

Nowa Sól, 19.03.2024r.

## REQUEST FOR QUOTATION

In connection with the planned implementation of the project entitled: "Purchase, installation and commissioning of a 1600 transfer press operating under Industry 4.0 conditions" for which GEDIA Poland Sp. z o.o. is applying for funding under the investment supporting robotization and digitization in enterprises A2.1.1 from the National Plan for Reconstruction and Increasing Resilience (KPO), we request a quotation for the **Industry 4.0 for 1600To press** in accordance with the scope specified in this request for quotation.

### 1. Name and address of the Ordering Party

**GEDIA Poland Sp. z o.o.**

Staszica 2

67-100 Nowa Sol

email: [j.nowak@pl.gedia.com](mailto:j.nowak@pl.gedia.com)

phone: **+48 723960334**

website address: <https://www.gedia.com/pl/dostawcy/projekty-zakupowe>

### 2. Deadline and method of submitting bids

- 1) Deadline for submission of bids: 30.04.2024 (until the end of the day i.e. 23:59)
- 2) The bid should be submitted on the bidding form appended as Appendix 1 to the request for quotation and should include:
  - a) date and place of preparation,
  - b) company seal,
  - c) name and address of the Bidder's registered office, Bidder's NIP (or the equivalent tax ID in effect in the country where the entity is registered),
  - d) name and contact information (phone and email address) of the person designated to contact the Ordering Party,
  - e) mailing address (if different from the registered office address),
  - f) the offered net and gross price, which takes into account all costs necessary for the execution of the contract (for bids given in a currency other than PLN, the value of the bid will be converted using the average sales exchange rate announced by the National Bank of Poland, in effect on the date of the bid selection certificate),
  - g) the warranty period of the subject of the contract (specified in months),
  - h) the term of the contract (specified in months),
  - i) other additional information (if applicable),
  - j) explanation of the extent of equivalence of the proposed parameters in relation to the description of the subject of the contract specified in point 3 (if applicable),
  - k) a statement confirming compliance with the conditions for participation in the bidding procedure.
- 3) Each Bidder should also provide:
  - a) a power of attorney to sign the bid (if it does not appear from the registration documents),



- b) technical specifications confirming the fulfillment of the parameters contained in point 3 of the request for quotation (optional).
- 4) The bidding form and all attachments to the bid should bear the signature of the person authorized or empowered to represent the Bidder. It is possible to sign the bid with a qualified electronic signature.
- 5) **The bid with a set of attachments should be submitted to the address given in point 1 e-mail address, by regular mail to the address given in point 1 (the date of receipt of the bid at the Ordering Party's office is applicable) or in person at the Ordering Party's office, by the deadline for submission of bids specified in point 2.1.** Bids submitted after the indicated deadline will not be considered.
- 6) Bidders may amend, supplement or withdraw their bids before the deadline for submission.
- 7) In the course of examining and evaluating bids, the Ordering Party may request clarifications from Bidders regarding the content of their bids.
- 8) In the course of evaluation of valid bids held in accordance with the accepted evaluation criteria specified in point 7, the Ordering Party may enter into price negotiations with all Bidders on equal terms. The course of negotiations will be confirmed by a certificate of negotiations.
- 9) The Ordering Party may, before the deadline for submission of bids, modify the content of the request for quotation by setting a new deadline for submission of bids. The Ordering Party will announce the extent of the changes made to the content of the request for quotation via the website. Any modifications, additions and arrangements and changes, including changes in deadlines, become an integral part of the request for quotation and will be binding for submission of bids. All rights and obligations of the Ordering Party and the Supplier with respect to previously agreed terms will be subject to the new term. In this case, each Bidder shall have the right to amend the bid already submitted. This does not apply to non-substantive corrections to the content of the request for quotation.
- 10) In case of updating the bid, the Supplier should clearly specify which of the submitted bids is the final bid.
- 11) Suppliers have the option of completing the offer form in Polish or English, using equivalent document templates in both languages attached to the inquiry.

### 3. Description of the subject of the contract

The subject of the contract includes the **purchase, delivery, installation and commissioning of a 1600 To press for the GEDIA Poland** with the following components and parameters:

#### 1) General requirements:

- Installation of an industrial computer
- Implementation of management software

#### 2) Technical data:

- INSTALLATION OF ADDITIONAL SENSORS:
  - Pneumatic flow meter
  - Electric current transformers
  - Oil level sensor
  - Accelerometers on bearings
  - Cooling water temperature and flow sensors
- Tonnage trend control for dies

- Monitoring the electricity consumption trend
- Monitoring the compressed air consumption trend

The subject of the contract shall comply with the terms of this Request for Proposal if it meets the conditions outlined in the technical specifications above in a compatible or equivalent manner (the extent of equivalence refers to the parameters of the equipment or its individual components). The subject of the contract must not have parameters inferior to those presented in the Request for Quotation. The responsibility for clarifying the extent of equivalence of the proposed parameters rests with the bidder.

The numerical code of the Common Procurement Vocabulary (CPV) for the task in question:

42636000-3 Presses.

#### 4. Schedule of contract execution

- 1) Contract completion date: up to 8 months from the date of signing the contract.
- 2) Bidding deadline: 60 days from the date of bid submission.

#### 5. Conditions for participation in the procedure

##### 5.1 License to carry out specific activities or actions

Only an entity that jointly meets all of the following conditions may apply for the contract:

- 1) Active business activity (for domestic suppliers – active entry in CEIDG or KRS) and possession of licenses to carry out activities involving the sale of the subject of the request for quotation – verification on the basis of the statement integral to Appendix 1 to the request for quotation.
- 2) No liquidation or bankruptcy has been opened against the Bidder – verification on the basis of the statement integral to Appendix 1 to the request for quotation.
- 3) No personal or capital relations with the Ordering Party – verification on the basis of the statement integral to Appendix 1 to the request for quotation.

##### 5.2 Knowledge and experience

Only an entity that has the knowledge and experience to correctly execute the contract may apply for the award, including: It is required that the Bidder has documented experience, **i.e. at least 3 completed contracts in the last 3 years in the field of delivery of presses for manufacturing plants**. The fulfillment of the condition shall be evaluated on a pass/fail basis on the basis of the statement submitted by the Bidder integral to Appendix 1 to the Request for Proposal. The Ordering Party may require additional documents from the Supplier to confirm compliance with this condition.

##### 5.3 Technical capacity

Only an entity that has the technical potential to correctly execute the contract may apply for the award. Assessment of the fulfillment of the condition of having adequate technical capacity shall be evaluated on a pass/fail basis on the basis of the statement submitted by the Bidder integral to Appendix 1 to the Request for Proposal.

##### 5.4 Persons capable of performing the contract

Only an entity that has the human resources to properly execute the contract may compete for the contract; in particular, the entity, the persons employed by it and the persons acting on its behalf should have the authorizations, permits and licenses, including any authorizations, permits and licenses required by separate regulations, which are necessary for the proper execution of the contract. The fulfillment of the condition shall be evaluated on a pass/fail basis on the basis of the statement submitted by the Bidder integral to Appendix 1 to the Request for Proposal.

##### 5.5 Economic and financial situation

Only an entity that is in an economic and financial situation that ensures the proper implementation of the full scope of the subject of the contract, including its timely execution, and is not in bankruptcy or liquidation, no bankruptcy or liquidation procedure have been initiated against the Bidder may apply for the contract. The fulfillment of the condition

shall be evaluated on a pass/fail basis on the basis of the statement submitted by the Bidder integral to Appendix 1 to the Request for Proposal.

## **6. Other provisions of the request for quotation**

- 1) Within the framework of the procedure, the Ordering Party allows the possibility of submitting variant bids and price variances.
- 2) Within the framework of the procedure, the Ordering Party allows the submission of partial bids.
- 3) The Ordering Party shall have the right to inspect documents confirming the veracity of the data contained in the bid and the attachments to the bid.
- 4) In the event that no bids for the subject of the contract are received, or only unacceptable bids are received, or in the event that all potential Suppliers are excluded from the procedure, or do not meet the conditions for participation in the procedure, the Ordering Party shall select any Supplier of the subject of the contract (on a sole-source basis) that meets all the criteria and conditions specified in this request for quotation.
- 5) In case the offered price or cost will seem abnormally low in relation to the subject of the contract, i.e. will differ by more than 30% from the arithmetic mean of prices of all valid bids not subject to rejection, or will raise doubts in the Ordering Party's mind as to the possibility of performing the subject of the contract in accordance with the requirements specified in the request for quotation or arising from separate regulations, the Ordering Party will demand from the Bidder to submit explanations within the set time limit, including submission of evidence for calculation of the price or cost. The Ordering Party will evaluate these explanations in consultation with the Bidder and may reject this bid if the explanations submitted with evidence do not justify the price or cost quoted in this bid.
- 6) In the event that the selected Supplier withdraws from entering into a procurement contract, the Ordering Party may enter into a contract with the Bidder who obtained the next highest number of points in the properly conducted procurement procedure.
- 7) The Ordering Party shall be entitled to waive the application of the principle of competitiveness in a situation where, due to an exceptional situation not attributable to the Ordering Party, which could not have been foreseen beforehand (e.g., natural disasters, catastrophes, emergencies), immediate execution of the contract is required and the specified deadline for the submission of bids cannot be met. In the event of the occurrence of the aforementioned situation, the Ordering Party is obliged to justify in writing the fulfillment of the indicated grounds.
- 8) The Ordering Party reserves the right to cancel the procedure without stating reasons at any stage of the procedure, including the stage of terminating the procedure without selecting the Supplier, and to cancel the procedure also after the selection of the most advantageous bid.

## **7. Bid evaluation criteria**

The Ordering Party will evaluate valid bids on the basis of the following criteria:

### **7.1 Acceptable criteria:**

- 1) Fulfillment of the conditions for participation in the procedure set forth in point 5.
- 2) Timely submission of the bid.
- 3) Preparation of the bid in accordance with the requirements specified in point 2.2.
- 4) Submission of all required attachments to the request for quotation.
- 5) The scope of the offered contract is in accordance with the specified requirements.

Failure to meet any of the above criteria will result in rejection of the bid – it will not be subject to further evaluation, although there is the possibility of supplementing the bid if the Ordering Party considers that its verification will require clarification of the information contained in the bid. In such cases, the bid will be rejected if the Bidder fails to supplement the submitted bid within a maximum of 5 working days after receiving a request for supplementation from the Ordering

Party. In the event that the Bidder supplements its bid, the Ordering Party will re-evaluate the bid taking into account the supplied supplements. Repeated failure to meet any of the above criteria will result in the rejection of the bid without the possibility of re-completion.

## 7.2 Scoring criteria:

- 1) The following elements will be taken into account when evaluating a bid:
  - a) net contract price (C) – weight: 100%,
- 2) The final score is the total number of points for each criterion. The bid with the highest final number of points will be considered the most advantageous.
- 3) Order price (max 100 points):
  - a) The value of the bid should include all costs that the Ordering Party will have to bear in connection with the execution of the subject of the contract. The net price should include the purchase, selection, delivery, installation and commissioning of the subject of the contract.
  - b) The price to be evaluated will be the total net price (excluding VAT) for the execution of the contract.

Methodology for awarding points:

The number of points (C) for the evaluated bid will be calculated according to the following formula:

$$C = \frac{\text{price of bid with lowest price specified among evaluated bids}}{\text{price indicated in evaluated bid}} * 100\%$$

- 4) The bid that receives the highest number of points calculated according to the following formula will be considered the most advantageous. The selection of the Ordering Party is final and not subject to appeal or complaint.

$$\text{FINAL SCORE} = C$$

- 5) The results of mathematical operations performed in evaluating the bids are subject to rounding to two decimal places. If equal scores are obtained in this way for at least two bids, recalculations are made, rounding the results of mathematical operations to the fourth decimal place.
- 6) Bids meeting all the requirements outlined in this request for quotation will be ranked from least favorable to most favorable price. The bids will then be awarded points in accordance with the scoring methodology described above. The Bidder with the highest number of points will win the bidding procedure. In the event of an equal number of points, the Bidder with the most favorable price will win.

## 8. Exclusions

Suppliers who have a personal or capital relationship with the Ordering Party are excluded from the procedure. A capital or personal relationship is understood as a mutual relationship between the Ordering Party or persons authorized to enter into commitments on behalf of the Ordering Party, or persons performing activities on behalf of the Ordering Party related to the preparation and execution of the procedure of the Supplier and the Supplier, consisting in particular of:

- participating in a company as a partner in a (civil) partnership,
- holding at least 10% of shares, unless a lower threshold is required by law,
- serving as a member of the supervisory or management body, proxy, attorney,
- being married, in a relationship of consanguinity or affinity in the direct line, consanguinity or affinity in the collateral line to the second degree, or a relationship of adoption, guardianship or custody, or staying in common household with the supplier, his deputy or members of the management or supervisory bodies of contractors applying for the contract,

- remaining with the Supplier in such a legal or factual relationship that there is reasonable doubt as to their impartiality or independence in connection with the contract award procedure;

#### **9. Material provisions of contract**

- 1) The Ordering Party will carry out acceptance on the basis of a signed final acceptance certificate. The basis for payment of remuneration will be the final acceptance certificate signed without reservations by both parties, with the Ordering Party allowing partial payments after the partial acceptance certificate signed without reservations by both parties.
- 2) The Ordering Party may terminate the concluded contract in whole or in part in particular in the following cases:
  - a) when the Supplier delays the performance of the subject of the contract by the date agreed upon in the contract, after a prior request for proper performance of the contract,
  - b) when the subject of the contract is defective or inconsistent with the terms and conditions specified in the request for quotation, bid or in the contract, and the Supplier, within an additional period of time set by the Ordering Party, fails to remove the identified violations.

The detailed terms of termination of the contract and the terms of settlement will be established in an agreement between the Ordering Party and the Supplier.

#### **10. Conditions for changing the contract**

The Ordering Party provides for the possibility of changing the provisions of the contract in relation to the content of the bid, on the basis of which the Supplier was selected, to the following extent:

- 1) The necessity to make changes will be a consequence of changes made in contracts between the Ordering Party and a party other than the Supplier, including another supplier or an institution supervising the implementation of the project under which the Contract is executed, but the change may concern only those provisions of the contract that will be directly affected by the modifications, and the changes may not lead to an increase in the Supplier's remuneration.
- 2) Due to the prolonged procedure for the selection of the Supplier in the procedure for the award of this contract, or due to other circumstances that could not be foreseen beforehand, preventing the proper implementation of the supplies covered by the subject of the contract, it will become necessary to modify the deadlines specified in the request or the contract.
- 3) It is permissible to change the contract execution date in cases where:
  - a) there were phenomena related to force majeure (natural disaster, civil unrest, military action, pandemic, etc.) preventing the delivery of the subject of the contract,
  - b) circumstances arise that the contracting parties could not foresee, despite exercising due diligence, or due to the occurrence of formal and legal obstacles beyond the control of the contracting parties,
  - c) delays arose at earlier stages of project implementation,
  - d) delays arose in the issuance of or changes in the decisions of administrative or other institutions (decisions of public authorities, changes in applicable law, waiting for previously unforeseen but necessary results of expert opinions, court rulings, etc.),
  - e) the subject of the contract will be performed before the contractual deadline and the Ordering Party obtains funds for payment of the Supplier's remuneration at an earlier date,
  - f) there will be a need to carry out additional deliveries, consisting of a partial replacement of the delivered elements of the contract or installations, or an increase in the planned delivery or expansion of existing installations, if they have become necessary and all of the following conditions are met:
    - a change of Supplier cannot be made for economic or technical reasons, in particular concerning interchangeability or interoperability of equipment, services or installations, contracted under the basic contract,

- a change of Supplier 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 of the contract originally specified in the contract,

All changes to the provisions of the contract shall be in writing under pain of nullity. The occurrence of any of the above-mentioned circumstances to the extent affecting the course of the contract results in the fact that the term of the contract may be extended/changed accordingly by the time necessary to complete its subject in a proper manner. Any delays/changes must be documented by respective certificates signed by the Supplier and the Ordering Party, based on which the parties will establish new deadlines.

#### **11. GDPR Legal Notice**

Pursuant to Article 13 (1) and (2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (Official Journal of the EU L 119 of 04.05.2016, p. 1), hereinafter: GDPR, the Ordering Party informs that:

- 1) The controller of your personal data is GEDIA Poland Sp. z o.o., ul. Staszica 2, 67-100 Nowa Sól, NIP: 526-21-61-089.
- 2) Your personal data will be processed on the basis of Article 6(1)(c) GDPR for the purpose of conducting the said procurement procedure and concluding the contract, and the legal basis for the processing is the legal obligation to apply formalized procurement procedures resulting from "Appendix 6: Competitive Principle under Investment A 2.1.1".
- 3) Personal data will be processed for the period of the conduct of the procedure for the subject contract and after its completion in accordance with the regulations on archiving and project sustainability (if applicable).
- 4) The processed personal data may be obtained from the Suppliers to whom the data pertains or other entities whose resources are relied upon by the Suppliers.
- 5) The personal data processed includes, in particular, the name, address, VAT ID, REGON number, CEIDG number, KRS number and other personal data provided by the person submitting a bid and other correspondence received by the Ordering Party for the purpose of participating in the procedure for the award of the contract in question.
- 6) Personal data may be transferred to public authorities and government offices or other entities authorized by law or performing tasks carried out in the public interest or in the exercise of public authority, in particular, to entities carrying out control activities with respect to the Ordering Party.
- 7) Personal data is transferred to data processors on behalf of the personal data controller.
- 8) You have the right to request personal data from the controller:
  - a) pursuant to Article 15 GDPR, the right to access personal data concerning you,
  - b) pursuant to Article 16 GDPR, the right to rectify your personal data,
  - c) pursuant to Article 18 GDPR, the right to request the controller to restrict the processing of personal data, subject to the cases referred to in Article 18(2) GDPR,
  - d) the right to lodge a complaint with the President of the Office for Personal Data Protection if you consider that the processing of personal data concerning you violates the provisions of the GDPR.
- 9) You are not entitled to:
  - a) in connection with Article 17(3)(b), (d) or (e) GDPR, erase your personal data,
  - b) portability of your personal data referred to in Article 20 of the GDPR,

- c) pursuant to Article 21 GDPR, object to the processing of their personal data, as the legal basis for the processing of their personal data is Article 6(1)(c) GDPR.

## **12. Final provisions**

- 1) All communication in the procurement procedure, including submission of bids, exchange of information between the Ordering Party and Bidders, including asking questions about the request for quotation and transmission of documents and statements, shall be carried out by means of the e-mail address specified in point 1.
- 2) Bidders have the right to ask questions to the contents of the request for quotation through the e-mail address given in point 1 no later than 5 days before the deadline for submission of bids.
- 3) The Ordering Party will inform about the selection of the most advantageous bid via the website.
- 4) Submission of a bid is tantamount to consent to the publication of the Bidder's data and the offered conditions for the execution of the contract specified in the bid.
- 5) Bidders shall bear all costs associated with the preparation and submission of their bids on their own. Bidders agree not to make any claims against the Ordering Party on this account.

## **13. Appendices**

- 1) Model bidding form.