

Polska Wytwórnia Papierów Wartościowych S.A. having its registered seat in Warsaw, 1 R. Sanguszki Street, 00-222 Warsaw is registered in the Register of Entrepreneurs under the number KRS 0000062594 by the District Court for the capital of Warsaw, XII Commercial Division of the National Court Register, having authorized capital of 130 650 380.00 Polish zloty, paid capital of 130 650 380.00 Polish zloty and having tax identification number (NIP) 525-000-10-90.

## **SPECIFICATION OF KEY PROCUREMENT CONDITIONS**

### **Purchase and delivery of the Band Re-Reeling and Counting Machine**

PWPW S.A. / Document SKPC no NW-230-253/23/EŁ dated 22.03.2024

Document contents 4 numbered pages.

#### **I. CONTRACT AWARD PROCEDURE**

1. The procedure will be carried out on the basis of this Specification of Key Procurement Conditions.
2. The procedure consists of the following important stages:
  - a) providing a detailed description of the subject of the contract with attachments,
  - b) providing additional explanations for Contractor,
  - c) submitting an initial offer within the time limit specified in **section IX**,
  - d) technical and organizational arrangements regarding the offer,
  - e) trade negotiations,
  - f) submission of the final offer,
  - g) selection of the Contractor - conclusion of the Agreement.

The Contracting party reserves the right to judge offer, it means to accept or reject presented offer from the technical and formal point and reserves the right to hold an electronic auction.

3. The provisions Public Procurement Law shall not apply to these proceedings.

#### **II. OBJECT OF THE CONTRACT**

1. Object of the contract shall be **purchase and delivery of the Band Re-Reeling and Counting Machine**.
2. A detailed technical specification of the contract has been specified in Appendix No. 1 hereto.

#### **III. CONTRACT COMPLETION DEADLINE AND PLACE**

1. Contracting Authority requires that the Contractor complete the Contract in the shortest possible time.
2. Contract shall be executed at PWPW S.A., 1 Sanguszki Street, Warsaw Poland.

#### **IV. EXCLUSIONS FROM THE PARTICIPATIONS IN THE CONTRACT AWARD PROCEDURE**

The following parties are excluded from the contract awarding procedure:

1. Suppliers or Contractors that during the 3 years preceding the commencement of this procedure caused damage to PWPW S.A. by failing to perform an order placed thereby or by performing the order without due diligence, and the said damage has not been voluntarily redressed as at the date of beginning this procedure;
2. Suppliers or Contractors, including natural persons, partnerships, and legal persons, that are known to have broken the law, are not diligent or reliable;
3. Suppliers or Contractors that were found to supply false information in tendering procedures.
4. The current members of the Contractor's ruling body who have been convicted of crimes:
  - a) committed for financial gain,

- b) committed in connection with a public procurement procedure conducted pursuant to the Public procurement law dated 29 January 2004,
- c) against the rights of persons performing gainful work,
- d) of bribery,
- e) against business transactions,
- f) tax offences or the crime of being a part of an organised crime group or association whose goal was to commit a crime or a tax offence.

## **V. SPECIFICATION OF DOCUMENTS REQUIRED FROM CONTRACTOR**

By joining the contract award procedure the Contractor is obliged to submit representations that:

1. It has the right to be a party to legal transactions.
2. It has the licences necessary to provide services within the framework set forth in this contract award procedure, as well as the necessary knowledge, experience, economic and technical potential, and employees capable of performing the order.
3. It is not subject to exclusion pursuant to item IV of the SKPC.
4. Its financial situation ensures that the order will be performed. If the Contractor's offer is selected as the most advantageous one, then within 3 days it will present documents proving its economic reliability (declarations, certificates, and others).
5. It undertakes to maintain secrecy of technical, technological, organisational, and other information of the Ordering Party that it may obtain in the course of preparing the offer and working for the Ordering Party, and whose disclosure without the Ordering Party's consent might cause damage to the Ordering Party (this obligation also applies to the Contractor's employees and its subcontractors both during the preparation of the offer and after the resolution of the contract award procedure).
6. It has familiarised itself with the detailed description of the subject matter of the procedure included in item II of these SKPC, and that the price quoted in the submitted offer covers all expenses and works required to duly perform the order in line with the Ordering Party's requirements set forth in these Terms of Reference and with the law and standards valid in the Republic of Poland.
7. In the case of its offer being accepted it will observe the regulations in force at the Ordering Party's premises, and in particular the regulations concerning control of access of people and materials, as well as OSH and environmental protection regulations.
8. He is not subject to exclusion under the rules indicated in the provisions of the Law of April 13, 2022 on special solutions to prevent support for aggression against Ukraine and to protect national security (vide Article 7, paragraph 9).
9. It accepts the SKPC unconditionally.
10. The subject matter of the Contractor's offer meets all technical requirements of the procurement procedure set forth in these SKPC.
11. Submission of the above declarations are understood as a condition allowing the Contractor to participate in these proceedings, and failure to submit declarations will constitute a rejection of the Contractor's offer.

## **VI. INFORMATION ON HOW THE CONTRACTING AUTHORITY COMMUNICATES WITH THE CONTRACTOR, INCLUDING PROVISIONS OF THE DOCUMENTS**

1. All kinds of documents (statements, requests, notices, information, etc.) of the Contracting Authority and the Contractor shall be communicated in the electronic form, unless the Contracting Authority allows a different form.
2. The document shall be considered as submitted on time if it reaches the Contracting Authority before the expiry of the deadline.
3. The following person shall be entitled to contact with the Contractor: Elżbieta Łata, e-mail: e.lata@pwpw.pl.
4. Contractor may request the Contracting Authority to explain the details of these Terms of Reference. Questions of the Contractor shall be submitted via the eB2B platform.
5. The Contracting Authority reserves the right to answer the questions that will be sent to the Contracting Authority by 3 working days prior to the deadline for submission of these proceeding (point IX of the SKPC).

6. In particularly justified cases, before the deadline for submission of bids, the Contracting Authority may modify the content of these Terms of Reference.

## **VII. BID BINDING DEADLINE**

1. The Contractor shall remain bound by the bids for a period of 90 days.
2. The period of the bid binding shall begin with the bid submission deadline.

## **VIII. DESCRIPTION OF HOW TO PREPARE BIDS**

1. The Contractor must consider carefully the information contained in these Terms of Reference and prepare bid in accordance with the requirements set out in this document.
2. The Contracting Authority expects the Contractor to refer to all the requirements of this specification and requests clarification or supplementation of the above requirements, if in the opinion of Contractor, acting with the utmost care and skill, such clarification or supplementation is advisable or necessary.
3. The Contractor shall be responsible for determining the quantitative and physical scope of work necessary for the proper performance of the contract.
4. The Contractor shall bear all costs associated with the preparation and submission of the bid, regardless of the result of the procedure.
5. The bid should be prepared either in Polish or in English in a durable and legible technique.
6. The bid must be signed by the person/persons authorized to represent the Contractor and to make commitments in the amount corresponding to the price of the bid, according to the excerpt from the relevant register or record or by the person empowered by the authorized persons, and the power of attorney must be attached to the bid.
7. The Contractor may amend the submitted offer or withdraw it, provided that it does so before the deadline of bids' submission.
8. Information constituting a trade secret of the Contractor shall be provided in such a way that the Contracting Authority can easily define the scope of information covered by professional secrecy.
9. The bid should include:
  - 1) the price for the performance of the contract (covering all costs of implementing the subject of the contract under the conditions set out in this specification),
  - 2) the proposed terms of payment,
  - 3) the duration of the whole contract execution.
10. Appendixes to the bid:
  - 1) up-to-date (not older than 3 months) copy of the register or certificate of entry in the relevant register,
  - 2) statements of the Contractor indicated in paragraph V hereof,

## **IX. PLACE AND DEADLINE FOR SUBMISSION AND OPENING OF BIDS**

1. Initial bids should be sent by April 19, 2024, 01:00 AM via the eB2B platform.
2. Bids received after the deadline shall not be considered.
3. Bids shall be opened at the premises of the Contracting Authority without participation of the Contractor.

## **X. SELECTION CRITERIA AND BID SELECTION**

1. Contracting Authority will select the best of the bids, solely which meets the formal requirements, based on the following criteria: price.

## **XI. CONDITIONS OF AGREEMENT CONCLUSION**

1. The agreement shall be concluded with the selected Contractor within the period prescribed by the Contracting Authority, during the period the bid validity.
2. The selected Contractor is obliged to conclude an agreement with the Ordering Party, the content of which is consistent with the Standard draft of the contract, provided that the draft constitutes an appendix to this specification.

## **XII. COMPLETION REQUIREMENTS FOR OSH AND ENVIRONMENTAL PROTECTION**

1. If the Agreement provides that Contractor's employees or its subcontractors shall perform any work at the Contracting Authority's premises, the Contractor or its subcontractor are obliged to inform the staff assigned to the contract to the Contracting Authority of the following:
  - 1) binding of IMS in force at the Contracting Authority, in particular the environmental policy that requires, among others that our impact on the environment has been identified (by setting environmental aspects, including indirect aspects) and constantly optimized,
  - 2) the provisions relating to the protection of the environment, occupational health and safety, contained in the agreement between the Contractor and the Contracting Authority, under which Contractor's employees or its subcontractors perform work within the Contracting Authority's premises,
  - 3) identified environmental aspects related to the performance of the agreement to the Contracting Authority with particular emphasis on intermediate aspects - directly related to the performance of work for the Contracting Authority by the employees of Contractor or its subcontractors,
  - 4) obligation to inform the relevant departments responsible at the Contracting Authority's for environmental protection, health and safety, in each case of the previously unidentified adverse impacts on the environment or activity incompatible with the provisions of OSH regulations,
  - 5) the right to inform by every employee of the Contractor or its subcontractors the services of Contracting Authority responsible for environmental protection and health and safety such as the Environmental Protection Team - Tel: 235 23 89 or OSH Department - Tel: 235 22 49, leaving out the person responsible in PWPW SA for access to the work area.
2. The relevant provisions referred to in item 1, contained in the contract or agreement do not oblige the Contractors or subcontractors to provide the Contracting Authority with the relevant statement of its employees before starting work, but require that the Contractor had previously provided a statement at each request of PWPW. All of the above provisions also apply to subcontractors of the selected Contractor.

## **XIII. FINAL PROVISIONS**

1. Contracting Authority reserves the right at any time to:
  - 1) amend the conditions of the contract award procedure or content of these Terms of Reference,
  - 2) close the proceedings without making a selection and acceptance of any bid,
  - 3) annul the results of the proceedings without providing the reason.
2. The terms and conditions of the Contractor apply only if they been expressly accepted in writing by the Contracting Authority in the present proceedings.
3. Contracting Authority announces that the Integrated Management System applies in its premises, in respect of quality of products and services, the environment and occupational health and safety.

## **APPENDIXES**

1. Appendix no. 1 – Technical specification
2. Appendix no. 2 – Draft of the Contract
3. Appendix no. 3 – FAT-SAT Tests