

Szczecinek, 27-02-2026

## OFFER ENQUIRY NO. 1/2026

realized within the framework of the project titled: *"Increasing the potential of intermodal transport services provided by Silva LS sp. z o. o. through the purchase of rolling stock and handling equipment"*, granted within the framework of the competition no. KPOD.09.09-IW.02-001/24, call for investments: E2.1.3 - Intermodal transport within the framework of the National Recovery and Resilience Plan/component E.

### I. ORDERING PARTY

**Silva LS Sp. z o.o.**

1 Waryńskiego Street  
78-400 Szczecinek  
NIP: 6731796092  
REGON: 320108793

**Persons authorised by the Ordering Party to contact with regard to the order:**

Anna Chwaszcz  
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### II. MODE OF AWARDING THE CONTRACT

1. The Ordering Party is not an entity obliged to apply the provisions of the Act of 11 September 2019 Public Procurement Law (Journal of Laws of 2024, item 1320 as amended).
2. This procurement procedure is conducted in accordance with the "Procedure for the award of a contract under the investment project entitled *"Increasing the potential of intermodal transport services provided by Silva LS sp. z o. o. through the purchase of rolling stock and handling equipment"* dated 01.09.2025 and in accordance with the rules set out in this procedure.

### III. DESCRIPTION OF THE SUBJECT MATTER OF THE CONTRACT

1. **Type of contract:** supply
2. **Name and code according to the Common Procurement Vocabulary (CPV)**  
34621100-7 Rail freight wagons
3. **Technical specification of the subject matter of the contract:**  
**The subject of the order** is delivery of 100 (in words: one hundred) brand new 8-axle 80' wagons (intermodal platforms) used for transporting intermodal loading units of various types (20', 30', 40') (hereinafter: **"Subject of Order"**).

PARAMETER	VALUE
Climate zone	T1 -TSI WAG
Gauge	G1
Container loading capability	20', 30', 40' at equal axle loads
Wheel base	1435 mm
Maximum wagon length with buffers	26 650 mm
Load length (total per wagon)	24 600 mm
Height of buffer axis from edge of track	1 025 mm
Height of the coupling centre line from the edge of the track	1 005 mm
Maximum tare of wagon	33 000 kg
Maximum loaded wagon weight	180 000 kg
Maximum axle load	22 500 kg
Maximum speed of empty wagon	not less than 120 km/h
Maximum speed with 22,5 t axle load	not less than 100 km/h
Load compartment height	up to 1250 mm
Bogie type	Y25
Brake type	GP-A
Minimum curve radius	75 m
Type of buffer	105 mm Category A
Wagon made of steel	according to EN 10025-2 / S 355J2+ N
Wagons fitted with parking brakes	brakes on each wagon are operated from two sides
Thermal monoblock wheels	diameter 920 mm
Brake shoes	composite
Wagon marking	according to TSI+ wagon owner logo and address data
Wagon accessories	TSI compliant, Zn coated wagon steps

Paint coatings	Coating corrosivity category C-3
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4. The Ordering Party requires that the Supplier, together with the delivery of each lot of the Subject of the Order, provides:
  - a) **Operating Instructions** for the wagons to be delivered,
  - b) **Technical Conditions of Execution and Acceptance of a Railway Wagon, its Assemblies and Components (TCoEA)**, delivered with the first wagon of a given type at the latest on the day of its acceptance. The Technical Conditions of Execution and Acceptance must include:
    - specification of the subject of the conditions;
    - the scope of application.
  - c) **Certificate of release for operation of a particular type of railway wagon**, delivered with the first wagon of a given type at the latest on the date of its acceptance.
  - d) **The certificate of placing in service following the completed production process, at the latest on the date of its acceptance.**
  - e) **Operation and Maintenance Documentation (O&M).**
  - f) **Wagon design technical documentation** together with the first wagon of a given type, at the latest on the date of its acceptance.
  - g) **Variable parts catalogue** with manufacturers and suppliers (including exploded drawings with assembly dimensions) supplied with the first wagon of a given type at the latest on the date of its acceptance.
  - h) **UDT inspection log books (passports)** for the equipment subject to technical supervision, supplied with each wagon at the latest on the date of its acceptance.
  - i) **Declaration of verification of conformity of the rolling stock subsystem for the wagon manufactured with the applicable rail interoperability requirements.**
  - j) **EC Declaration of Conformity.**
  - k) **The complete set of documents used by the Supplier to register the wagons on behalf of the Ordering Party with the European Railway Agency (ERA) through the European Vehicle Register (EVR).**
  - l) **Documentation of the Maintenance System (DSU) of the railway vehicle compliant with the certificate of placing in service of the type of railway vehicle offered.**
5. The Supplier guarantees that the Subject of the Order delivered by him shall be brand new, free of any physical and legal defects, in particular that it does not infringe any intellectual property rights of third parties, as well as any copyright, trademark protection rights, patents or rights from registration of industrial/utility models.
6. The Ordering Party requires the Supplier to ensure availability of subassemblies and other necessary elements of the Subject of the Order for at least 10 years from the date of acceptance of a given lot of the Subject of the Order. If the Supplier is not in a position to personally provide the Ordering Party with the aforementioned components during the aforementioned period, the Supplier is obliged to take all necessary and reasonable actions to find/organise a substitute supplier or to find/organise suitable replacements for the aforementioned components.

7. The Ordering Party requires that the Subject of the Order complies with the DNSH principle (Do No Significant Harm principle).
8. The Ordering Party requires that the Subject of the Order be manufactured in a plant with implemented standards for environmental management systems limiting the negative impact of the organisation on the environment (e.g. ISO 14001 or equivalent) and where processes are monitored and CO<sub>2</sub> emissions and energy efficiency standards are met.
9. **Deadline for the delivery of the Subject of the Order:** no later than 25.06.2026.  
The Ordering Party allows that the delivery of the Subject of the Order may take place in batches, according to the schedule proposed by the Supplier, whereby each batch may not be less than 20 wagons or should be a multiple of 20 wagons (i.e. 20, 40, 60 or 80 wagons).  
The Order shall be considered completed on the day when the Ordering Party signs the Acceptance Protocol for the last batch of the Subject of the Order. On this date, the Supplier is obliged to complete the works in full and to fulfil all formalities constituting a contractual obligation.
10. **Place of delivery of the Subject of Order:** ul. Waryńskiego 1, 78-400 Szczecinek.  
The Ordering Party requires that the delivery of the Subject of the Order is carried out in accordance with the DAP formula (according to INCOTERMS 2010) to the Orderer's railway siding in Szczecinek.
11. The Ordering Party **does not allow** submission of partial offers.
12. The Ordering Party **does not allow** for submission of variant offers.

#### **IV. GROUNDS FOR EXCLUSION FROM PARTICIPATION IN THE PROCEDURE**

1. The following are excluded from participation in the tender procedure: Suppliers who have capital or personal links, which means mutual links between the Ordering Party or persons authorised to contract liabilities on behalf of the Ordering Party or persons performing activities on behalf of the Ordering Party related to the execution of the procedure for selecting the Supplier and the Supplier, consisting in particular of:
  - 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 the law),
  - c) being a member of a supervisory or managing body, a proxy, a representative,
  - d) being married, in a relationship of kinship or affinity in a straight line, or in a relationship of kinship or affinity in the collateral line to the second degree, or being in a relationship of adoption, custody or guardianship, or being in cohabitation with the Supplier, its legal deputy, or members of managing or supervisory bodies of the Suppliers bidding for the contract,
  - e) remaining with the Supplier in such a legal or factual relationship that there is a reasonable doubt as to their impartiality or independence in connection with the procurement procedure .
2. Suppliers who are subject to exclusion pursuant to 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 EU No. L 229 of 31.7.2014, p. 1), hereinafter: Regulation 833/2014, as amended by Council Regulation (EU) 2022/576 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine (Official Journal of the EU No L 111, 8.4.2022, p. 1),

hereinafter: Regulation 2022/576, i.e. the Ordering Party excludes participation in the proceedings:

- a) Russian citizens or natural or legal persons, entities or bodies based in Russia,
  - b) legal persons, entities or bodies in which more than 50% of the ownership rights are directly or indirectly held by an entity referred to in point (a) of this paragraph;
  - c) natural or legal persons, entities or bodies acting on behalf of or under the direction of an entity referred to in (a) or (b) of this point, including subcontractors or suppliers, where they account for more than 10% of the contract value.
3. Suppliers who are subject to exclusion on the basis of Article 7(1) of the Act of 13 April 2022 on Special Solutions to Counteract Supporting Aggression against Ukraine and to Protect National Security (Journal of Laws of 2025, item 514, as amended) from the procurement procedure, i.e. the Ordering Party excludes:
- a) A Supplier listed in the lists set out in Regulation 765/2006 and Regulation 269/2014 or included in the list on the basis of a decision on inclusion in the list ruling on the application of the measure referred to in Article 1(3) of the Act,
  - b) A Supplier whose beneficial owner, within the meaning of the Act of 1 March 2018 on the prevention of money laundering and terrorist financing (Journal of Laws of 2023, item 1124, as amended), is a person listed in the lists set out in Regulation 765/2006 and Regulation 269/2014 or listed or being such a beneficial owner as from 24 February 2022, provided that it has been listed on the basis of a decision on listing conclusive of the measure referred to in Article 1, point 3 of the Act,
  - c) A Supplier whose parent company within the meaning of Article 3 (1) (37) of the Accounting Act of 29 September 1994 (Journal of Laws of 2024, item 619, 1685 and 1863, as amended) is an entity listed in the lists set out in Regulation 765/2006 and Regulation 269/2014 or listed or being such a parent company as of 24 February 2022, provided that it has been listed on the basis of a decision on listing conclusive of the measure referred to in Article 1 (3) of the Act.
4. In order to prove that there are no grounds for exclusion from the proceedings for the award of the subject contract referred to in the points above, the Supplier should submit, together with its offer, a self-declaration about the absence of grounds for exclusion in accordance with the specimen constituting *Appendix No. 1* to the Offer Enquiry - "*Declaration about the absence of grounds for exclusion from the proceedings*".
5. The offer of an excluded Supplier shall be deemed rejected.

## **V. TERMS AND CONDITIONS OF PARTICIPATION IN THE TENDER PROCEDURE AND DESCRIPTION OF THE METHOD USED TO ASSESS THEIR FULFILMENT**

1. The tender procedure is open to Suppliers who meet the condition:
  - 1.1. have the experience necessary to perform the contract.** The Ordering Party shall consider that the Supplier meets the above condition if the Supplier demonstrates that within the last 5 years before the deadline for submission of offers, or if the period of activity is shorter – within such period, the Supplier has completed the delivery of at least 200 (two hundred) intermodal platforms for container transport.

In order to assess whether the Supplier meets this condition, the Supplier shall submit, together with its offer, a list of contracts constituting Annex no. 2 to the Offer Enquiry "List of realized orders". The list should be accompanied with selected documents (e.g. letters of recommendation, acceptance protocols) confirming that deliveries have been duly completed.

**1.2. have the financial capacity** to ensure the execution of the order. The Ordering Party will consider the fulfilment of the condition in question as:

**1.2.1.** demonstration by the Supplier of having financial resources on a bank account or credit capacity in an amount not lower than PLN 35,000,000.00 (thirty-five million zlotys).

In order to assess whether the Supplier meets this condition, the Supplier shall submit, together with its offer, information from a bank or its copy certified as "true to the original", confirming the amount of the Supplier's financial resources or creditworthiness, issued not earlier than 3 months before the deadline for submission of offers.

In the case of information from a bank issued in a currency other than PLN, the Ordering Party will convert the stated value of financial resources or credit capacity into PLN at the average exchange rate of the National Bank of Poland (NBP) from the date of publishing the Offer enquiry in the Competitiveness Base. If the average NBP exchange rate is not published on that day, the Ordering Party shall adopt the average exchange rate from the last day before the day the Offer Enquiry was made public, on which the exchange rate for a given currency was published.

**1.2.2.** demonstrating that the Supplier, in the last three financial years, and if the period of activity is shorter - in this period, achieved average annual net sales revenues in the scope of activities covered by the order in the amount of not less than PLN 50,000,000.00 (fifty million zlotys).

In order to assess whether the Supplier meets this condition, the Supplier shall submit, together with its offer, financial statements or a part thereof, and if it is subject to audit by an audit firm in accordance with the provisions on accounting, also with a report on the audit of the financial statement, and in the case of Suppliers not obliged to prepare a financial statement, other documents specifying in particular revenues and assets and liabilities.

In the case of documents confirming revenues drawn up in a currency other than PLN, the Ordering Party will convert the value of revenues into PLN at the average exchange rate of the National Bank of Poland (NBP) from the day of publishing the Offer enquiry in the Competitiveness Base. If the average NBP exchange rate is not published on that day, the Ordering Party shall adopt the average exchange rate from the last day before the day of publishing the Offer Enquiry, on which the exchange rate for a given currency was published.

- 1.2.3.** possession by the Supplier of civil liability insurance within the range of its business activity connected with the Subject of the Order for the guarantee amount not less than PLN 40,000,000.00 (in words: forty million zlotys).

In order to assess whether the Supplier meets this condition, the Supplier shall submit, together with its offer, a document or documents confirming that the Supplier is insured for civil liability within the scope of its business activity related to the Subject of the Order for a guarantee amount not less than specified by the Ordering Party, along with the proof of payment of the insurance premium.

In the case of insurance in a currency other than PLN, the Ordering Party shall convert the given value into PLN at the average NBP exchange rate from the day of publishing the Offer Enquiry in the Competitiveness Base. If the average NBP exchange rate is not published on that day, the Ordering Party shall adopt the average exchange rate from the last day before the date of publishing the Offer Enquiry, on which the exchange rate for a given currency was published.

2. The evaluation of the fulfilment of the conditions for participation in the procedure referred to in item. 1 above, will be made by checking whether the statements and documents submitted by the Supplier confirm the fulfilment of the conditions for participation in the proceedings according to the "meet - do not meet" formula.
3. The offer of a Supplier who does not meet the conditions for participation in the procedure, specified in item. 1 above will be rejected.

## **VI. METHOD OF PREPARING AN OFFER**

1. An offer submitted by the Supplier should be prepared on the form constituting *Appendix No. 1* to the Offer Enquiry - "*Template of the Offer Form*".
2. The Ordering Party recommends using the forms attached to this Offer Enquiry. It is acceptable to submit annexes prepared by the Supplier on their own, provided that they contain all the required information and statements included in the Ordering Party's forms.
3. Offers should be prepared in Polish or English. Documents prepared in other languages should be submitted together with their translation into Polish.
4. The offer and appendices to the offer must be signed by an authorised representative(s) of the Supplier in accordance with the form of representation of the Supplier specified in the Supplier's registration document or by the proxy, in a manner which allows identification of the person signing the documents.
5. The Ordering Party recommends that each written page of the offer (including the attachments to the offer) should be numbered consecutively.
6. The completed Offer Form should be accompanied by:
  - 6.1 Declaration on the fulfilment of information obligations provided for in Article 13 or Article 14 of GDPR, the content of which is included in Appendix 1 to the Offer Enquiry - "*Template of the Offer Form*".



- 6.2 Declaration of no grounds for exclusion, the content of which is included in Appendix No. 1 to the Offer Enquiry - *"Template of the Offer Form"*.
- 6.3 Completed Appendix No. 2 to the Offer Enquiry - *"List of realized orders"* confirming the fulfillment of conditions for participation in the procedure, together with own documents confirming that these deliveries were made properly.
- 6.4 Information from a bank confirming the amount of financial resources or creditworthiness, issued not earlier than 3 months before the deadline for submission of offers, or its copy certified "as a true copy of the original" - Supplier's own appendix.
- 6.5 Financial statements or a part thereof, and if it has been audited by an audit firm in accordance with the provisions on accounting, also with the audit reports, and in case of Supplier not obliged to prepare such a report another documents confirming the amount of revenues – submitted in the original or as a copy certified "as a true copy of the original" - Supplier's own appendix.
- 6.6 A document confirming that the Supplier holds third-party (civil) liability insurance in connection with the business activity related to the Subject of the Order, with an insured (guarantee) sum not lower than that required by the Ordering Party, together with confirmation that the premium has been paid - submitted in the original or as a copy certified as "true copy of the original" - the Supplier's own appendix.
- 6.7 Technical specification of the Subject of Order, which will enable to confirm the requirements and parameters of the Subject of Order expected by the Ordering Party - Supplier's own appendix.
- 6.8 Schedule of deliveries of the Subject of Order - Supplier's own appendix.
- 6.9 If an offer is signed on behalf of the Supplier by a proxy (a person not authorised to do so in the Supplier's registration documents), a document confirming that a power of attorney has been granted must be attached to the offer.
- 6.10 In the case of a tender guarantee provided in the form of a bank or insurance guarantee, the original guarantee document in electronic form must be attached to the Supplier's offer.
7. The Ordering Party hereby informs that offers submitted during the tender procedure are open to other Suppliers and will be made available from the moment of their opening. Offers are made available at the written request of Suppliers who submitted offer in the procedure, with the exception of information constituting a trade secret within the meaning of the provisions on counteracting unfair competition, if the Supplier, not later than on the offer submission deadline, reserved that it cannot be made available and demonstrated that the reserved information constitutes a trade secret within the meaning of art. 11 par. 2 of the Act of 16 April 1993 on counteracting unfair competition (i.e. Journal of Laws Dz. of 2022, item 1233, as amended), i.e. constitutes technical, technological and organisational information of the company or other information of economic value, which as a whole or in a specific juxtaposition and collection of its elements is not commonly known to persons normally dealing with this type of information or is not readily available to such persons, provided that the person authorised to use or dispose of the information has taken, with due diligence, measures to keep it confidential.
8. Should the offer contain information constituting a trade secret within the meaning of the provisions on counteracting unfair competition, the Ordering Party shall recommend that information reserved as a trade secret be sent by the Supplier in a separate file marked "trade secret" separately from the



remaining, non-confidential elements of the offer in a manner that does not raise any doubts as to which of the information contained in the offer constitute such a secret. The pages containing the information referred to in the preceding sentence should be bound separately, but numbered in continuation with the pages of the offer.

9. The Supplier may not reserve information concerning price, name (company), address, completion date, warranty period.
10. The Supplier may submit only one offer.
11. Prior to the deadline for submission of offers, the Supplier may change or withdraw his/her offer.
12. The Supplier shall bear all costs related to the preparation and submission of the offer.

## **VII. TENDER GUARANTEE**

1. The Ordering Party requires a tender guarantee from the Supplier in the amount of PLN 2 000 000.00 (two million zlotys). The tender guarantee must be submitted by the deadline for submission of offers and cover the entire offer validity period.
2. The tender guarantee may be provided in one of the following forms, at the Supplier's choice:
  - 2.1. in cash, by transfer to the Ordering Party's bank account:  
in PLN: PL 79 1240 5400 1111 0000 4915 5202  
in EUR: IBAN: PL 64 1240 5400 1978 0000 4917 2456 SWIFT: PKOPPLPW  
in the title of the transfer please write: "Offer Enquiry No. 1/2026 – tender guarantee", whereby the appropriate amount must be credited to the Ordering Party's account before the deadline for submission of offers,
  - 2.2. in the form of a bank guarantee issued by a bank or financial institution with its registered office in an EU Member State,
  - 2.3. in the form of an insurance guarantee.
3. The tender guarantee must be submitted in PLN or EUR. In the case of a tender guarantee in cash, the transfer must be made in one of these currencies to the Ordering Party's bank account indicated in item 2.1. In the case of a tender guarantee in the form of a bank or insurance guarantee, the amount indicated in the guarantee must be expressed in PLN or EUR.
4. In the case of a tender guarantee submitted in EUR, the Ordering Party shall apply the average exchange rate of the National Bank of Poland (NBP) published on the date of publication of the Offer Enquiry in the Competitiveness Base. If on that date the NBP average exchange rate is not published, the Ordering Party shall apply the most recent average exchange rate published prior to the date of publication of the Offer Enquiry for which the rate was published.
5. The amount of the tender guarantee, after conversion into PLN, may not be lower than the amount specified in item 1.
6. The Ordering Party shall retain the tender guarantee in the event that:
  - 6.1. The Supplier, whose offer was selected as the most advantageous, refused to sign a contract on the terms specified in the offer,
  - 6.2. The Supplier, whose offer was selected as the most advantageous, did not submit a performance bond or did not submit a promissory note together with a promissory note agreement no later than on the day of concluding the agreement,
  - 6.3. conclusion of the contract has become impossible for reasons attributable to the Supplier whose offer was selected as the most advantageous.

7. The Ordering Party shall return the tender guarantee immediately, but not later than within 7 days from:
  - 7.1. expiry of the offer validity period,
  - 7.2. selection of the most advantageous offer, except for the Supplier whose offer was selected as the most advantageous,
  - 7.3. conclusion of the procurement contract, subject to item. 11.3.2.;
  - 7.4. cancellation of the procedure in question,
  - 7.5. from the date of submission of a request for return of the tender guarantee by the Supplier who submitted a declaration on withdrawal of the offer before the deadline for submission of offers,
  - 7.6. from the date of submission of a request for return of the tender guarantee by a Supplier who has been informed of the rejection of that Supplier's offer.
8. The Supplier's submission of a request for return of the tender guarantee shall result in termination of the legal relationship with the Supplier.
9. If a tender guarantee is submitted in the form specified in para. 2.2. or 2.3. the release of the tender guarantee shall be effected by submitting a statement of release of the tender guarantee to the guarantor.
10. In the case of a tender guarantee in cash, the whole amount of the tender guarantee must be credited to the Ordering Party's account before the deadline for submission of offers; the name of the Ordering Party and No. 1/2026 must be provided in the title of the transfer; in the case of a tender guarantee in the form of a bank or insurance guarantee, the guarantee document must be submitted in electronic original form with the Supplier's offer.
11. If a tender guarantee is provided in the form of a bank or insurance guarantee:
  - 11.1. the wording of the guarantee must indicate the Supplier as the mandator of the guarantee, the Ordering Party as the person entitled to demand payment under the guarantee, the amount of the guarantee in accordance with the amount of the tender guarantee specified in item. 1,
  - 11.2. the designation of the Offer Enquiry to which the tender guarantee relates,
  - 11.3. an irrevocable and unconditional obligation of the guarantor to pay the whole amount of the tender guarantee at the first request of the Ordering Party addressed to the guarantor in the event that:
    - 11.3.1. The Supplier whose offer was selected as the most advantageous refused to sign the contract on the terms specified in the offer,
    - 11.3.2. the Supplier, whose offer was selected as the most advantageous, did not submit a performance bond or did not submit a promissory note together with a promissory note agreement no later than on the day the contract was concluded,
    - 11.3.3. conclusion of a procurement contract has become impossible for reasons attributable to the Supplier whose offer was selected as the most advantageous,
  - 11.4. the tender guarantee must indicate the exact period of validity ("from - to - date"), and it must be valid not later than on the day of expiry of the deadline for submitting offers and at least for the whole period of being bound by the offer.
12. If an offer is submitted in the form of a bank or insurance guarantee, the electronic original form of the tender guarantee must be submitted with the offer.
13. The above-mentioned regulations on payment of a tender guarantee shall apply in the case of extending the time limit for being bound by an offer, except that in order to extend the validity of a tender guarantee paid in cash, it shall be sufficient for the Supplier to submit a declaration on

extending the validity of the tender guarantee together with a declaration of consent to extend the time limit for being bound by the offer, while with regard to a tender guarantee paid in the form of a guarantee, it shall be required to submit, together with a declaration of consent to extend the time limit for being bound by an offer, a new guarantee for the extended time limit for being bound by an offer or an annex to the submitted guarantee extending its validity by the extended time limit for being bound by an offer.

## **VIII. OFFER VALIDITY PERIOD**

1. The supplier shall remain bound by the offer for a period of **60 days**.
2. The offer validity period shall start as of the offer submission deadline.
3. At the request of the Ordering Party, the Supplier may extend the offer validity period, but the Ordering Party may only once, at least 3 days before the expiry of the offer validity period, request the Suppliers to agree to an extension of this period by a specific period.

## **IX. PLACE AND DEADLINE FOR SUBMISSION OF OFFERS**

1. Offers responding to the Offer Enquiry should be submitted through the Competitiveness Base system (hereinafter: **"Competitiveness Base"**) <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/> through the **"OFFERS"** tab available in the Request for Quotation (announcement). The detailed instruction for Supplier how to register in the Competitiveness Base and how to add an offer is available at: <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/pomoc/50-dodanie-oferty-do-ogloszenia>
2. The deadline for submitting offers is specified within the announcement published on the Competitiveness Base.
3. The offer with the required attachments must be sent in the form of a scanned offer made in writing or in the form of an offer made in electronic form signed with a qualified electronic signature.
4. The deadline for submission of the offer is the date and time of its transmission via the Competitiveness Base system in accordance with paragraph 1 above.
5. An offer submitted after the deadline will not be considered.
6. The Ordering Party reserves the right to extend the deadline for the submission of offers. Each time it will post relevant information in Competitiveness Base at: <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/> in the body of the announcement.

## **X. CRITERIA FOR EVALUATION OF OFFERS AND THE METHOD OF EVALUATION**

1. Offers of Suppliers prepared in accordance with the requirements specified in Section VI of this Offer Enquiry, and not being subject to exclusion from participation in the proceedings in accordance with Section IV of this Offer Enquiry, and meeting the conditions of participation in the proceedings specified in Section V of this Offer Enquiry, shall be evaluated according to the following criteria:

OFFER EVALUATION CRITERION	POINT WEIGHT	DESCRIPTION OF THE WAY OF AWARDING POINTS FOR FULFILLING A GIVEN OFFER EVALUATION CRITERION
<b>Total gross price (<math>K_{\text{price}}</math>)</b>	85	<p>In the criterion "Total gross price" the Ordering Party will carry out an assessment, on the basis of information provided by the Supplier in the Offer Form, constituting Annex no. 1 to this Offer Enquiry.</p> <p>In the Offer Form the Supplier is obliged to indicate the net price, the applicable VAT rate and the gross value inclusive of VAT, rounded to two decimal places while maintaining the mathematical rule for rounding numbers.</p> <p>Correct determination of VAT is the responsibility of the Supplier.</p> <p>Foreign Suppliers who, on the basis of separate regulations, are not obliged to pay taxes in Poland, should only indicate the net price. For the purposes of comparing offers, the Ordering Party shall add, to the indicated net offer price of foreign Suppliers, the amount of the applicable (to the Ordering Party in connection with the performance of the agreement) tax on goods and services and customs duty, if any, which the Ordering Party would be obliged to settle in accordance with the applicable regulations.</p> <p>The gross price is the final price including all costs and price-setting components related to the execution of the Subject of the Order. The Supplier is obliged to include in the offer price all costs necessary to properly, fully and timely execute the Subject of the Order, arising from the conditions and obligations specified in the Offer Enquiry and annexes hereto, as well as its own knowledge and experience.</p> <p>There can only be one price of the Subject of the Order and no price variations are allowed. In order to compare offers, the gross offer price in PLN will be taken into consideration. If Supplier expresses the price in a currency other than PLN, the Ordering Party will adopt an average exchange rate of the National Bank of Poland (NBP), which is available at: <a href="http://www.nbp.pl">www.nbp.pl</a>, published on the date of publication of the Offer Enquiry in the Competitiveness Base, as the exchange rate to be used to convert such currency.</p> <p>The score value in this criterion will be calculated as follows:</p> $K_{\text{price}} = \frac{\text{total gross price of the cheapest of the submitted offers}}{\text{total gross price of the examined offer}} \times 85$ <p>An offer may be awarded max. 85 points for the criterion "Total gross price".</p>
<b>General guarantee (<math>K_{\text{guarantee}}</math>)</b>	10	<p>In the 'General Guarantee' criterion, the Ordering Party will evaluate offers based on the information provided by the Supplier in the Offer Form.</p> <p>The General Guarantee period is measured in months and begins on the day following the signing of the Acceptance Protocol by the Ordering Party for a given batch of the Subject of the Order.</p> <p>The minimum General Guarantee period for the delivered Subject of the Order is 24 months. If the Supplier indicates a General Guarantee period shorter than 24 months, the Supplier's offer will be rejected as non-compliant with the Offer enquiry.</p> <p>The Ordering Party will award points in the 'General Guarantee' criterion solely based on the declared General Guarantee period, without considering the declared Component Guarantee.</p> <p>Points will be awarded as follows:</p> <p>General Guarantee granted for 24 months – 0 points.</p>

		<p>For each additional 6 months beyond the required minimum, the Ordering Party will award 1 point, i.e.:</p> <ol style="list-style-type: none"> <li>General Guarantee granted for at least 30 months – 1 point.</li> <li>General Guarantee granted for at least 36 months – 2 points.</li> <li>General Guarantee granted for at least 42 months – 3 points.</li> <li>General Guarantee granted for at least 48 months – 4 points.</li> <li>General Guarantee granted for at least 54 months – 5 points.</li> <li>General Guarantee granted for at least 60 months – 6 points.</li> <li>General Guarantee granted for at least 66 months – 7 points.</li> <li>General Guarantee granted for at least 72 months – 8 points.</li> <li>General Guarantee granted for at least 78 months – 9 points.</li> <li>General Guarantee granted for at least 84 months – 10 points.</li> </ol> <p>The maximum number of points that can be obtained in the 'General Guarantee' criterion is 10 points.</p>
<b>Weight of platform without load (K<sub>weight</sub>)</b>	5	<p>In the 'Weight of Platform without Load' criterion, the Ordering Party will evaluate the offers based on the information provided by the Supplier in the Offer Form.</p> <p><b>The weight of the platform without load must be stated in kilograms.</b></p> <p>The maximum weight of the platform without load, guaranteed by the Supplier, must be clearly specified, without indicating weight ranges (e.g., in the format 'from _ kg to _ kg' or '_ kg +/- _ %'). If the Supplier specifies weight ranges for the offered platforms in the offer, the Ordering Party will consider the <b>maximum weight</b> for bid evaluation purposes.</p> <p>The maximum allowable weight of the platform without load, as set by the Ordering Party, is <b>33,000 kg</b>. If the Supplier indicates a weight exceeding <b>33,000 kg</b>, the bid will be rejected as non-compliant with the Offer Enquiry.</p> <p>The point value in this criterion will be calculated as follows:</p> $K_{\text{weight}} = \frac{\text{lowest maximum weight of platform without load among all submitted bids}}{\text{maximum weight of platform without load in the evaluated bid}} \times 5$ <p>A bid may receive a maximum of <b>5 points</b> under the 'Weight of Platform without Load' criterion.</p>

- An offer submitted as part of the Subject of the Order may score max. 100 points.
- The final score obtained by a given offer will constitute the sum of points awarded in the above-indicated criteria (i.e.  $K_{\text{price}} + K_{\text{guarantee}} + K_{\text{weight}}$ ). Scores will be rounded up to two decimal places.
- The most economically advantageous offer shall be the offer submitted by a Supplier who is not subject to exclusion from the procedure and whose offer, during the evaluation, obtains the highest score.
- If the Ordering Party is not able to select the best offer due to the fact that two or more offers present the same balance of the price and other offer assessment criteria, the Ordering Party will choose, from among such offers, the offer with the lowest price, and if offers providing for the same price have been submitted, the Ordering Party shall request Suppliers who submitted such offers, to provide additional offers. Suppliers submitting additional offer cannot offer prices higher than the ones offered in the previously submitted bids.

6. With respect to Suppliers who submitted offers within the specified deadline, but such offers do not contain the required documents and declarations or the submitted documents and declarations are incomplete, contain errors or raise doubts indicated by the Ordering Party, the Ordering Party shall request them to submit missing documents or declarations, or to supplement or correct them or to provide explanations within the deadline indicated by the Ordering Party, unless despite the submission, supplementation or correction of such documents or provision of explanations the Supplier's offer is subject to rejection or it would be necessary to invalidate the procedure. Supplier's failure to meet the deadline indicated by the Ordering Party will result in the rejection of the offer. It is not allowed to change the conditions of the submitted offer.
7. With respect to Supplier whose offer may contain an abnormally low price in relation to the Subject of the Order, the Ordering Party reserves the right to request such Supplier, in the manner described in point 6 above, to provide appropriate explanations and present the method of calculation of the gross price of the contract. A price may be considered to be abnormally low if it is lower by at least 30% from the estimated value of the contract or the arithmetic average of the prices of all submitted offers that are not subject to rejection. The Ordering Party shall reject an offer of the Supplier who has not provided explanations, has not provided them within the indicated deadline or if the assessment of the provided explanations with the delivered evidence confirms that the offer contains an abnormally low price with respect to the Subject of the Order. The obligation to demonstrate that the offer does not contain an abnormally low price rests with the Supplier.
8. The Ordering Party will post information on the results of the procedure in the Competitiveness Base at: <https://bazakonkurencyjnosc.funduszeuropejskie.gov.pl> in the "OFFERS" card of the announcement.
9. The Ordering Party reserves the right to invalidate or cancel the procedure at any phase thereof if:
  - a. no offer has been submitted or no offer which is not subject to rejection has been submitted;
  - b. the price of the most advantageous offer or the offer with the lowest price exceeds the amount which the Ordering Party intends to use to finance the contract, unless the Ordering Party can increase such amount to the price of the most advantageous offer;
  - c. the procedure is affected by an irreparable defect which makes it impossible to award the contract while respecting the principles of fair competition and equal treatment of Suppliers or the applicable provisions of law;
  - d. a significant change of circumstances occurred which causes that the conduct of the procedure or the execution of the contract is not in the interest of the Ordering Party, which could not have been predicted at the time of publication of the Offer enquiry.

Suppliers shall have no claims against Ordering Party in the event that the Ordering Party exercises any rights indicated in the previous sentence.

## **XI. CLARIFICATIONS OF THE CONTENTS OF THE OFFER ENQUIRY AND THE WAY OF COMMUNICATING BETWEEN THE ORDERING PARTY AND THE SUPPLIERS**

1. Supplier may approach the Ordering Party with a request for explanation of the Offer Enquiry with the intermediation of the Competitiveness Base via the tab "QUESTIONS", available in the Request for Proposal card (announcements). A detailed instruction how to ask questions through the Competitiveness Base is available at: <https://bazakonkurencyjnosc.funduszeuropejskie.gov.pl/pomoc/53-zadawanie-pytan>.



2. The Ordering Party shall provide explanations no later than 2 days before the lapse of the deadline for submitting offers, provided that the request to provide explanations regarding the Offer Enquiry has been submitted to the Ordering Party no later than until the end of the day on which half of the deadline for submitting offers expires. If the request for explanation of the Offer Enquiry is received by the Ordering Party at a later date or concerns the explanations provided, the Ordering Party may provide explanations or leave the request without consideration.
3. The Ordering Party shall post the explanations and answers in the Competitiveness Base in the tab “**QUESTIONS**” available in the Request for Proposal card (announcements). Explanations and answers will constitute an integral part of the Offer Enquiry no. 1/2026.
4. The Ordering Party reserves the right, at any time before the lapse of the deadline for submitting offers, to change or supplement the Offer Enquiry. In the event of such change or supplementation, information thereof shall be immediately reflected in the announcement posted in the Competitiveness Base.
5. If the change referred to in point 4 above makes it necessary to modify the offers, the Ordering Party shall simultaneously extend the deadline for submitting offers in the manner described in point 4.
6. The extension of the deadline for submitting offers shall not affect the deadline for submitting the request referred to in point 2 above.

## **XII. MATERIAL CONTRACTUAL PROVISIONS**

### **1. CONDITIONS CONCERNING ACCEPTANCE OF THE SUBJECT MATTER OF THE CONTRACT**

- 1.1. Prior to the delivery of the Subject of the Order, a visit of authorised representatives of the Ordering Party shall be carried out at the Supplier's plant or at any other place indicated by the Supplier, which makes it possible to verify compliance of the Subject of the Order with the terms and conditions of the contract. The purpose of the visit is to assess the condition of the Subject of the Order, in particular its compliance with the provisions of the contract. The Supplier is obliged to notify the Ordering Party in writing of its readiness to deliver and to carry out the visit, at least 14 (fourteen) days before the planned date of delivery. The notice must be given sufficiently in advance to enable the deadlines indicated in the delivery schedule for the Subject of the Order to be met.
- 1.2. The Ordering Party allows for the possibility of partial acceptance of the Subject of the Order, in lots in accordance with point III.9. of this Offer Enquiry. The Supplier should attach the schedule of deliveries of the Subject of the Order to this Enquiry, which shall constitute an annex to the contract.
- 1.3. If, in the course of a visit by authorised representatives of the Ordering Party, the compliance of the Subject of the Order with the terms and conditions specified in the contract is ascertained, the Parties shall draw up a protocol of compliance (hereinafter: “**Protocol of Compliance**”). The Protocol of Compliance shall be drawn up at the Supplier's plant or at any other place indicated by the Supplier where the conformity of the Subject of the Order with the terms of the contract may be verified, prior to delivery of the Subject of the Order. The Protocol of Compliance will only constitute a preliminary document

establishing the condition of the Subject of the Order. The Protocol of Compliance is necessary for the delivery of the Subject of the Order to the place of performance.

- 1.4. Confirmation of the condition and compliance of the Subject of the Order, delivered to the place of performance as a whole or in batches, with the terms and conditions of the contract shall take place upon signature by the Parties of an Acceptance Protocol (hereinafter: **"Acceptance Protocol"**). The delivery of a given batch shall be deemed to be completed upon the signature of the Acceptance Protocol by both Parties.
- 1.5. The Subject of the Order shall not be deemed to have been delivered if the documents referred to in item III.4 of the Offer Enquiry are not delivered within the deadlines specified therein.
- 1.6. The Ordering Party shall be entitled to refuse to sign the Protocol of Compliance or the Acceptance Protocol in the event of:
  - 1.6.1. the Subject of the Order does not meet the technical conditions specified in the Offer Enquiry or the Supplier's offer, in particular in the case of:
    - 1.6.1.1. defects or faults preventing the Subject of the Order from operating as intended,
    - 1.6.1.2. defects or faults affecting functionality or in case of incompleteness of the performance of the Subject of the Order until the defects are removed.
  - 1.6.2. absence of the documents referred to in item III.4 of the Offer Enquiry, in particular the documents necessary for placing the Subject of the Contract on the market or for its approval for operation.
  - 1.6.3. In the cases referred to in item 1.6.1 or 1.6.2, the Ordering Party may also sign the Protocol of Compliance or the Acceptance Protocol with reservations, indicating the defects found, provided that they are promptly rectified by the Supplier.
- 1.7. Defects or faults in the Subject of the Order found in the Acceptance Protocol - whether signed with reservations by the Ordering Party or unsigned with reasons for refusal - must be rectified by the Supplier at its expense within 30 (thirty) days from the date of the protocol in question.
- 1.8. In the event that the Subject of Order does not comply with the specifications, the Ordering Party may return it to the Supplier at the Supplier's cost and risk, or it may notify the Supplier that the Subject of Order has been rejected and that it is being stored at the Supplier's risk and cost.
- 1.9. The Subject of the Order shall be considered completed upon the signing of the Acceptance Protocol for the last batch of the Subject of the Order by the Ordering Party.

## **2. TERMS OF PAYMENT**

- 2.1. Payment of the price (contractual remuneration) shall be made proportionally to the quantity of the delivered batch of the Subject of the Order in relation to the total order.
- 2.2. Payment shall be made after the delivery of each batch of the Subject of the Order, confirmed by the Acceptance Protocol signed by both the Supplier and the Ordering Party, based on the relevant VAT invoices issued by the Supplier.

2.3. Payment of the price shall be made no later than on the nearest 15th or the last day of the month, after 14 days have elapsed from the completion of the delivery confirmed by the Acceptance Protocol and the submission of a correctly issued VAT invoice to the Ordering Party, whichever occurs later.

2.4. The Ordering Party shall have the right to set off contractual penalties against the remuneration payable to the Supplier under the contract.

### **3. GUARANTEE**

3.1. The Ordering Party requires the Supplier to provide a quality guarantee for the delivered Subject of the Order for a period of at least 24 months from the date of acceptance of the respective batch of the Subject of the Order (hereinafter referred to as the 'General Guarantee'), subject to Section 3.2 below.

3.2. The Ordering Party requires the Supplier to provide an additional quality guarantee for a period of at least 36 months from the date of acceptance of the respective batch of the Subject of the Order for the following components: thermally monoblock wheelsets, wheel bearings, and axle boxes (hereinafter referred to as the 'Component Guarantee').

3.3. The warranty period for each guarantee shall commence on the day following the signing of the Acceptance Protocol without reservations by the Ordering Party.

### **4. PERFORMANCE BOND**

4.1. Prior to conclusion of the contract, the Supplier is obliged to lodge a performance bond, in a form selected by the Supplier: in cash - by transfer to the Ordering Party's bank account, bank guarantee issued by a bank or financial institution with its registered office in an EU Member State or insurance guarantee, in an amount equivalent to 20% of the gross contract value.

4.2. The performance bond serves to cover contractual penalties stipulated in the contract and any potential damage caused by the Supplier in connection with improper performance or non-performance of the contract.

4.3. If a performance bond is provided in the form of a bank or insurance guarantee, the content of the guarantee must include an irrevocable and unconditional obligation of the guarantor to pay the amount specified in the demand for payment at the first request of the Ordering Party addressed to the guarantor in the event that any of the prerequisites for payment of the contractual penalty provided for in the contract are fulfilled, and the Supplier fails to pay the contractual penalty in the required amount or within the time limit specified by the Ordering Party.

### **5. PROMISSORY NOTE AND PROMISSORY NOTE AGREEMENT**

5.1. Irrespective of the obligation to lodge a performance bond referred to in item XII.4, the Supplier shall be obliged to submit, prior to the conclusion of the contract, a signed blank promissory note together with a signed promissory note agreement, with the contents as specified in Appendix 3.

5.2. The promissory note referred to in item 5.1 shall be issued as a promissory note in blanco, with the possibility of being completed up to an amount not exceeding 50% of the gross contract value, in accordance with the signed promissory note agreement.

5.3. The promissory note secures the reimbursement of all or part of the funds received as part of the subsidy granted to the Ordering Party for the Subject of the Contract, if the obligation to reimburse is due to reasons attributable to the Supplier.

5.4. The term of the promissory note security shall cover the entire period of performance of the contract.

## **6. CONTRACTUAL PENALTIES**

- 6.1. In the event of a delay in the delivery of any batch of the Subject of the Order beyond the deadlines specified in the schedule attached to the contract, due to circumstances attributable to the Supplier, the Ordering Party shall be entitled to claim a contractual penalty from the Supplier in the amount of 1% of the net remuneration due for the delayed batch of the Subject of the Order for each commenced day of delay, with the total amount of the contractual penalty not exceeding 20% of the net remuneration. The Ordering Party shall be entitled to claim damages under the general rules of the Civil Code if the value of the damage exceeds the value of the contractual penalties, in particular in the case of loss of co-financing by the Ordering Party.
- 6.2. The total amount of the Ordering Party's claims arising from contractual penalties, the performance bond and the enforcement of rights under the promissory note referred to in items 4 and 5 shall not exceed 50% of the gross contract value.
- 6.3. The Ordering Party shall be entitled to claim compensation under the general principles of the Civil Code if the value of the damage exceeds the amount of the contractual penalties as well as the amounts recoverable under the performance security and the enforcement of rights under the promissory note.

## **7. FORCE MAJEURE**

- 7.1. Neither the Ordering Party nor the Supplier (hereinafter: a Party) shall be liable for any damage caused by the occurrence of any force majeure event.
- 7.2. Force majeure shall be understood as any extraordinary and external event the occurrence and duration of which is beyond a Party's control and which such Party has not been able to prevent despite exercising due care.
- 7.3. The Party which cannot perform its contractual obligations due to a force majeure event should inform the other Party thereof within 14 days from the date of occurrence of such event. This obligation to inform the other Party shall also apply in case of cessation of such event. The failure of the Party which cannot perform its contractual obligations due to the occurrence of a force majeure event to inform the other Party thereof shall result in the deprivation of such Party of the right to invoke the force majeure event in order to evade liability.
- 7.4. If a force majeure event occurs the time allowed for the Parties to perform their obligations shall be extended by the duration of the force majeure event and the period of removal of its consequences.

## **8. FORMALITIES FOR THE CONCLUSION OF THE CONTRACT**

- 8.1. The Ordering Party will call, in writing or by e-mail, on the Supplier whose offer was selected as the most advantageous, to conclude the Contract for the execution of the Subject of the Order, specifying the place and date of its conclusion.
- 8.2. The selected Supplier is obliged to contact the Ordering Party within the time limit indicated in the summons in order to agree on all issues related to the contract to be concluded.
- 8.3. Should the Supplier, whose offer was selected, withdraw from or evade signing the contract with the Ordering Party, the Ordering Party may sign the contract with the next Supplier, whose offer obtained the next highest number of points in the procurement procedure, and retain the offer guarantee in accordance with item VII.6.1.

8.4. The formalities to be fulfilled before concluding the contract include:

- a. indication of the persons authorised to conclude the contract and presentation of powers of attorney (if the circumstances would make it necessary to have a power of attorney),
- b. indication of the banks and account numbers to which the money due to the contracting parties is to be transferred,
- c. payment of a performance bond, in accordance with the provisions of para. XII.4 above,
- d. submission of a certified "true to the original" copy of a third-party liability insurance policy for conducted business activity together with a confirmation of premium payment,
- e. submission of a promissory note together with a signed promissory note agreement signed by the Supplier in accordance with Annex No. 3.

### **XIII. TERMS AND CONDITIONS OF AMENDING THE CONTRACT CONCLUDED AS A RESULT OF THE PROCUREMENT PROCEDURE**

1. The Ordering Party reserves the right to change the Contract in the event of occurrence of at least one of the circumstances listed below, subject to the indicated conditions of making such amendments:
  - 1.1. changes concern the execution of any additional deliveries from the existing Supplier, not covered by the main order, if they have become necessary and the following conditions have been jointly met:
    - a) a change of the Supplier cannot be made due to economic or technical reasons, in particular concerning replaceability or interoperability of equipment, services or installations, ordered as part of the main order,
    - b) a change of the Supplier would cause a significant inconvenience or significant increase in costs for the Ordering Party,
    - c) the value of changes does not exceed 50% of the contract value initially specified in the Contract,
  - 1.2. the change does not lead to a change of the nature of the agreement and the following conditions have been jointly met:
    - a) the necessity to change the Contract is caused by the circumstances which the Ordering Party could not have predicted despite exercising due care,
    - b) the value of the change does not exceed 50% of the contract value initially specified in the Contract,
  - 1.3. the Supplier to which the Ordering Party awarded the Contract is to be replaced by a new Supplier:
    - a) as a result of succession, by assuming the rights and obligations of the Supplier, following an acquisition, merger, division, transformation, bankruptcy, restructuring, inheritance, or purchase of the existing Supplier or its enterprise, provided that the new supplier meets the conditions for participation in the procedure and this does not entail other significant changes to the contract, nor is it intended to circumvent the principle of competitiveness, or
    - b) as a result of the Ordering Party's assumption of the Supplier's obligations towards its subcontractors. In the event of a change of a subcontractor, the Ordering Party

may execute an agreement with a new subcontractor without changing the terms of execution of the order, subject to payments for the works performed thus far,

- 1.4. the change does not lead to a change of the general nature of the agreement, and the total value of changes is less than the EU thresholds within the meaning of Article 3 of the Public Procurement Law and at the same time is less than 10% of the value of the contract initially specified in the agreement in the case of contracts for services or deliveries.
- 1.5. The deadline for or scope of execution of the Subject of Agreement may change in the following situations:
  - a) In the event of Force Majeure, i.e., an extraordinary and external event the occurrence and duration of which is beyond the Ordering Party's or the Supplier's control and which they have not been able to prevent despite exercising due care. In such case the deadline for performance of the Contract shall be extended by the duration of Force Majeure and the period of removal of the consequences thereof. The term "force majeure" means any circumstances which could not have been predicted at the time of execution of the Contract and which are caused by extraordinary events such as war, social unrest, fire, flood, earthquake and natural calamities, sudden supply shortages, epidemic/pandemic, which partially or completely prevent or impede the performance of the Contract.
  - b) In the event of any circumstances beyond the Supplier's or the Ordering Party's control, provided that such change arises from the circumstances which the Supplier or the Ordering Party could not have predicted at the stage of publication of the Offer enquiry or submission of the offer and is not due their fault. The deadline for performance of the Contract shall be extended by the time necessary to eliminate the circumstances for which the Ordering Party or the Supplier is not responsible.
  - c) Suspension of deliveries by the Ordering Party for technical or organizational reasons, which temporarily make it impossible to perform the Contract during the suspension period. The Ordering Party shall notify the Supplier of the suspension of the service indicating the reason for suspension.
  - d) If it is necessary to make any changes to the design of the Ordering Party, which require an approval of the Intermediate Body (a party to the subsidy agreement). In such case the deadline for performance of the Contract may be extended by the time equal to the period between the submission of the request for a change of the design by the Ordering Party and the date of acceptance of the changes by the Intermediate Body.
- 1.6. Other changes:
  - a) In the event of any changes of legal provisions, applicable after the date of execution of the Contract with the Supplier, which introduce new requirements with respect to the performance of the Contract;
  - b) If a decision is obtained from the Intermediate Body concerning the management of funds from the Poland's National Recovery and Resilience Plan, including any changes of the scope of tasks, the deadline for performance of the agreement or imposing additional provisions which the Supplier will be obliged to perform.
2. Amendment terms:
  - 2.1. Initiation of changes – at the request of the Ordering Party and/or Suppliers;



2.2. Form of changes – a written annex to the Contract which has been previously agreed by the Parties, in particular with respect to the necessity to change the contractual deadlines and costs, on pain of nullity of changes.

#### **XIV. PROCESSING OF PERSONAL DATA**

In accordance with Article 13 sec. 1 and 2 of the 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 L, 119. 04.05.2016, p. 1), commonly known as the “GDPR”, please be advised that:

1. The Ordering Party – Silva LS Sp. z o.o.; NIP 6731796092; REGON 320108793 with its registered office at ul. Waryńskiego 1, 78-400 Szczecinek is a personal data controller.
2. All questions concerning personal data processed may be addressed to the Controller at: [rodo.kronospanpolska@kronospan.pl](mailto:rodo.kronospanpolska@kronospan.pl).
3. Personal data shall be processed on the basis of Article 6 sec. 1 c of the GDPR in order to conduct the procedure for awarding a contract and to award the contract, to enter into an agreement concerning the order and to perform the agreement, as well as to document the procedure for awarding the contract and to archive the records.
4. Recipients of personal data shall be persons or entities to which the documentation of the procedure will be made available on the basis of the applicable laws, including in particular the Act of 6 September 2001 on access to public information (consolidated text: Journal of Laws 2018.1330, as amended), as well as entities authorized by the provisions of law, e.g., public authorities, in connection with the proceedings being conducted, entities carrying out evaluations at the request of the Managing Authority, the Intermediate Body or the Beneficiary. Your personal data may also be entrusted to specialist companies, carrying out, at the request of the Managing Authority, the Intermediate Body or the Beneficiary, inspections and audits as part of competition no. KPOD.09.09-IW.02-001/24, recruitment - Investments: E2.1.3 – Intermodal transport within Poland’s National Recovery and Resilience Plan /component E, conducted by the Centre for EU Transport Project, and to entities providing the Management Authority with services related to operation and development of telecommunication and IT systems.
5. Personal data shall be stored for the period necessary to perform and settle the agreement for financing of the Ordering Party, under which the contract is co-financed, i.e., for the period referred to in Article 140(1) of Regulation 1303/2013, and at the same time not less than for a period of 10 years from the date of granting state aid for the Subject of the Contract from the National Recovery and Resilience Plan (KPO).
6. The Supplier’s obligation to provide personal data arises from the participation in the procedure for awarding a contract covered by the Offer enquiry no. 1/2026.
7. With respect to the obtained personal data no decisions shall be made in an automated manner, pursuant to Article 22 of the GDPR;
8. Persons whose personal data will be provided to the Ordering Party in the course of this procedure have:
  - a) on the basis of Article 15 of the GDPR, the right of access to personal data concerning them;
  - b) on the basis of Article 16 of the GDPR, the right to rectification of their personal data;
  - c) on the basis of Article 18 of the GDPR, the right to obtain from the controller restriction of processing of personal data, except as referred to in Article 18 sec. 2 of the GDPR;

- d) right to lodge a complaint to the President of the Personal Data Protection Office if the Supplier considers that the processing of its personal data infringes the provisions of the GDPR;

9. Supplier does not have:

- a) in connection with Article 17 sec. 3 b, d or e of the GDPR, the right of erasure of personal data;
- b) the right of personal data portability referred to in Article 20 of the GDPR;
- c) on the basis of Article 21 of the GDPR, the right to object to personal data processing since the legal basis of personal data processing is Article 6 sec. 1 c of the GDPR.

Supplier is obliged to provide the above information to all persons whose personal data will be provided to the Ordering Party in connection with the submission of an offer in response to the Offer enquiry no. 1/2026 and the execution of the order, which the Supplier confirms by an appropriate declaration of fulfillment of the information obligations provided for in Article 13 or Article 14 of the GDPR contained in the Offer Form, constituting Annex no. 1 to the Offer enquiry.

## **XV. ANNEXES TO THE OFFER ENQUIRY**

Annex No. 1 to the Offer Enquiry	<i>"Template of the Offer Form"</i>
Annex No. 2 to the Offer Enquiry	<i>"List of realized orders"</i>
Annex No. 3 to the Offer Enquiry	<i>"Template of the Promissory Note Agreement and the Blank Promissory Note"</i>