

## **REQUEST FOR QUOTES NO. 01/03/2023 (call for tenders – contract notice)**

*In connection with the implementation of the project, which will be included in the application to obtain funding under the National Reconstruction Plan – submeasure A.2.1.1,*

***STALPROFIL Spółka Akcyjna with its registered seat in Dąbrowa Górnicza at ul. Roździeńskiego 11a, entered in the register of entrepreneurs of the National Court Register kept by the District Court of Katowice – Wschód in Katowice under number 0000113043, NIP 6290012166, Regon 001367518 share capital PLN 1,750,000.00 paid in full (the “Contracting Authority”)***

*calls for tenders.*

***Submission of a quote by an entity is not equivalent to the conclusion of a contract by the Contracting Authority.***

### **I. Contract Name:**

Delivery, installation and commissioning of an automated honeycomb cassette warehouse in the Contracting Authority’s storage hall.

### **II. Site Information:**

#### **1. Contracting Authority**

***STALPROFIL Spółka Akcyjna with its registered seat in Dąbrowa Górnicza at ul. Roździeńskiego 11a, entered in the register of entrepreneurs of the National Court Register kept by the District Court of Katowice – Wschód in Katowice under number 0000113043, NIP 6290012166, Regon 001367518 share capital PLN 1,750,000.00 paid in full***

#### **2. Brief description of the object of the contract**

The object of the contract consists of the manufacture, delivery, installation and commissioning of an automated honeycomb cassette warehouse in the Contracting Authority’s hall located in Dąbrowa Górnicza, which is to be used for the storage of steel products (bars, flat bars, closed profiles, pipes, shafts) sold by the Contracting Authority.

The Contracting Authority allows partial bids within the scope described in the Request for Quotes.

#### **3. Place of contract execution**

Ul. Roździeńskiego 11a, 41-308 Dąbrowa Górnicza

#### **4. Deadline for submission of bids**

The quote must be submitted within 30 days from the date of publication of this Request for Quotes.

#### **5. Method of conducting the proceedings**

1. The procurement procedure shall be conducted in accordance with the principle of competitiveness as referred to in the Guidelines for the Eligibility of Expenditures for 2021–2027.
2. The Contracting Authority is not required to apply the provisions of the Act of September 11, 2019. – Public Procurement Law (i.e. Journal of Laws of 2022, item 1710, as amended), hereinafter referred to as the “PPL”. Any possible reference to the provisions of the PPL in the content of this Request for Quotes should be considered only as an indication of uniform and transparent rules for the performance of activities in the proceedings to which the reference pertains.
3. The total estimated value of the contract (net) exceeds the equivalent of the EU thresholds determined based on Article 3 of the PPL.
4. This Request for Quotes is announced through the Contracting Authority’s website with a message to selected bidders, in accordance with the principle of competitiveness. All announcements concerning the proceedings will be published on the Contracting Authority’s website, unless the conditions of the principle of competitiveness or the requirements of the financing institution impose on the Contracting Authority another form of communication. Contact with the Contracting Authority and the rules for submitting bids can be found in Part VI of the Request for Quotes.
5. If formal deficiencies in the quote are identified, the Bidder will be called upon to submit clarifications and missing documents in case their provision may affect the outcome of the proceedings. The request for delivery of documents will be sent electronically to the e-mail addresses indicated in the Quote. The deadline for supplementing the documentation is 2 working days. Failure to supplement the Quote within the time specified in the request will result in rejection of the quote. It is the Bidder’s responsibility to ensure the proper functioning of their e-mail.
6. The contract will be resolved and Bidders will be informed of the results of the proceedings no later than 7 days after the deadline for submission of bids.
7. The contract will be concluded on the date indicated by the Contracting Authority, not earlier than the date of submission of the application for funding under the National Recovery Plan (NRP).
8. If the selected Contractor withdraws from the conclusion of the procurement contract, the Contracting Authority may conclude the contract with the Contractor who obtained the next highest number of points in the properly conducted procurement procedure. The Contracting Authority may ask Bidders to extend the binding term of their bids.
9. The Contracting Authority allows questions during the proceedings to be submitted to the e-mail address published in the request for quote, no later than 5 working days before the deadline for submission of bids. Questions submitted after this date will not be answered. Questions will be answered no later than 3 working days from the date of submission by publication in accordance with the method of dissemination of this request for quote.

10. The Contracting Authority allows bids to be submitted jointly with another bidder. This requires that an agreement between bidders regulating their joint and several liability for the performance of the contract to the Contracting Authority be submitted to the Contracting Authority in the quote.
11. The Contracting Authority allows the submission of partial bids. The bidder may submit a quote for one, several or all parts of the contract. The Contracting Authority shall select the most advantageous quote for each part of the contract separately.
12. The Contracting Authority does not allow for the submission of variant bids.
13. The Contracting Authority reserves the right to negotiate the terms of the selected quote.
14. Submission of a quote by a Bidder or selection of its quote as the most advantageous does not constitute an order by the Contracting Authority and requires a separate written contract.
15. The quote validity should be at least 60 days from the deadline for submission of bids. The Contracting Authority may request an extension of the quote validity.
16. The quote should take into account the comprehensive performance of the various parts of the object of the contract, including all costs of supplies, personnel, transportation, etc., without additional participation of the Contracting Authority.
17. The cost of preparing and delivering the quote shall be borne by the Bidder.
18. The Contracting Authority reserves the right to cancel the proceedings or to refuse to sign the contract without giving reasons.

### **III. Description of the object of the contract**

#### **1. Purpose of the contract**

The Contracting Authority plans to build an automated honeycomb cassette warehouse to store the steel products it sells. The Contracting Authority's goal is to use the warehouse for commerce, which is facilitated by the storage technology under investigation.

#### **2. CPV codes**

42414210-6 – Travelling cranes  
42417200-4 – Conveyors  
39141100-3 – Shelves  
42923110-6 – Balances  
42965110-2 – Depot system  
44210000-5 – Structures and parts of structures  
45300000-0 – Building installation work

#### **3. Object of the contract**

The Contracting Authority allows partial bids, so the object of the contract has been divided into three parts. The Contractor may submit a quote for one, several or all parts of the contract. Each part of the contract shall be evaluated separately, according to the quote of the respective Bidder.

#### **Requirements common to all parts of the contract**

1. Warehouse – each part of it must functionally allow the use of an assortment of steel products with a length of up to 6300 mm.
2. The approximate dimensions of the hall are: width of ca. 24.2 m, length of ca. 70 m, height of ca. 20 m – the final values will be adjusted according to the requirements of the supplier of automated warehouse equipment.
3. Drawings of the Contracting Authority's hall are Appendix 1a to this Request for Quotes, and the concept of the functional layout is attached as Appendix 1b to this Request for Quotes.
4. The warehouse automation and electronics equipment (apparatus cabinets) should be suitable for operation at temperatures from -20 degrees Celsius. Power supply : 3 x 400 V.
5. All parts of the contract must be able to function consistently and uninterruptedly.
6. The warranty period for each part of the contract shall not be less than 12 months from the date of acceptance of the object of the contract.
7. The time limit to proceed with the removal of defects and faults during the warranty period shall not exceed 14 days.
8. The object of the contract must be made in accordance with Directive 2006/42/EC of the European Parliament and of the Council of May 17, 2006 on machinery, amending Directive 95/16/EC (recast) (OJ. EU of 2006. No. 157, p. 24 as amended) and relevant technical standards.
9. The Contractor should provide as-built documentation (with documentation of the materials used and equipment installed, including documentation confirming the release for use, certificates and specifications to determine the compliance of the parameters with the description of the object of the contract).

### **Part 1 – warehouse shelf blocks**

Part 1 includes the manufacture, delivery and installation by the Contractor of shelf blocks with cassettes in the Contracting Authority's warehouse for the storage of steel products (bars, flat bars, hollow sections, pipes, shafts) sold by the Contracting Authority.

Technical conditions:

- storage capacity: about 2,400 cassettes;
- cassette load bearing capacity: 5 tons +/- 10% deviation;
- cassettes made with "frame" technology;
- cassette length: not less than 6300 mm;
- cassette width: about 800 mm;
- cassette height: about 400 mm.

### **Part 2 – Stacker crane**

Part 2 of the object of the contract includes the manufacture, delivery, installation and commissioning of a warehouse stacker crane cooperating with parts 1 and 3 of the object of the contract, together with instrumentation, including 2 goods issuing/loading stations, equipped with weighing systems with certification, warehouse control system equipment, safety equipment, warehouse operation management software.

### **Part 3 –Packing cranes, parceling and horizontal transport equipment**

Part 3 of the object of the contract includes the manufacture, delivery, installation and commissioning of packing cranes equipped with electromagnetic grippers, equipment for preparing goods for packing (so-called prisms) and chain conveyors of packed goods, working together with the elements listed in Parts 1 and 2 of the object of the contract.

#### **4. Deadline for performance – schedule for the execution of the contract**

The Contracting Authority expects the Bidder to present a schedule for the execution of the contract in its quote. The installation should be carried out no earlier than 12 months from the date of signing the contract and no later than **30/09/2024**.

#### **5. Payment terms**

The Contracting Authority allows an advance payment to the Contractor up to a maximum of 30% of the value of the quote submitted by the Contractor, provided that the Contractor presents a bank or insurance guarantee for repayment of the advance payment, payable unconditionally and on the first request made by the Contracting Authority, with the contents agreed with the Contracting Authority.

Settlement for the execution of the various stages will be made according to the execution and payment schedule specified in the contract.

Final settlement will be based on the final acceptance protocol, drawn up after completion of the work and final acceptance.

The Contractor's remuneration is a lump sum, i.e. it includes all costs of materials, workers, supplies and performance of the object of the contract.

### **IV. Conditions for participation in the proceedings**

#### **1. Method of verification of fulfillment of the conditions for participation in the proceedings**

The conditions for participation in the proceedings are verified according to the Contractor's statement included in the quote. Prior to signing the contract, the Contracting Authority has the right to request additional documents confirming the submitted lists and statements. Conditions for participation in the proceedings are evaluated on a "meets/does not meet" basis.

#### **2. Knowledge and experience**

The Contracting Authority requires the Contractor to demonstrate that it has the necessary knowledge and experience to perform the object of the contract for each part of the contract. The Contracting Authority requires that the Bidder:

1. For Part 1 of the Contract – completed the supply of at least 3 devices in the last 5 years for other entities;
2. For Part 2 of the Contract – completed the supply of at least 3 devices in the last 5 years for other entities;

3. For Part 3 of the Order – completed the supply of at least 3 devices and machines indicated in the description of the subject of the order or similar in the last 5 years for other entities.

Demonstration of the required knowledge and experience requires the Bidder to attach to its quote a list of completed similar systems/equipment. Prior to signing a contract with the Bidder, the Contracting Authority may require the presentation of references or other documents confirming the due performance of the supplies indicated in the list. Failure to provide the required documents when requested by the Contracting Authority within 2 working days of the request will result in the Bidder's exclusion from the proceedings.

The Bidder is required to demonstrate the required experience only against the part of the contract for which it submits a quote.

### **3. Prohibition of conflict of interest**

The Contracting Authority will exclude from the proceedings persons and entities that have personal or capital ties with the Contracting Authority. Personal or capital ties are understood as a mutual relationship between the Contracting Authority or persons authorized to incur liabilities on behalf of the Contracting Authority, or persons performing activities on behalf of the Contracting Authority related to the preparation and execution of the Contractor selection procedure and the Contractor's legal deputy or members of management or supervisory bodies, consisting in particular of:

1. participating in a company as a partner in a civil partnership or partnership,
2. owning at least 10% of shares unless a lower threshold is required by law,
3. serving as a member of the supervisory or management body, proxy, attorney,
4. being married, in a relationship of consanguinity or affinity in the direct line, consanguinity of the second degree or affinity of the second degree in the collateral line, or in a relationship of adoption, custody or guardianship, or being in cohabitation;
5. remaining in such a legal or factual relationship that there is reasonable doubt of impartiality or independence in connection with the procurement procedure.

The Bidder should make the appropriate statement in the quote. Failure to submit a statement will result in the exclusion of the Bidder from the proceedings.

### **4. Other conditions**

The following Bidder is excluded from the proceedings:

1. in relation to whom liquidation has been opened or bankruptcy has been declared;
2. who submitted false information affecting the outcome of the proceedings;
3. who has culpably committed a serious breach of professional obligations that undermines his integrity, in particular, when the Contractor, as a result of intentional conduct or gross negligence, has not performed or has improperly performed the contract, which the Contracting Authority is able to demonstrate by using appropriate means of evidence – provided that 3 years have not passed since the date of the event giving rise to the exclusion;
4. who, for reasons attributable to him, has failed to perform or has improperly performed to a significant extent a previous contract for a contract financed or co-financed with public funds within the meaning of the provisions on public finance, which led to the

termination of the contract or the award of damages – if less than 3 years have passed since the date of the event giving rise to the exclusion;

5. who participated in the preparation of the procurement procedure or whose employee, as well as the person performing work on the basis of a contract of mandate, contract for specific work, agency contract or other contract for the provision of services, participated in the preparation of such procedure, unless the resulting distortion of competition can be eliminated by other means than by excluding the Economic Operator from participation in the procedure;
6. who is subject to sanctions adopted on the basis of: Council Regulation (EU) No. 269/2014 of March 17, 2014 on restrictive measures with regard to actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine (OJ. EU L 78, 17.03.2014, p. 6, as amended), Council Regulation (EU) No. 833/2014 of July 31, 2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine (OJ. EU L 229, 31.07.2014, p. 1, as amended), Council Regulation (EC) No. 765/2006 of 18 May 2006 concerning restrictive measures in view of the situation in Belarus and Belarus' participation in Russia's aggression against Ukraine (OJ. EU L 134, 20.05.2006, p. 1, as amended), Council Decision 2012/642/CFSP of 15 October 2012 concerning restrictive measures in view of the situation in Belarus and Belarus' participation in Russia's aggression against Ukraine (OJ. EU L 285 z 17.10.2012, p. 1, as amended), Council Decision 2014/145/CFSP of March 17, 2014 on restrictive measures with regard to actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine (OJ. EU L 78, 17.03.2014, p. 16, as amended), Council Regulation 2014/ 512/CFSP of July 31, 2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine (OJ. EU L 229, 31.07.2014, p. 13, as amended), in particular is:
  - an entity listed in the legal acts imposing these sanctions,
  - an entrepreneur owned by the entities targeted by these sanctions, or related to such entities in a manner referred to in Article 2(2) of Commission Regulation (EU) No. 1407/2013 of 18 December 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid (OJ EU L 352, 31.07.2014, p. 1, as amended),
  - entrepreneur operating in industries targeted by sanctions adopted by the EU, insofar as such assistance would impede the achievement of the objectives of such sanctions.
7. against whom the measures set forth in the Law of April 13, 2022 on special solutions for counteracting the support of aggression against Ukraine and serving to protect national security were applied (Journal of Laws, item 835, as amended).

The Bidder should make the appropriate statement in the quote. Failure to submit a statement will result in the exclusion of the Bidder from the proceedings.

In the cases referred to in paragraph 5 above, before excluding a Contractor, the Contracting Authority shall provide that Contractor with an opportunity to prove that his participation in the preparation of the procurement procedure will not distort competition.

## **V. List of documents required to submit a quote**

1. Quote drawn up in Polish or English according to the template in Appendix 2 with attachments;

2. List of completed orders for each part of the contract for which a quote is submitted to demonstrate fulfillment of the conditions for participation in the proceedings;
3. Power of attorney confirming authority to submit a quote (if applicable);
4. Contract governing the relationship between the Bidders (if applicable);
5. If the quote is submitted by an entity having its registered office outside the territory of the Republic of Poland – confirmation of entry in the relevant register / record or permit confirming the fact of conducting business activity.
6. Other attachments related to the specifics of the quote – drawings, technical specifications, etc. (if applicable).

## **VI. Place, date and method of submitting quotes**

The quote must be submitted in writing on a form (as per Appendix No. 2 to this Request for Quotes) and it should contain the necessary elements indicated in that form. The quote and attachments should be legibly signed by persons representing the Bidder (or they should be electronically signed with a qualified certificate).

The quote should be submitted in Polish or English.

Quotes should be submitted within 30 days from the date of announcement of this proceeding, **i.e. by 19/04/2023**, using one of the following methods:

- electronically to the following address: [a.baranek@stalprofil.com.pl](mailto:a.baranek@stalprofil.com.pl),
- in person (or through a representative), during the working hours of the Contracting Authority, or by mail at the following address:

STALPROFIL S.A., Ul. Roździeńskiego 11a, 41-308 Dąbrowa Górnicza

A quote submitted in person should be handed over in a sealed envelope with the following description: QUOTE UNDER PROCEDURE NO. 1/03/2023 – DO NOT OPEN BEFORE **19/04/2023**.

A quote submitted electronically should be zipped into an archive and password-protected, and clearly described in the body of the email with the following reservation: QUOTE UNDER PROCEDURE NO. 1/03/2023 – DO NOT OPEN BEFORE **19/04/2023**.

The deadline is determined by the date the quote is received by the Contracting Authority. Quotes received after the deadline will not be considered.

The quote validity should be at least 60 days from the deadline for submission of quotes.

For further information, please contact

- on substantive issues: Andrzej Baranek, e-mail: [a.baranek@stalprofil.com.pl](mailto:a.baranek@stalprofil.com.pl) , tel. +48 602 455 075,

– on formal and financial matters:

Zenon Jędrocha: e-mail: [z.jedrocha@stalprofil.com.pl](mailto:z.jedrocha@stalprofil.com.pl), tel. +48 606 116 604.

The Contracting Authority allows questions during the proceedings to be submitted to the e-mail address [a.baranek@stalprofil.com.pl](mailto:a.baranek@stalprofil.com.pl), no later than 5 working days before the deadline for submission of quotes. Questions submitted after this date will not be answered. Questions will



be answered no later than 3 working days from the date of submission by publication in accordance with the method of dissemination of this request for quote.

## **VII. Quote evaluation**

### **1. Formal evaluation of the quote**

1. Each of the submitted quotes will undergo a formal evaluation, before the substantive evaluation.
2. As part of the verification of formal requirements, the following is checked:
  - a. Correctness and timeliness of quote submission,
  - b. Completeness of the quote, including the attachments to the quote and its signing by an authorized person,
  - c. Compliance of the subject of the quote with the subject of the Request for Quotes, including the minimum and maximum values specified in the requirements.
3. Only a quote with the deficiencies specified in paragraph 1 points b and c above may be supplemented. If formal conditions in the quote are not met, the Bidder will be requested to submit clarifications and missing documents in case their provision may affect the outcome of the proceedings.
4. The request will be sent electronically to the e-mail addresses indicated in the Quote. The deadline for supplementing the documentation is 2 working days. Failure to supplement the Quote within the time specified in the request will result in rejection of the quote. It is the Bidder's responsibility to ensure the proper functioning of their e-mail.
5. Supplementation of the quote cannot lead to its significant modification. In particular, a significant modification is considered such as a change in the quote price or other parameters affecting the quote evaluation process.
6. Failure to meet the formal conditions will result in rejection of the quote.

### **2. Verification of the absence of grounds for exclusion from the proceedings**

1. A formally correct quote is verified in terms of lack of grounds for excluding the Bidder from the procedure.
2. As part of the verification of the lack of grounds for exclusion from the proceedings, the Contracting Authority shall verify the fulfillment of the conditions specified in Part IV of the Request for Quotes – conditions for participation in the proceedings.
3. In case of doubts on the part of the Contracting Authority as to whether conditions in the quote are met, the Bidder will be requested to submit clarifications and missing documents in case their provision may affect the outcome of the proceedings.
4. The request will be sent electronically to the e-mail addresses indicated in the Quote. The deadline for supplementing the documentation is 2 working days. Failure to supplement the Quote within the time specified in the request will result in exclusion of the Bidder. It is the Bidder's responsibility to ensure the proper functioning of their e-mail.
5. Supplementation of the quote cannot lead to its significant modification. In particular, a significant modification is considered such as a change in the quote price or other parameters affecting the quote evaluation process.

6. Failure to meet the conditions for participation in the proceedings will result in the exclusion of the Bidder.

### **3. Selection of the most best quote**

#### **3.1. Description of the manner of awarding points for fulfilling a given criterion for evaluation of quotes**

1. From among the formally correct Quotes and Bidders in respect of which there are no grounds for excluding from the proceedings, the Contracting Authority will select the best Quote for each part of the contract based on the points given relating to the quote evaluation criterion.
2. The points will be calculated to two decimal places. Obtaining the highest number of points will determine the most advantageous offer.
3. If the offered price seems to be abnormally low in relation to the object of the contract or raises doubts of the Contracting Authority as to the possibility of performing the contract in accordance with the requirements specified in the Request for Quotes or arising from separate regulations, the Contracting Authority shall demand from the Bidder to submit explanations within a specified period of time, including submission of evidence for the calculation of the price or cost. The Contracting Authority shall evaluate these explanations in consultation with the Contractor and may reject this quote only if the explanations submitted with evidence do not justify the abnormally low price or cost of this quote.
4. If the Contractor indicates in the quote the value of remuneration in a currency other than Polish zloty (PLN), the Contracting Authority will convert the value of the offered remuneration into PLN for the purpose of quote evaluation. The conversion will be made using the average exchange rate of the National Bank of Poland in effect on the date of the deadline for submission of quotes specified in Part VI of the Request for Quotes. In the absence of publication of the average exchange rates of the National Bank of Poland in effect on the date referred to above, the exchange rate of the National Bank of Poland most recently announced, prior to the aforementioned date, shall apply.
5. The Contracting Authority will award the contract to the Bidder whose quote obtains the highest number of points.
6. In the event that the Contracting Authority is unable to select the most advantageous quote for a given part of the contract, due to the fact that quotes with the same number of points have been submitted, the Contracting Authority will select the Bidder with the higher score for the performance of another part of the contract. If this is also not possible, the Contracting Authority will select the Quote at its own discretion, based on the technical scope of the Quote.
7. The selection of the most advantageous Quote shall be documented in writing by means of a protocol of the procurement procedure. The protocol is made available at the request of the Contractor.

#### **3.2. Part 1 of the Contract**

Criterion – net quote price 100%

The price criterion will be calculated according to the net lump sum price, which includes all costs associated with the execution of the contract in Part 1, necessary for its execution (materials, equipment, labor). The point evaluation in the criterion “Net quote price” will be calculated as per the following formula:

$$Np = (LNP / NP) * 100 \text{ points}$$

Np – number of points

LNP – lowest (net) price among bids for Part 1

NP – (net) price in the tested quote for Part 1

A maximum of 100 points can be obtained under the criterion.

### **3.3. Part 2 of the Contract**

Criterion – net quote price 100%

The price criterion will be calculated according to the net lump sum price, which includes all costs associated with the execution of the contract in Part 2, necessary for its execution (materials, equipment, labor). The point evaluation in the criterion “Net quote price” will be calculated as per the following formula:

$$Np = (LNP / NP) * 100 \text{ points}$$

Np – number of points

LNP – lowest (net) price among bids for Part 2

NP – (net) price in the tested quote for Part 2

A maximum of 100 points can be obtained under the criterion.

### **3.4. Part 3 of the Contract**

Criterion – net quote price 100%

The price criterion will be calculated according to the net lump sum price, which includes all costs associated with the execution of the contract in Part 3, necessary for its execution (materials, equipment, labor). The point evaluation in the criterion “Net quote price” will be calculated as per the following formula:

$$Np = (LNP / NP) * 100 \text{ points}$$

Np – number of points

LNP – lowest (net) price among bids for Part 3

NP – (net) price in the tested quote for Part 3

A maximum of 100 points can be obtained under the criterion.

## **VIII. Determination of the terms of amendments to the contract / order concluded as a result of the conducted procedure**

It is not possible to make significant amendments to the provisions of the contract in relation to the content of the offer on the basis of which the Contractor was selected, unless:

1. the amendments relate to the implementation of additional supplies, services or works from the existing Contractor, not covered by the basic contract, if they have become necessary and all the following conditions are met:
  - a. a change of Contractor cannot be made for economic or technical reasons, in particular concerning interchangeability or interoperability of equipment, services or installations, ordered under the basic contract,
  - b. a change of Contractor would cause significant inconvenience or a significant increase in costs for the Contracting Authority;
  - c. the value of the amendments does not exceed 50% of the order value originally specified in the contract;
2. the amendment does not lead to a change in the general nature of the contract and the following conditions are met jointly:
  - a. the need to amend the contract is due to circumstances that the Contracting Authority, acting with due diligence, could not foresee,
  - b. the value of the amendments does not exceed 50% of the order value originally specified in the contract,
3. the Contractor to whom the Contracting Authority awarded the contract is to be replaced by a new Contractor:
  - a. as a result of succession, assuming the rights and obligations of the Contractor, following takeover, merger, division, transformation, bankruptcy, restructuring, inheritance or acquisition of the existing Contractor or its enterprise, as long as the new Contractor meets the conditions for participation in the procedure and this does not involve other significant amendments to the contract and is not intended to avoid the application of the principle of competitiveness, or
  - b. as a result of the Contracting Authority's assumption of the Contractor's obligations to its subcontractors – in the event of a change in the subcontractor, the Contracting Authority may enter into an agreement with a new subcontractor without changing the terms of the contract, taking into account the payments made for work completed to date;
4. the amendment does not lead to a change in the general nature of the contract, and the total value of the amendments is less than the EU thresholds within the meaning of Article 3 of the PPL and at the same time is less than 10% of the originally specified contract value.

An amendment to the procurement contract is material if it causes the nature of the contract to change materially from the original contract, in particular if the amendment: introduces terms and conditions that, if applied in the procurement procedure, would result in other contractors having taken part in it or in accepting bids of a different content; disturbs the economic balance of the parties to the contract in favor of the Contractor, in a way not foreseen in the original contract; significantly expands or reduces the scope of benefits and obligations under the contract; consists in replacing the Contractor to whom the Contracting Authority

awarded the contract with a new Contractor in cases other than those indicated in point 3. above.

## **IX. Personal data processing clause**

The clause regarding the processing of personal data is available on the website:

<https://www.stalprofil.com.pl/polityka-prywatnosci>

Appendixes:

1. Appendix 1a – drawings of the Contracting Authority's hall;
2. Appendix 1b – functional layout concept;
3. Appendix 2 – quote template;

**STALPROFIL Spółka Akcyjna**

Ul. Roździeńskiego 11a,  
41-308 Dąbrowa Górnicza  
KRS: 0000113043

## QUOTE

*In response to Request for Quotes No. 01/03/2023, dated 20/03/2023, for the contract **Delivery, installation and commissioning of an automated honeycomb cassette warehouse in the Contracting Authority's storage hall**, covered by the application to obtain funding under the National Recovery Plan - Submeasure A.2.1.1.*

### I. BIDDER'S DATA:

<b>Item</b>	<b>Position</b>	<b>Response</b>
0.1	<b>Name of bidder</b>	
0.2	<b>Registered address</b>	
0.3	<b>Place of business</b>	
0.4	<b>Registration details / NIP (Tax Identification Number)</b>	
0.5	E-mail (for official communication regarding the proceedings)	
0.6. 1	Contact person	
0.6. 2	Function / position	
0.6. 3	Details of the contact person (phone, e-mail)	

## II. QUOTE

### 1. Object of the contract

Delivery, installation and commissioning of an automated honeycomb cassette warehouse in the Contracting Authority's storage hall.

### 2. Place of contract performance:

ul. Roździeńskiego 11a, 41-308 Dąbrowa Górnicza.

### 3. Scope of the contract

I declare that this Quote is submitted for:

Part 1- warehouse shelf blocks

Part 2 – Stacker crane

Part 3 –Packing cranes, parceling and horizontal transport equipment

*Check the appropriate boxes for the part of the contract for which the quote is submitted).*

### 4. Quote price

I offer to perform the object of the contract for the following lump sum net prices in EUR or PLN:

	<b>Part 1</b>	<b>Part 2</b>	<b>Part 3</b>	<b>TOTAL:</b>
<b>PRICE</b>				
<b>PRICE IN WORDS</b>				

*If the Bidder does not offer to perform a given part of the contract, the field for the price for that part of the contract should be crossed out.*

### 5. Warranty terms and conditions

I offer a warranty for the performance of the object of the contract for the period of<sup>1</sup>:

- a. For Part 1 –        months from the date of final acceptance;
- b. For Part 2 –        months from the date of final acceptance;
- c. For Part 3 –        months from the date of final acceptance.

I declare that throughout the warranty period indicated in the Quote, I will proceed to remove defects and faults within a period of not more than 14 days from the date of notification of the defect or fault.

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<sup>1</sup> Not less than 12 months

I declare that the proper performance of the remaining part of the contract by other entities (if applicable) will not result in the exclusion of the warranty provided, unless it is the result of improper performance of the contract by this entity.

*For the scope not offered by the Bidder, delete the corresponding item.*

**6. Schedule of contract execution**

I declare the execution of the object of the contract in accordance with the following schedule:

Part 1		
	Stage	Deadline
1		
2		
3		
4		
5		
6		

Part 2		
	Stage	Deadline
1		
2		
3		
4		
5		
6		

Part 3		
	Stage	Deadline
1		
2		
3		
4		
5		
6		

*For the scope not offered by the Bidder, delete the corresponding table.*



## 7. Payment terms

I will require an advance payment to complete the order: YES/NO<sup>2</sup>.

If YES is indicated:

I require an advance payment for:

Part 1 –        % of the quote price.

Part 2 –        % of the quote price.

Part 3 –        % of the quote price.

I declare that each subsequent payment will be made according to the execution and payment schedule specified in the contract.

I certify that I will provide security for the repayment of the advance in the form of a bank guarantee / insurance guarantee<sup>3</sup>.

*The advance payment cannot exceed 30% of the quote price.*

The payment schedule is as follows:

Part 1		
	Stage	Payment
1		
2		
3		
4		
5		
6		

Part 2		
	Stage	Payment
1		
2		
3		
4		
5		
6		

Part 3		
	Stage	Payment
1		
2		

---

<sup>2</sup> Delete as appropriate

<sup>3</sup> Delete as appropriate

3		
4		
5		
6		

*For the scope not offered by the Bidder, delete the corresponding table.*

*Payments must coincide with the corresponding stage of implementation stated in the Quote, confirmed by a partial acceptance protocol.*

**III. Additional conditions for the execution of the object of the contract**

*The terms and conditions may not contradict the content of the request for quotes; in particular they cannot lead to a change in the content of the offer in the future, limit the scope of work indicated in the Request for Quotes, or condition the execution of the order on any factors.*

.....  
 .....  
 .....

**IV. Acknowledgement**

I certify that I meet the requirements set forth in the “Conditions for participation in the proceedings” section of the request for quotes (contract award notice) No. 01/03/2023:

1. Regarding Item IV.2. Knowledge and experience I declare that<sup>4</sup>:
  - a. For Part 1 of the Contract – I completed the supply of at least 3 devices in the last 5 years for other entities, as per the list attached to the Quote;
  - b. For Part 2 of the Contract – I completed the supply of at least 3 devices in the last 5 years for other entities, as per the list attached to the Quote;
  - c. For Part 3 of the Order – I completed the supply of at least 3 devices and machines indicated in the description of the subject of the order or similar in the last 5 years for other entities, as per the list attached to the Quote.
2. Regarding section IV.3 Prohibition of conflict of interest, I declare that I have no personal and capital ties with the Contracting Authority, i.e. there are no mutual relations between the Contracting Authority or persons authorized to incur liabilities on behalf of the Contracting Authority, or persons performing activities on behalf of the Contracting Authority related to the preparation and execution of the Contractor selection procedure and the Contractor’s legal deputy or members of management or supervisory bodies, consisting in particular of:
  - a. participating in a company as a partner in a civil partnership or partnership,
  - b. owning at least 10% of shares unless a lower threshold is required by law,
  - c. serving as a member of the supervisory or management body, proxy, attorney,
  - d. being married, in a relationship of consanguinity or affinity in the direct line, consanguinity of the second degree or affinity of the second degree in the collateral line, or in a relationship of adoption, custody or guardianship, or being in cohabitation;
  - e. remaining in such a legal or factual relationship that there is reasonable doubt of impartiality or independence in connection with the procurement procedure.
3. I declare that I am not an entity excluded from this procedure, i.e. I am not an entity:

<sup>4</sup> Delete statement not relevant to the scope of the offer

- a. in relation to whom liquidation has been opened or bankruptcy has been declared;
- b. who submitted false information affecting the outcome of the proceedings;
- c. who has culpably committed a serious breach of professional obligations that undermines his integrity, in particular, when the Contractor, as a result of intentional conduct or gross negligence, has not performed or has improperly performed the contract, which the Contracting Authority is able to demonstrate by using appropriate means of evidence – provided that 3 years have not passed since the date of the event giving rise to the exclusion;
- d. who, for reasons attributable to him, has failed to perform or has improperly performed to a significant extent a previous contract for a contract financed or co-financed with public funds within the meaning of the provisions on public finance, which led to the termination of the contract or the award of damages – if less than 3 years have passed since the date of the event giving rise to the exclusion;
- e. who participated in the preparation of the procurement procedure or whose employee, as well as the person performing work on the basis of a contract of mandate, contract for specific work, agency contract or other contract for the provision of services, participated in the preparation of such procedure, unless the resulting distortion of competition can be eliminated by other means than by excluding the Economic Operator from participation in the procedure;
- f. who is subject to sanctions adopted on the basis of: Council Regulation (EU) No. 269/2014 of March 17, 2014 on restrictive measures with regard to actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine (OJ. EU L 78, 17.03.2014, p. 6, as amended), Council Regulation (EU) No. 833/2014 of July 31, 2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine (OJ. EU L 229, 31.07.2014, p. 1, as amended), Council Regulation (EC) No. 765/2006 of 18 May 2006 concerning restrictive measures in view of the situation in Belarus and Belarus' participation in Russia's aggression against Ukraine (OJ. EU L 134, 20.05.2006, p. 1, as amended), Council Decision 2012/642/CFSP of 15 October 2012 concerning restrictive measures in view of the situation in Belarus and Belarus' participation in Russia's aggression against Ukraine (OJ. EU L 285 z 17.10.2012, p. 1, as amended), Council Decision 2014/145/CFSP of March 17, 2014 on restrictive measures with regard to actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine (OJ. EU L 78, 17.03.2014, p. 16, as amended), Council Regulation 2014/ 512/CFSP of July 31, 2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine (OJ. EU L 229, 31.07.2014, p. 13, as amended), in particular I am not:
  - an entity listed in the legal acts imposing these sanctions,
  - an entrepreneur owned by the entities targeted by these sanctions, or related to such entities in a manner referred to in Article 2(2) of Commission Regulation (EU) No. 1407/2013 of 18 December 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid (OJ EU L 352, 31.07.2014, p. 1, as amended),
  - entrepreneur operating in industries targeted by sanctions adopted by the EU, insofar as such assistance would impede the achievement of the objectives of such sanctions.
- g. against whom the measures set forth in the Law of April 13, 2022 on special solutions for counteracting the support of aggression against Ukraine and serving to protect national security were applied (Journal of Laws, item 835, as amended).

I further declare that:

1. There are no other circumstances that could affect the distortion of competition through my participation in the proceedings.
2. I accept the terms and conditions indicated in the Quote and Request for Quotes and undertake to conclude a contract in accordance with these terms and conditions if my offer is selected as the most advantageous.
3. All the information presented is true.

**I declare that I am bound by the Quote for ..... days <sup>5</sup> from the deadline for submission of quotes.**

Date and place of preparation of the quote: .....

Legible signature of the Bidder /or electronic signature/:

**Quote attachments:**

- 1) List of completed orders necessary to confirm the conditions of participation in the proceedings for part .....;
- 2) Additional documents (if applicable);
- 3) Power of attorney confirming authority to submit a quote (if applicable);
- 4) If the quote is submitted by an entity having its registered office outside the territory of the Republic of Poland – confirmation of entry in the relevant register / record or permit confirming the fact of conducting business activity (if applicable);
- 5) Other attachments related to the specifics of the quote (if applicable).

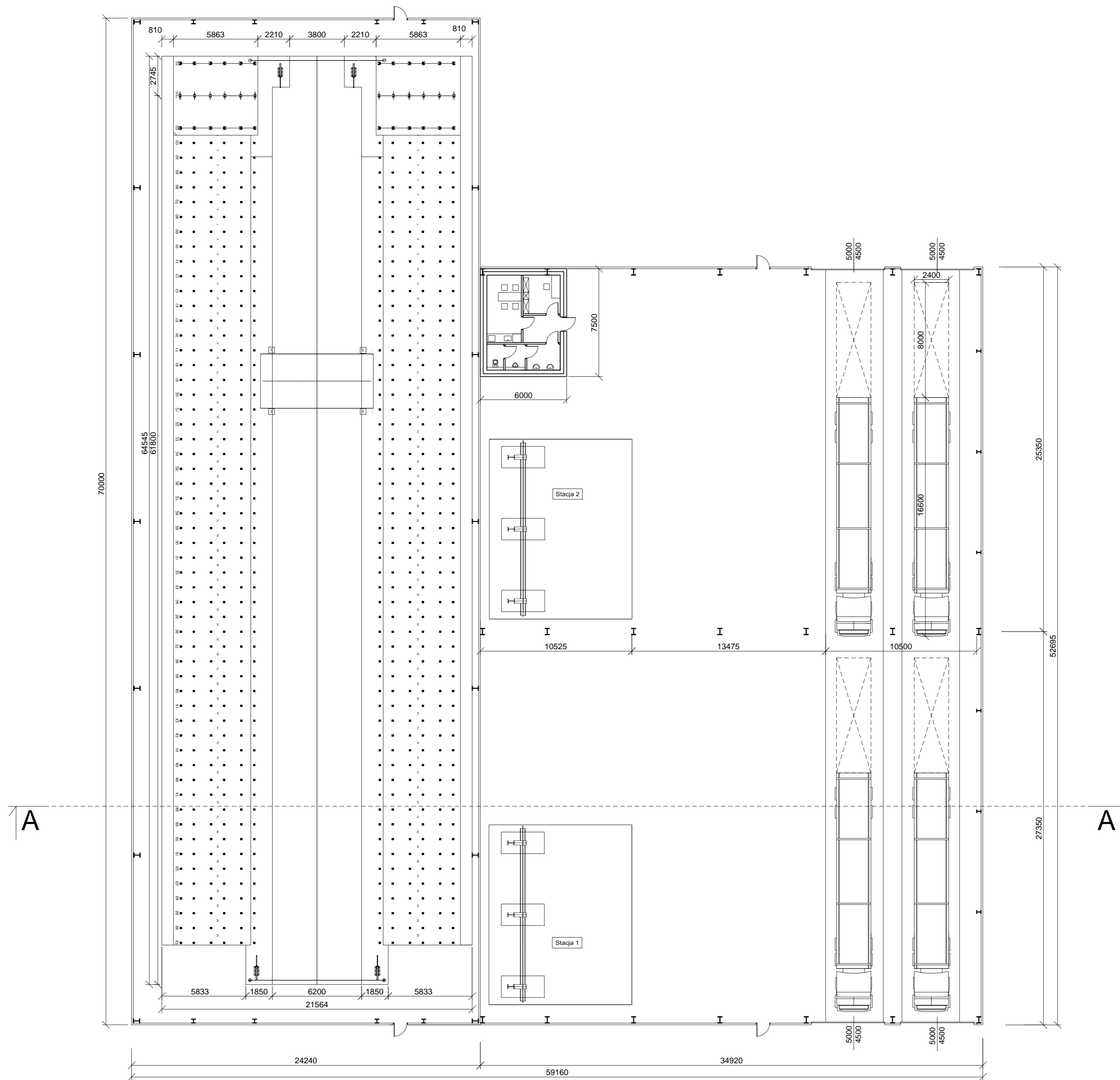
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<sup>5</sup> at least 60 days

**LIST OF COMPLETED ORDERS FOR PART \_\_\_\_ OF THE CONTRACT**

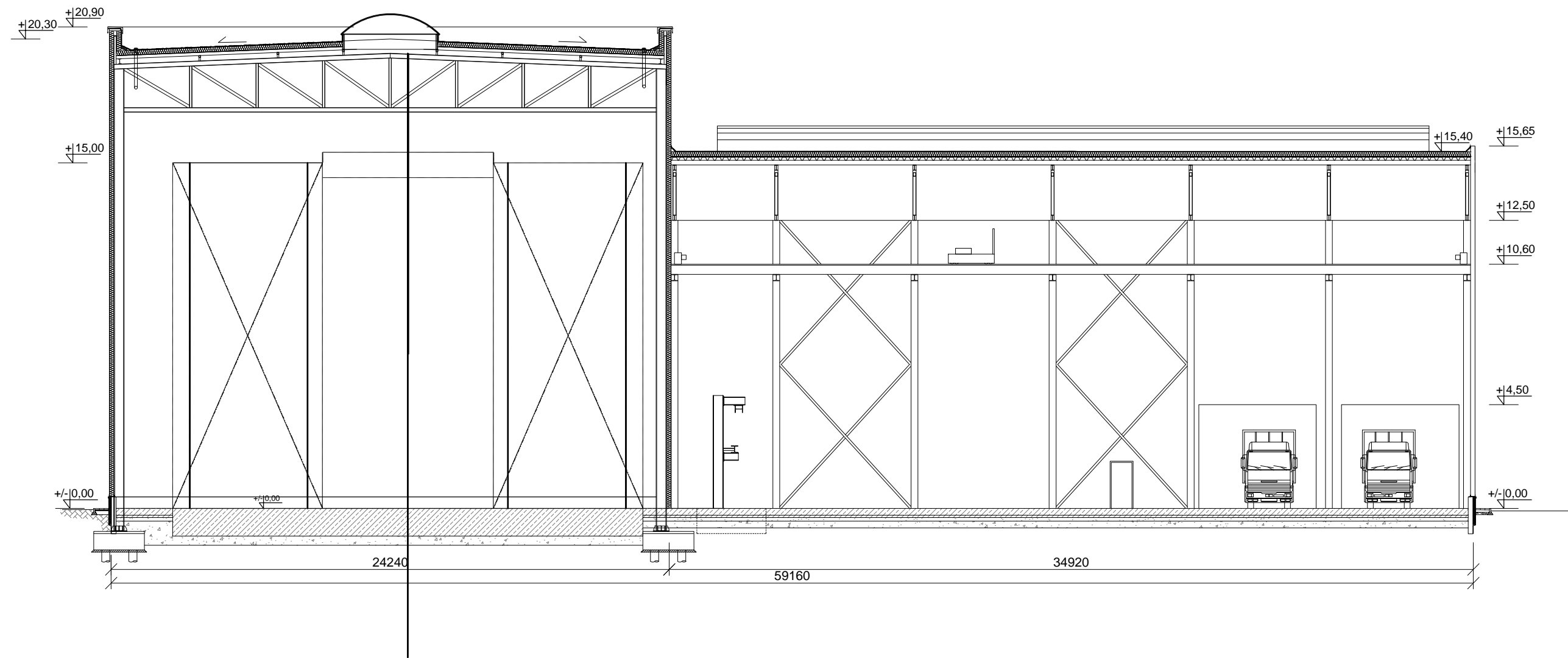
To confirm the fulfillment of Item IV.2. of the Request for Quotes – Knowledge and experience with respect to part      of the object of the contract as specified in the Request for Quotes, I submit a list of completed similar orders in the 5 years prior to the date of commencement of these procurement proceedings.

Item	Investment / Order	Recipient / Investor:	Date of receipt:
1			
2			
3			
4			
5			



Rozwiązania zawarte w niniejszym opracowaniu stanowią własność P.P.B. MOSTOSTAL Będzin Sp. z o.o. i mogą być stosowane, powielane oraz udostępniane osobom trzecim jedynie na podstawie pisemnego zezwolenia w/w Przedsiębiorstwa z zastrzeżeniem wszelkich skutków prawnych.

<b>OBIEKT:</b> Studium wykonalności rozbudowy zakładu Stalprofil S.A. oddział Dąbrowa Górnicza o halę wysokiego składowania. STALPROFIL S.A. Dąbrowa Górnicza, ul. Rożdżeńskiego 11a				Przedsiębiorstwo Projektowo-Budowlane Spółka z o.o. <b>MOSTOSTAL          BĘDZIN</b> 42-500 Będzin, ul. Zagórzka 35 tel. (0-32) 287-64-75, 701 56 32 fax 701 56 30	
Projektował	mgr inż. arch. Adam Szczygieł	Branża	arch-bud		
Projektował	mgr inż. Marcin Ścibich	Stadium	konceptja		
		Zmiany			
Nr zlec.	08/2022	Nr proj.	08/2022/Konc-00.00	Zastępuje rys. nr	
<b>TEMAT:</b> KONCEPCJA UKŁADU FUNKCJONALNEGO - RZUT PRZYZIEMIA				Nr rys.	Podziałka
					1:200
				22.03/Konc.-03.00	



Rozwiązania zawarte w niniejszym opracowaniu stanowią własność P.P.B. MOSTOSTAL Będzin Sp. z o.o. i mogą być stosowane, powielane oraz udostępniane osobom trzecim jedynie na podstawie pisemnego zezwolenia w/w Przedsiębiorstwa z zastrzeżeniem wszelkich skutków prawnych.

<b>OBIEKT:</b> Studium wykonalności rozbudowy zakładu Stalprofil S.A. oddział Dąbrowa Górnicza o halę wysokiego składowania. <b>STALPROFIL S.A.</b> Dąbrowa Górnicza, ul. Roździeńskiego 11a				Przedsiębiorstwo Projektowo Budowlane Spółka z o.o. <b>MOSTOSTAL          BĘDZIN</b> 42-500 Będzin, ul. Zagórska 35 tel. (0-32) 267-04-73; 761 56 32 fax 761 56 30	
Projektował	mgr inż. arch Adam Szczygieł			Branża	arch-bud
Projektował	mgr inż. Marcin Ścibich			Stadium	koncepcja
				Zmiany	
Nr zlec.	08/2022	Nr proj.	08/2022/Konc-00.00	Zastępuje rys. nr	
<b>TEMAT:</b> KONCEPCJA UKŁADU FUNKCJONALNEGO - PRZEKRÓJ A-A				Nr rys.	Podziałka
					1:200
				22.03/Konc-04.00	