for submission of tenders expires. If the Contractor's request for clarification of the content of the request for quotation is received by the Ordering Party after the deadline for submitting explanations, or concerns already provided explanations, the Ordering Party may provide explanations or leave the request without consideration.
6. The Ordering Party reserves the right to cancel the procedure at any stage in the event that, due to circumstances which were not foreseen or could not have been foreseen, the awarding of the contract is not in the Ordering Party's best interest or has become pointless for other reasons.
7. In the event of the **cancellation of the procedure**, the Contractors shall not be entitled to any claims for damages against the Ordering Party.

## III. DESCRIPTION OF THE SUBJECT OF THE VALUATION

1. **The subject of the valuation is the purchase of the research materials – base papers for refinement and siliconization: Kraft and Glassine, for Polcoat Spółka z ograniczoną odpowiedzialnością Spółka komandytowa**, under the project "Development of technology for coating paper with modified anti-adhesive and hydrophobic compositions with low tolerance of coating basis weight distribution and their selective application" within the Activity 1.1 R&D projects of enterprises Sub-activity 1.1.1 Industrial and development research executed by enterprises of Smart Growth Operational Programme 2014 – 2020 co-financed by European Regional Development Fund.
2. Detailed description of the subject of the valuation:  
The subject of the valuation is the purchase of the **research materials – base papers for refinement and siliconization: Kraft and Glassine**. The research works involve coating the materials with newly developed compositions in order to verify their properties, and with compositions available on the market.

**Material specification:****A. PART I – Kraft paper – 2 000 kg:**

- Machine glazed
- Thickness: 50 (+/- 4) [μm]
- Color: white
- Web width: 1420mm
- Max outside diameter: 1250mm
- Inner core diameter: 76 / 152mm

**B. PART II – Glassine paper – 12 000 kg:**

- Grammage: 58-60 [g/m<sup>2</sup>]
- Thickness: 50 (+/- 4) [μm]
- Color: yellow
- Web width: 1420mm
- Max outside diameter: 1250mm
- Inner core diameter: 76 / 152mm

The place of delivery is the premises of the Purchaser's company.

3. The Subject of the Agreement will be new, not used, complete, free from any physical and legal defects, free of third-party encumbrances and will not be a subject of security.
  4. The trademarks, marks of origin, or patterns that may appear in the Letter of inquiry are exemplary and their indication is to define the expected standard, wherein the Ordering Party allows the possibility of applying **equivalent solutions**.
  5. In the event of describing the Subject of the valuation by means of standards, approvals or technical specifications, the Ordering Party allows the application of **equivalent solutions**.
  6. The equivalent solutions should be understood as the ones described by the same or better technical, quality and functional parameters, meeting the minimum parameters specified by the Ordering Party, but marked with a different trademark, patent, origin mark, standard, approval, etc. The Supplier who refers to the equivalent solutions described by the Ordering Party, is obliged to prove that the offered solutions meet the requirements specified in the Letter of inquiry.
  7. Along with the Subject of the contract, the Contractor will provide the Ordering Party with the following documents:
    - a. Technical Data Sheet (TDS) – confirming the required paper parameters.
- 
3. CPV Codes:
    - **22993400-1** – Paper or cardboard
    - **37823900-2** – Sulfate paper

#### IV. DATE OF COMPLETION OF THE CONTRACT

1. The Supplier undertakes to deliver the Subject of the Agreement to the premises of the Ordering Party **within 8 weeks from the date of signing the contract.**
2. The date of completion of the works resulting from the Subject of the Agreement is the date of implementation of the Subject by the Supplier, confirmed by the acceptance protocol signed by the Purchaser without reservations.

#### V. OFFER PREPARATION DESCRIPTION

1. The proposed price should be presented in the **Offer Form (Attachment no. 1).**
2. The value of the offer must be presented as **net price per 1 kilogram of each part.**
3. The value of the offer should be expressed in monetary units to two decimal places.
4. The price of the Subject of the contract is the tender evaluation criterion, in accordance with the conditions specified in Chapter VII of this Inquiry. **The price per 1 kilogram of each part of the Subject of the contract will be assessed.**
5. The values indicated in the offer will be valid for the entire period of the offer validity and will be binding for the order.
6. If any amounts are given in foreign currencies, the Ordering Party will convert these amounts into PLN according to the average exchange rate of the National Bank of Poland of **17.08.2021.**
7. When quoting prices, all obligations related to the correct and timely implementation of the Subject of the Order should be taken into account, including **costs related to delivery and transport** of the Subject of the Order at the registered office of the Ordering Party.

#### VI. PLACE AND DEADLINE FOR SUBMITTING OFFERS

1. The offer must be submitted until **17.08.2021 by 2 p.m.** at the Ordering Party's headquarters or by 11:59 p.m. via email to: [przetargi@polcoat.pl](mailto:przetargi@polcoat.pl) or on Competitiveness Base.
2. The offers submitted after the deadline will not be considered.
3. The offer must be valid at least until **30.09.2021.** If the offer validity period is not specified or a shorter period is specified, the Ordering Party shall call the Contractor to supplement or extend the offer validity period. If the Contractor does not perform the indicated activities within the prescribed period, the Contractor's offer will be rejected as inconsistent with the content of the letter of inquiry.
4. The Ordering Party allows the possibility of extending the period of binding with the offer after prior consent of the Contractor.
5. Before the offer submission deadline, the Contractor may **amend** or **withdraw** the submitted offer. Amendments to the offer or its withdrawal should be delivered to the Ordering Party in writing under pain of nullity before the deadline for submitting offers. Any amendment or withdrawal of the offer should contain the additional indication "**OFFER CHANGE**" or "**OFFER WITHDRAWAL**".
6. In the course of examination and evaluation of the offers, the Ordering Party may demand explanations from the Contractors regarding the content of the submitted offers within a specified period. If the explanations are not submitted within the specified period, **the offer will be rejected.**
7. If the necessary statements or documents are not submitted, the Contractor will be requested to supplement them within a specified period. If the above-mentioned documents or statements are not supplemented within the prescribed period, **the offer will be rejected.**
8. The offer is submitted under pain of nullity, in writing or in electronic form - understood as a scan of the signed offer sent by e-mail.
9. The offer with attachments must be signed by persons authorized to represent the Contractor in accordance with the representation resulting from the relevant register (records) or on the basis of the power of attorney granted.

10. The offer should contain the filled **offer form**, in accordance with the letter of inquiry, and its attachments, as well as documents confirming the authorization to represent and act on behalf of the Contractor.
11. The Ordering Party reserves the right to change the content of this Letter of inquiry.
12. Changes to the content of the letter of inquiry and the explanations provided by the Ordering Party to the Contractors' inquiries become an integral part of the letter of inquiry and are binding on the Contractors.

## VII. OFFER EVALUATION CRITERIA AND INFORMATION ON SCORES ASSIGNED TO INDIVIDUAL OFFER EVALUATION CRITERIA AND DESCRIPTION OF THE METHOD OF AWARDING SCORES FOR FULFILLING THE GIVEN OFFER EVALUATION CRITERION

1. Zamawiający dokona oceny ważnych ofert na podstawie poniższych kryteriów oceny ofert:

CRITERION	SCORE (POINTS)
NET PRICE PER 1 KILOGRAM OF EACH PART OF THE SUBJECT OF THE ORDER	100

### NET PRICE PER 1 KILOGRAM OF THE SUBJECT OF THE ORDER (EACH PART) – PC

The price scoring will be calculated according to the formula:

$$Pc = (Cn \times 100) / Cb$$

where,

Pc – points obtained for the criterion “net price of the subject of the contract”

Cn – lowest net price of the Subject of the Order among the submitted offers

Cb – net price of the Subject of the Order examined

The offer for the criterion “**Net price of each part of the Subject of the Order**” may obtain a maximum of **100 points**.

2. Calculations will be made by the Ordering Party with an accuracy of two decimal places.
3. **THE OFFER WITH THE HIGHEST SCORE WILL BE RECOGNIZED AS THE BEST.**

## VIII. CONDITIONS FOR PARTICIPATION IN THE PROCEDURE AND THE METHOD OF EVALUATING THEIR FULFILLMENT

The contracting authority does not lay down any conditions for participation in the procedure.

Only Contractors who declare no grounds for exclusion from the procedure may apply for the award of the contract, in accordance with Attachment no. 2 to this Letter of Inquiry.

## IX. DOCUMENTS AND DECLARATIONS TO BE ATTACHED WITH THE OFFER

The contracting authority requires the following **documents** to be provided with the offer:

- a. declaration of the absence of grounds for exclusion from the procedure (Attachment no. 2)
- b. the information clause with the Contractor's Statement regarding the fulfillment of the information obligations provided for in Article 13 or Article 14 RODO (Attachment no. 3) - **if applies.**
- c. document confirming the authorization to represent and act on behalf of the Contractor – **if applies.**

#### **X. INFORMATION ABOUT THE FORMALITIES THAT SHOULD BE COMPLETED AFTER SELECTING THE BEST OFFER FOR THE IMPLEMENTATION OF THE SUBJECT OF THE CONTRACT**

1. Information on the results of the procedure will be published by the Ordering Party on the website: <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/>.
2. The contractor will be informed by phone or via e-mail about the date and place of signing the contract.
3. If the Contractor whose offer has been selected withdraws from the contract, the Ordering Party will conclude a contract with the next contractor who received the next highest number of points in the contract award procedure.

#### **XI. GENERAL CONDITIONS OF THE CONTRACT FULFILLMENT**

General conditions of the contract are presented in detail in the **Attachment no. 4** attached to the inquiry. The scope will be included in the contract with the Contractor.

#### **XII. INFORMATION ON THE SCOPE OF EXCLUSION OF THE CONTRACTOR**

Entities related personally or by capital with the Ordering Party are excluded from the procedure. Capital or personal ties are understood as mutual connections between the Ordering Party or persons authorized to incur liabilities on behalf of the Ordering Party or persons performing for the Ordering Party activities related to the preparation and selection of the Contractor selection procedure and the Contractor, in particular:

- 1) participating in the company as a partner in a civil partnership or partnership.
- 2) having at least 10% of the share or stock.
- 3) perform the function of a member of the supervisory or management body or a proxy.
- 4) being married, in relationship of kinship or affinity in a straight line, kinship of the second degree or affinity of the second degree in the lateral line or in relation to adoption, care, or guardianship.

#### **XIII. SIGNIFICANT CHANGES TO THE TERMS OF THE CONTRACT**

1. The Ordering Party provides for the possibility of changing the provisions of the concluded contract in relation to the content of the offer on the basis of which the Contractor was selected, in the event of at least one of the circumstances listed below, taking into account the given conditions for their implementation, i.e.:
  - a. the changes relate to the implementation of additional deliveries from the current Supplier not covered by the basic order, if they have become necessary and the following conditions have been met:
    - the change of the Contractor cannot be made for economic or technical reasons, in particular regarding the interchangeability or interoperability of the equipment, services or installations ordered under the basic order,
    - the change of the Contractor would cause a significant inconvenience or a significant increase in costs for the Ordering Party,
    - the value of each subsequent change does not exceed 50% of the value initially specified in the Agreement,
  - b. the change does not lead to the change of the substance of the contract and the following conditions are cumulatively met:
    - the need to amend the contract is caused by circumstances which the Ordering Party, acting with due diligence, could not foresee,

- the value of the change does not exceed 50% of the value initially specified in the contract,
  - c. the Contractor to whom the Ordering Party has awarded the order is to be replaced by a new Contractor:
    - as a result of a merger, division, transformation, bankruptcy, restructuring or acquisition of the current Supplier or its enterprise, provided that the new Supplier meets the conditions for participation in the procedure, there are no grounds for its exclusion and it does not entail any other significant changes to the contract,
    - as a result of the Ordering Party taking over the Contractor's obligations towards its subcontractors - in the event of a change of the subcontractor, the Ordering Party may conclude a contract with a new subcontractor without changing the terms of the contract, taking into account the payments made for the work already completed,
  - d. the change does not affect the substance of the contract and the total value of the changes is lower than the amounts specified in the regulations issued under Art. 3 of public procurement law, and at the same time is less than 10% of the contract value originally specified in the contract,
  - e. the change in the method of settling the contract, making payments or **the need to change the date of implementation for each of the Parties**, upon their motivated request,
  - f. force majeure,
  - g. the change results from circumstances caused by the COVID-19 epidemic.
2. In addition, the Ordering Party allows for significant changes to the provisions of the contract in the following cases and scope:
- a. the manner of performing the subject of the contract as a result of circumstances that the Ordering Party and the Contractor were not able to foresee, despite exercising due diligence,
  - b. changes in generally applicable legal provisions in the scope affecting the performance of the contract,
  - c. changes to the rules of payment of the Contractor's remuneration, when the need to introduce changes will result from the provisions of other contracts related to the contract regarding this procedure and the need to introduce changes results from circumstances that could not be foreseen at the time of concluding the contract
  - d. other changes due to circumstances that the Parties could not foresee at the time of concluding the contract,
  - e. changes in the period of implementation of the subject of the contract, changes in the scope of the subject of the contract as part of the entire project resulting from the needs of the Ordering Party in the event of approval by the Institution being a party to the Contract for co-financing the project of changes to the Grant application.
3. All the amendments to the contract not provided in writing are null and void.

#### XIV. INFORMATION CLAUSE

In accordance with Article 13, paragraph 1 and 2 of Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 in the matter of protection individuals with regarding to the processing of personal data and on the free flow of such data and repealing Directive 95/46 /WE (general regulation on data protection – RODO), we inform that:

1. the administrator of Your personal data is Polcoat **Spółka z ograniczoną odpowiedzialnością Spółka komandytowa** with its registered office in Bydgoszcz (85-758 Bydgoszcz), entered in the



register of entrepreneurs of the National Court Register under the number KRS 0000681101, VAT no. 5552115258, REGON 367446740

2. Your personal data will be processed based on art. 6 par. 1 let. f RODO in order to conduct the procurement procedure, in accordance with the principle of competitiveness in the project titled *"Development of technology for coating paper with modified anti-adhesive and hydrophobic compositions with low tolerance of coating basis weight distribution and their selective application."* within the Activity 1.1 R&D projects of enterprises Sub-activity 1.1.1 Industrial and development research executed by enterprises of Smart Growth Operational Programme 2014 – 2020 co-financed by European Regional Development Fund.
3. The recipients of your personal data will be persons or entities to whom the documentation of the procedure will be made available on the basis of an agreement concluded with the National Center for Research and Development for financing the project titled *"Development of technology for coating paper with modified anti-adhesive and hydrophobic compositions with low tolerance of coating basis weight distribution and their selective application."*
4. Your personal data will be stored in accordance with the concluded grant agreement for a period of 10 years, in accordance with the rules of archiving documents covered by the grant agreement.
5. The obligation to provide your personal data directly concerning you is a requirement specified in the guidelines on the eligibility of expenditure under the SGOP (Smart Growth Operational Programme) for 2014-2020, necessary to participate in the procurement procedure;
6. With regard to your personal data, decisions will not be made in an automated manner, in accordance with art. 22 RODO;
7. Your personal data will not be transferred outside of Poland, the EU and the European Economic Area.
8. You have the right to:
  - a) based on Article 15 RODO, access your personal data,
  - b) based on Article 16 RODO, rectify your personal data,
  - c) based on Article 18 RODO, request the administrator to limit the processing of personal data, subject to the cases referred to in Article 18 sec. 2 RODO;
9. You are not entitled to:
  - a) in connection with Article 17 sec. 3 b, d or e RODO, the right to delete personal data;
  - b) the right to transfer personal data referred to in Article 20 RODO;
  - c) based on Article 21 RODO, the right to object to the processing of personal data, as the legal basis for the processing of your personal data is Article 6 sec. 1 f RODO.

## XV. ATTACHMENTS

1. **Attachment no. 1** – Offer Form
2. **Attachment no. 2** – Declaration of the absence of grounds for exclusion from the procedure.
3. **Attachment no. 3** – Contractor's Statement regarding the fulfillment of the information obligations provided for in Article 13 or Article 14 RODO – **if applies.**
4. **Attachment no. 4** – Key contract terms



Attachment no. 1 to the Letter of inquiry

OFFER FORM

.....  
Place and date

.....  
.....  
.....  
Name, address, telephone number and e-mail address of the Supplier

**Polcoat Spółka z ograniczoną odpowiedzialnością**  
**Spółka komandytowa**  
ul. Przemysłowa 22 bud. C  
85-758 Bydgoszcz

In reference to the letter of inquiry for **the purchase of the research materials – base papers for refinement and siliconization: Kraft and Glassine, for Polcoat Spółka z ograniczoną odpowiedzialnością Spółka komandytowa**, under the project “Development of technology for coating paper with modified anti-adhesive and hydrophobic compositions with low tolerance of coating basis weight distribution and their selective application” within the Activity 1.1 R&D projects of enterprises Sub-activity 1.1.1 Industrial and development research executed by enterprises of Smart Growth Operational Programme 2014 – 2020 co-financed by European Regional Development Fund – we offer the following:

Subject of the order	Net price per 1 kg of each part of the Subject of the Order	Currency
<b>PART I – Kraft paper (2 000 kg)</b>		
<b>PART II – Glassine paper (12 000 kg)</b>		

1. We declare that we have read the quotation request with its attachments and we do not raise any objections.
2. We declare that we have obtained all the necessary information to prepare this offer.
3. We declare that the above price includes the fulfillment of all obligations of the Contractor as described in the Letter of inquiry and its annexes.
4. We declare that the offer is valid **until** .....
5. We declare that the documents confirming the authorization for representation may be obtained by the Ordering Party using free and public Internet databases at:
  - ☐ \* [https://ems.ms.gov.pl/krs/wyszukiwaniepodmiotu\\*\\*](https://ems.ms.gov.pl/krs/wyszukiwaniepodmiotu**)  
(applies to the entities registered in the National Court Register [KRS]),
  - ☐ \* [https://prod.ceidg.gov.pl/ceidg/ceidg.public.ui/Search.aspx\\*\\*](https://prod.ceidg.gov.pl/ceidg/ceidg.public.ui/Search.aspx**)  
(applies to the entities registered in the Central Register and Information on Economic Activity [CEIDG])
  - ☐ \* .....\*\* (enter the appropriate internet address in case of databases other than those indicated above)

*\* please choose and mark the option appropriate for a given type of Contractor.*

**\*\* in the case of representation on the basis of a power of attorney, it must be attached to the offer**

6. **The appendices** to this Offer, constituting an integral part thereof, are:

- 1) **Declaration** of the absence of grounds for exclusion from the procedure.
- 2) .....

.....  
(stamp and signature of the authorized representative)

**DECLARATION OF THE ABSENCE OF GROUNDS FOR EXCLUSION FROM THE PROCEDURE**

In reference to the letter of inquiry for **the purchase of the research materials – base papers for refinement and siliconization: Kraft and Glassine, for Polcoat Spółka z ograniczoną odpowiedzialnością Spółka komandytowa**, under the project “Development of technology for coating paper with modified anti-adhesive and hydrophobic compositions with low tolerance of coating basis weight distribution and their selective application” within the Activity 1.1 R&D projects of enterprises Sub-activity 1.1.1 Industrial and development research executed by enterprises of Smart Growth Operational Programme 2014 – 2020 co-financed by European Regional Development Fund – I (we) declare that **there are no ground for excluding me (us) from the procurement procedure** due to personal or capital ties with the Ordering Party, i.e. mutual connections between the Ordering Party or persons authorized to incur liabilities on behalf of the Ordering Party or persons performing on behalf of the Ordering Party activities related to the selection of the Contractor, and the Contractor, in particular:

- 1) participating in the company as a partner in a civil partnership or partnership.
- 2) having at least 10% of the share or stock.
- 3) perform the function of a member of the supervisory or management body or a proxy.
- 4) being married, in relationship of kinship or affinity in a straight line, kinship of the second degree or affinity of the second degree in the lateral line or in relation to adoption, care, or guardianship.

.....

*(place and date)*

.....

*(signature of the authorized representative)*

### Attachment no. 3 to the Letter of inquiry

*Contractor's Statement regarding the fulfillment of the information obligations provided for in Article 13 or Article 14 RODO*

I declare that I have fulfilled the information obligations provided for in Art. 13 or article. 14 of RODO towards natural persons from whom I have obtained personal data directly or indirectly in order to apply for a contract in this procedure.

place and date	Name, surname and signature of the Contractor or the Contractor's authorized representative

## KEY CONTRACT TERMS

### 1. Payment:

The Ordering Party provides for the possibility of payment in the form of an advance and final payment, as well as payment in the amount of 100% of the value of the subject of the contract after final acceptance.

### 2. Acceptance:

The Ordering Party provides for partial and final acceptance. The basis for payment of the remuneration will be a partial or final acceptance protocol signed by both parties without any reservations.

### 3. Liquidated Damages:

- a) If the delay is attributable to the sole fault of the Supplier, the Purchaser will be compensated:
  - 0.5% of the total price per each full week exceeding the date indicated in the delivery schedule,
  - 0.1% of the total price per each day exceeding the date indicated by the Ordering Party for the removal of the defects under the warranty.
- b) The maximum liquidated damages for non-performance are limited to 5% of the total price.

### 4. Termination of the contract

- 1) The Ordering Party may terminate the contract in whole or in part in the following cases:
  - a. when the Contractor is delayed with the performance of the Subject of the contract within the time limit specified in the contract, after prior request for the correct performance of the contract,
  - b. when the Subject of the contract is defective or inconsistent with the conditions specified in the inquiry, offer or the contract, and the Contractor will not remove the fault within the additional period specified by the Ordering Party.
- 2) Detailed terms of settlement in the event of termination of the contract will be set out in the contract between the Ordering Party and the Contractor

### 5. Delivery time schedule

The delivery schedule, taking into account the dates and scope of the collected items, will be specified in detail in the contract with the Contractor.