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Plastsystem Rzeszów Sp. z o.o.
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36-060 Głogów Małopolski
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Case symbol: PLASTSYSTEM/1.3.1/2021/03

Głogów Małopolski, date 8 November 2021

**INQUIRY and SPECIFICATIONS
OF THE CONDITIONS OF FULFILLMENT OF THE ORDER
(hereinafter abbreviated as IS)**

I invite to submit an offer for the delivery, installation and commissioning of IML robots - 3 items, for Plastsystem Rzeszów Sp. z o.o., with the premise at ul. Innovative 7, 36-060 Głogów Małopolski.

The contract award procedure is conducted in the form of **an inquiry for quotation with a contract value that exceeds the PLN equivalent of EUR 214,000 net, i.e. without value added tax (VAT).**

Approved on:
8.11.2021

Signature:

PREZES ZARZĄDU


Bartłomiej Tańciewicz

PLASTSYSTEM Rzeszów Sp. z o.o.
36-060 Głogów Małopolski
ul. Innowacyjna 7
NIP 517-00-46-788 Regon 691751917



1 Name (company) and address of the Ordering Party

- 1.1 Plastsystem Rzeszów Limited Liability Company
- 1.2 Address: ul. Innovative 7, 36-060 Głogów Małopolski
- 1.3 Telephone / Fax: tel. / + 48/17 788 89 20, fax / + 48/17 788 89 30
- 1.4 E-mail: info@plastsystem.net
- 1.5 Website address: <http://www.plastsystem.net/>
- 1.6 NIP (Tax ID): 5170046788
- 1.7 Regon (National Business Registry Number): 691751917

1 Procedure for awarding the contract

- 1.1 The procedure is conducted in the form of an inquiry for quotation with the estimated value of the contract exceeding the PLN equivalent of EUR 214,000 net, i.e. excluding value added tax (VAT).
- 1.2 The procurement procedure is conducted in the form of the inquiry for quotation procedure, under the conditions set out in the IS, in accordance with the principle of competition, in particular on the basis of the provisions of the Act of 23 April 1964 - Civil Code (i.e. Journal U. 2016, item 380, as amended), Guidelines on the eligibility of expenditure under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for 2014-2020, to the extent that they apply accordingly.
- 1.3 Type of order: delivery.

2 Description of the subject of the contract

- 2.1 The subject of the order is to select a Contractor for the implementation of the subject of the order in the scope of delivery, installation and commissioning of IML robots - 3 items, for Plastsystem Rzeszów Sp. z o.o., with the premises at ul. Innowacyjna 7, 36-060 Głogów Małopolski.
- 2.2 A detailed description of the subject of the contract is included in Annex 4 to the IS.
- 2.3 The contractor will ensure the performance of the subject of the contract within 12 months from the date of concluding the contract until the final acceptance protocol is signed. The contracting authority allows for earlier implementation. The contracting authority allows the order to be completed in stages.
- 2.4 The Contractor is obliged to offer at least a 12-month guarantee and warranty for the offered subject of the contract, counted from the day following the date of final acceptance, in accordance with the conditions provided for in the contract template constituting Annex 1 to the IS.
- 2.5 The Ordering Party allows the possibility of subcontracting a part of the order. In this case, the offer should contain their list along with the scope of the tasks entrusted to them (parts of the contract).
- 2.6 The contractor must attach to the offer all documents, statements and attachments presented in the IS.
- 2.7 Designation of the subject of the contract according to the code of the Common Procurement Vocabulary CPV: 42990000-2 Various special-purpose machines
- 2.8 Tenders that do not comply with the technical and functional requirements set out in Annex 4 to the IS will be rejected.
- 2.9 The Ordering Party does not allow partial offers.
- 2.10 The Ordering Party does not allow the submission of variants.
- 2.11 The terms of the contract are also included in the contract template constituting Annex 1 to the IS.

4 Conditions for participation in the procedure and description of the method of evaluating the fulfillment of these conditions.



4.1 The procedure may be attended by Contractors who:

- 4.1.1** have the knowledge and experience necessary to perform the contract, the Condition set out in point 4.1.1 will be deemed to be met on the basis of a declaration submitted by the Contractor in the offer form (point 4 of the form).
- 4.1.2** they have technical potential, people capable of performing the contract (i.e. people who will supervise the installation of devices and their commissioning) and are in an economic or financial situation allowing for the implementation of the contract.

The conditions listed in point 4.1.2 will be deemed to be met on the basis of the Contractor's declaration submitted in the offer form (point 5 of the form).

4.1.3 are not excluded from the procedure:

Contractors who are related by capital or personally to the Employer are excluded from the contract award procedure, while capital or personal ties should be understood as mutual connections between the Employer or persons authorized to incur obligations on behalf of the Employer or persons performing activities related to the preparation on behalf of the Employer and carrying out the procedure of selecting the Contractor and the Contractor, consisting in particular of:

- 1) participating in the company as a partner in a civil partnership or partnership,
- 2) owning shares or at least 5% of shares,
- 3) acting as a member of the supervisory or management body, proxy, proxy,
- 4) remaining in such a legal or factual relationship that may raise justified doubts as to the impartiality in the selection of the contractor, in particular being married, in a straight lineage, kinship or affinity in a collateral line up to the second degree or in adoption, care or guardianship.

In order to confirm that there are no grounds for excluding the Contractor from the procedure, the Contractor is obliged to submit a statement on the lack of capital and personal ties with the Ordering Party, according to the template attached to the IS (Appendix 3).

4.2 Contractors who do not meet the conditions referred to in point 4.1. are subject to exclusion from the procedure.

4.3 Economic operators may apply for a contract jointly. In such a case, Economic Operators appoint an attorney to represent them in the contract award procedure or to represent them in the procedure and conclude a contract on the procurement. Any correspondence with contractors jointly applying for the award of the contract will be conducted only with the above-mentioned attorney.

4.4 Contractors jointly applying for the award of the contract should jointly meet the conditions for participation in the procedure and submit documents confirming the fulfillment of these conditions.

4.5 The provisions and conditions set out in the IS regarding the Contractor shall apply accordingly to Contractors acting jointly, i.e. consortia.

5 List of declarations or documents to be provided by the Contractors in order to confirm that the conditions for participation in the procedure and other required documents are met.

5.1 In order to prove that there are no grounds for exclusion from the procedure, the Contractor is obliged to submit:

- 5.1.1** the documents and declarations indicated in point 4.1. and other documents indicated in the IS.

5.2 Documents are submitted in Polish or English.

6 Information on the manner of communication between the Ordering Party and Contractors and the transfer of statements or documents, as well as an indication of the persons authorized to communicate with economic operators.

- 6.1 In this procedure, all statements, applications, notifications and information shall be provided by the Ordering Party and Contractors in writing or by e-mail, with the exception of the offer, which should be submitted in paper form in a closed envelope, at the place and until the deadline for submitting offers or by via the Competitiveness Base 2021 (BK2021) system, in writing in both cases. Documents signed by a person / persons authorized or authorized to act on behalf of the Contractor are considered to be in writing. In the case of statements, applications, notifications and information provided by electronic means, the documents should be scanned and sent as attachments. The contact details of the Ordering Party are provided in point 1.
- 6.2 The Contractor may request the Ordering Party to explain the IS, and the Ordering Party will provide explanations immediately, provided that the request for clarification of the IS has been received by the Ordering Party no later than by the end of the day on which half of the prescribed deadline for submission of offers expires.
- 6.3 If the application for clarification of the content of Inquiry and Specifications was received after the deadline for submitting the application referred to in point 6.2, or concerns the provided explanations, the Ordering Party may provide explanations or leave the application without examination, while the possible extension of the deadline for submission of offers does not affect the deadline for submitting the application.
- 6.4 The Ordering Party shall at the same time provide the content of explanations and / or questions and answers to all Contractors by posting them on the website where the IS have been made available, without disclosing the source of the inquiry.
- 6.5 This inquiry for quotation may be changed before the deadline for submitting offers provided in the inquiry for quotation. In this case, the deadline for submitting offers will be extended by the time necessary to introduce changes to the offers, if it is necessary due to the scope of the introduced changes.
- 6.6 The procurement procedure is conducted in Polish or English.
- 6.7 The person authorized to contact the Contractors: Bartłomiej Tatowicz, tel. /+48/ 17 788 89 20, mob. /+48/ 603 420 053, email: b.tatowicz@plastsystem.net.

7 Requirements for the tender bond

The Ordering Party does not require to pay a tender bond.

8 Offer validity period

- 8.1 The period of validity of the offer is 90 days.
- 8.2 The tender validity period begins with the expiry of the tender submission deadline.

9 Description of the method of preparing offers

- 9.1 The contractor may submit only one offer for the subject of the contract.
- 9.2 The content of the offer must correspond to the content of the IS.
- 9.3 The offer and the annexes constituting its integral part must be prepared by the Contractor in accordance with the provisions of the IS.
- 9.4 The offer should be prepared in accordance with the "Offer Form" and its annexes, which constitute an integral part of the IS. The offer with annexes should be legibly completed.
- 9.5 It is required that all pages of the offer with annexes be signed by the person (persons) authorized to make declarations of will on behalf of the Contractor.
- 9.6 The Contractor is obliged to indicate in the offer data clearly identifying the offered item, including in particular the name of the manufacturer, name and type of device, symbol,



model, and attach to the offer its technical and / or functional description (technical specification) or catalog/s (prospectus/es) manufacturer(s) (indicating in particular the offered type, type, model, manufacturer, catalog number, product characteristics, detailed technical specification and other relevant), allowing for a full and unambiguous assessment of the compliance of the offered devices and their parameters with the requirements of the IS.

- 9.7 The offer shall be submitted, under pain of nullity, in writing, in a paper version or via the Competitiveness Base 2021 system (BK2021).
- 9.8 It is recommended that all the pages of the offer, including annexes, be numbered sequentially and permanently joined.
- 9.9 In the case of submitting the offer in paper form, the Contractor shall submit the offer in an envelope marked with the name and address of the Ordering Party and described in the manner presented in point 10.2 of the IS.
- 9.10 The contractor may introduce changes or withdraw the offer submitted by them only before the deadline for submission of offers. If the offer is submitted on paper, the Ordering Party will receive a written notification about the introduction of changes or withdrawal of the offer before the expiry of this period. This notification must be described as indicated in point 9.9 and additionally marked with the words "AMENDMENT" or "WITHDRAWAL".
- 9.11 If the offer is submitted on paper, any corrections or changes to the text of the offer must be initialed by the person (s) signing the offer and provided with the dates of their submission.
- 9.12 Information constituting a business secret within the meaning of the provisions on combating unfair competition shall not be disclosed, if the Contractor, not later than the deadline for submitting offers, stipulated that such information may not be disclosed and has demonstrated that the proprietary information constitutes a business secret. At the same time, the Ordering Party informs that for the purposes of control or settlement of the contract in question, carried out by persons or entities authorized to do so, it reserves the right to disclose information constituting a business secret within the meaning of the provisions on combating unfair competition, if necessary.

10 Place and date of submission and opening of offers

10.1 Offers must be submitted in writing by December 10, 2021, by 15:00:

10.1.1 in the paper version at the registered office of the Ordering Party, at ul. Innowacyjna 7, 36-060 Głogów Małopolski, or

10.1.2 via the Competitiveness Base 2021 (BK2021) system

10.2 If the offer is submitted on paper, the Contractor should put the offer in an envelope addressed to the Ordering Party, to the address provided in point 10.1. of the IS, which will have the following markings: "Offer for the delivery, installation and commissioning of IML robots - 3 items, for Plastsystem Rzeszów Sp. z o. o., with headquarters at ul. Innowacyjna 7, 36-060 Głogów Małopolski; Case no.: PLASTSYSTEM / 1.3.1 / 2021/03 - do not open before December 10, 2021 at 15:05." and affix the envelope with the address stamp of the Contractor.

10.3 Offers submitted after the deadline will not be considered.

11 Description of the method of price calculation

11.1 The offer price should be indicated on the offer form constituting Annex 2 to the inquiry.

11.2 The price of the offer must be a lump sum covering all costs related to the proper and timely execution of the subject of the contract, including sale, transport, delivery and assembly of devices.



- 11.3** The lump sum price of the offer should be given in Polish zlotys (PLN) or Euro (EUR) and calculated with accuracy to two decimal places.
- 11.4** If the price is quoted in Euro (EUR), the Ordering Party will convert the price in Euro (EUR) into Polish zlotys in PLN according to the average exchange rate of the National Bank of Poland on the date of the submission deadline. In order to compare the offers, the Ordering Party will accept net prices for each Bidder.
- 11.5** Settlements between the Contractor and the Ordering Party will be made in Polish zlotys (PLN) or euro (EUR), depending on the currency in which the most advantageous offer was submitted.

12 Description of the criteria that the contracting authority will use when selecting the offer, including the meaning of these criteria and the method of evaluation of the offers

- 12.1** The Ordering Party will only evaluate the offers that are not rejected and those submitted by contractors that are not excluded from the procedure. The Ordering Party will evaluate offers for individual parts of the contract according to the following criteria:

12.1.1 Price – 90 pts.

12.1.2 Guarantee – 10 pts.

The maximum number of points that the Contractor may obtain for all of the above-mentioned criteria is 100.

1) Points awarded for the "price" criterion will be calculated according to the following formula:

$$C = (C_{\min} : C_o) \times 90$$

where:

C - the number of points awarded to a given offer for the price,

C_{min} - the lowest price among valid offers,

C_o - the price given by the Contractor for which the result is calculated,

Thus, the maximum number of points that the Contractor may obtain in the scope of the "price" criterion is 90.

2) Points awarded for the "guarantee" criterion for the entire order will be calculated according to the following formula:

$$G = ((G_o - 12) / 12) \times 5$$

where:

G - the number of points awarded to a given offer for the granted guarantee,

G_o - a guarantee given in months by the Contractor for which the result is calculated.

The warranty period for the entire contract, granted over 36 months, will not be additionally scored, and the formula will be substituted as 36.

Thus, the maximum number of points that the Contractor may obtain in the scope of the "guarantee" criterion is 10.

- 12.2** After the tenders have been evaluated, the points awarded by the tender committee for each of the criteria will be added up. This sum will constitute the final evaluation of a given offer.

12.2.1 All calculations of points will be made to two decimal places.

12.2.2 The Contractor's offer, which obtains the highest total number of points, will be considered the most advantageous. In case of equal results, the price is decisive, i.e. the Contractor's offer with the lowest price will be considered the best.

- 12.3** In the course of examination and evaluation of the bids, the Ordering Party may demand explanations from the Contractors regarding the content of the offers submitted.



- 12.4** The Ordering Party shall call on Contractors who have not submitted the declarations or documents required by the Ordering Party, or powers of attorney, or who have submitted the above-mentioned required by the Ordering Party. declarations and documents, or powers of attorney containing errors, to submit them within the prescribed period, not shorter than 3 working days, unless, despite their submission, the Contractor's offer is subject to rejection or it would be necessary to cancel the procedure.
- 12.5** The Ordering Party shall correct the offer of writing, calculation or other errors by notifying the Contractor about this fact.
The Contractor, when submitting the offer, informs the Ordering Party whether the selection of the offer will lead to a tax obligation for the contracting authority, indicating the name of the goods or services, the delivery or performance of which will lead to its creation.
- 12.6** The Ordering Party rejects the offer, in particular, if:
- 12.6.1** its content does not correspond to the content of this request for quotation, in particular the offered subject of the contract is inconsistent with the requirements described in the IS, subject to the provisions of the IS;
 - 12.6.2** its submission is an act of unfair competition within the meaning of the provisions on combating unfair competition;
 - 12.6.3** contains errors in the calculation of the price that cannot be corrected;
 - 12.6.4** is invalid under separate regulations.
- 12.7** If it is not possible to select the most advantageous offer due to the fact that two or more offers present the same balance of price and other offer evaluation criteria, the Ordering Party shall select the offer with the lower price from among these offers.

13 Award of the contract or its cancellation

- 13.1** The Ordering Party shall award the contract to the Contractor or Contractors whose offer meets all the requirements specified in this inquiry and has been assessed as the most advantageous on the basis of the above-mentioned offer evaluation criteria.
- 13.2** The Ordering Party reserves the right to cancel, terminate or annul the procedure at any time.
- 13.3** The Ordering Party does not provide for an appeal procedure. The choice of the best offer is final.
- 13.4** In the cases referred to above in points 13.2 and 13.3, the Contractor is not entitled to any claims for damages against the Ordering Party, and they are not entitled to reimbursement of costs related to the preparation and submission of the offer.
- 13.5** After selecting the most advantageous offer, the Ordering Party shall notify via e-mail individual Contractors who submitted offers about the results along with information on the selection of the most advantageous offer.
- 13.6** The announcement containing the information indicated in point 13.5 will be placed by the Ordering Party on the websites on which the IS have been published.
- 13.7** If the Contractor whose offer has been selected refrains from concluding a contract, the Ordering Party may select the most advantageous offer from among the remaining offers without re-examining and evaluating them, unless there are grounds for invalidating the procedure.
- 13.8** In the event that, despite the publication of the IS, no offer is received, it is allowed to conclude a contract with the Contractor selected without observing the procurement procedure to be awarded in accordance with the principle of competition.



14 Information on formalities that should be completed after selecting an offer in order to conclude a procurement contract

- 14.1** After the end of the procedure, the Contractor whose offer has been selected as the most advantageous will commence signing the contract with the Ordering Party on the date and place indicated by the Ordering Party.
- 14.2** If the offer of Contractors jointly applying for the award of the contract is selected (consortia, civil partnerships), the Ordering Party may request the contract regulating the cooperation of these Contractors before concluding the contract. Contractors jointly applying for the award of the contract shall be jointly and severally liable for the performance of the contract.
- 14.3** The Ordering Party requires a contract to be concluded on the basis of the contract template constituting Annex 1 to the IS.

15 Specification of the conditions for amending the contract concluded as a result of the public procurement procedure:

The Ordering Party provides for the possibility of making changes to the concluded contract in the cases specified in the Guidelines on the eligibility of expenditure under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for 2014-2020, and in the cases indicated in the contract template, which is an integral part of this inquiry .

16 Requirements for the security on due performance of the contract.

The Ordering Party does not require to provide a performance bond.

17 Information on the processing of personal data of contractors with the status of natural persons

- 17.1** The administrator of personal data of a Contractor conducting a sole proprietorship, partners of a civil law partnership and natural persons representing the Contractor (hereinafter jointly as: **Contractor**) is Plastsystem Rzeszów Sp. z o. o., with its registered office in Głogów Małopolski at ul. Innowacyjna 7, 36-060 Głogów Małopolski, NIP: 5170046788, REGON: 691751917, KRS: 0000165508 (hereinafter referred to as: **Administrator**). The Administrator processes the Contractor's personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals 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), hereinafter referred to as: **GDPR**.
- 17.2** Contact with the Administrator is possible at the following e-mail address: s.jedrych@plastsystem.net
- 17.3** The Contractor's personal data indicated in the offer, in correspondence with the Administrator, a contract concluded with the Administrator (hereinafter referred to as: **Contract**), such as name, surname, company name, PESEL, NIP, REGON, business address, home address, contact address, information on qualifications, knowledge or experience, as well as invoice data, business e-mail address and business telephone number may be processed by the Administrator in order to conduct the contract award procedure on the basis of an inquiry, as well as to perform the contract with the Contractor in the event of its conclusion (Article 6 sec. 1, let. b of the GDPR), to fulfill legal obligations (Article 6 sec.1, let. c of the GDPR) c GDPR), and also used to implement the legitimate

interest of the Administrator consisting in the performance of the contract concluded with the Managing Authority, as well as in establishing, pursuing claims and defending against claims (Article 6, sec.1, let. f of the GDPR). Providing this data is voluntary, but failure to provide it will prevent the conclusion and implementation of this Contract.

- 17.4** If the Contractor gives a separate, voluntary and express consent to the processing of the Contractor's personal data, the data will be processed only for the purpose for which the consent was given. This consent may be revoked at any time without giving a reason by contacting the Administrator, which will result in the cessation of data processing for this purpose. Withdrawal of consent does not affect the lawfulness of the processing prior to its withdrawal.
- 17.5** The Contractor's personal data may be entrusted or transferred on the basis of appropriate contracts to third parties providing services in the field of software delivery, data storage and encryption, hosting companies, professional companies supporting accounting processes, postal operators and couriers, law or tax offices, as well as transferred or entrusted to other entities for the performance of the contract concluded with the Contractor in the event of its conclusion or for the performance of the contract concluded with the Managing Authority, as well as legal obligations.
- 17.6** The Contractor's personal data will not be transferred to third countries, i.e. outside the European Economic Area.
- 17.7** The Contractor's personal data is stored by the Administrator in relation to:
- 17.7.1** data contained in the offer, the Contract and correspondence with the Administrator, as well as in other documents - for the period required by applicable law in the scope of storing project documentation and for the period of limitation of claims,
 - 17.7.2** data contained in accounting documents - for a period of 5 (five) years from the beginning of the year following the financial year in which operations, transactions and proceedings were finally completed, paid off, settled or expired, or in another period provided for by applicable law,
 - 17.7.3** data contained in documents submitted to the tax office or related to the payment of taxes - for a period of 5 (five) years, counting from the end of the calendar year in which the tax payment deadline expired (tax liability limitation period) or in another period provided for by the applicable law,
 - 17.7.4** data for the processing of which consent has been given - for the period until the consent is withdrawn.

After the expiry of the indicated periods, the Contractor's personal data will be immediately deleted.

- 17.8** The Administrator does not use automated decision-making (including decisions based on profiling) with regard to the Contractor's personal data.
- 17.9** Pursuant to the provisions of the GDPR, after fulfilling the conditions indicated therein, the Contractor has the following rights:

- 17.9.1 the right to confirm whether your personal data is being processed and the right to access it (Article 15 of the GDPR),
- 17.9.2 the right to obtain a copy of the personal data subject to processing (Article 15 of the GDPR),
- 17.9.3 the right to rectify your personal data if it is incorrect and the right to request supplementing incomplete data (Article 16 of the GDPR),
- 17.9.4 the right to delete your personal data "the right to be forgotten" (Article 17 of the GDPR),
- 17.9.5 the right to limit the scope of processing of your personal data (Article 18 of the GDPR),
- 17.9.6 the right to transfer your personal data (Article 20 of the GDPR),
- 17.9.7 the right to object to the processing of your personal data (Article 21 of the GDPR).
- 17.10 The Contractor is also entitled to lodge a complaint at any time with the competent supervisory authority (currently the President of the Personal Data Protection Office) in the event of violation of his rights in the field of personal data processing (Article 77 of the GDPR).
- 17.11 With regard to the processing of personal data and the exercise of the rights indicated above, the Contractor may contact the Administrator by sending a message to the following e-mail address: e-mail: s.jedrych@plastsystem.net tel. +48 17 78 88 920 ext. 105

18 List of annexes:

Annex No. 1 - Template of the contract

Annex No. 2 - Offer form

Annex No. 3 - Statement about the lack of personal and capital ties

Annex No. 4 - Technical specification

CONTRACT

concluded on [----] 2021 in [-----] between:

a limited liability company under the name of the company

Plastsystem Rzeszów Sp. z o.o. with the premises in Głogów Małopolski at the following address:
ul. Innowacyjna 7, 36-060 Głogów Małopolski, whose registration files are kept by the District
Court in Rzeszów, 12th Commercial Division of the National Court Register, under KRS number
0000165508, NIP number 5170046788, REGON number 691751917 with share capital in the
amount of PLN 2,415,000.00;

represented by Bartłomiej Tatowicz - President of the Management Board

hereinafter referred to as **the Ordering Party**

and

[-----], represented by [-----] hereinafter referred to
as the **Contractor**

the following contract was concluded.

§ 1

1. The Contractor sells and the Ordering Party buys, under the conditions specified below, IML robots - 3 items, including delivery, installation and commissioning at the Ordering Party's production plant, described in detail in the inquiry of November 8, 2021 and the contractor's offer of [- ----] 2021, constituting annexes to this contract, hereinafter referred to as the subject of the contract or equipment.
2. The subject of the contract delivered by the Contractor must meet the requirements specified in the inquiry referred to in sec. 1 and be fully compliant with the provisions of the Contractor's offer referred to in sec. 1.
3. The Contractor undertakes to perform the contract with the utmost care, in accordance with applicable law, and in particular is responsible for the quality and timely performance of the contract.

§ 2

1. The Contractor undertakes to execute, deliver, run and test the entire subject of the contract by [-----].
2. The Parties agree that the place of delivery and commissioning is the Ordering Party's production plant in Głogów Małopolski (address: Innowacyjna 7, 36-060 Głogów Małopolski).

§ 3

3. The Contractor undertakes to execute, deliver, run, test and commission the subject of the contract specified in § 1 at their own cost and risk.
4. The technical acceptance will take place after commissioning and testing of the devices by the Contractor. As part of the acceptance, the Ordering Party will verify the subject of the contract from the quantitative and qualitative point of view. The quality acceptance will consist in checking



the correct operation of the devices, compliance of the devices with the parameters specified in the inquiry, the Contractor's offer and with the drawings of details.

5. The Acceptance Protocols will be issued in 2 identical copies (one for the Contractor and one for the Ordering Party) after it has been found that the delivered devices meet the requirements of the contract, are operational and free from defects.

§ 4

1. The Parties agree that for the performance of the subject of the contract, the Ordering Party shall pay the Contractor the remuneration specified in the offer, i.e. the amount of [-----] PLN / EUR *, including:
 - 1.1. The remuneration for the IML robot No. 1 is [-----] PLN / EUR *,
 - 1.2. The remuneration for the IML robot No. 2 is [-----] PLN / EUR *,
 - 1.3. The remuneration for the IML robot No. 3 is [-----] PLN / EUR *,
2. The amounts referred to in paragraph 1. 1 will be paid as follows:
 - 1.1. 20% of each amount, the Ordering Party shall pay within 14 days on the basis of an invoice issued by the Contractor after the commencement of each stage of the order,
 - 1.2. 70% of each amount, the Ordering Party shall pay within 14 days on the basis of an invoice issued by the Contractor after the first tests of the devices,
 - 1.3. 10% of each amount, the Ordering Party shall pay within 14 days on the basis of an invoice issued by the Contractor, after signing the Acceptance Protocol for a given stage of the order without comments.
3. Payments will be made by bank transfer to the bank account indicated to the Ordering Party by the Contractor on the invoices.
4. The Contractor issues the final invoice after signing the Acceptance Protocol by the parties.
5. The date of payment shall be the date on which the Ordering Party's bank account is debited.
6. The remuneration referred to in sec. 1 covers the costs of transport and insurance in the transport of equipment.

§ 5

1. The Contractor grants the Ordering Party, for a period of [---] months, a quality guarantee for the subject of the contract, under which the Contractor guarantees the correct, faultless operation of the delivered devices and their individual components. The guarantee covers the entire device, including its subassemblies and components. The period of the quality guarantee and warranty begins from the date of final acceptance, and in the case of finding defects from the date of confirmation of their removal and transfer of the subject of the contract to the Ordering Party as duly performed.
2. The Contractor guarantees that the delivered subject of the contract will be brand new and free from any defects.
3. During the guarantee period, the Contractor is obliged to:
 - a) immediate and free of charge removal of defects revealed after final acceptance, but not later than within 3 working days of receipt of the notification.
 - b) re-delivery and start-up of the device, in the event of its replacement with a new one, free from defects.



4. The deadline for removing the defect may be extended only in justified cases and with the prior consent of the Ordering Party, expressed in writing or by e-mail.
5. The period of quality guarantee and warranty for defects is extended by the time during which the Ordering Party could not use it due to defects in the subject of the contract.
6. If the Contractor, due to his obligations, replaces some of the things covered by the contract during the quality guarantee period, the quality guarantee period starts anew from the moment they are handed over to the Ordering Party. The cost of delivery and return of parts shall be borne by the Contractor.

§ 6

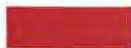
1. The Parties agree that the Contractor will pay the Ordering Party contractual penalties in the event of:
 - a) delay in delivering the subject of the contract in the amount of **0.5%** of the remuneration specified in § 4 section 1 for each week of delay, counted from the date specified in § 2 subpara. 1, but not more than 5%,
 - b) delays in removing defects found upon receipt or during the quality guarantee or warranty period for defects in the amount of **0.1%** of the remuneration specified in § 4 section 1, for each day of delay from the date set for the removal of defects.
 - c) withdraw from the contract for reasons attributable to the Contractor in the amount of **10%** of the remuneration specified in § 4 section 1,
2. The Parties agree that the Ordering Party will pay contractual penalties in the event of withdrawal from the contract for reasons attributable to the Ordering Party, in the amount of **10%** of the remuneration specified in § 4 section 1.
3. The contractual penalty shall be payable on the basis of a debit note issued by the party entitled to charge it, within the period specified in the debit note, not shorter than 14 days from the date of its issuance.
4. In the event that the reserved contractual penalties do not cover the actual damage suffered, the Parties may claim supplementary compensation on general principles specified in the Civil Code according to Polish law.

§ 7

1. The Ordering Party has the right to withdraw from the contract in cases provided for by law and in the event of the Contractor's delay in performing the subject of the contract in excess of 6 weeks in relation to the deadline specified in § 2 section 1. In the event of such a delay, the Contractor is obliged to return the advance payments and pay contractual penalties.

§ 8

1. The provisions contained in the Contract may be changed with the consent of both Parties expressed in writing under pain of nullity (annex to the Contract) in the following cases:
 - a) in the cases specified in the "Guidelines on the eligibility of expenditure under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for 2014-2020";



- b) as regards the remuneration due to the Contractor - in the event of a change in the applicable tax rate on goods and services;
 - c) change of generally applicable legal provisions affecting the subject and method of performance of the Contract;
 - d) when due to circumstances that could not be foreseen at the time of the conclusion of the Contract, it will be necessary to extend the deadline for the performance of the subject of the Contract, in particular in the event of delays in the performance of the Contract, provided that such a change is beneficial for the Ordering Party or it is necessary for the proper performance of the Contract ;
 - e) if, due to circumstances that could not be foreseen at the time of the conclusion of the Contract, it will be necessary to change the parameters of the Devices or the manner of performing the subject of the Contract, in particular in the case of:
 - the possibility of using newer and more advantageous technological or technical solutions for the Ordering Party than those existing at the time of signing the Contract;
 - the need to change places of delivery and services under the quality guarantee as a result of organizational changes and / or changes to the Ordering Party's addresses.
2. In a situation where the Contractor takes the initiative to amend the Agreement, they shall submit to the Ordering Party a request to amend the Agreement with justification.
3. The Ordering Party each time assesses the possibility and admissibility of amending the Agreement in terms of compliance with applicable law and the principles of spending funds from EU funds.
4. The Contractor may not, without the prior written consent of the Ordering Party, transfer to a third party the claims under this agreement against the Ordering Party.

§ 9

1. The Contractor is obliged to maintain strict confidentiality and not to disclose to third parties information and data obtained from the Ordering Party in connection with or during the conclusion or implementation of this Contract, in particular the Contractor is obliged not to disclose information (oral, written or recorded on information carriers) relating to the activities of the Ordering Party, in particular technical, organizational, financial, legal and other information of economic value, regardless of the manner in which they were made available to the Contractor, both before or after the date of concluding this Agreement (hereinafter: **Confidential Information**).
2. The Contractor undertakes not to use the Confidential Information concerning the Ordering Party for any purposes other than the performance of the subject of this Contract.
3. The Contractor is entitled to provide Confidential Information to its employees and subcontractors, if it is necessary for the proper performance of this Contract and if the employees and subcontractors are bound by an obligation to keep this Confidential Information secret.
4. The obligation not to disclose Confidential Information set out in this paragraph shall remain in force for the duration of this Contract and for a period of 2 years from the date of its expiry or termination.



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5. Any provisions of the Contract shall not exclude further obligations regarding the protection of Confidential Information provided for by law.

§ 10

1. Annexes to the contract constitute an integral part of it.
2. Disputes arising from the performance of the contract will be settled by a common court having jurisdiction over the Ordering Party.

§ 11

1. In matters not covered by this contract, the provisions of the Act of 23 April 1964 - Civil Code (Journal of Laws of 2016, item 380, as amended) shall apply.
2. This contract has been drawn up in two identical copies: one for the Contractor, one for the Ordering Party.

Contractor

Ordering Party

** delete as appropriate*

1

OFFER FORM

ORDERING PARTY:

Plastsystem Rzeszów Sp. z o.o.
ul. Innowacyjna 7
36-060 Głogów Małopolski

Name (Company) of the Contractor –

Registered office –

Mailing address –

Tel. -; fax -

E-mail:

NIP (Tax ID)/ VAT No -

REGON (National Business Registry Number) -

Referring to the announced inquiry and specification for the selection of the Contractor for the delivery, installation and commissioning of IML robots - 3 items, for Plastsystem Rzeszów Sp. z o.o., with headquarters at ul. Innowacyjna 7, 36-060 Głogów Małopolski (Case number: PLASTSYSTEM/1.3.1/2021/03);

1) we offer the execution of the subject of the order for the amount of:

Subject of the order	Net price [PLN/EUR**]	Gross price [PLN/EUR**]
IML robot No. 1**
IML robot No. 2**
IML robot No. 3**
Total order amount:**

2) we offer an order fulfillment date up to ...* months *(no more than 12 months)*.

3) we declare that we meet the requirements set out in the Inquiry and Specifications and that we have read the Inquiry and Specifications, we are deemed to be bound by the conditions and rules of conduct set out in it and the contract template contained therein,



4) we declare that we meet the conditions for participation in the procedure specified by the Ordering Party in the Inquiry and Specifications, point 4.1.1, which relate to having the knowledge and experience necessary to perform the contract,

5) we declare that we meet the conditions for participation in the procedure specified by the Ordering Party in the Inquiry and Specifications in point 4.1.2, which relate to the disposal of technical potential, persons capable of performing the contract (i.e. persons who will supervise the installation of devices and their commissioning) and being in an economic or financial situation allowing for the implementation of the contract,

6) we declare that we consider ourselves bound by this offer for the time indicated in the Inquiry and Specifications, i.e. 90 days counted from the deadline for submitting offers,

7) we declare that we offer the subject of the contract in accordance with the requirements and conditions described and specified by the Ordering Party in Annex 4 to the Inquiry and Specifications, as confirmed by a technical and / or functional description (technical specification) or catalog/s (prospectus /es)) manufacturer (s) (indicating in particular the offered type, type, model, manufacturer, catalog number, product characteristics and other important), allowing for a full and unambiguous assessment of the compliance of the offered devices and their parameters with the requirements of the Inquiry and Specifications.

8) we declare that we offer a quality guarantee for the entire subject of the order that meets the conditions and requirements resulting from the Inquiry and Specifications, in particular with regard to their period, scope and form of implementation, we offer a guarantee period for the entire subject of the order amounting to* **months (not less than 12 months),**

9) we declare that we offer the following device/s:

Device	Producer	Type / kind / model / symbol / catalog number	Others
IML robot No. 1			
IML robot No. 2			
IML robot No. 3			

10) we declare that we will perform the subject of the order ourselves / with the participation of the subcontractors indicated below **, at the same time indicating the parts of the contract that will be performed with the participation of the indicated subcontractors:

-* (name of the subcontractor - the part of the contract that will be performed with the participation of this subcontractor)



- 11) The declaration required from the contractor as regards the fulfillment of the information obligations provided for in the Art. 13 or article. 14 GDPR ¹:

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

If the contractor does not provide personal data other than directly concerning him or there is an exclusion from the application of the information obligation, pursuant to the Art. 13 sec. 4 or Art. 14 sec. 5 GDPR, the contractor does not submit the content of the declaration (removing the content of the declaration, e.g. by deleting it).

- 12) the offer includes * consecutively numbered pages,

- 13) the Annexes to this offer form are the following:

Annex 1 - Statement about the lack of personal and capital ties,

Annex 2 - Technical specification of the subject of the offer,

others –*.

Attention! The places with dots and / or marked with "*" in the tender form template and its appendices shall be filled in by the Contractor in accordance with their content.

**** - delete as appropriate**

Place date

.....
(stamp and signature of the person authorized to
make declarations of will on behalf of the
Contractor)

¹ Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals 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) (Journal of Laws UE L 119 of 04.05.2016, p. 1).

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Annex No. 3 to the inquiry

(Contractor's business stamp)

STATEMENT REGARDING THE LACK OF RELATIONSHIPS OR PERSONAL INTERESTS

By submitting an offer in the proceeding to select the Contractor in the scope of delivery, installation and commissioning of IML robots – 3 items, for Plastsystem Rzeszów Sp. z o.o., with its registered office in Głogów Małopolski, ul. Innowacyjna 7, 36-060 Głogów Małopolski, Case mark: PLASTSYSTEM/1.3.1/2021/03, I declare that I am not liable individually or (in the case of jointly applying for a grant) orders), together with Contractors jointly applying for the award of the contract, exclusion from the procurement procedure based on the following entries:

In order to avoid a conflict of interest, being aware that the contracts awarded by the Ordering Party that is not an entity obliged to apply the PPL/Public Procurement Law/ pursuant to art. 3 of the PPL, cannot be granted to entities affiliated with them personally or with capital, I declare that I do not have personal connections or capital ties with the Employer, i.e. Plastsystem Rzeszów Sp. z oo, with the registered office in Głogów Małopolski, ul. Innowacyjna 7, 36-060 Głogów Małopolski, whereby capital or personal links should be understood as interrelationships 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 preparation and conduct of the procedure selection of the Contractor and the Contractor, consisting in particular of

- 1) participation in the company as a partner or partnership
- 2) owning at least 5% of the shares
- 3) functions of a member of the supervisory or management, proxy or plenipotentiary
- 4) staying in such a legal or factual relationship that may give rise to reasonable doubts as to the impartiality in the selection of the contractor, in particular staying married, staying in consanguinity or affinity in a straight line, second degree consanguinity or affinity of the second degree in the collateral line or by adoption or guardianship

Place date year

.....
*(stamp and signature of the person
authorized to make declarations of will
on behalf of the Contractor)*

2



TECHNICAL SPECIFICATION FOR THE INQUIRY
no. PLASTSYSTEM/1.3.1/2021/03

Concern: delivery, installation and commissioning of IML robots – 3 items

Technical characteristics of the subject of the order:

1) IML robot no. 1 (the element of the 11 packaging production line)

General characteristics:

1. Mould cavities in horizontal arrangement: 2 cav. package + 2 cav. handle.
2. Shape: according to the attached drawing.

The minimum technical parameters of the device:

3. Main Z axis - servo drive.
4. X1 axis label put in the mold - servo drive.
5. X2 axis take out bucket and handle - servo or pneumatic drive.
6. X axes - parallel operation (max. opening of the injection molding machine 650 mm).
7. Y axis - stacking on the conveyor belt - servo drive.
8. Picks up labels from magazine - servo or pneumatic drive.
9. A axis - drum rotation 360 ° - servo drive.
10. The maximum production cycle time - 5.5 s.
11. Maximum working time in the mold space - 1.8 s.
12. System of visual inspection of details.
13. Putting aside or dropping non-compliant details to the missing container.
14. Automatic assembly of the bucket and handle.
15. Drum equipped with air circuits in the following sequences: full wrap label and 1/4 of the label.
16. Conveyor, length from 2600 mm to 3200 mm.
17. A set of complete, independent magazines: full wrap label and ¼ labels (acc. attachment fig.).
18. Robot mounted on rails to work with molds of different heights.
19. Robot installed on the floor at the back of the injection mould machine.
20. Robot housing – closed.
21. Set for second mold: drums (see poz.15) + magazines(see poz.17) - full wrap label and 1/4 of the label(acc. attachment fig.).

22. Possibility to connect a control panel at the back of the robot.
23. Robot operating language - Polish.
24. Delivery (DDU Incoterms 2010), installation and on-the-job training.

2) IML robot no. 2 (the element of the 3, 5, 11 and 12 l packaging production line)

General characteristics:

1. Two cavities mold: 1 x package + 1 x handle - assembled in the mold.
2. Shape: according to the attached drawings.

The minimum technical parameters of the device:

3. Main Z axis - servo drive.
4. X1 axis label assembly in the mold - servo drive.
5. X2 axis take out details - servo or pneumatic drive.
6. X2 axis equipped with bucket handle gripper.
7. X axes - sequential work.
8. Y axis - stacking on the conveyor belt - servo drive.
9. Pick up labels - servo or pneumatic drive.
10. A axis - drum rotation 360 ° - servo drive.
11. Maximum production cycle time - 8 s.
12. The maximum working time in the mold space - 3.2 s.
13. Drum equipped with air circuits in the sequence: full wrap label and ½ labels.
14. Conveyor, length from 2600 mm to 3200 mm.
15. Set of complete, independent magazines: full wrap label and ½ labels.
16. Robot mounted on rails to work with molds of different heights.
17. Robot installed on the floor at the back of the injection mould machine.
18. Robot housing - closed.
19. Possibility to connect the control panel at the back of the robot.
20. Robot operating language - Polish.
21. Set for the production of 3L packaging – drum (see pos. 13) + magazine (see pos. 15).
22. Set for the production of 5L packaging – drum (see pos. 13) + magazine (see pos. 15).
23. Set for the production of 11L packaging – drum (see pos. 13) + magazine (see pos. 15).
24. Set for the production of 12L packaging – drum (see pos. 13) + magazine (see pos. 15).

25. Delivery (DDU Incoterms 2010), installation and on-the-job training.

3) IML robot no. 3 (the element of the 17, 18 and 20 l packaging production line)

General characteristics:

1. Two cavities mold: 1 x package + 1 x handle, assembled into a mold.
2. Shape: according to the attached drawings.

The minimum technical parameters of the device:

3. Main Z axis - servo drive.
4. X1 axis label put in the mold - servo drive.
5. X2 axis take out details - servo or pneumatic drive.
6. X2 axis equipped with bucket handle gripper.
7. X axes - sequential work.
8. Y axis - stacking on the conveyor belt - servo drive.
9. Pick up labels - servo or pneumatic drive.
10. A axis - drum rotation 360 ° - servo drive.
11. Maximum production cycle time - 8 s.
12. The maximum working time in the mold space - 3.2 s.
13. Drum equipped with air circuits in the sequence: full wrap label and ½ labels.
14. Conveyor, length from 2600 mm to 3200 mm.
15. Set of complete, independent magazines: full wrap label and ½ labels.
16. Robot mounted on rails to work with molds of different heights.
17. Robot installed on the floor at the back of the injection mould machine.
18. Robot housing - closed.
19. Possibility to connect the control panel at the back of the robot.
20. Robot operating language - Polish.
21. Set for the production of 17L packaging – drum (see pos. 13) + magazine (see pos. 15).
22. Set for the production of 18L packaging – drum (see pos. 13) + magazine (see pos. 15).
23. Set for the production of 20L packaging – drum (see pos. 13) + magazine (see pos. 15).
24. Delivery (DDU Incoterms 2010), installation and on-the-job training.