

Jawornica, 28/01/2026

REQUEST FOR QUOTATION

No. 1/FENG.03.01-IP.03-1359/25

In connection with the implementation of the project **"Improving energy efficiency in the label production process at Flexon sc, consisting in the replacement of a technological device"** under Measure 3.01 - Ecological credit, Priority - FENG.03 - Greening of enterprises under the European Funds for Modern Economy Programme 2021-2027 co-financed by the European Regional Development Fund, **FLEXON SC Michał Pabiasz, Monika Pabiasz** invites you to submit offers.

I. NAME AND ADDRESS OF THE ORDERING PARTY

Flexon SC Michał Pabiasz Monika Pabiasz

Ul. Wiejska 48

42-700 Jawornica

Website: www.drukarniaflexon.pl

E-mail address: michal@drukarniaflexon.pl

II. PROCUREMENT PROCEDURE

1. This procedure is conducted in compliance with the Principle of Competitiveness referred to in the Guidelines on the eligibility of expenditure for the years 2021-2027 (hereinafter referred to as the Guidelines) valid on the date of announcement of this Request for Proposals.
2. The Act of 11 September 2019 – Public Procurement Law, in force on the date of announcement of this Request for Proposals, does not apply to this Request for Proposals.
3. Personal data provided to the contracting authority in the course of the procedure will be processed in accordance with the provisions 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 (General Data Protection Regulation) (OJ EU L 119, 4.05.2016, p. 1). Detailed information in this regard can be found in Annex 1.
4. In matters not regulated, the provisions of the Act of 23 April 1964, the Civil Code, in force on the date of announcement of the Request for Proposals, shall apply.

III. DESCRIPTION OF THE SUBJECT OF THE ORDER

1. The subject of the order is **the purchase, delivery, installation and commissioning of an industrial narrow-web flexographic printing machine** (hereinafter referred to as the flexographic machine) as part of the project "Improving energy efficiency in the label production process at Flexon sc, consisting in the replacement of a technological device".
2. The detailed description of the Subject of the Order is as follows:

Name of the subject of the order	Specification of technical parameters of the subject of the order
FLEXOGRAPHIC MACHINE	<ul style="list-style-type: none"> — Printing technology: flexographic, narrow web, — Number of printing units: 10 — Maximum web width: 430 mm, — Maximum printing speed: min. 180 m/min, — Unwinder and rewinder with roll lifter — Ink curing system: UV LED lamps – air-cooled UV LED lamps, — Drive: 2 servo motors at each station — Motorized color registration system based on optical reference mark sensing — Integrated automated print inspection (camera), — Pre-treatment module (3kW corona treatment and web cleaning), — In-line cold foil gilding module on the rail, — Cooled impression cylinders – for printing on thermosensitive materials, — Two modules for peel-off labels - one on a rail with the possibility of cutting and connecting at least 3 layers and the other in the machine frame with the possibility of cutting and connecting at least 2 layers — Web turn bar on rail – for double-sided printing in one pass — Advanced die-cutting waste removal system enabling work with difficult label shapes at high speed, — Die-cutting station with cutting depth control. — The length of the web between the printing units not longer than 150 cm — machine in a modular design – with the possibility of expanding it with additional functionalities in the future. — Correction of lateral color registration by moving the entire print station — Possibility of color registration to one marker printed at the first station — Possibility to lengthen and shorten the print by a minimum of +/- 3mm using electronic correction — Diameter of cooled impression cylinder not less than 5 inches. — Hydraulic die-cutting station with quick magnetic cylinder replacement — Open ink trays with a ductors in two capacities (smaller and larger) <p>EQUIPMENT:</p> <ul style="list-style-type: none"> - 100 anodized printing cylinders with class 6 gears - hardened and ground for the machine under inquiry in selected sizes from the 48Z-192Z range - 10 magnetic cylinders with a stainless steel body in selected sizes from 80Z-192Z - additional 4 cassettes with UV mercury lamps that can be used in each curing station - The machine shall feature a full enclosure of the frame and rear internal components, enabling easy cleaning and preventing of dust accumulating on the internal parts. - 18 anilox rollers for the machine being inquired with the parameters selected during the order

- 15 ink trays with ink ductors in two different sizes
- Automated ultrasonic washer for washing anilox rollers from the machine being inquired with the following parameters:
 - 2 washing stations
 - 1 rinsing station
 - two washing frequencies – 50 and 100 kHz
 - mechanical shaft rotation system
 - separately adjustable washing and rinsing length for each roller
 - cover on actuators
 - a closed system allowing for multiple use of the cleaning solution along with filtration
- Automatic photopolymer washer with the following parameters:
 - Maximum photopolymer plate width not less than 600 mm
 - Washing, rinsing and drying on both sides in one cycle
 - Closed circuit of detergent and water with filtration system
 - Automatic start after photopolymer plate inserting
- Automatic spray washer for cleaning machine parts from UV inks (ink trays, doctor blades and ductors) made of acid-resistant steel with the following parameters:
 - Minimum basket diameter – 800 mm
 - Mechanically driven basket
 - Closed-loop washing with fine filtration and a stainless steel pump
 - Basket load capacity minimum 150 kg
 - Electronic programmer

The subject of the contract must meet the requirements of green procurement, in accordance with applicable guidelines on sustainable and ecological criteria . Therefore, the ordering party requests the machine's electricity consumption rate per 1 m² of product. This rate should not exceed 0.0359 kWh/m², assuming an annual production of 1,148,000 m².

To calculate it, use the following formula:

$$w_{sk} = \frac{EE}{A}$$

Where:

- **in_{sk}** - energy consumption index [kWh/m²],
- **EE** – total electricity consumption of the machine in a given annual period [kWh],
- **A** – total area of the product produced in the same period (annual) [m²].

The annual electricity consumption should be calculated using the following formula:

$$EE = (M_L \cdot I_L \cdot I_{DRL} \cdot I_{hL}) + (M_u \cdot I_{DRU} \cdot I_{hP}) [kWh/rok]$$

Where:

E – electricity consumption of an industrial printer [kWh/year]

M_L – rated electrical power of the individual LED lamp [kW] – **the value**

	<p>is assumed by the Bidder</p> <p>I_L – number of UV LED lamps working per shift [pcs.] I_{DRL} - number of days per year the UV lamp works I_{hL} - number of hours of UV lamp operation per shift (60% of the operating time of the entire production cycle)</p> <p>M_U – rated electrical power of the remaining printer components [kW] – the value is assumed by the Bidder. I_{DRU} - number of days per year of operation of other printer components I_{hP} - number of working hours of the remaining printer components per shift</p> <p>Assumptions given by the Ordering Party: Number of shifts per day = 1 I_L – number of UV LED lamps working per shift = 4 I_{DRL} - number of days per year the UV lamp is in operation: 130 I_{DRU} - number of days per year of operation of other printer components: 130 I_{hL} - number of hours of operation of the UV lamp per shift (60% of the operating time of the entire production cycle) = 4.5 I_{hP} - number of working hours of the remaining printer components per shift = 7.5</p> <p>Please indicate the indicator according to the formula provided in Appendix No. 2 Offer Form.</p> <p>CE certification or equivalent Condition: brand new device Warranty: minimum 24 months</p> <p>The offer must be accompanied by the technical specifications of the offered machine.</p> <ul style="list-style-type: none"> — Transport to the Flexon production plant - ul. Wiejska 48; 42-700 Jawornica — Assembly, installation and start-up at the Ordering Party's company - address as above — Integration with existing production infrastructure. Connection to existing ventilation, electrical, and compressed air systems. — Technical and service documentation — Training of at least 2 to a maximum of 5 operators in the use of machines for 5 working days, 6 hours a day .
<p>CPV code: 42000000-6 Industrial machinery 42991200-1 Printing Machines</p>	

42962000-7 Printing and graphic equipment

Any wording used to describe the Subject of the Order that may indicate a specific manufacturer/supplier has been used solely and exclusively to define the minimum technical requirements that the Ordering Party expects for the Subject of the Order.

Whenever the Ordering Party indicates trademarks, patents, origin, sources or a specific process in the Request for Quotation, **the Ordering Party allows the offering of equivalent solutions that will be identical or not worse in terms of technical parameters and functionality than the assortment or standards mentioned by the Ordering Party by name.**

In order to confirm that the offered equivalent Subject of the Order meets the requirements specified by the Ordering Party, the Contractor shall submit, together with the offer, proposed solutions for the offered products and services to an equivalent extent that meet the requirements specified in the request for proposals.

3. The ordering party requires:

- a) delivery of the device to your plant and installation of the device at your plant
- b) start-up of the device to confirm that it meets the parameters and has the functions required by the Ordering Party,
- c)** training of the Ordering Party's employees: no less than 2 and no more than 5 people, for a minimum of 5 working days, 6 hours a day at the Ordering Party's company.

The delivery of the subject of the order and the subsequent commissioning and training of the Ordering Party's employees will be confirmed by an acceptance protocol/protocols prepared at the Ordering Party's plant.

IV. DESCRIPTION OF THE EVALUATION CRITERIA AND PROCEDURE FOR EVALUATING OFFERS

- 1. All offers received by the Ordering Party in response to the Request for Quotation will be verified for compliance with the Subject Matter of the Order.
- 2. An offer that is not consistent with the Subject of the Order and its minimum parameters or one that is presented in a form that prevents verification of this information will be rejected as inconsistent with the Subject of the Order.
- 3. **Submission of variant offers is not allowed.**
- 4. **Partial offers are not permitted.**
- 5. The Ordering Party will evaluate offers that:
 - a) They were submitted on time,
 - b) They are consistent with the Subject of the Order,
 - c) The Ordering Party will confirm that the Bidder has met the requirements in accordance with the provisions of point Conditions for participation in the procedure
- 6. Scoring will be based on the following criteria:

Criterion I – Price (maximum number of points = 40)

Criterion II – Guarantee (maximum number of points = 30)

Criterion III - Test of machine performance and quality parameters (maximum number of points = 30)

Criterion I – Price – the highest number of points will be awarded to the offer with the lowest net price, and each subsequent offer will be awarded accordingly in accordance with the formula:

$$\frac{\text{The lowest price offered among the offers evaluated}}{\text{Price offered by the bidding company}} \times 40 = \text{Number of points}$$

In the process of estimating the value of the order, the bidder is obliged to include in its calculation all costs/conditions related to the order, i.e. delivery, assembly and commissioning costs, if they actually have to be incurred.

If the offered price or cost appears abnormally low in relation to the subject of the contract, i.e., differs by more than 30% from the arithmetic mean of all valid, non-rejectable offers, or raises doubts in the contracting authority's mind as to the possibility of performing the subject of the contract in accordance with the requirements specified in the request for proposals or arising from separate regulations, the contracting authority will request the contractors to submit explanations within a specified period (i.e., 7 days), including evidence of the price or cost calculation. The contracting authority will evaluate these explanations in consultation with the contractor and may reject the offer if the explanations and evidence provided do not justify the price or cost stated in the offer.

Criterion II – Guarantee – the offer will receive the following number of points, depending on from the proposed warranty period according to the formula:

$$\frac{\text{Warranty period offered by the company (in months) - offeror}}{\text{The longest warranty period offered}} \times 30 = \text{Number of points}$$

The warranty period will be counted from the date of receipt (or commissioning) of the subject of the order by the Ordering Party, confirmed by a signed acceptance protocol.

A warranty is an obligation of the contractor granted without additional remuneration, under which the contractor guarantees to the ordering party that the order has been completed in full accordance with the contract and will function uninterruptedly and without errors.

The minimum warranty period is 24 months

For a warranty period of less than 24 months, 0 points will be awarded .

Criterion III – Tests (test 1 - printing and test 2 – die cutting) of the performance and quality parameters of the machine, the offer will receive the following number of points, depending on the indicated parameters resulting from the tests performed on the machine in accordance with the formulas presented below for each parameter separately.

A detailed description and guidelines for testing, along with additional documents for carrying out the tests, are included in Annex No. 3 – Test Guidelines, Annex No. 4 – Printing Template, Annex No. 5 – 145.6x300mm Die, Annex No. 6 – Printing and Cutting Test Analysis Report, Annex No. 7 – Print Registration

The following parameters will be assessed and scored:

Based on the submitted sample printout from Test No. 1:



1. The amount of material needed for print setup – measured as the length of the material web from the beginning of the print to the first registered print. The job will be considered registered correctly when the registration dots of each of the 6 colors fit within the fields printed in the first color (Cyan) without overlapping the lines.

The element subject to assessment is marked in Annex 7.

Formula to calculate the number of points:

The smallest measured result among the bidders (cm)

_____ x 5 = Number of points

Bidder's result (cm)

2. Print Uniformity – The print stability of Pantone colors will be measured as the DeltaE difference of the spectrophotometric measurement (Xrite Exact2) of a given color in different areas of the print at a given speed. An average will be calculated from the maximum values obtained at different speeds. The purpose of the test is to determine the degree of color discrepancy between the lightest and darkest areas of a single print.

Formula to calculate the number of points:

The lowest average among bidders (DelatE)

_____ x 5 = Number of points

Bidder Average (DeltaE)

3. Decrease in optical density – the optical density of the Magenta color will be measured between a sample printed at 30 m/min and 120 m/min as measured by a densitometer (Xrite Exact2).

Formula to calculate the number of points:

The smallest difference among bidders (D)

_____ x 5 = Number of points

Bidder's Difference (D)

4. Waste after stopping – the number of meters of waste material will be measured after stopping and restarting the machine at a speed of 120 m/min (test point 3) from the moment of stopping until the print is re-registered according to the criterion from point 1 – illustrated in Annex No. 7).

Formula to calculate the number of points:

The smallest measured amount of waste (m)

_____ x 5 = Number of points

Bidder's result (m)

Based on the submitted video from Test No. 1:

5. Maximum print speed

The recording of the machine panel showing the speed during the final phase of test no. 1 – point 4, will be evaluated.

Formula to calculate the number of points:

Maximum speed achieved by the bidder (m / min)

_____ x 5 = Number of points

Highest achieved speed (m / min)

Based on the submitted video from Test No. 2:

6. Maximum die cutting speed

A recording of the machine panel showing the speed during test #2 will be evaluated.

Formula to calculate the number of points:

Maximum speed achieved by the bidder (m / min)

_____ x 5 = Number of points

Highest achieved speed (m / min)

The costs related to the performance of Test No. 1 and Test No. 2 are fully covered by the Contractor.

The Ordering Party will evaluate each parameter individually.

A necessary condition for the evaluation of Criterion III is the submission of:

- completed Appendix No. 2, Bid Form
- one continuous roll of test results (in accordance with the guidelines specified in Appendix 3) must be delivered/sent to the Ordering Party's address by the bid submission deadline, i.e., **by February 28, 2026**, on which a printed test (Appendix No. 4 and Appendix No. 5) consisting of the sequentially performed activities listed in Appendix No. 3, Test Guidelines, must be delivered/sent to the Ordering Party's address
- a video showing the test execution must be sent by the bid submission deadline, i.e., **by midnight on February 28, 2026**, showing the moment of inserting the markers referred to in these guidelines. The video must be made continuously as a single recording of all test elements. **The Ordering Party allows the Ordering Party to send a video of the tests to the Ordering Party's email address: michal@drukarniaflexon.pl.**

The submitted printout and video will be analyzed by the Ordering Party, and the measurements taken will be recorded by the Ordering Party in Appendix No. 3 – Printing and Die-Cutting Test Analysis Report (parameters 1-5).

If, during the analysis and evaluation of the parameters performed by the Ordering Party, it is found that they are inconsistent with the results indicated by the Contractors in Appendix No. 2 of the Bid Form, the Ordering Party reserves the right to reject such offer as inconsistent with the evidence provided by the Contractor in the form of the submitted video of the Contractor's tests and the submitted roll of print made during the tests.

7. Points calculation method:

- Total maximum points = 100.00 points.
- The Ordering Party will sum up the points obtained in individual evaluation criteria according to the formula:

$\Sigma = \text{Points obtained in Criterion I} + \text{Points obtained in Criterion II} + \text{Points obtained in Criterion III}$

8. The offer must refer to all the offer selection criteria.

9. The bidder who obtains the highest number of points will win the tender procedure.

10. If bidders receive the same number of points, the bid with the lower price will win.

11. If bidders receive the same number of points and submit the same lowest price, the Ordering Party will ask these entities to re-submit their price offers.

12. The commencement date of the order execution is the date of signing the contract, and the completion date is the date of signing the acceptance protocol of the Subject of the Order signed by the Ordering Party.
13. **Deadline for completion of the Subject of the Order – up to 33 weeks from the date of signing the contract.**
14. In the offer form, the bidder should indicate the actual deadline for completion of the subject of the contract, regardless of the deadline indicated in the previous point.

V. CONDITIONS OF PARTICIPATION IN THE PROCEEDINGS

1. Any entity with the knowledge, experience, necessary authorizations and potential to timely complete this request for quotation with the utmost care and who meets all the conditions indicated below may apply for the execution of the contract:
 - a) He realized in During the last three years prior to the deadline for submitting offers, and if the period of business activity is shorter, during this period, at least three deliveries, including assembly and installation of machines with specifications similar to the machine being the subject of the contract, with the same or similar functionalities. **A single investment amount of not less than EUR 700,000 – copies of reference letters/acceptance protocols/or other documents confirming the value and unconditional performance of this condition must be submitted.**
2. An entity that is in an economic or financial situation that guarantees the proper execution of the order may apply for the execution of the order.
3. The provisions of points 1-2 will be verified on the basis of the declaration – the content of the declaration included in the offer form attached to the request for quotation and the attached documents referred to in point 1
4. In the event of any doubts as to the potential and economic or financial situation of the bidder, in accordance with the provisions of points 1 and 2, the ordering party reserves the right to request, at the stage of offer evaluation additional documents confirming the potential (additional acceptance and commissioning protocols, etc.) as well as documents confirming the financial situation, etc.
5. A tenderer applying for the execution of a contract is obliged to fulfil the information obligations provided for in e.g. 13 or e.g. 14 of the GDPR (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016) towards natural persons from whom personal data has been obtained directly or indirectly in order to apply for the award of a contract in this procedure.
6. The entity applying for the contract must not have any personal or capital ties to the Ordering Party. Capital or personal ties are understood as any mutual ties between the Ordering Party or persons authorized to incur obligations on behalf of the Ordering Party, or persons performing activities on behalf of the Ordering Party related to the preparation and conduct of the supplier selection procedure, and the supplier, including in particular:
 - participating in the company as a partner in a civil partnership or partnership, owning at least 10% of shares or stocks (unless a lower threshold results from legal provisions), acting as a member of the supervisory or management body, proxy, or attorney,
 - being in a marital relationship, a relationship of kinship or affinity in a direct line, a relationship of kinship or affinity in the collateral line up to the second degree, or being related by adoption, care or guardianship, or being in cohabitation with the ordering party, his legal representative or members of the ordering party's management or supervisory bodies,
 - being in such a legal or factual relationship with the contracting authority that there is a justified doubt as to their impartiality or independence in connection with the contract award procedure.

7. In the event of a connection as referred to in the previous point, the bidder will be excluded from the procedure.
8. Pursuant to 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 of 2025, item 514), the following are excluded from the public procurement procedure:
 - an economic operator listed in the lists set out in Council Regulation (EC) No 765/2006 and Council Regulation (EU) No 269/2014 or entered on the list on the basis of a decision on entry on the list deciding on the application of the measure referred to in Article 1 item 3 of the Act,
 - a contractor whose beneficial owner within the meaning of the Act of 1 March 2018 on counteracting money laundering and terrorist financing (Journal of Laws of 2025, items 644 and 655) is a person included in the lists specified in Council Regulation (EC) No 765/2006 and Council Regulation (EU) No 269/2014 or entered on the list or being such a beneficial owner from 24 February 2022, provided that he or she was entered on the list on the basis of a decision on entry on the list deciding on the application of the measure referred to in Art. 1 item 3 of the Act,
 - an economic operator whose parent entity within the meaning of Art. 3 sec. 1 item 37 of the Accounting Act of 29 September 1994 (Journal of Laws of 2023, item 120) is an entity listed in the lists specified in Council Regulation (EC) No 765/2006 and Council Regulation (EU) No 269/2014 or entered on the list or being such a parent entity from 24 February 2022, provided that it was entered on the list on the basis of a decision on entry on the list deciding on the application of the measure referred to in Art. 1 item 3 of the Act.
9. In the case of a contractor excluded pursuant to Article 7, paragraph 1 of the Act of 13 April 2022 (Journal of Laws of 2025, item 514), the contracting authority rejects such contractor's offer. Furthermore, as part of the verification of the grounds for exclusion referred to above, the contracting authority reserves the right to request the contractor to provide explanations.
10. All additional costs related to submitting a bid are the responsibility of the Bidder.
11. Bidders participate in the tender procedure at their own risk and expense and are not entitled to any claims arising from the Ordering Party's withdrawal from the tender procedure.

VI. METHOD OF PREPARING AND SUBMITTING OFFERS

1. The offer must be prepared in accordance with the guidelines outlined in the Request for Proposal and the templates (attachments) provided by the contracting authority, and must contain the information and data specified in these documents. Any corrections to the offer (crossing out, altering, supplementing, overwriting, adding, using correction fluid, etc.) must be legible and signed by the person representing the contractor.
2. The offer must refer to all the offer selection criteria.
3. The offer and its attachments must be signed in writing or in electronic form as referred to in Article 78 and Article 78 of the Civil Code.
4. The offer must be signed by the person(s) authorized to represent the Contractor in accordance with the registration document, and the signatures must enable the identification of the persons submitting them, i.e. for example, the signature should be submitted with a personal stamp or the signature should be legible and include the name and surname.
5. In case the offer is signed by a proxy/authorized person, power of attorney/
the authorization must be attached to the offer.
6. If the Contractor is not registered in the Polish National Court Register or

Central Registration and Information on Business, the offer must be accompanied by another registration document stating the right to represent the entity.

7. **BIDDER'S CONTACT DETAILS** – in Appendix 2, i.e., the Bid Form: the contact person for the submitted bid and their contact details should be clearly indicated. If the address details are unreadable, the Ordering Party reserves the right to contact the Contractor via the publicly available contact details.

If it is impossible to contact the Contractor, the offer will be rejected.

8. **The validity period of the offer is 30 calendar days.**
9. If any amounts are provided in foreign currencies, the Ordering Party will convert these amounts into PLN at the average exchange rate of the National Bank of Poland applicable on the date of the announcement of the Request for Quotation. If the average rate is not published on that day, the Ordering Party will use the average rate from the last day before the date the inquiry is published.
10. **Each bidder may submit only one offer.**
11. The bidder may make changes to the submitted bid or withdraw it, provided that he does so before the deadline for submission of bids.
12. The offer should be submitted in electronic form - directly on the BK2021 Competitiveness Database platform <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/> until February 28, 2026 .

In the case of a video of the tests performed, the Ordering Party allows the recording to be sent to the Ordering Party's email address, i.e. michal@drukarniaflexon.pl. In the case of a roll with a printout of the tests, it must be delivered to the Ordering Party's address, i.e. ul. Wiejska 48, 42-700 Jawornica, Silesian Voivodeship.

13. The Contracting Authority will only provide answers to questions asked directly on the BK2021 Competitiveness Database platform <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/> .

Deadline for submitting questions: until 12/02/2026 , midnight; questions submitted after this deadline will remain unanswered.

14. **Communication in the procurement procedure, including the announcement of the request for proposals, submission of offers, exchange of information between the contracting authority and the contractor, and the submission of documents and declarations, shall be carried out in writing via <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/> .**

VII. RESOLUTION OF THE REQUEST FOR TENDERING

1. In cases where it proves necessary, the Ordering Party has the right to ask the bidder to supplement the submitted offer.

Changes may not affect bid parameters that affect the score obtained in accordance with the bid evaluation criteria. The Contracting Authority also reserves the right to independently correct obvious errors. Where necessary, the Contracting Authority reserves the right to request additional clarification from the bidder regarding the submitted bid.

2. The Ordering Party reserves the right to extend the deadline for submitting offers and to cancel the inquiry (in whole or in part) without giving any reason and without incurring any legal or financial consequences.
3. The Ordering Party reserves the right to cancel the tender procedure at any stage without giving any reason.
4. If, during the analysis and evaluation of the parameters for CRITERION III carried out by the Ordering Party, it turns out that they are inconsistent with the results indicated by the Contractors in Appendix No. 2 of the Offer Form, then the Ordering Party reserves the right to reject such an offer as inconsistent with the evidence provided by the Contractor in the form of the submitted video of the Contractor's tests as well as the submitted roll with the print made during the tests.

5. In justified cases, the Ordering Party may modify the content of the request for proposals before the deadline for submitting offers - setting a new deadline for submitting offers.
6. The Ordering Party will inform about the scope of changes in the request for proposals.
7. Any modifications, additions, arrangements and changes, including changes to deadlines, become an integral part of the request for proposals and will be binding upon the submission of offers.
8. All rights and obligations of the Ordering Party and Bidders regarding previously agreed deadlines will be subject to the new deadline. In such a case, each bidder will have the right to update their bid already submitted.
9. This does not apply to insignificant corrections to the content of the request for proposals.
10. If the selected Contractor withdraws from signing the contract with the Ordering Party, the Ordering Party may sign the contract with the next Contractor who obtained the next highest number of points in the procedure.
11. The Ordering Party shall notify all Bidders participating in the proceedings about the termination of the procurement procedure without selecting a bid by posting relevant information on the website <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl>.
12. If the procedure is terminated without selecting any of the offers, Bidders shall not be entitled to claim reimbursement of the costs of participation in the procedure.
13. The Ordering Party will publish information on the results of the procedure in the same way as the request for proposals was published in the competitiveness database <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl>.
14. The Ordering Party may withdraw from signing the contract without giving any reason.

VIII. MINIMUM SCOPE OF THE AGREEMENT

1. The order will be executed on the basis of a written agreement concluded between the Ordering Party and the Bidder.
2. The conclusion of the procurement contract shall be made in writing or in electronic form, as referred to in Article 78 and Article 78 of the Civil Code.
3. The order execution period will be included in the contract with the contractor.
4. Planned date of signing the contract – within the validity period of the offer.
5. The Ordering Party allows advance payments, i.e.:
 - 30% - advance payment after signing the contract
 - 65% - payable after receiving the machine from the manufacturer (FAT)
 - 5% - payable after installation and commissioning of the machine at the customer's
6. The condition for signing the final protocol, in addition to the correct and faultless execution of the delivery, will be the fulfillment by the Contractor of all tasks arising from the request for proposals and the agreement concluded between the parties.
7. The Ordering Party envisages the possibility of making 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:
 - a) the change of the deadline for the completion of the subject of the order does not go beyond the project implementation deadline, i.e. December 31, 2027, and does not negatively affect the stages of project implementation .
 - b) changes to the provisions of the agreement on co-financing the implementation of the project "***Improving energy efficiency in the label production process at Flexon sc, consisting in***



the replacement of a technological device" which the Ordering Party will sign with the entity providing co-financing, in particular if this agreement is changed after the date of awarding this contract,

- c) A change in the provisions of the contract in relation to the content of the offer is permissible if it is beneficial to the Ordering Party and was not foreseeable at the stage of signing the contract, including in the event that:
 - there will be a change in generally applicable legal provisions to the extent affecting the implementation of the subject matter of the contract;
 - there are discrepancies or ambiguities in the Agreement that 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 ensure a clear interpretation of its provisions by the Parties,
 - there are changes in the value of the contract, i.e. increases or decreases in the rates of value added tax relating to the subject of the contract as a result of changes to the Act of 11 March 2004 on value added tax, which will come into force after the date of conclusion of the contract and before the contractor performs the subject of the contract,
 - for reasons beyond the control of either party, it is not possible to execute the contract within the time specified therein,
 - in the event of a force majeure event that prevents the performance of the subject matter of the Agreement in accordance with its provisions. "Force majeure" means external, unpredictable, unexpected events beyond the control of the Parties, occurring after the signing of the Agreement and resulting in the impossibility of fulfilling the Agreement,
 - circumstances occur which the ordering party, acting with due diligence, could not have foreseen,
 - as a result of reasons beyond the control of the Ordering Party and the Contractor (while exercising due diligence) resulting in the impossibility or significant delays in the execution of the order, and in particular the temporary unavailability of resources needed to execute the subject of the order on the market,
 - in the event of circumstances beyond the Contractor's control, at his justified 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 his fault
- d) The contractor to whom the contracting authority awarded the contract is to be changed provided that:
 - as a result of succession, assuming the rights and obligations of the contractor, as a result of a takeover, merger, division, transformation, bankruptcy, restructuring, inheritance or acquisition of the existing contractor or its enterprise, provided that the new contractor meets the conditions for participation in the procedure and does not entail other significant changes to the contract and is not intended to avoid the application of the principle of competition
 - as a result of the ordering party taking over the contractor's obligations towards its subcontractors in the event of a change of subcontractor, the ordering party may conclude an agreement with a new subcontractor without changing the terms of the contract, taking into account the payments made for the work performed so far,
 - the amendment does not lead to a change in the overall nature of the contract and the total value of the amendments is less than EUR 5,382,000 in the case of construction works and EUR 140,000 in the case of supplies and services and at the same time is less than 10% of the order value originally specified in the contract in the case of service or supply contracts or, in the case

of construction works contracts, is less than 15% of the order value originally specified in the contract.

- e) The changes concern the implementation of additional supplies, services or construction works from the current contractor, not covered by the basic contract, provided that they have become necessary and the following conditions have been met:
- the change of contractor cannot be made for economic or technical reasons, in particular concerning the interchangeability or interoperability of equipment, services or installations ordered under the basic contract,
 - a change of contractor would cause significant inconvenience or a significant increase in costs for the ordering party,
 - the value of the changes does not exceed 50% of the order value originally specified in the contract,
8. Any changes to the provisions of the contract must be made in writing under pain of nullity and require the consent of both parties.

IX. CONTRACTUAL PENALTIES

1. The Ordering Party envisages the application of a contractual penalty clause:
The Contractor will pay the Ordering Party a contractual penalty of 0.2% of the total remuneration net for each day of delay in relation to the completion date specified in the Agreement.
The maximum contractual penalty is 20% of the net contractual remuneration.
2. The Ordering Party will be entitled to claim additional compensation in accordance with the principles general exceeding the amount of the stipulated contractual penalties.
3. Fines will be paid by bank transfer within fourteen days after receipt of the notice.
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X. INFORMATION ABOUT ANTICIPATED ADDITIONAL ORDERS

The Ordering Party shall not award contracts to a contractor selected in accordance with the principle of competitiveness for additional deliveries consisting in partial replacement of delivered products or installations or increasing current deliveries or expanding existing installations, and a change of contractor would lead to the acquisition of materials with different technical properties, which would cause technical incompatibility or disproportionately large technical difficulties in the use and maintenance of these products or installations (the duration of the contract for additional deliveries may not exceed 3 years).

XI. ATTACHMENTS

Annex No. 1 – Information clause pursuant to Article 13 of the GDPR
Appendix No. 2 – Offer form
Annex No. 3 – Test Guidelines,
Appendix No. 4 – printable template,
Appendix No. 5 – Punching die 145.6x300mm,
Appendix No. 6 – Report on the analysis of printing and die-cutting tests,
Appendix No. 7 – Print fit.