

DOCUMENT FOR CONVENIENCE ONLY
REQUEST FOR PROPOSAL
no . NEM/03/44/2025 of 01.12.2025

Applicable to delivery:

64 g/m² carbon reinforcement

160 g/m² carbon reinforcement

375 g/m² carbon reinforcement

I. NAME AND ADDRESS OF THE CONTRACTING AUTHORITY

New Era Materials sp. z o.o.
Komandosów Street 1/7
32-085 Modlniczka
Poland
NIP:8522600335

II. PROCEDURE OF AWARD OF THE CONTRACT AND TYPE OF CONTRACT

The procedure is conducted in connection with the implementation of the project entitled: "Development and implementation of innovative technology for the production of prepregs" as part of the project SMART FENG.01.01-IP.01-A0SU/24. The procedure is conducted in accordance with the principle of competitiveness specified in sub-chapter. 3.2 in the Guidelines on the eligibility of expenditure for 2021-2027 of 14.03.2025. The provisions of the Act of 11 September 2019 do not apply to the present proceedings. Public Procurement Law.

III. DESCRIPTION OF THE SUBJECT OF THE CONTRACT

3.1. Category: Delivery

3.2. Subcategory: Other deliveries

3.3. The subject of the contract is:

carbon reinforcement with a weight of 64 g/m²carbon reinforcement with a weight of 160 g/m²carbon reinforcement with a weight of 375 g/m²

The required technical parameters

of "**carbon reinforcement with a weight of 64 g/m²carbon reinforcement with a weight of 160 g/m²carbon reinforcement with a weight of 375 g/m²**", are presented in Annex No. 2 to the inquiry.

3.4. Category of the subject of the contract according to the Common Procurement Vocabulary (CPV):
19211000-8 - Synthetic woven fabrics

IV. PLACE OF IMPLEMENTATION OF THE PROJECT

4.1. Modlniczka 32-085, Poland

V. ORDER COMPLETION AND PAYMENT DEADLINE

5.1. Order completion date:

Completion of delivery by 19.12.2025

- 5.2. Minimum payment deadline for the final invoice: at least 30 days from the moment of issuing and delivering the VAT invoice, after the delivery of the subject of the order and the signing of the acceptance protocol.

Possible payment scheme:- final payment 100% payable within a minimum of 30 days after delivery of the subject of the order.

VI. CONDITIONS FOR PARTICIPATION IN THE PROCEDURE AND GROUNDS FOR EXCLUSION

CONDITIONS FOR PARTICIPATION IN THE PROCEDURE

- 6.1. Bidders who meet the following conditions may apply for the award of the contract:

6.1.1. Delivery of the subject of the order:

Completion of delivery by 19.12.2025

Method of assessment of the condition:

The assessment of the fulfilment of the above condition will take place in the formula "satisfies/does not meet". This condition shall be deemed to be met by the Contracting Authority if the Bidder submits an appropriate statement, the template of which has been made available together with this Request for Proposal as Appendix No. 1.

6.1.2. Minimum shelf life:

The shelf life for each of the elements of the subject of the order is at least 24 months from the date of production.

Method of assessment of the condition:

The assessment of the fulfilment of the above condition will take place in the formula "satisfies/does not meet". This condition shall be deemed to be met by the Contracting Authority if the Bidder submits an appropriate statement, the template of which has been made available together with this Request for Proposal as Appendix No. 1.

6.1.3. Minimum payment term:

Minimum deadline for final payment: 30 days from the moment of issuing and delivering the VAT invoice, after the delivery of the subject of the order and the signing of the acceptance protocol.

Possible payment scheme:- final payment 100% payable within 30 days after delivery of the subject of the order.

Method of assessment of the condition:

The assessment of the fulfilment of the above condition will take place in the formula "satisfies/does not meet". This condition shall be deemed to be met by the Contracting Authority if the Bidder submits an appropriate statement, the template of which has been made available together with this Request for Proposal as Appendix No. 1.

6.1.4. Economic or financial situation

The Contracting Authority shall consider that the Tenderer meets this condition if it submits a declaration that it is in an economic and financial situation ensuring the proper performance

of the contract, in particular it is not in a state of bankruptcy, restructuring or liquidation, and on the basis of the following documents submitted by the Tenderer, i.e.:

- a) paid policy or other documents confirming that the Bidder is insured against civil liability in the amount of PLN 100,000.00,
- b) a certificate from the competent head of the tax office confirming that the Bidder is not in arrears with the payment of taxes, issued no earlier than 3 months before the deadline for submission of bids, or another document confirming that the Bidder has entered into an agreement with the competent tax authority on the repayment of these receivables together with any interest or fines, in particular has obtained the exemption, deferral or instalment payment of overdue payments provided for by law, or suspension of the implementation of the decision of the competent authority in its entirety (until the certificate is obtained, it is possible to present the Bidder's statement in the above-mentioned scope). If the Contractor has its registered office or place of residence outside the territory of the Republic of Poland, instead of documents, it submits a document or documents issued in the country in which it has its registered office or place of residence, translated into Polish or English, confirming that it is not in arrears with the payment of taxes.

Until the certificate is obtained, it is possible to present the Bidder's statement in the above-mentioned scope.

Method of assessment of the condition:

The assessment of the fulfilment of the above condition will take place in the formula "satisfies/does not meet". This condition shall be deemed to be met by the Contracting Authority if the Bidder submits an appropriate statement, the template of which has been made available together with this Request for Proposal as Appendix No. 1. The documents required by the Contracting Authority in order to confirm the fulfilment of the conditions for participation in the procedure should be submitted in the form of an original or a copy certified as being true to the original by the Bidder.

GROUND FOR EXCLUSION FROM THE PROCEEDINGS

6.2. Grounds for exclusion

6.2.1. The Contracting Authority informs that the contract will be awarded as part of a project in which the Contracting Authority is obliged to apply the procedures described in the document "Guidelines on the eligibility of expenditure for 2021-2027", therefore the Contracting Authority and the Contractor are subject to the prohibition of personal or capital ties, referred to in subsection 3.2 "Principle of competitiveness" of the above-mentioned Guidelines. Therefore, we would like to inform you that in order to avoid a conflict of interest, the contract may not be awarded to entities related in person or capital to the person announcing the contract. This means that entities related to the Contracting Authority in terms of personal or capital are excluded from participation in the procedure.

Capital or personal ties shall be understood as mutual links between the Ordering Party or persons authorised to incur obligations on behalf of the Contracting Authority, or persons performing on behalf of the Contracting Authority activities related to the preparation and conduct of the contractor selection procedure and the Bidder, consisting in particular in:

- a) participation in a company as a partner in a civil partnership or partnership,
- b) holding at least 10% of shares or stocks, unless a lower threshold results from the provisions of law,

- c) performing the function of a member of a supervisory or management body, proxy, proxy,
- d) being married, in a relationship of kinship or affinity in the direct line, kinship or affinity in the collateral line to the second degree, or being connected by adoption, guardianship or guardianship,
- e) cohabitation with the Bidder, its legal representative or members of the management or supervisory bodies of the Bidders applying for the award of the contract,
- f) remaining in such a legal or factual relationship with the Tenderer that there is a reasonable doubt as to impartiality or independence in connection with the procurement procedure.

Method of verifying the grounds/absence of grounds for exclusion:

The verification will take place on the basis of the Bidder's statement and the statements of the Contracting Authority and persons performing activities related to the preparation and implementation of the contractor selection procedure on behalf of the Contracting Authority.

6.2.2 Entities in relation to which the following circumstances occur are also excluded from participation in the proceedings:

- a) described in Article 7(1) of the Act of 13 April 2022 on special arrangements for counteracting support for aggression against Ukraine and for the protection of national security;
- b) described in Article 5k of Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine (Official Journal of the European Union). EU No. L 229 of 31.07.2014, p. 1), as amended by Council Regulation (EU) No 2023/1214 of 23.06.2023. amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine (OJ L.2023.159I.1).

Method of verifying the grounds/absence of grounds for exclusion:

The assessment of the fulfilment of the above condition will take place in the formula "satisfies/does not meet". This condition shall be deemed to be met by the Contracting Authority if the Bidder submits an appropriate statement, the template of which has been made available together with this Request for Proposal as Appendix No. 1.

6.3. Bids submitted by entities that do not meet the conditions for participation in the procedure or for which there are grounds for exclusion from participation in the procedure are subject to rejection and will not be evaluated.

VII. DESCRIPTION OF HOW THE PRICE IS CALCULATED

- 7.1.** The price should be calculated in net and gross value and entered in the offer form.
- 7.2.** Prices expressed in a currency other than PLN will be converted into PLN according to the average exchange rate of the National Bank of Poland on the date of initiating the proceedings.
- 7.3.** The price should include all costs related to the execution of the order.
- 7.4.** The price specified in the offer may not be changed during the performance of the contract, unless the change will be in favour of the Ordering Party or the possibility of change is provided in Chapter XIII of the request for proposal.
- 7.5.** In the event that the offered price or cost seems grossly low in relation to the subject of the contract, i.e. it differs by more than 30% from the arithmetic average of the prices of all valid

offers that are not subject to rejection or raises doubts of the Contracting Authority as to the possibility of performing the subject of the contract in accordance with the requirements specified in the request for proposal or resulting from separate regulations, The Contracting Authority shall require the Bidder to submit explanations within the set deadline, including the submission of evidence regarding the calculation of the price or cost. The Contracting Authority shall evaluate these explanations in consultation with the Tenderer and may reject the tender if the explanations submitted together with the evidence do not justify the price or cost in the tender.

VIII. DESCRIPTION OF THE CRITERIA THAT THE CONTRACTING AUTHORITY WILL FOLLOW WHEN SELECTING THE TENDER

8.1. When evaluating the bids, the Contracting Authority will be guided by the following criteria:

8.1.1. **Price** – criterion weight: 100%,

The number of points (PC) in the "Price" criterion will be calculated according to the formula:

$$PC = CN / CB * 100$$

where:

- | | | |
|----|---|---|
| PC | • | Number of points under the "Price" criterion |
| CN | • | the lowest net price among all bids subject to evaluation |
| CB | • | Net price of the examined offer |

An offer under the "price" criterion can receive a maximum of 100 points.

- 8.2. The most advantageous bid will be considered the one that receives the highest number of points after summarizing the points from all the bid evaluation criteria listed above. **In total, the offer can earn a maximum of 100 points.** The calculation will be performed to two decimal places.
- 8.3. In the event that several offers receive the highest number of points, the offer with the lowest price will be considered the most advantageous among them. In the event that several bids receive the highest number of points and at the same time amount to the lowest price, the Contracting Authority will call on the Bidders who have submitted these bids to submit additional bids in which they will specify the new price. The price specified in the additional offer cannot be higher than the price originally offered.
- 8.4. The Contracting Authority does not allow partial bids to be submitted – such bids will be rejected.
- 8.5. The Contracting Authority will assess the fulfilment of the conditions for participation in the procedure using the satisfies/fails method.
- 8.6. The documents required by the Contracting Authority in order to confirm the fulfilment of the conditions for participation in the procedure should be submitted in the form of an original or a copy certified as being true to the original by the Bidder.
- 8.7. Before signing the contract, the Contracting Authority reserves the right to verify the Bidder's declarations (meets/does not meet) regarding the conditions of participation in the procedure on the basis of appropriate documents confirming the Bidder's statement.

IX. PLACE AND DATE OF SUBMISSION AND OPENING OF BIDS

- 9.1. Bids must be submitted by **08.12.2025**.
- 9.2. The bid must be submitted via the Competitiveness Database website, in accordance with the requirements of the "Bidder's Instructions in BK2021" [https://archiwum-bazakonkurencyjnosci.funduszeuropejskie.gov.pl/info/web_instruction] in the form of documents signed by the Bidder or their scans, in accordance with the requirements described in point 10.3.
- 9.3. The date of submitting the offer on the Competitiveness Database website determines whether the deadline is met.
- 9.4. Bids submitted in a manner other than those described above will not be considered.
- 9.5. The contracting authority does not envisage a public opening of bids.

X. DESCRIPTION OF HOW TO PREPARE THE OFFER

- 10.1. A bidder may submit one bid. Submission of two or more bids will result in the rejection of all bids submitted by the Bidder.
- 10.2. The offer should be made in Polish or English.
- 10.3. The offer with attachments must be signed by persons authorized to represent the Bidder in accordance with the representation resulting from the relevant register or on the basis of a power of attorney granted.
- 10.4. If the person(s) signing the offer (representing the Bidder) acts on the basis of a power of attorney, this power of attorney must be attached to the offer.
- 10.5. **The offer must include:**
 - 10.5.1. offer form (in accordance with Appendix No. 1 to the request for proposal),
 - 10.5.2. power of attorney to act on behalf of the Bidder (if applicable), signed by persons authorized to represent the Bidder,
 - 10.5.3. a detailed description in Polish or English, and in particular the technical parameters listed in Appendix No. 2.
 - 10.5.4. documents confirming the fulfilment of the conditions for participation in the procedure specified in point VI of the Inquiry,
 - 10.5.5. other documents (optional requirement), e.g. an offer prepared by the Bidder on its form, which will contain a cost estimate or other documents, confirming that the Subject of the Contract will be performed by the Bidder *zg.* requirements specified in the Request for Proposal by the Ordering Party. The scope of attachments attached to the offer is at the discretion of the Bidder and its internal rules.
- 10.6. If the Bidder presents information constituting a trade secret within the meaning of the Act of 16 April 1993 on combating unfair competition, it should clearly indicate which sections of the offer constitute a trade secret and may not be disclosed to third parties.
- 10.7. Before the deadline for submission of bids, the Bidder may make changes to the submitted bid or withdraw it. Changes to the offer or its withdrawal are made under the same conditions as its submission.
- 10.8. Bidders are obliged to carefully read the information contained in the request for proposal and any changes in the content of the request, explanations and answers published by the Contracting Authority during the procedure and preparation of the offer in accordance with the requirements specified by the Contracting Authority.

XI. METHOD OF COMMUNICATION BETWEEN THE CONTRACTING AUTHORITY AND BIDDERS

- 11.1. No information, explanations or answers to inquiries addressed to the Ordering Party by phone or e-mail are provided.
- 11.2. Questions regarding the request for proposal and requests for clarification regarding the content of the request should be sent **only via the Competitiveness Database** via the "Questions" tab on the request for proposal page [https://bazakonkurencyjnosci.fundusze_europejskie.gov.pl/], no later than **2 working days** before the deadline for submission of bids.
- 11.3. Answers to the Bidders' questions and explanations to the content of the request for proposal will be provided to the Bidders only in such a way that the Contracting Authority publishes the content of the questions/requests for clarification together with the answers/explanations provided on the request for proposal page on the Competitiveness Database [<https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/>].
- 11.4. Provided that this does not affect competitiveness, in the course of the examination of bids, the Contracting Authority has the right to request from the Bidders explanations regarding the content of the submitted bids and supplementing the documentation.
- 11.5. The Contracting Authority has the right to ask the Tenderer for permission to correct obvious errors and accounting errors.
- 11.6. In the procedure, the Contracting Authorities and Bidders shall submit statements, applications, notices and information in Polish or English. Documents submitted in another foreign language must be submitted together with a translation into Polish (no sworn translation is required).
- 11.7. All notices, statements, requests and information provided in electronic form require immediate confirmation of receipt by each party upon request.
- 11.8. In the absence of confirmation of receipt of correspondence by the Bidder, the Contracting Authority assumes that the correspondence sent to the e-mail address provided by the Bidder in the offer form and via the Competitiveness Database via the "Questions" tab [<https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/>] has been delivered in a way that allows familiarization with its content.
- 11.9. In correspondence related to this procedure, the Bidders should use the procedure number: Request for Proposal No . **NEM/03/44/2025**.
- 11.10. The persons authorized to communicate with the Bidders are:
 - Marcin Wierzba - marcin.wierzba@neweramaterials.com,
 - Bartosz Hekner – bartosz.hekner@neweramaterials.com,
 - Maria Machnik - maria.machnik@neweramaterials.com.

XII. MODE OF EVALUATION OF BIDS AND ANNOUNCEMENT OF RESULTS

- 12.1. The Contracting Authority reserves the right to additionally verify the credibility of the documents, statements, lists, data and information presented by the Bidders in the course of the evaluation of the offer.
- 12.2. Information on the outcome of the procedure will be published on the request for proposal page on the Competitiveness Database website in the "Offers" tab [https://bazakonkurencyjnosci.fundusze_europejskie.gov.pl/].
- 12.3. The selected Bidder will be informed by phone or e-mail about the date and place of signing the contract.
- 12.4. In the event that the Bidder whose bid has been selected fails to enter into the contract, the Contracting Authority has the right to sign the agreement with the Bidder whose bid has received

the next highest number of points, without conducting a new bidding procedure. The provisions of Section 8.3 shall apply accordingly.

XIII. CHANGE IN THE CONTENT OF THE AGREEMENT

- 13.1.** The Contracting Authority reserves the right to make significant changes to the provisions of the concluded contract in relation to the content of the offer on the basis of which the Contractor was selected, in the following scope and situations:
- 13.1.1.** changes in the provisions of European Union law or national law to the extent affecting the performance of the Agreement (in particular changes in the VAT rate),
 - 13.1.2.** improve the technical parameters of the subject of the contract, without affecting the net lump sum price,
 - 13.1.3.** extension of the deadline for the execution of the contract due to the need to perform additional works, the performance of which is necessary for the proper performance of the contract, and the performance of which the Contracting Authority, acting with due diligence, could not have foreseen in advance,
 - 13.1.4.** changes in the deadline for the implementation of the contract, including the schedule for the implementation of the contract resulting from the provisions of the agreement on co-financing of the Contracting Authority with the Institution financing the project, including if the agreement was concluded or amended by an annex after the award of the contract,
 - 13.1.5.** in any case where the change is beneficial to the Ordering Party (e.g. it causes a shortening of the deadline for the performance of the subject of the contract, a decrease in the value of the contract),
 - 13.1.6.** improvement of the technical parameters of the subject of the contract, without affecting the net lump sum price,
 - 13.1.7.** extension of the deadline for the execution of the contract as a result of force majeure along with all the consequences occurring in connection with the extension of this deadline,
 - 13.1.8.** changes in the parameters of the subject of the contract, changes in the material scope of the contract and changes in the method of performance of the contract, not leading to a change in the nature of the contract – technological changes, in particular: the need to perform the contract with the use of technical/technological and material solutions other than those indicated in the request for proposal, in a situation where the application of the provided solutions would threaten non-performance or defective performance of the contract,
 - 13.1.9.** changes listed in the section. 3.2.4 point 4 of the Guidelines on the eligibility of expenditure for 2021-2027,
 - 13.1.10.** changes in the date and scope of delivery in the event of actions of third parties preventing the delivery from being performed, for which none of the Parties to the contract is at fault,
 - 13.1.11.** due to justified changes in the manner of performance of the subject of the contract proposed by the Contracting Authority or the Contractor, if these changes are beneficial to the Contracting Authority and do not limit the subject of the contract included in the request for proposal,
 - 13.1.12.** changes in the method of delivery and other obligations of the Contractor, in particular as a result of force majeure, i.e. an external event, unforeseeable and impossible to prevent (the impossibility of preventing not so much the phenomenon itself, but its consequences, which are beyond the Party's control and which cannot be attributed to the other Party), including m.in. a natural disaster, catastrophic action, the establishment of a state of natural disaster, epidemic, quarantine restrictions, strike, street riots, fire, explosion, war or revolution, terrorist attack, unforeseen weather conditions

and other external or internal circumstances that may affect the performance of the agreement; if force majeure prevents or is expected to prevent either Party from performing the delivery or other obligations arising from the contract, the Party shall notify the other Party of the event or circumstances that have occurred and specify the obligations that will be prevented from being performed as a result of the event; this notification will be provided immediately from the moment of becoming aware of the events or circumstances,

- 13.1.13.** change of the subcontractor, with the prior consent of the Ordering Party, provided that the Contracting Authority complies with the provisions of the request for proposal and meets all the requirements,
- 13.1.14.** the emergence of discrepancies or ambiguities in the meaning of the terms used in the agreement, which cannot be removed in any other way, and the amendment will make it possible to remove the discrepancies and clarify the agreement in order to unambiguously interpret its provisions by the Parties,
- 13.1.15.** as a result of the occurrence of other circumstances beyond the control of the Contractor or the Ordering Party, the occurrence of which could not have been foreseen at the stage of concluding the Agreement, and which arose after the signing of the Agreement or as a consequence of events related to the activity of the Ordering Party or the Contractor or economic or political events already taking place at the time of concluding the Agreement.
- 13.2.** The Ordering Party allows for a change in the date of delivery of the order in the following situations:
- 13.2.1.** in the event of force majeure, i.e. an unforeseeable event beyond the control of the Parties to the Agreement. In such a case, the deadline for the performance of the Agreement will be extended by the time of occurrence of the event and the removal of its effects,
- 13.2.2.** in the event of circumstances beyond the Contractor's control, at its reasoned request, provided that the change results from circumstances that the Contractor could not have foreseen at the stage of submitting the offer and is not its fault. The deadline for the performance of the Agreement will be extended by the time necessary to eliminate circumstances for which the Contractor is not responsible,
- 13.2.3.** suspension of delivery by the Ordering Party due to technological or organisational reasons periodically preventing the continuation of the work, for the duration of the suspension. The Contracting Authority shall notify the Contractor of the suspension of works, indicating the reason for the suspension,
- 13.2.4.** as a result of the occurrence of other circumstances beyond the control of the Contractor or the Ordering Party, the occurrence of which could not have been foreseen at the stage of determining the delivery date, and which arose after the signing of the Agreement or as a consequence of events related to the activity of the Ordering Party or the Contractor or economic or political events already ongoing at the time of concluding the Agreement.
- 13.3.** The Ordering Party allows for a change in the scope of delivery of the order covered by the Agreement in the following situations:
- 13.3.1.** the need to carry out the commissioned research works with the use of technical/technological, material or other solutions than those indicated in the offer, in a situation where the application of the envisaged solutions threatens non-performance or defective performance of the Agreement.
- 13.4.** The Contracting Authority also provides for the possibility of making insignificant changes to the provisions of the concluded contract in relation to the content of the offer on the basis of which the Contractor was selected.
- 13.5.** Amendments to the agreement must be made in writing and with the consent of both Parties.

XIV. OTHER INFORMATION

- 14.1. The Contracting Authority reserves the right to change or supplement the content of the request for proposal before the deadline for submission of bids. Information about the introduction of a change or supplementation of the content of the request for proposal will be published in the places where the request is published.
- 14.2. If the changes or additions to the content of the request for proposal require changes to the content of the offers, the Contracting Authority shall extend the deadline for submitting bids by the time needed to make changes to the bid.
- 14.3. In the event of a discrepancy between the content of this document and the content of the announcement appearing in the Competitiveness Database form, the content of this document shall prevail. In the event of any discrepancies between the content of this document and the content of other documents included in the tender procedure documentation, the content of this document shall prevail.
- 14.4. The bidder bears all costs related to the preparation and submission of the bid.
- 14.5. The Contracting Authority does not allow partial or variant offers.
- 14.6. The bidder submitting the bid remains bound by it for a **period of 30 days** counting from the date of expiry of the deadline for submitting the bid.
- 14.7. The selection of the most advantageous offer does not mean that the Contracting Authority is obliged to conclude an agreement with the Contractor.
- 14.8. The Contracting Authority reserves the right to award the Contractor **additional contracts, not covered by the subject matter of the basic contract, if they have become necessary for the proper performance of the contract and the following conditions have been met:**
- 14.8.1. the change of contractor may not be made for economic or technical reasons, in particular those relating to the interchangeability or interoperability of the equipment, services or installations ordered under the basic contract;
 - 14.8.2. a change of contractor would cause a significant inconvenience for the Contracting Authority or a significant increase in costs for the Contracting Authority,
 - 14.8.3. the value of each subsequent change does not exceed 50% of the order value originally specified in the contract.
- 14.9. PROTECTION OF PERSONAL DATA
- With regard to the personal data contained in the offers, the Ordering Party will become the administrator of such data within the meaning of Article 4(7) of 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 ("GDPR"). The Contracting Authority will process this data for the purpose of evaluating the bids, concluding the contract with the selected Contractor and for the purposes of performing the concluded contract, i.e. on the basis of Article 6(1)(b) of the GDPR. The Contracting Authority will transfer the personal data contained in the submitted bids, on the basis of the relevant provisions of law, to the authorized authorities and institutions authorized to audit projects co-financed from the funds from the budget of the European Union. These data will be provided in particular to the Intermediate Body – the National Centre for Research and Development, and their administrator will be the minister responsible for development pursuant to Article 71(1). Information on the scope of data processing by the competent institutions can be found at: <https://www.funduszeuropejskie.gov.pl/strony/o-funduszach/ogolne-zasady-przetwarzania-danych-osobowych-w-ramach-funduszy-europejskich/>.

The Contracting Authority will process personal data for the period in which it is obliged under the relevant provisions of law to store all documentation related to the project co-financed from the EU budget.

14.10. The Contracting Authority stipulates that:

- 14.11.1 has the right not to select any of the submitted bids,
- 14.11.2 has the possibility to cancel the bidding procedure at any time without giving a reason or informing the Bidders in advance,
- 14.11.3 has the right to amend or supplement the documents included in the request for proposal, which will become an integral part of it,
- 14.11.4 may extend the deadline for submission of bids,

whereby the Bidder is not entitled to any claims against the Ordering Party under the above titles.

14.11. The Contracting Authority stipulates that:

- 14.12.1. In the event that the submitted Offer (including additional documents and statements) does not meet the formal criteria of the procedure, the Contracting Authority may call on the Bidder to supplement within 3 days of receiving the invitation to supplement. The invitation to supplement will be forwarded to the Bidder by e-mail or in writing, depending on the manner in which the Bidder submits the Offer. In the invitation, the Contracting Authority shall specify the method of submitting supplements. The offer is subject to a one-time replenishment. Bids which, despite the call for supplements, do not meet the formal requirements will be rejected by the Contracting Authority. Only deficiencies or errors of a formal nature are subject to corrections and additions. It is not allowed to change the terms of the submitted offer.
- 14.12.2. The present proceedings are not conducted in accordance with the provisions of the Act of 29 January 2004. Public Procurement Law.

XV. LIST OF ATTACHMENTS

The following documents are attached to this request for proposal:

| Designation of the attachment | Attachment Name |
|-------------------------------|---|
| Attachment No. 1 | Template of the offer form |
| Attachment No. 2 | Technical parameters with requirements for the delivery of carbon reinforcement with a weight of 64 g/m² , carbon reinforcement with a weight of 160 g/m² , carbon reinforcement with a weight of 375 g/m² |

.....
(signature)

Attachment No. 1 to the Request for Proposal No . NEM/03/44/2025

OFFER FORM

Bidder:

| | |
|--|--|
| Full name (company) or name | |
| Registered office/place of residence/address of the main place of business | |
| E-mail address to which the Contracting Authority should send correspondence related to the procedure | |
| TAX NUMBER | |
| REGON | |
| Telephone | |
| Person to contact the Ordering Party | |

We offer delivery of

Carbon reinforcement with a weight of 64 g/m² – 200 m²
Carbon reinforcement with a weight of 160 g/m² – 200 m²
Carbon reinforcement with a weight of 375 g/m² – 200 m²

in accordance with the requirements of the request for proposal, for the total price:

Net price: PLN/EUR

Gross price: PLN/EUR

Where, price

Carbon reinforcement with a weight of 64 g/m² is

net price: PLN/EUR/200M²

Gross price: PLN/EUR/200M²

(Note: to be completed in case of other foreign currency)

Carbon reinforcement with a weight of 160 g/m² is

net price: PLN/EUR/200M²

Gross price: PLN/EUR/200M²

(Note: to be completed in case of other foreign currency)

Carbon reinforcement with a weight of 375 g/m² is

net price: PLN/EUR/200M²

Gross price: PLN/EUR/200M2

(Note: to be completed in case of other foreign currency)

The date of validity of the offer or a certain number of days of the value of the offer from the deadline for submission of bids

I confirm that the delivery of the Subject of the Order will be carried out by:

(NOTE: should be completed bearing in mind that the completion of the delivery of the subject of the contract is required by 19.12.2025).

I confirm that the minimum expiry date for use for each of the elements of the Subject of the Order is (NOTE: should be completed bearing in mind that the minimum shelf life for each of the elements of the Subject of the Order is at least 24 months from the date of production)

I declare that I meet the conditions for participation in the procedure, i.e.:

- The Bidder accepts the terms of payment, i.e. the minimum payment term: 30 days from the moment of issuing and delivering the VAT invoice, after delivery of the subject of the order.
- Possible payment scheme:
 - final payment 100% payable within 30 days after delivery of the subject of the order.
- The tenderer is in an economic and financial situation ensuring the proper performance of the contract, in particular it is not in a state of bankruptcy, restructuring or liquidation.
- The Bidder submits together with the bid a paid policy (confirmed by proof of payment) or other documents confirming that the Bidder is insured against civil liability in the scope of the conducted activity related to the subject of the contract for the amount of at least PLN 100,000 . (YES / NO)
- The Bidder submits together with the bid a certificate from the competent head of the tax office confirming that the Bidder is not in arrears with the payment of taxes, issued no earlier than 3 months before the deadline for submission of bids or another document confirming that the Bidder has entered into an agreement with the competent tax authority on the repayment of these receivables together with any interest or fines, in particular has obtained the exemption provided for by law, postponement or instalment of overdue payments or suspension of the full implementation of the decision of the competent authority (until the certificate is obtained, it is possible to submit the Bidder's statement in the above-mentioned scope). (YES / NO). If the Contractor has its registered office or place of residence outside the territory of the Republic of Poland, instead of the documents referred to above, it submits a document or documents issued in the country in which it has its registered office or place of residence, translated into Polish or English, confirming that it is not in arrears with the payment of taxes. (YES / NO). Until the certificate is obtained, it is possible to present the Bidder's statement in the above-mentioned scope.
- **The bidder submits a detailed description of the subject of the contract in Polish or English together with the offer, regardless of the acceptance of Appendix No. 2 to the request for proposal.**

..... P.
(date)

.....
(signature of the authorized person
to submit an Offer on behalf of the Bidder)

At the same time, I declare that:

- The bidder has read the documentation of the bidding procedure and accepts the terms of the procedure, and the submitted bid contains all the elements specified in the request for proposal no . **NEM/03/44/2025** of 01.12.2025.
- The bidder has obtained the information necessary for the proper preparation of the bid,
- the subject of the offer is fully consistent with the description of the Subject of the Order and other terms of the Request for Proposal,
- the offer price includes remuneration for all obligations of the future Contractor necessary for the execution of the order,
- The Bidder is not related to the Ordering Party in terms of capital or person.
Capital or personal ties shall be understood as mutual links between the Ordering Party or persons authorised to incur obligations on behalf of the Contracting Authority, or persons performing on behalf of the Contracting Authority activities related to the preparation and conduct of the contractor selection procedure and the Bidder, consisting in particular in:
 - a) participation in a company as a partner in a civil partnership or partnership,
 - b) holding at least 10% of shares or stocks, unless a lower threshold results from the provisions of law,
 - c) performing the function of a member of a supervisory or management body, proxy, proxy,
 - d) being married, in a relationship of kinship or affinity in the direct line, kinship or affinity in the collateral line to the second degree, or being connected by adoption, guardianship or guardianship,
 - e) cohabitation with the Bidder, its legal representative or members of the management or supervisory bodies of the Bidders applying for the award of the contract,
 - f) remaining in such a legal or factual relationship with the Tenderer that there is a reasonable doubt as to impartiality or independence in connection with the procurement procedure.
- the following circumstances do not apply to the Bidder:
 - a) described in Article 7(1) of the Act of 13 April 2022 on special solutions for counteracting support for aggression against Ukraine and for the protection of national security,
 - b) described in Article 5k of Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine (Official Journal of the European Union). EU No L 229 of 31.07.2014, p. 1), as amended by Council Regulation (EU) No 2024/1214 of 23.06.2023. amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine (OJ L.2023.159I.1).
- The bidder is considered to be bound by the bid for a period **of 30 days**, counting from the day on which the deadline for submission of bids expires,
- The Tenderer agrees to the processing of their personal data for the purposes necessary to carry out the bid selection process, in accordance with the Act of 10 May 2018 on the protection of personal data (Journal of Laws of 2018, item 1000) and in accordance with Regulation (EU) 2016/679 of the European



Fundusze Europejskie
dla Nowoczesnej Gospodarki



Rzeczpospolita
Polska

Dofinansowane przez
Unię Europejską



NCBR
Narodowe Centrum Badań i Rozwoju

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,

- persons signing the Offer Form are authorised to submit an offer on behalf of the Bidder,
- I declare, under pain of criminal liability, that the documents attached to the offer accurately describe the facts current on the date of its submission (Article 233 of the Penal Code).

.....
(date)

.....
(signature of the person authorized to submit the Bid on behalf of the Bidder)

Attachment No. 2 to the Request for Proposal No . NEM/03/44/2025

**Technical parameters with delivery requirements
for Carbon reinforcement with a weight of 64 g/m²**

| Delivery conditions | | |
|----------------------|---|--|
| 1. | INCOTERMS | FCA |
| 2. | Unit of measurement of the subject of the | [m ²] |
| 3. | Total quantity of the subject of the order | 200 m ² |
| 4. | Delivery quantity | 1 |
| 5. | Quantity in each delivery | 200 m ² |
| 6. | Delivery Date | Until 19.12.2025 |
| Packing Method | | |
| 7. | Packaging | Inner Diameter Bushing: Max 6 inches |
| 8. | Transport Packaging | Euro pallet (1200x800x144 mm) |
| 9. | Storage method | Maximum 500 kg * Deviations from weights must be accepted by the Ordering Party |
| 10. | Number of windings per roll | 200 m+/- 10% |
| 11. | Film Winding Width on Sleeve | 1000mm +/-5mm |
| Technical Parameters | | |
| 12. | Material Type | Carbon Boost Spread Tow |
| 13. | Belt width 0°/90° | 25 / 25 mm |
| 14. | Weight | 64 g/m ² |
| 15. | Weave of reinforcements | 1/1 plain |
| 16. | Resin Compatibility | Minimum compatibility with epoxy resins |
| 17. | Fiber Type | UTS50 12K F22 S |
| 18. | Length of reinforcement on the | < 500kg |
| 19. | Foreign Body Content | <0.1% |
| Required documents | | |
| 20. | Certificate of quality of the subject of the order with current test results with each delivery | Weight according to ISO 3374:2000 or equivalent |

| | | |
|-----|----------------------------------|---------------------|
| 21. | Warehouse Release Documents (WZ) | With every delivery |
| 22. | TDS Card | With every delivery |

**Technical parameters with delivery requirements
for Carbon reinforcement with a weight of 610 g/m2**

| Delivery conditions | | |
|----------------------|--|--|
| 1. | INCOTERMS | FCA |
| 2. | Unit of measurement of the subject of the | [m2] |
| 3. | Total quantity of the subject of the order | 200 m2 |
| 4. | Delivery quantity | 1 |
| 5. | Quantity in each delivery | 200 m2 |
| 6. | Delivery Date | Until 19.12.2025 |
| Packing Method | | |
| 7. | Packaging | Inner Diameter Bushing: Max 6 inches |
| 8. | Transport Packaging | Euro pallet (1200x800x144 mm) |
| 9. | Storage method | Maximum 500 kg * Deviations from weights must be accepted by the Ordering Party |
| 10. | Number of windings per roll | 200 m +/- 10% |
| 11. | Film Winding Width on Sleeve | 1000mm +/-5mm |
| Technical Parameters | | |
| 12. | Material Type | Carbon Boost Spread Tow |
| 13. | Belt width 0°/90° | 20 / 20 mm |
| 14. | Weight | 610 g/m2 |
| 15. | Weave of reinforcements | 1/1 plain |
| 16. | Resin Compatibility | Minimum compatibility with epoxy resins |
| 17. | Fiber Type | UTS50 12K F22 S |
| 18. | Length of reinforcement on the | < 500kg |
| 19. | Foreign Body Content | <0.1% |
| Required documents | | |

| | | |
|-----|---|---|
| 20. | Certificate of quality of the subject of the order with current test results with each delivery | Weight according to ISO 3374:2000 or equivalent |
| 21. | Warehouse Release Documents (WZ) | With every delivery |
| 22. | TDS Card | With every delivery |

**Technical parameters with delivery requirements
for Carbon reinforcement with a weight of 375 g/m²**

| Delivery conditions | | |
|----------------------|--|--|
| 1. | INCOTERMS | FCA |
| 2. | Unit of measurement of the subject of the | [m ²] |
| 3. | Total quantity of the subject of the order | 200 m ² |
| 4. | Delivery quantity | 1 |
| 5. | Quantity in each delivery | 200 m ² |
| 6. | Delivery Date | Until 19.12.2025 |
| Packing Method | | |
| 7. | Packaging | Inner Diameter Bushing: Max 6 inches |
| 8. | Transport Packaging | Euro pallet (1200x800x144 mm) |
| 9. | Storage method | Maximum 500 kg * Deviations from weights must be accepted by the Ordering Party |
| 10. | Number of windings per roll | 200 m +/- 10% |
| 11. | Film Winding Width on Sleeve | 1000mm +/-5mm |
| Technical Parameters | | |
| 12. | Material Type | Carbon Boost Spread Tow |
| 13. | Belt width 0°/90° | 25 / 25 mm |
| 14. | Weight | 375 g/m ² |
| 15. | Weave of reinforcements | 2x2 Twill |
| 16. | Resin Compatibility | Minimum compatibility with epoxy resins |
| 17. | Fiber Type | PANEX 35 50K |
| 18. | Length of reinforcement on the | < 500kg |
| 19. | Foreign Body Content | <0.1% |

| Required documents | | |
|--------------------|---|---|
| 20. | Certificate of quality of the subject of the order with current test results with each delivery | Weight according to ISO 3374:2000 or equivalent |
| 21. | Warehouse Release Documents (WZ) | With every delivery |
| 22. | TDS Card | With every delivery |

I. Information supplementing the above-mentioned specification:

carbon reinforcement with a weight of 64 g/m²
carbon reinforcement with a weight of 160 g/m²
carbon reinforcement with a weight of 375 g/m²

are a component for the production of prepregs, it decides, among other things, about the mechanical properties of the final product (composite)

The subject of the contract includes deliveries to the Ordering Party's headquarters, i.e. to Modlniczka 32-085, 1/7 Komandosów Street.