

Sanok, 28.11.2025

REQUEST FOR PROPOSAL no. 11/DEW/2025

Concerning the purchase of system for cooling and stacking the compound in containers.

A contract performed as part of the project entitled: *"Development of innovative rubber compounds based on devulcanized waste for use in the production of body seals for the automotive industry"* (hereinafter: "Project"), for which SANOK RUBBER COMPANY S.A. (hereinafter: "Contracting Party") is applying for co-financing under the European Funds for a Modern Economy (FENG) Programme, Priority 1 Support for Entrepreneurs, Call for proposal FENG.01.01-IP.01-002/23 – SMART Path (hereinafter: "Call for Proposals").

1.	Contracting Party	<p>SANOK RUBBER COMPANY SPÓŁKA AKCYJNA with its registered office in Sanok, 38-500 Sanok, ul. Przemyska 24, entered into the Register of Entrepreneurs of the National Court Register by the District Court in Rzeszów, 12th Commercial Division of the National Court Regional, under KRS number 0000099813, share capital: PLN 5,376,384.40, paid-in capital: PLN 5,376,384.40, NIP [Tax Identification Number]: 6870004321, REGON [National Business Registry Number]: 004023400.</p> <p>A contact person authorised by the Contracting Party is:</p> <ol style="list-style-type: none"> 1. Krzysztof Chabko 2. Rafał Szlama <p>e-mail: sciezkasmart_h@sanokrubber.pl</p>
2.	Contract awarding procedure	<ol style="list-style-type: none"> 1. The procedure is conducted in accordance with the principle of competitiveness as referred to in the Guidelines on the eligibility of expenditure for 2021-2027 dated 14.03.2025, 2. The procedure is not subject to the Act of 11 September 2019 – Public Procurement Law (Journal of Laws of 2022, item 1710, as amended). 3. The contract awarding procedure is conducted in Polish. 4. The request for proposal was made public by posting on the Competitiveness Base (hereinafter BK2021): https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl
3.	Description of the subject matter of the contract	<ol style="list-style-type: none"> 1. The subject of the order is Delivery and installation of a system for cooling and stacking the compound in containers. 2. The device will form an integral part of the devulcanization line connected to the associated equipment and the central control system. 3. The device must have a complete control system along with cabling to make it possible to conduct acceptance tests. 4. Capacity min. 500[kg/h], 5. Required working scheme - 24/7 6. The contract includes delivery along with commissioning and training. 7. Transport to the contracting party's location and any possible customs duties paid by the supplier (under DAP Sanok, Incoterms 2010), 8. Guarantee: at least 24 months 9. Technical Commissioning conditions: <ol style="list-style-type: none"> 9.1. Achieving a capacity of 500 [kg/h] for material flow at the limiting viscosities specified in the detailed technical parameters,

		<p>9.2. Trial production using the system for a minimum of 465[min] - 1 production shift (possible shortening of the test time by SRC) with the achievement of the required performance and efficiency,</p> <p>9.3. Commissioning and training.</p> <p>9.4. Providing complete documentation.</p> <p>10. The offered subject matter of the agreement and all its elements are brand new.</p> <p>11. The detailed description of the subject of the contract is provided in Annex 4.</p>
4.	Name and code of the subject matter of the contract as defined in the Common Procurement Vocabulary (CPV)	<p>42000000-6 – Industrial machinery</p> <p>42900000-5 – Miscellaneous general and special-purpose machinery</p>
5.	Conditions for material changes to the agreement	<p>Conditions for Material Amendments to the Agreement Concluded as a Result of the Procurement Procedure.</p> <ol style="list-style-type: none"> 1. The Contracting Party provides for the possibility to amend the provisions of the agreement concluded with the selected Contractor in relation to the content of the bid on the basis of which the Contractor was selected. 2. The permissible scope of amendments includes in particular: <ol style="list-style-type: none"> 2.1. specifying advance payments towards the remuneration; 2.2. changing the method of payment of remuneration from a lump sum to instalments (stage payments) or from instalments to a lump sum; 2.3. changing the payment date for the remuneration or any part thereof; 2.4. introducing amendments resulting from changes to the generally applicable provisions of law after the conclusion of the agreement, to the extent necessary to adapt the Agreement to such changes, including, in particular, amendments resulting from changes in VAT rates; 2.5. modifying the specification of the subject matter of the agreement, provided that such modification does not affect the contract price, in cases where equivalence of the proposed solutions is ensured, or where the Contractor proposes alternative solutions that are more advantageous for the Contracting Party, provided that the Contractor demonstrates the superiority or benefit of such solutions; 2.6. amending the final completion date of the contract, the commencement date, or the deadlines for individual stages of contract performance, if: <ol style="list-style-type: none"> 2.6.1. an unforeseeable factual, legal, or economic circumstance occurs after the conclusion of the agreement, or a force majeure event arises—an event for which neither Party is responsible—resulting in the impossibility of proper performance of the agreement, including difficulties arising from the Covid-19 pandemic or any other epidemic/state of epidemic threat, such as administrative restrictions, interruptions in international transport, etc.. 2.6.2. the performance of the contract within the period specified in the Agreement becomes impossible due to circumstances attributable to or for which the Contracting Party is responsible,

		including those resulting from the schedule of the Project under which the contract is implemented. 3. All amendments and additions to the agreement with the Contractor shall be made in writing, otherwise being null and void.
6.	Information on supplementary contracts	Not applicable
7.	Information on the possibility to submit partial bids or variants	1. The Contracting Party does not provide for a possibility to submit partial bids 2. The Contracting Party does not provide for a possibility to submit variants.
8.	Deadline for performing the contract	1. The Contractor shall be obliged to perform the subject matter of the contract by 8 October 2026.
9.	Schedule for the Performance of the Contract	1. The schedule shall be prepared by the Contractor.
10.	Terms and conditions for participating in the procedure and a description of the method used to assess their fulfilment	<p>1. Contractors Eligible to Submit Bids Contractors may apply for the award of the contract provided they meet the participation conditions regarding:</p> <p>1.1. Economic or Financial Standing:</p> <p>1.1.1 No liquidation or bankruptcy proceedings have been initiated against the Contractor, the Contractor has not entered into an arrangement with creditors, the Contractor's business activity has not been suspended, and the Contractor is not in any other similar situation resulting from a comparable procedure provided for under the laws of the place where such procedure was initiated. As confirmation of meeting this requirement, the Contractor shall submit a statement in the Bid Form.</p> <p>1.1.2 The Contractor has not breached its obligations relating to the payment of taxes, fees, or social security or health insurance contributions, unless the Contractor has, prior to the deadline for submission of bids, paid all outstanding amounts together with any applicable interest or penalties, or has entered into a binding agreement for their repayment. As confirmation of meeting this requirement, the Contractor shall submit a statement in the Bid Form.</p> <p>1.1.3 The Contracting Party requires that the Contractor holds civil liability insurance covering its business activities related to the subject matter of the contract, for an insured sum not lower than the value of the submitted offer increased by 50% (fifty percent), and in any case not less than PLN 2,000,000.00 (two million zlotys). As confirmation of meeting this requirement, the Contractor shall submit a statement in the Bid Form and provide a document confirming that they have civil liability insurance related to the conducted activity connected with the subject of the contract, with the guarantee sum specified in this section.</p> <p>1.1.4 The Contracting Party requires that the Contractor has achieved an average annual revenue over the last three (3) financial years of not less than PLN 4,000,000.00 (in words: four million zlotys) in the field related to the subject matter of the.</p>

		<p>To confirm compliance with this condition, the Contractor shall submit a statement in the Offer Form indicating the achievement of the Contractor's annual revenue within the scope of the order for the period 2021-2024.</p> <p>1.2. Technical and Professional Capacity:</p> <p>1.2.1 The Contractor, in order to demonstrate possession of the necessary knowledge, experience, technical potential, and personnel capable of executing the subject of the contract, shall demonstrate that within the last 15 years prior to the deadline for submission of bids, they have duly completed at least three projects involving the construction of devices for cooling non-vulcanized rubber materials.</p> <p>To confirm fulfillment of this requirement, the Contractor shall submit a statement in the Offer Form confirming the proper execution of these projects along with a declaration that these investments meet the contract requirements.</p> <p>2. The submitted documents and statements must clearly demonstrate that the Contractor meets all the above-mentioned conditions.</p> <p>3. The assessment of compliance with the above conditions shall be made on a "complies / does not comply" basis. The evaluation shall be based on the documents referred to in the Request for Quotation.</p> <p>4. Failure to meet any of the above conditions for participation in the procedure shall result in the exclusion of the Contractor, following a prior request to supplement the missing documents confirming compliance with the stated requirements.</p> <p>5. The bid submitted by an excluded Contractor shall be deemed rejected.</p> <p>6. Terms of Payment:</p> <p>- <u>Advance payment</u>: constituting no more than 30% of the total value of the subject matter of the contract, payable after the agreement has been concluded, on the basis of a proforma invoice (foreign contractors) or an advance invoice (domestic contractors) and a bank guarantee issued in favour of SRC securing the reimbursement of the advance payment</p> <p>- <u>Second instalment</u>: of the payment, constituting the difference between the total value of the subject matter of the contract and the remaining instalments agreed upon, payable after the subject matter of the contract has been delivered to SRC's registered office, on the basis of a commercial invoice for the total value of the contract indicating the payments already made or before delivery upon presentation of a bank guarantee issued in favour of SRC securing reimbursement of the amount and after preliminary acceptance at the contractor's registered office</p> <p>- <u>Third instalment</u>: of the payment constituting no less than 10% of the total value of the subject matter of the contract, payable after the technical acceptance procedure of the subject matter of the contract at the Contracting Party registered office has been successfully completed.</p>
11.	Bid Security	<p>1. Contractors participating in the procedure are required to provide a bid bond in the amount of EUR 10,000 (in words: ten thousand euros, zero cents)</p> <p>2. The bid security must be submitted prior to the deadline for the submission of bids;</p> <p>3. The bid security may be submitted, at the Contractor's choice, in one or more of the following forms:</p> <p>3.1. cash;</p>

		<p>3.2. bank guarantee;</p> <p>3.3. insurance guarantee;</p> <p>3.4. suretyship granted by entities referred to in Article 6b(5)(2) of the Act of 9 November 2000 on the Establishment of the Polish Agency for Enterprise Development (Journal of Laws of 2020, item 299, as amended: items 807 and 1079 of 2022)</p> <p>4. Bid security submitted in cash shall be paid by bank transfer to the Contracting Entity's bank account:</p> <p>4.1. payments in EUR: IBAN: PL76 1240 2340 1978 0000 3191 2145; BIC/SWIFT: PKOPPLPWXXX (Pekao S.A), with the note: "Bid Security – 11/DEW/2025".</p> <p>5. Submission of the bid security shall be deemed effective only if the required amount is credited to the Contracting Entity's bank account before the deadline for submitting bids.</p> <p>6. Bid security paid in cash shall be held in a bank account maintained by the Contracting Entity.</p> <p>7. If the bid security is submitted in the form of a guarantee or surety referred to in points 3.2 – 3.4 above, the Contractor shall provide the Contracting Entity with the original document of the guarantee or surety in electronic form.</p> <p>8. A bid security submitted in the form of a bank or insurance guarantee shall include a clause stating that payment under the guarantee is irrevocable, unconditional, and payable upon the first written demand of the Contracting Entity. Such guarantee must remain valid throughout the entire period during which the Contractor is bound by its bid, starting from the bid submission date.</p> <p>9. The Contracting Entity shall return the bid security without undue delay, but no later than within 14 days from the occurrence of one of the following events:</p> <p>9.1. expiry of the bid validity period;</p> <p>9.2. conclusion of the agreement for the execution of the contract;</p> <p>9.3. cancellation of the procurement procedure.</p> <p>10. The Contracting Entity shall return the bid security without undue delay, but not later than within 14 business days from the date of receiving a written request from the Contractor who:</p> <p>9.1. has withdrawn its bid before the deadline for submission of bids;</p> <p>9.2. has had its bid rejected;</p> <p>9.3. following the selection of the most advantageous bid, is not the Contractor whose bid was selected as the most advantageous;</p> <p>9.4. after the cancellation of the procurement procedure.</p> <p>11. The Contracting Entity shall retain the bid security, together with any interest accrued thereon, if the Contractor whose bid has been selected:</p> <p>10.1. fails to submit all required documents;</p> <p>10.2. refuses to sign the contract on the terms specified in the bid;</p> <p>10.4. causes the conclusion of the contract to become impossible for reasons attributable to the Contractor.</p> <p>12. Where the bid security has been paid in cash, the Contracting Entity shall return it together with any interest accrued on the account where it was held, less any bank account maintenance fees and bank transfer charges to the bank account indicated by the Contractor.</p> <p>13. The Contracting Entity shall reject the bid if:</p> <p>13.1. the Contractor has failed to submit the bid security; or</p> <p>13.2. the bid security has been submitted incorrectly; or</p> <p>13.3. the bid security has not been maintained continuously until the expiry of the bid validity period; or</p>
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12.	Grounds for exclusion	<p>1. Entities with capital or personal relations to the Contracting Party are excluded from participation.</p> <p>Capital or personal relations are understood as mutual relations between the Contracting Party or persons authorised to incur liabilities on its behalf, or persons performing activities on behalf of the Contracting Party connected with conducting the procedure for selecting a contractor, and the Contractor, consisting in particular in the following:</p> <p>1.1. participating in a company as a partner in a civil partnership or a partnership, holding at least 10% of shares (unless a lower threshold is stipulated by law), serving as a member of a supervisory or management body, member of commercial power of attorney, attorney-in-fact,</p> <p>1.2. being married to or being in a relationship of lineal consanguinity or affinity, or in a relationship of collateral consanguinity or affinity up to the second degree, or being related due to adoption, custody or guardianship, or living in cohabitation with the Contracting Party, its legal representative or members of the management or supervisory bodies of the Contracting Party,</p> <p>1.3. remaining with the Contracting Party in such a legal or factual relationship that there are reasonable doubts as to their impartiality or independence in relation to the contract awarding procedure.</p> <p>2. In order to confirm that there are no grounds for exclusion, the Contractor submits, together with the bid, a statement on the lack of personal or capital relations according to the template constituting Appendix 2 to the Request for Proposal. The statement shall be submitted by the Contractor signed with a qualified electronic signature.</p> <p>3. The Contracting Party requires a statement on the lack of personal or capital relations from entities whose resources the Contractor relies on to prove the fulfilment of the condition for participating in the procedure. A statement of those entities, signed by persons authorized to represent the entity whose resources the Contractor invokes, is to be submitted by the Contractor together with the bid signed with a qualified electronic signature.</p> <p>4. The Contracting Party requires a statement on the lack of personal or capital relations from subcontractors. The Contractor's subcontractor submits a statement to the Contracting Party before they start to perform activities under this contract. If the Contracting Party determines that there are grounds for exclusion with respect to a given subcontractor, the contractor is obliged to replace that subcontractor or resign from entrusting a part of the contract to that subcontractor.</p> <p>5. Contractors excluded on the basis of Article 7(1) in conjunction with Article 7(9) of the Act of 13 April 2022 on Special Solutions for Counteracting Support for Aggression against Ukraine and Serving to Protect National Security (Journal of Laws, item 835) hereinafter referred to as the "Act" are excluded from participating in the procedure:</p>

		<p>5.1. a contractor appearing on the lists specified in Regulation 765/2006 and Regulation 269/2014 or appearing on the list on the basis of a decision on inclusion in the list ruling on the application of the measure referred to in Article 1(3) of the Act;</p> <p>5.2. a contractor whose beneficial owner, within the meaning of the Act of 1 March 2018 on Preventing Money Laundering and Terrorist Financing (Journal of Laws of 2022, items 593 and 655), is a person appearing on the lists specified in Regulation 765/2006 and Regulation 269/2014 or listed as such beneficial owner as of 24 February 2022, provided that they have been listed on the basis of a decision on inclusion in the list ruling on the application of the measure referred to in Article 1(3) of the Act;</p> <p>5.3. a contractor whose parent company, within the meaning of Article 3(1)(37) of the Accounting Act of 29 September 1994 (Journal of Laws of 2021, items 217, 2105 and 2106), is an entity listed in the lists specified in Regulation 765/2006 and Regulation 269/2014 or listed or being such a parent entity as of 24 February 2022, provided that it has been listed on the basis of a decision on inclusion in the list ruling on the application of the measure referred to in Article 1(3) of the Act.</p> <p>6. The following Contractors are excluded from participating in the procedure:</p> <p>6.1. in respect of whom liquidation has been opened or bankruptcy has been declared;</p> <p>6.2. who have submitted bids that do not comply with the requirements specified in the request for proposal.</p> <p>6.3. who have provided false information likely to affect the outcome of the procedure;</p> <p>6.4. The bid of the excluded Contractor is deemed to have been rejected.</p>
13.	Deadline for submitting bids	1. Bidders will be bound by their bids for a period of 60 days from the date indicated as the deadline for submitting bids.
14.	Description of bid preparation	<p>1. The bid should be made legibly and in writing, signed with a qualified electronic signature.</p> <p>2. The bid must be complete, drawn up in one copy and in accordance with the contents and requirements of the Request for Proposal.</p> <p>3. Each Contractor may only submit one bid. If more than one bid or variant is submitted, all bids from the respective Bidder will be rejected.</p> <p>4. The price offered should include all costs related to the performance of the contract, taking into account all requirements specified in the request for proposal. The bid price should be presented in PLN. If a given amount is expressed in a currency other than PLN, the Contracting Party will take into account its value in PLN calculated in accordance with the exchange rate of the National Bank of Poland for the currency in question on the day preceding the deadline for submitting the bid.</p> <p>5. Contractors bidding for the contract in question are required to submit the following documents <u>signed with a qualified electronic signature</u>:</p>

		<ol style="list-style-type: none"> 5.1. a bid form according to the model presented in Appendix 1 to the Request for Proposal; 5.2. an extract from the appropriate register or from the Central Registration And Information on Business (CEIDG), if separate regulations require an entry in the register or records a (printout from CEIDG, an extract from KRS) or other register applicable in the country in which the offeror; 5.3. a power of attorney to sign the bid, if the person signing is not authorized based on the registration document; 5.4. a statement on the lack of personal or capital relations, in accordance with the model specified in Appendix 2 to the request; 5.5. a document confirming that the Contractor holds civil liability insurance covering its business activities related to the subject matter of the contract, for the insured sum specified in point 10 → 1.1.3 of the Request for Quotation, together with proof of payment of the policy; 5.6. proof of submission of the bid security; 5.7. a detailed offer or specification including technical data of the proposed solutions and devices, <u>including a detailed layout of the entire unit</u>, fitted within the area required by the technical specification. The layout must show the arrangement of individual components and ensure compliance with the requirements concerning dimensions, service accessibility, and installation conditions as defined in the procurement documentation and layout.; 5.8. an information clause regarding personal data, in accordance with the template provided in Annex No. 3 to the Request for Quotation; 6. In the event that the Contractor's bid lacks the documents listed in point 10 → 1. and point 14 → 5., or if the submitted documents do not confirm compliance with the participation conditions, or if the submitted documents are incomplete, contain errors, or raise doubts indicated by the Contracting Entity, the Contracting Entity may request the Contractor to resubmit them within a deadline set by the Contracting Entity. 7. Contractors are liable for any and all costs they incur in relation to drawing up and submitting their bid regardless of the outcome of the procedure; 8. The bid and all required statements must be signed by persons authorized to represent the company in business transactions, in accordance with the registration document and applicable law, and shall be signed with a qualified electronic signature. 9. Documents submitted in copy form must be certified as true copies of the original by persons authorized to sign the bid, through the use of a qualified electronic signature. 10. The Contractor may designate information contained in the bid as a trade secret within the meaning of the provisions on combating unfair competition, provided that, no later than the deadline for submission of bids, the Contractor has reserved that such information must not be disclosed and has demonstrated that the designated information constitutes a trade secret. Information designated as a trade secret shall not be disclosed if, no later than the deadline for submission of bids, the Contractor has reserved that it may not be disclosed and has provided evidence that the designated information constitutes a trade secret. If explanations demonstrating that the designated information constitutes a trade secret are not provided, the designation of information as a trade secret shall be ineffective.
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15.	Deadline for and method of submitting bids	<ol style="list-style-type: none"> 1. Bids must be submitted by 12.12.2025, 2. Bids should be submitted via the BK2021 application available at https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/. 3. A bid is considered to have been submitted on time on the basis of the date it was submitted via the Competitiveness Base. 4. The Contractor may amend its bid or withdraw its submitted bid before the deadline for submitting bids specified in the Request for Proposal via the BK2021 application available at https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/.
16.	Principles regarding communication between the Contracting Party and the Contractor in the course of the procedure	<ol style="list-style-type: none"> 1. Communication throughout the contract awarding procedure, including announcing the request for proposal, submitting bids, amending or withdrawing a bid by the Contractor, exchanging information between the Contracting Party and the Contractor, and transmitting documents and statements, is in writing via BK2021 available at https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/. 2. The content of the questions concerning the request for proposal along with the Contracting Party's explanations will be published at https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/. The Contracting Party reserves the right not to reply if a question is asked less than 3 days before the deadline for submitting bids. 3. A deviation from the communication referred to in point 16.1 is permitted to the extent that it is not possible to comply with the mode of communication in the Competitiveness Base 4. The Contracting Party allows the communication specified in point 16.1 to be waived in the following cases: <ol style="list-style-type: none"> 4.1. at the written, justified request of the Contractor when this is necessary due to the need to protect sensitive information that cannot be sufficiently guaranteed using BK2021. In such a situation, the Contracting Party allows for the documents containing such information to be submitted using a separate, secure e-mail address: 4.2. after the deadline for submitting bids, including in particular: <ol style="list-style-type: none"> 4.2.1. submission by the Contractor of a request for the return of the bid security, 4.2.2. request by the Contracting Entity for the Contractor to provide explanations and/or supplement documents in connection with the submitted bid, 4.2.3. submission by the Contractor of explanations and/or documents in response to the request, 4.2.4. notification of Contractors regarding the outcome of the procedure.

		5. Communication between the Contracting Party and the Contractor after the deadline for submitting bids is by e-mail, using the Contracting Party's e-mail: sciezkaSMART_h@sanokrubber.pl
17.	Information on possible amendments to the Request for Proposal / Appendices	<ol style="list-style-type: none"> 1. The content of the request for proposal or appendices thereto may be modified before the deadline for submitting bids expires, e.g. following the provision of explanations to bidders' questions. In this case, the Contracting Party will specify the extent of the changes in the request for proposal. 2. The Contracting Party will extend the deadline for submitting bids by the time required to make modifications to the bids, if necessary due to the scope of modifications.
18.	Description of the bid price calculation method	<ol style="list-style-type: none"> 1. The bid price, i.e., the price at which the Contractor undertakes to perform the contract, must include all costs incurred by the Contractor in connection with the execution of the contract, including VAT or an equivalent tax applicable in the Contractor's country of residence, calculated in accordance with the applicable regulations in this regard. 2. If a given amount is expressed in a currency other than PLN, the Contracting Party will take into account its value in PLN calculated in accordance with the exchange rate of the National Bank of Poland for the currency in question on the day preceding the deadline for submitting the bid. 3. The gross price expressed in Polish zlotys, in accordance with the Bid Form, shall be used to compare submitted bids for the purpose of selecting the most advantageous one and shall be calculated to two decimal places. 4. The basis for calculating the bid price shall be this Request for Quotation together with all its appendices. 5. The price shall be calculated as a lump-sum price, taking into account all costs related to the execution of the contract, as well as any economic risks resulting from circumstances that could not have been foreseen at the time of concluding the contract. 6. The bid price shall be calculated as a lump-sum price in accordance with Article 632 of the Act of 23 April 1964 – the Civil Code (consolidated text: Journal of Laws of 2018, item 1025, as amended). 7. The price must include all costs related to the execution of the subject matter of the contract. 8. The Contractor shall bear the financial consequences of any errors in the bid. The price indicated in the Bid Form shall not be subject to further or additional negotiations. 9. If the price or cost offered appears to be abnormally low in relation to the subject matter of the contract, i.e. differs by more than 30% from the arithmetic mean of the prices of all valid, non-rejected bids, or raises doubts of the Contracting Entity as to the feasibility of performing the contract in accordance with the requirements set out in the Request for Quotation or applicable regulations, the Contracting Entity shall request the Contractor to submit, within a specified time limit, explanations including evidence concerning the calculation of the price or cost. The Contracting Entity shall assess these explanations in consultation with the Contractor. The Contracting Entity shall reject the Contractor's bid if the submitted explanations and evidence do not justify the price or cost indicated therein.
19.	Evaluation criteria,	<ol style="list-style-type: none"> 1. For the purposes of this procedure, the Contracting Entity shall apply the evaluation principles specified below.

	<p>information on the weights assigned to individual evaluation criteria, and a description of the method for awarding points for meeting each evaluation criterion</p>	<p>2. Each criterion has been assigned a specific weight reflecting its relative importance in the overall assessment of bids.</p> <p>3. The total number of points available is 100.</p> <p>4. Criterion 1: Total Offer Price for the Subject of the Contract Weight: 95% The number of points awarded to a bid under this criterion (denoted as PC) shall be calculated according to the following formula:</p> $PC = \frac{C_{min}}{C_o} \times 95$ <p>where: PC – number of points awarded to the evaluated bid under the criterion Total Offer Price for the Subject of the Contract, C_{min} – the lowest total gross offer price among all non-rejected bids, C_o – total gross offer price of the evaluated bid, 95 – weight of the criterion expressed in points.</p> <p>5. Criterion 2: Offered Electric Energy Consumption per Kilogram of Processed Material Weight: 3% The number of points awarded under this criterion (denoted as PE) shall be determined according to the following rule:</p> <p>for a declared value of electric energy consumption below 0.032 kWh/kg – 3 points, for a declared value equal to or exceeding 0.032 kWh/kg – 0 points.</p> <p>The Contractor shall provide supporting documentation confirming the declared energy consumption value (e.g. technical calculations, catalog sheets, or equivalent technical documentation).</p> <p>6. Criterion 3: Offered System for Automatic Control / Shutdown of Fans Weight: 2%</p> <p>This criterion (designation: PN) evaluates the use of an automatic fan control/shutdown system aimed at optimizing energy consumption depending on the presence of the compound in the system.</p> <p>Points shall be awarded as follows: 2 points – for offering a system meeting above condition, 0 points – in all other cases.</p> <p>7. Overall Bid Evaluation</p> <p>The total number of points (P) awarded to the evaluated bid shall be calculated according to the following formula:</p> $P=PC+PE+PN$ <p>where: PC – points for Criterion 1 (Total Offer Price), PE – points for Criterion 2 (Energy Consumption), PN – points for Criterion 3 (Automatic Fan Control System).</p> <p>8. Bid Selection Rules</p> <p>8.1. Only bids not subject to rejection shall be evaluated.</p>
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20.	Information regarding the publication of the notice of selecting the most advantageous bid	<p>1. The Contracting Entity, upon conclusion of the procurement procedure, shall publish the relevant notification on the Request for Quotation page in the Competitive Bidding Database (Baza Konkurencyjności)</p>
21.	Information on the invalidation of the procedure and rejection of bids	<p>1. The Contracting Party anticipates the following circumstances allowing/conditioning the invalidation of the procedure:</p> <p>1.1. the price of the most advantageous bid exceeds the amount allocated by the Contracting Party for performing the procedure in question;</p> <p>1.2. the procedure is vitiated by an irremovable defect that makes it impossible to award the contract in accordance with the principle of fair competition and equal treatment of contractors or the applicable legal provisions;</p> <p>1.3. without stating a reason, in particularly justified cases.</p> <p>2. The Contracting Party rejects a bid if:</p> <p>2.1. it does not comply with the content of this request for proposal;</p> <p>2.2. its submission constitutes an act of unfair competition within the meaning of the provisions on combating unfair competition;</p> <p>2.3. it contains an abnormally low price in relation to the subject matter of the contract;</p> <p>2.4. it is invalid under the provisions of generally applicable law in force.</p>
22.	Green Public Procurement Criteria	<p>1. As part of the Green Public Procurement Policy, the Contracting Entity has established the following parameters:</p> <p>1.1. Energy efficiency class of the motor in compliance with Regulation (EU) 2019/1781 laying down eco-design requirements for electric motors and variable speed drives pursuant to Directive 2009/125/EC of the European Parliament and of the Council;</p> <p>1.2. The device shall be equipped with an automatic fan control/shutdown system aimed at optimizing energy consumption depending on the presence of the compound in the system;</p> <p>1.3. Maximum required energy consumption: 0,036 [kWh/kg].</p> <p>2. Compliance with the above requirements shall be confirmed by the information provided by the Contractor in the Bid Form.</p>
23.	Final provisions	<p>1. Matters not regulated in this request for proposal are governed by the provisions of the Act of 23 April 1964 – Civil Code (Journal of Laws of 2016, item 93, as amended) and the Guidelines of the Minister of Funds and Regional Policy on the eligibility of expenditure for 2021-2027 dated 18.11.2022.</p>

		<ol style="list-style-type: none"> 2. Contractors are not entitled to legal protection measures with regard to the procedure under the provisions of the Act of 11 September 2019 – Public Procurement Law (Journal of Laws of 2022, item 1710, consolidated text). 3. If the Contractor whose bid was selected evades entering into the Agreement, the Contracting Party will select the most advantageous bid from among the remaining bids submitted. 4. Submission of a bid implies that the Contractor accepts all the terms and conditions of this request for proposal. 5. Contractors are liable for any and all costs they incur in relation to drawing up and submitting their bid regardless of the outcome of the procedure. Under no circumstances is the Contracting Party liable for any costs incurred by Contractors in relation to preparing and submitting their bids and does not provide for the reimbursement of costs related to their participation in the procedure. The contractors undertake not to raise any claims on this account against the Contracting Party. 6. Contractors have no claims against the Contracting Party if their bid is rejected. 7. Contractors will read the Information Clause related to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (Official Journal of the EU L 119 of 04.05.2016, p. 1) ("GDPR"). The contractor, when applying for the award of a public contract, is obliged to comply with all formal and legal obligations relating to participation in the procedure arising out of the GDPR, in particular the information obligation provided for in Article 13 of the GDPR in relation to natural persons being data subjects and from whom the contractor has directly obtained such data.
<div style="text-align: right; margin-top: 100px;"> <p>.....</p> <p><i>signature of the Contracting Party</i></p> </div>		

Annexes:

1. Bid Form
2. Statement on the Absence of Personal or Capital Links
3. Information Clause on Personal Data Processing
4. Detailed Description of the Subject of the Contract.