

20.03.2025 r.

Request for Quotation no 2025-7175-220925***The delivery of 4 complete heat pump systems for a new family of hydrogen-electric intercity buses.***

Under the project entitled "Development of an innovative family of hydrogen-electric Intercity buses" co-financed under the Action SMART Path, Priority no I: Support for Entrepreneurs, European Funds for Modern Economy co-financed from EU funds.

Application no.: FENG.01.01-IP.01-A07U/24

Call no.: FENG.01.01-IP.01-001/24

1. The Ordering Party:

| | |
|-----------------------------------|---|
| Name of the Ordering Party | Solaris Bus & Coach sp. z o.o. |
| Address (registered office) | ul. Obornicka 46, Bolechowo-Osiedle, 62-005 Owińska, Poland |
| VAT No. | PL5240015630 |
| National Court Register No. (KRS) | 0000856560 |
| Enterprise ID (REGON) | 010498995 |
| Share capital | 160.169.580,00 |
| Contact person | Jagoda Celichowska |
| Phone Number | +48 697 949 332 |
| E-mail address | zapytanie.projekt@solarisbus.com |

2. Contract award procedure:

The contract award procedure is conducted in a competitive mode based on the principle of fair competition, equal treatment, openness and transparency in accordance with the procedure described in the "Guidelines on the eligibility of expenditure for 2021-2027" of the Minister of Funds and Regional Policy. The provisions of the Public Procurement Law of 11 September 2019 do not apply to this RFQ, except where specifically reserved in the above-mentioned guidelines.

3. Place, date and term for submitting tenders:

a. Deadline for submission of tenders: **28.03.2025 r.**

b. Form of submission of tenders:

The tender together with attachments (if required) must be submitted by the website: bazakonkurencyjnosci.gov.pl, scanned or signed with an electronic signature, signed by the person/persons authorized to represent the tenderer in accordance with the information contained in the National Court Register or signed by a person authorized under the power of attorney (power of attorney should be attached to the tender). The tender must be submitted in accordance with the tenderer's Instructions available at:

https://archiwum-bazakonkurencyjnosci.funduszeuropejskie.gov.pl/info/web_instruction

In the event of submitting the scanned tender, at the request of the Ordering Party, the tenderer is obliged to immediately send the original tender submitted under pain of rejection.

The moment of receipt of the offer is considered to be the date of submission of the offer on the website: bazakonkurencyjnosci.gov.pl

The tenderer shall be solely liable for the submission of the tender – non-receipt of the tender by the Ordering Party or its receipt after the deadline, for whatever reason, shall not be the reason for the tenderer's claims against the Ordering Party.

- c. Tenders submitted after the deadline shall not be considered. The date and time of receipt of the tender by the Ordering Party shall be decisive.
- d. The tenderer may, before the deadline for submission of tenders, modify or withdraw its tender in accordance with the Instruction: *Help for abroad users – Offers*.
- e. In the course of the comparison and evaluation of tenders the Ordering Party may request the tenderers to provide explanations concerning the content of submitted tenders. Refusal to answer an inquiry or no response within a certain time may be grounds for rejecting the tender.
- f. In the course of comparing and evaluating offers, the Ordering Party may ask Tenderers to complete their bids. Failure to complete the offer within a specified period may result in the rejection of the offer.
- g. The RFQ has been published at: <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/>
- h. All costs resulting from the process of preparation and submission of tenders shall be borne the Tenderer.
- i. The offer should be sent along with a document confirming the authority of the person/persons signing the offer to represent the Tender (excerpt of commercial register or a power of attorney).

4. Description of the subject of the contract

a. Brief description of the subject of the contract:

The subject of the contract is the delivery of 4 complete heat pump systems for a new family of hydrogen-electric intercity buses.

b. Purpose of the contract:

Development and verification of a new family of hydrogen-electric intercity buses.

c. Detailed description of the subject of the contract:

The subject of the contract is the delivery of 4 complete heat pumps units. Requirements / Technical parameters of devices:

- Supplier offer both CO₂ and R407c refrigerants;
- Dimensions (L:W:H): not exceeding 3015 x 1878 x 380 for CO₂ HP, and not exceeding 2925 x 1850 x 305 for R407c HP;
- Operating range: -25 up to +50 Celsius degrees for CO₂ HP, and -15 up to +49 Celsius degrees for R407c HP;
- Cooling capacity: at least 35,8kW for CO₂ HP, and at least 38kW for R407c HP;
- Heating capacity: at least 25,8kW for CO₂ HP, and at least 17,8kW for R407c HP

- fresh air ratio: 100% for both refrigerants
- Battery cooling: available up to 12,kW for both refrigerants
- Waste heat recovery: at least optional for both refrigerants
- Hot water: standard for both refrigerants
- Control panel: included for both refrigerants
- Blower: 40 000h EU for both refrigerants
- Fan: 40 000h EU for both refrigerants
- Place of production: Europe for both refrigerants
- The same footprint for both refrigerants - allows to reduce roof variants;
- Driver: CANaire for both refrigerants

d. CPV codes for the contract:

42512400-2 – Air condition for motor vehicles

e. Warranty - 30 months from the date of sale

f. Quantity – units for 4 prototypes:

1. Prototype no. 1 – eIC13LE – heat pump with R407C refrigerant
2. Prototype no. 2 – eIC12LE – heat pump with CO2 refrigerant
3. Prototype no. 3 – eIC13 – heat pump with R407C
4. Prototype no. 4 – eIC12LE H2 – heat pump with CO2 refrigerant

g. Term of the contract - deliveries on schedule:

1. Prototype no. 1 – eIC13LE – 30th September 2025
2. Prototype no. 2 – eIC12LE – 31st January 2026
3. Prototype no. 3 – eIC13 – 31st March 2026
4. Prototype no. 4 – eIC12LE H2 – 30th June 2026

h. Tender validity period – at least 30 calendar from the day following the deadline of submission of tenders. At the request of the Ordering Party, the tenderers may be once required to extend the tender validity period by additional 60 days under pain of rejecting the tender.

i. Partial tenders - The Ordering Party does not permit the submission of partial tenders.

j. Variant tenders - The Ordering Party does not permit the submission of variant tenders.

k. Subcontracting - The Ordering Party does not permit the possibility of subcontracting works to entities other than the Tender, i.e.:

The Ordering Party does not allow for the possibility of ordering (subcontracting) the whole or part of the contract to entities other than the Contractor in the form of subcontracting understood as transferring the responsibility for the performance of a part of the contract to third parties acting independently of the Contractor.

Equilibrium

Wherever the object of the command is described with the trademarks, patents or origin, source or a specific process it is permitted to apply solutions equal to the described ones under condition that they

would have the same or better technical and functional specifications and would not downgrade standards indicated in documentation.

Wherever the object of the command is described by reference to the standards, technical evaluations, specifications or technical reference systems it is permitted to apply solutions equal to the described ones.

5. Conditions for participation in the procedure:

- a. Contractors/Suppliers who are personally or financially affiliated with the Ordering Party shall be subject to exclusion from the contract award procedure.

Capital or personal relations shall mean mutual relations between the Ordering Party or persons authorized to enter into commitments on behalf of the Ordering Party or persons performing on behalf of the Ordering Party activities related to the preparation and implementation of procedures for selection of the contractor, or persons who may influence the result of the proceedings and the Contractor, in particular by:

- participation in a partnership, as a partner in a civil law partnership or partnership; holding at least 10% of the shares, unless a lower threshold is required by law; or wasn't specified by the project managing authority; being a member of the supervisory or management body, acting as proxy;
- being married or in a relationship of direct kinship in a straight line, consanguinity or affinity in the collateral line to the second degree, or being related by adoption, guardianship or custody, either cohabitation with the Contractor, its legal representative or members of the management or supervisory bodies of the Contractors applying for the award of the contract;
- remaining in such a legal or factual relationship with the Contractor that there is reasonable doubt about impartiality or independence in connection with the procurement procedure.

Excluded from participation in the contract award procedure shall be persons performing activities in the contract award procedure or who have been validly sentenced for an offence committed in connection with the contract award procedure, economic or trade-related offences or other offences committed for financial gain.

Compliance with the criterion will be assessed on the basis of a declaration on lack of no capital or personal bonds – **Annex 2** to the Request for Proposal.

- b. Other conditions for participation in the procedure:

The contractor has knowledge and experience - i.e. in the last year before the deadline for submitting offers, and if the period of operation is shorter - in this period, it has completed at least 2 deliveries of heat pump sets for buses.

The contractor has an adequate infrastructure – the supplier has a development facility to validate heat pump and the complete heating and cooling system after at placement on bus

The fulfilment of the conditions will be assessed by the declaration submitted by the Contractor Party, constituting **Annex 3** to the Request for Quotation.

At the request of the Ordering Party, the contractor is obliged to present:

- a list of deliveries, containing information about: the subject of the deliveries, date of performance and entities for which the deliveries were made, and confirm the proper completion of these deliveries with relevant documents.
- description/presentation of existing development facilities

The documents in question are references or other documents issued by the entity for which the deliveries were performed, and in the case of periodic or continuous services, they are performed, and if, for an objective reason, the contractor is not able to obtain these documents - contractor's declaration.

6. Conclusion of agreement

- a. The tenderer whose tender is assessed as the most advantageous is obliged to conclude an agreement with the Ordering Party **within 14 calendar days** from the date of sending the model agreement or immediately after obtaining by the Ordering Party the consent of the relevant Managing Authority (if such approval is required). If the Contractor whose tender has been selected evades from concluding the agreement in the above-mentioned period, it shall be deemed a waiver of the Contractor from signing the agreement with the Ordering Party. In this case, the Ordering Party has the right to sign a contract with another Contractor which in the present case obtains the next highest number of points in the evaluation of tenders.
- b. Modifications to the agreement
 1. The Parties allow for the possibility of amending the provisions of the Agreement in the event of the occurrence of at least one of the circumstances listed below, taking into account the conditions for their introduction indicated in the Agreement, i.e:
 - 1) change of the deadline for realisation of the whole or part of the Subject of the Agreement - in the event of occurrence of external reasons beyond the control of the Ordering Party or the Contractor resulting in the impossibility of meeting the original deadlines under the Agreement, including those caused, among others, but not exclusively, by:
 - a. the unforeseeable non-availability of equipment, components, sub-assemblies or other items necessary for the Deliverables;
 - b. unforeseeable necessity to change the production schedule of vehicles by the Ordering Party;
 - c. necessity to change the description of the subject matter of the contract (including technical parameters of the Deliverables) in the event of occurrence of the circumstances for amending the Contract described in item 2 below;
 - in which case the Parties shall accept another possibly short deadline for the execution of the Contract;
 - 2) change of technical parameters of the Deliverables - in the event of occurrence of external reasons beyond the control of the Ordering Party or the Contractor resulting in inability to ensure technical parameters of the Deliverables resulting from the Agreement, including those caused, but not limited to, by:

- a) objective impossibility to deliver the subject matter of the Deliverables in accordance with the original technical parameters due to unforeseeable lack of availability of devices, components, subassemblies or other elements necessary for the execution of Deliveries;
 - b) objective impossibility to meet the original deadlines under the Agreement, as a result of which the deadlines for the production of the vehicles for which the Deliverables are to be used will be at risk due to the unforeseeable lack of availability of devices, components, subassemblies or other elements necessary for the execution of Deliveries, as well as the unforeseeable need to change the vehicle production schedule by the Ordering Party;
 - in such a case, the Parties shall accept other technical parameters, but possibly equivalent or similar (or more favourable in the light of technical knowledge) to those originally set out in the Agreement and ensuring the achievement of its purpose;
 - 3) changes to the technical parameters - in the event of the emergence of newer technology allowing the Supplies to be offered with more favourable parameters than those originally specified in the Contract;
 - 4) change of the Contractor's remuneration - if it is shown that the changes referred to in items 2 and 3 will involve additional costs to be incurred by the Contractor, with the proviso that the change of remuneration may correspond exclusively to the costs which the Contractor has incurred or will have to incur in connection with such change.
2. Amendments to the Agreement referred to in paragraph 1 shall be possible only if the circumstances justifying them are documented. The Contractor shall in particular properly justify and document the influence of any circumstances referred to above on its remuneration and time limits for the completion of particular stages of the Agreement. At the request of the Ordering Party, the Contractor is obliged to provide all additional data, explanations, calculations or information to support his request to amend the Agreement.
 3. The cases referred to in paragraph 1 contain a catalogue of amendments to which the Ordering Party may give its consent, but do not at the same time constitute an obligation to give such consent.
 4. The amendments to the Agreement in other cases than indicated in point 6.1. above may be introduced only under the condition that they are admissible to be introduced under section 3.2.4 The contract agreement, Subsection 3.2 Principle of competition of the Guidelines for eligibility of expenditure for 2021-2027. For the avoidance of doubt, the fact that particular amendments to the Agreement may be allowed on basis of this point 6.4., does not oblige the Ordering Party to agree any amendments to this Agreement.

7. Description of the method for preparing tenders:

- a. The Tenderer should present a tender in Polish or English.
- b. The tender should be submitted on the completed and signed offer form, which is an attachment to this RFQ (**Annex 1 Offer form**). The absence of any of the elements mentioned above shall result in rejection of the tender for formal reasons.
- c. Submission of a tender is only possible by website [Baza Konkurencyjności \(funduszeuropejskie.gov.pl\)](https://funduszeuropejskie.gov.pl)

8. Evaluation criteria and scoring method:

a. Only valid offers shall be evaluated:

- Submitted on time
- Prepared in accordance with the requirements set out in point 7

b. Criteria for the evaluation of offers:

Selection of the tender shall be made on the basis of scoring. Tenders which not subject to rejection shall be evaluated based on the following criteria and percentage weights/scores:

I. Price - criterion weight 65%, maximum number of points 65.

$$P = (C_{\min} / C_{\text{calculated}}) * P_{\max}$$

P – number of points scored by the tendered

C_{min} – the lowest offered price

C_{calculated} – the price offered by the tenderer

P_{max} – maximum number of points available

The tender price included in the offer form – Attachment no. 1 to hereby RFQ – must take into account all the costs of the realisation of future Agreement and must result from the offer form.

The final price declared in the offer must include the correct VAT rate.

The offer price should be declared in the Polish currency - PLN (two decimal places). The Ordering Party allows the possibility of specifying the offer price in a currency different than PLN, by the Contractor having its registered office or place of residence outside the territory of the Republic of Poland. If an offer is submitted in a currency different than PLN, in order to assess the offer the Ordering Party will convert this currency into PLN at the average current exchange rate published and announced by the National Bank of Poland on the day of initiation of this proceeding (i.e. date of publishing the Request for Quotation).

II. Other criteria of offer evaluation, criterion weight 35%, maximum number of points 35:

- 1) Possession of an ISO 14001 environmental management standard certificate, issued by an accredited certification body – **2,5 points**
- 2) Use of an approved and internally implemented policy on equal opportunities and non-discrimination (including for people with disabilities) - i.e. having a code of ethics, anti-discrimination procedures or an ISO 30415 certificate (Diversity and Inclusion Management), which will be demonstrated by the Contractor through an appropriate declaration – **2,5 points**.

3) Others:

| No. | Criteria | Max. points | Accepted solutions | points |
|-----|---------------------|-------------|--------------------|--------|
| 1. | Waste heat recovery | Max. 10 pts | Yes | 10 pts |
| | | | No | 0 pts |
| 2. | CANaire driver | | Yes | 10 pts |

| | | | | |
|----|------------------|----------------|-----------|--------|
| | | Max. 10 pts | No | 0 pts |
| 3. | Term of warranty | Max. 10 pts | 30 months | 0 pts |
| | | | 36 months | 5 pts |
| | | | 42 months | 10 pts |

The evaluation of offers will be based on the Contractor's declarations submitted in the Offer Form. At the request of the Ordering Party, the contractor is obliged to present:

- 1) ISO 14001 environmental management standard certificate, issued by an accredited certification body.
- 2) Code of Ethics, anti-discrimination procedures or certificate of compliance with ISO 30415 (Diversity and Inclusion Management)
- 3) Others: 1-2 description of technical parameters; 3 warranty declaration

The maximum number of points possible to obtain is 100 points.

The tender which receives the highest number of points calculated in accordance with these principles shall be considered the most advantageous.

The Ordering Party shall notify Tenderers of the selection of the most advantageous tender electronically to the e-mail address indicated in the tender. The Ordering Party shall publish information on the outcome of the contract award procedure on the website: www.bazakonkurencyjnosci.funduszeuropejskie.gov.pl

8. Horizontal principles of equal opportunities and non-discrimination and environmental principles

1. As part of the execution of the order, the Ordering Party requires compliance with the principles of equal opportunities and non-discrimination, in accordance with the Guidelines of the Minister of Funds and Regional Policy of December 29, 2022 in the scope of the implementation of the principle of equal opportunities and non-discrimination, including accessibility for people with disabilities and the accessibility standards for cohesion policy 2021-2027 constituting an annex to these guidelines. The procedure conducted in connection with this request for quotation takes into account mandatory criteria for the evaluation of subcontractors/suppliers that promote involvement in activities for gender equality, support for people with disabilities and the elimination of all forms of discrimination.
2. The order implemented as part of the project will be consistent with the principles of sustainable development and green procurement, thanks to the use of evaluation criteria promoting pro-ecological practices of the Bidders. Additional points will be awarded to entities that implement solutions that minimize the negative impact of their activities on the environment - including reducing harmful greenhouse gas emissions, including CO₂ emissions, using recycled materials, and using energy-saving technologies.

9. Other information:

- a. Until the deadline for submission of tenders, the Ordering Party reserves the right to modify or supplement the content of this RFQ or its appendices. If the changes have an impact on the content of

tenders submitted in the procedure, the Ordering Party shall extend the deadline for submission of tenders. The changes shall be communicated immediately to all tenderers that received the RFQ and shall be binding on them.

- b. The Ordering Party reserves the right to correct the text of received tenders with respect to obvious clerical or calculation errors, and other errors resulting in non-compliance with the tender with the RFQ that do not cause significant changes in the content of the tender, which shall be immediately communicated to the tenderer.
- c. Inquiries concerning the RFQ should be addressed to the Ordering Party by publication within the subject announcement on bazakonkurencyjnosci.gov.pl. The content of inquiries about the RFQ together with explanations of the Ordering Party will be published on bazakonkurencyjnosci.gov.pl. The Ordering Party reserves the right to leave inquiries unanswered if they are received by the Ordering Party on the penultimate day before the deadline for submission of tenders.
- d. The Ordering Party reserves the right to terminate the procedure without giving reasons at any stage, until the tender is selected.
- e. In the event of termination of the procedure without selecting any tender, Tenderers shall have no claim against the Ordering Party.
- f. This RFQ does not constitute an offer within the meaning of the Civil Code.

Attachment:

- 1. Offer form;
- 2. Declaration on lack of personal or capital bonds;
- 3. Declaration of compliance with the conditions;
- 4. Information clause on personal data processing.