

Concerns the Implementation of the Project

within the framework of the Resilience and competitiveness of the economy Component A "Resilience and competitiveness of the economy," NRP - A2.1.1 Investments supporting robotization and digitalization in enterprise.

Project Title:

"Increasing the level of digitization, automation and robotization at DOVISTA POLSKA SP. Z O.O."

REQUEST FOR QUOTATION

For the acquisition of automatic painting lines for the company DOVISTA POLSKA SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ realized within the framework of the Investments supporting robotization and digitalization in enterprise) Component A "Resilience and competitiveness of the economy", NRP - A2.1.1. Investments supporting robotization and digitalization in enterprise.

Wędkowy, Swaróżyn, on **February 26.02.2024.**

I. ORDERING PARTY

DOVISTA POLAND SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ

83-115, WĘDKOWY, SWAROŻYŃ

VAT identification number NIP 5932445341

Contact person details:

Jarosław Domachowski

Tel: 668 021 885

Email: jdo@dovista.com

Place of contract execution:

Swarożyn

83-150 WĘDKOWY

II. GENERAL PROVISIONS

The purpose of the proceedings is to **acquire automatic painting lines** for the needs of the company DOVISTA POLSKA SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ implemented under the the framework of the National Recovery and Resilience Plan (NRP) Component A "Resilience and competitiveness of the economy ", NRP - A2.1.1. Investments supporting robotization and digitalization in enterprises.

1. This procurement procedure is conducted **by way of a Request for Quotation**, in accordance with the principle of competitiveness, as defined in the Guidelines of the Minister of Funds and Regional Policy on the eligibility of expenditure under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for 2021-2027, hereinafter referred to as the "Guidelines of the Minister of Development."
2. The proceedings are conducted in **Polish**.
3. The Ordering Party **does not provide for the** possibility of submitting partial bids.
4. The Ordering Party **does not provide for the** possibility of submitting variant bids.
5. The Ordering Party **does not provide for** reimbursement of participation costs.
6. The Ordering Party shall provide explanations to the inquiries of Contractors regarding the contents of the request for clarification, if the request for clarification is received by the Ordering Party no later than the end of the day on which at least half of the designated deadline for submission of tenders expires. If the Contractor's request for clarification of the contents of the inquiry is received by the Ordering Party after the deadline for submission of explanations, or concerns explanations already provided, the Ordering Party may provide explanations or leave the request unprocessed.
7. The Ordering Party reserves the right to cancel the proceedings at any stage if, due to circumstances that it did not foresee or could not foresee, the award of the contract is not in the interest of the Ordering Party or for other reasons has become inexpedient.
8. In the event of **cancellation of the proceedings**, Contractors shall not be entitled to compensation claims against the Ordering Party.
9. In this request, the terms Bidder and Contractor are used interchangeably.

III. DESCRIPTION OF THE SUBJECT MATTER OF THE CONTRACT

The subject of the contract is the **acquisition of automatic painting lines** for the needs of the company DOVISTA POLSKA SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ implemented under the National Recovery and Resilience Plan (NRP) Component A " Resilience and competitiveness of the economy ", NRP - A2.1.1. Investments supporting robotization and digitalization in enterprises.

1. **Detailed description of the subject matter of the order**

PART 1 - Acquisition of automatic painting line T2 - 1 set

The acquired fixed asset is to be founded on the owned hall - T2.

The automatic painting line is to be used to produce a range of products, i.e. wood windows and doors. The line is to be used to implement operation 7 in the technological process, i.e. Painting. As a result of the acquisition of the asset, the currently used manual painting process is to be replaced with an automatic one, which will translate into the goal of increasing the level of digitization, robotization and automation of the process.

COMPONENTS OF THE ACQUIRED LINE:

1. Chain conveyor support structure 1 set

1 set consists of:

- A set of steel columns and beams for suspending the chain conveyor system.

2. Chain conveyor – 1 pcs

Chain conveyor for transporting lifting beams on which the windows to be painted hang.

3. External filter plus heat recuperator , dust collection chambers, pipe and valve installation - 1 set

The external ventilation chamber with a capacity of 50000 m³/h is to consist of:

- blower fan
- blowing air filter
- blowing air flow control system
- blowing air heater including valves and piping
- exhaust fan
- exhaust air filtration system
- two dust extraction chambers
- installation of ventilation pipes

4. 2 robots , paint pumps i.e. a complete paint system so-called "Paint Kitchen" - 1 set

1 set consists of:

- 2 paint anthropomorphic robots with paint guns
- Set of high-pressure paint pumps with valves and piping

5. Video camera system with software - 1 set

3D scanning chamber consisting of:

- laser profilometers
- a computer with software to parameterize the paint application method

6. Extension of the electrical switchgear to power and control the newly installed equipment - 1 set

- modernization of software / control of the entire paint shop

7. Industrial video system cameras with software with artificial intelligence algorithms - 1 set

8. Plumbing for existing paint pumps - 1 set

9. Lifting beams for the addition resulting from the extension of the conveyor - 1 set

10. RFID tags for added lifting beams with RFID antennas to read RFID tags at new chain conveyor locations - 1 set

11. Hydraulic installation for quick color change - 1 set

12. Assembly, installation work: 1 set

Per 1 set consists of, for example:

- adaptation of the ventilation system of the existing painting stations
- adaptation of the column and beam support structure of the existing chain conveyor configuration
- and others

PART 2 - Acquisition of automatic painting line T4 - 1 set

The acquired fixed asset is to be sited on an owned hall - T4.

The automatic painting line is to be used to produce a range of products, i.e. wood windows and doors. The line will be used to implement operation 7 in the technological process, i.e. Painting. The acquisition of the fixed asset is necessary for the implementation of the planned project.

As a result of the acquisition of the asset - the currently used manual painting process is to be replaced with an automated one, which will translate into the goal of increasing the level of digitization, robotization and automation of the process.

COMPONENTS OF THE ACQUISITIVE LINE:

1. **Chain conveyor support structure 1 set**
1 set consists of:
 - A set of steel columns and beams for suspending the chain conveyor system.
2. **Chain conveyor - 1pc.**
Chain conveyor for transporting lifting beams on which hang windows to be painted
3. **External filter plus heat recuperator , dust collection chambers, pipe and valve installation - 1 set**
Outdoor ventilation chamber with a capacity of 50000 m³/h consisting of:
 - blower fan
 - blowing air filter
 - blowing air flow control system
 - blowing air heater including valves and piping
 - exhaust fan
 - exhaust air filtration system
 - two dust extraction chambers
 - installation of ventilation pipes
4. **2 robot , paint pumps i.e. a complete paint system so-called "Paint Kitchen" - 1 set**
1 set consists of:
 - 2 paint anthropomorphic robots with paint guns
 - Set of high-pressure paint pumps with valves and piping
5. **Video camera system with software - 1 set**
3D scanning chamber consisting of:
 - laser profilometers
 - a computer with software to parameterize the paint application method
6. **Extension of electrical switchgear for power and control of newly installed equipment - 1 set**
 - modernization of software / control of the entire paint shop
7. **Industrial vision system cameras with software with artificial intelligence algorithms**
8. **Adaptation of the hydraulic system of the existing paint pumps - 1 set**
9. **Lifting beams for the addition resulting from the extension of the conveyor - 1 set**
10. **RFID tags for added lifting beams with RFID antennas to read RFID tags at new chain conveyor locations - 1 set**
11. **Hydraulic installation for quick color change - 1 set**
12. **Assembly, installation work: 1 set**
Per 1 set consists of, for example:
 - adaptation of the ventilation system of the existing painting stations
 - adaptation of the column and beam support structure of the existing chain conveyor configuration
 - and others

ADDITIONAL INFORMATION:

1. The successful Contractor shall provide, for compensation, **delivery, insurance for transportation, commissioning, installation of a fully functional system, testing, testing, training** and other activities necessary for the commissioning of the Subject of the Contract at the Ordering Party's site by the Contractor's employees. The Contractor's employees will operate under the direct supervision of the Ordering Party.
2. Delivery and handover of the Subject of the Contract **will be carried out by the Contractor at the project site designated by the Ordering Party.**

3. The cost of transportation and insurance of the Subject of the Contract against all risks of loss and damage during delivery to the place of performance (including loading and unloading) shall be borne by the Contractor;
4. The Subject of the Contract shall be new, complete, free of physical and legal defects and encumbrances by third parties, and shall not be subject to collateral.
5. The Subject of the Contract must be CE certified or equivalent.
6. Trademarks, origin or patents that may appear in the Request for Quotation are only exemplary, and their indication is intended to define the expected standard, while the Purchaser informs that it allows the use of **equivalent solutions**.
7. If the Subject of the Contract is described by standards, approvals, technical specifications, the Purchaser allows equivalent solutions. In this case, the Bidder is obliged to indicate in Appendix No. 3 - Technical parameters of the Subject of the Contract, in the column "comments" the extent of equivalence. The description of the proposed equivalent solutions must be so detailed that the Ordering Party, when evaluating the bids, will be able to assess the fulfillment of the requirements for their functional and qualitative properties and parameters, and decide whether the proposed solutions are equivalent.
8. Equivalent solutions shall be understood as those that present the description of the Subject of the Contract with the same or better technical, quality, functional parameters that meet the minimum parameters specified by the Ordering Party, but marked with a different e.g. trademark, patent or origin, standard or approval. The Contractor who refers to equivalent solutions in the Subject of the Contract described by the Ordering Party is obliged to prove that the solutions proposed by him in an equivalent degree meet the requirements specified in the Request for Quotation.
9. The Ordering Party shall require the Contractor to submit relevant documents to substantiate the use of equivalent solutions. If the Contractor does not submit documents on the use of other equivalent materials or solutions in the bid, it shall be understood that the materials proposed in the detailed description of the subject matter of the contract have been included in the calculation of the bid price and the execution of the subject matter of the contract; therefore, the Contractor shall be obliged to use the materials or solutions proposed in the detailed description of the Subject of the Contract for the execution of the Contract.
10. The object of the contract must be CE certified or equivalent.
11. The Contractor will provide the Ordering Party with **documents in Polish language** together with the Subject of the Contract:
 - Technical cards and warranty cards
 - Final acceptance protocol
 - Technical and operational documentation
 - Declaration of conformity
 - Manual user instructions
 - List of spare parts
 - And other
12. CPV code:
42924300-2 Spray equipment

IV. CONTRACT IMPLEMENTATION SCHEDULE

1. Deadline for execution of the order - **within maximum to 20.12.2024r**
2. The date of completion of the contract shall be the date on which the Ordering Party and the Contractor sign the final acceptance protocol without reservations.

V. DESCRIPTION OF THE METHOD OF SUBMITTING TENDERS

1. The proposed price should be presented in the **Bid Form (Attachment 1)**.
2. The value of the bid must be presented in monetary units as a **net price**, to two decimal places.
3. The net price of the Subject of the contract shall constitute the criterion for evaluation of bids, in accordance with the terms and conditions specified in Chapter VII of this Request for Quotation. In addition, the **service response time after reporting a defect will additionally be evaluated**.
4. If any amounts are quoted in foreign currencies, the **Ordering Party** will convert these amounts to PLN at the average exchange rate of the National Bank of Poland announced on on **26.03.2024**.

5. When quoting prices, all elements related to the correct and timely implementation of the subject matter of the contract and other activities necessary to hand over the subject matter of the contract must be taken into account.
6. The value of the bid will be valid for the entire period of the bid and will be binding for the contract to be concluded.

VI. PLACE AND DEADLINE FOR SUBMISSION OF BIDS

1. The bid and its attachments must be submitted by **26.03.2024** to the following email address: jdo@dovista.com
2. Bids submitted after the deadline or outside the established method of submission will not be considered.
3. The bid must be valid at least until **31.05.2024**. If the bid validity period is not specified or is shorter, the Ordering Party will call on the Bidder to supplement or extend the bid validity period. If the Bidder fails to carry out the indicated actions within the specified period, the bid will be rejected as inconsistent with the contents of the request for quotation.
4. The Ordering Party informs that it allows for the possibility of extending the bid validity period with the prior consent of the Bidder.
5. Prior to the deadline for submission of bids, the Bidder may make **changes** to the submitted bid or **withdraw** it. Amendments to the bid or its withdrawal should be delivered to the Ordering Party via the Competitive Database before the deadline for submission of bids. Bid modification or withdrawal should be additionally marked "**AMENDMENT OF OFFER**" or "**WITHDRAWAL OF OFFER**". Bid amendment or withdrawal submitted after the deadline or outside the established method of submission will not be considered.
6. The Ordering Party may call upon Contractors who have not submitted statements or documents required by the Ordering Party by the specified deadline, or who have not submitted powers of attorney, or who have submitted statements and documents required by the Ordering Party that contain errors, clerical or accounting errors, or who have not confirmed that the Contractor meets the conditions for participation in the procedure, or who have submitted defective powers of attorney, to submit them by the specified deadline, unless their submission is subject to rejection or it would be necessary to invalidate the procedure.
7. In the course of examining and evaluating bids, the Ordering Party may demand from Bidders **clarifications** and additions to the content of the submitted bids within a specified period. If the clarifications are not submitted within the specified period, **the bid will be rejected**.
8. If the price or cost offered by the Bidder seems abnormally low in relation to the subject matter of the contract, i.e. differs by more than 30% from the arithmetic mean of the prices of all valid offers not subject to rejection, or raises doubts of the Ordering Party as to the possibility of executing the Subject of the Contract in accordance with the requirements specified in the request for proposals or arising from separate regulations, the Ordering Party will require the Bidder to submit **explanations**, including submission of **evidence regarding the calculation of the price or cost, within a** specified time. The Ordering Party will evaluate these explanations in consultation with the Bidder and may reject this bid only if the explanations submitted, together with evidence, do not justify the price or cost quoted in this bid. If the Bidder fails to submit explanations within the prescribed time limit, **the bid will be** rejected as inconsistent with the contents of the request for proposals.
9. An offer shall be submitted under pain of rejection in documentary form (**Art. 77² of the Civil Code**) - understood as a scan of the signed original or electronic form (**Art. 78¹ of the Civil Code**) - understood as a document bearing a qualified electronic signature - sent via the Competitive Database.
10. The bid should be signed by a person authorized to represent the Contractor, in accordance with the form of representation of the Contractor specified in the relevant register or other document, appropriate for the given organizational form of the Contractor, or by an authorized representative of the Contractor.
11. The offer should include **the offer form** completed in accordance with the request for proposals and the attachments to the request for proposals, as well as documents confirming the authority to represent and act on behalf of the Bidder.
12. The Ordering Party reserves the right to change the content of this Request for Quotation. The Ordering Party will extend the deadline for submission of tenders by the time necessary to make changes to the tenders, if it is necessary due to the scope of the changes.

13. Amendments to the content of the Request for Quotation and clarifications provided by the Ordering Party to Bidders' inquiries shall become an integral part of the request for quotation and shall be binding on all Bidders.

VII. CRITERIA FOR EVALUATION OF TENDERS AND INFORMATION ON THE POINT WEIGHTS ASSIGNED TO EACH OF THE TENDER EVALUATION CRITERIA AND A DESCRIPTION OF THE METHOD OF AWARDING POINTS FOR MEETING A GIVEN TENDER EVALUATION CRITERION

The Ordering Party will evaluate valid bids based on the following bid evaluation criteria:

CRITERIA	WEIGHT (points)
NET PRICE	75
SERVICE RESPONSE TIME	20
WARRANTY PERIOD	5

a) **NET PRICE - PC**

The price score will be calculated based on the formula:

$$P_c = \frac{C_n \times 75}{C_b} \quad \begin{array}{l} P_c - \text{points received} \\ C_n - \text{net value of the lowest of the submitted Bids} \\ C_b - \text{net value of the tested Offer} \\ 75 - \text{weight of the offer} \end{array}$$

A bid for the criterion "**net price**" can receive a maximum of **75.00 points**.

b) **SERVICE RESPONSE TIME- PS** (understood as the time to proceed to remove the defect from the moment of notification)

In the service response time criterion, the Ordering Party will evaluate the criterion on the basis of the information contained in the bid form, i.e. the Contractor shall indicate in the bid form the maximum service response time to the Ordering Party's notification counted in full clock hours.

The score for service response time will be calculated based on the formula:

$$P_s = \frac{C_s \times 20}{C_b} \quad \begin{array}{l} P_s - \text{points received} \\ C_s - \text{service response time the lowest among the submitted Bids} \\ C_b - \text{service response time of the tested Offer} \\ 20 - \text{weight of the offer} \end{array}$$

A bid for the criterion "**Service response time**" can receive a maximum of **20.00 points**.

c) **WARRANTY PERIOD - PG**

The price score will be calculated based on the formula:

$$P_g = \frac{C_g \times 5}{C_b} \quad \begin{array}{l} P_g - \text{points received} \\ C_g - \text{warranty period of the tested Offer} \\ C_b - \text{highest warranty period of the submitted Bids} \\ 5 - \text{weight of the offer} \end{array}$$

A bid for the criterion "**warranty period**" can receive a maximum of **10.00 points**.

1. Calculations will be made by the Employer to two decimal places.
2. **THE ORDERING PARTY WILL CONSIDER AS THE MOST ADVANTAGEOUS THAT OFFER WHICH OBTAINS THE HIGHEST NUMBER OF POINTS FOR EACH CRITERION, AFTER ADDING THEM UP ACCORDING TO THE FORMULA:
 $P = PC + PS$.**

VIII. TERMS AND CONDITIONS OF PARTICIPATION IN THE PROCEEDINGS AND THE MANNER OF ASSESSING THEIR FULFILLMENT

1. Contractors who meet the conditions specified in this request for proposals for knowledge and experience may apply for the award of the contract.

The Ordering Party requires that the Contractor, within the last 3 years from the date of making public the request for quotation, and if the period of activity of the Contractor is shorter - in this period, demonstrated the implementation of **at least 1 service consisting of the supply of a paint line with a value of 1000000 eur**

The Ordering Party will consider the condition as fulfilled on the basis of the list of deliveries submitted by the Contractor, according to the template, which is Attachment No. 6 to the request for quotation, and evidence indicating whether these deliveries were made properly (references, acceptance reports, or other documents issued by the entity for which the deliveries were made.

The Ordering Party will evaluate the fulfillment of the conditions for participation in the proceedings on the basis of the List of deliveries and the statement of no grounds for exclusion, in accordance with the contents of Appendix No. 2 to the Request for Quotation.

IX. LIST OF DOCUMENTS/STATEMENTS REQUIRED FROM THE CONTRACTOR

The Ordering Party requires the following **documents to be** delivered with the Bid (according to the template of Exhibit 1):

- a) Statement of no grounds for exclusion (Appendix 2),
- b) Confirmation of technical and performance parameters (Attachemnt No. 3) **with the inclusion of the number of in the additional technical specification.**
- c) Contractor's statement regarding the fulfillment of information obligations provided for in Article 13 or Article 14 of GDPR (Attachment No. 4),
- d) Additional technical specifications/technical description **confirming the fulfillment of the parameters of the Subject of the Contract**
- e) **List of deliveries (Attachement No. 6)**
- f) Documents confirming the authority to represent and act on behalf of the Bidder - if applicable.

X. INFORMATION ON THE SCOPE OF EXCLUSION OF THE CONTRACTOR

Entities with personal or capital ties with the Ordering Party are excluded from the proceedings. A capital or personal relationship means a mutual relationship between the Ordering Party or persons authorized to incur liabilities on behalf of the Ordering Party or persons performing activities for the Ordering Party related to the preparation and execution of the procedure for selecting the Contractor and the Contractor, consisting in particular of:

- 1) participating in a company as a partner in a civil partnership or partnership.
- 2) owning at least 10% of the share or shares (unless a lower threshold is required by law).
- 3) Serving as a member of the supervisory or management body, proxy, attorney.
- 4) remaining in a marital relationship, in a relationship of consanguinity or affinity in a direct line, consanguinity or affinity in a lateral line to the second degree, or a relationship of adoption, custody or guardianship, or being in common life with the Contractor, its legal deputy or members of the management or supervisory bodies of the Contractors competing for the contract.
- 5) remain with the contractor in such a legal or factual relationship that there is reasonable doubt as to their impartiality or independence in connection with the procurement procedure.

XI. INFORMATION ON FORMALITIES WHICH SHOULD BE COMPLETED AFTER THE SELECTION OF THE MOST ADVANTAGEOUS OFFER IN ORDER TO IMPLEMENT THE SUBJECT MATTER OF THE CONTRACT

1. The Ordering Party will post information about the results of the proceedings on its website - <https://dovista.pl/>
2. The contractor will be informed by phone or via e-mail about the date and place of signing the contract.
3. If the Contractor whose bid was selected withdraws from the contract, the Ordering Party may enter into a contract with the next Bidder who obtained the next highest number of points in the procurement procedure.

XII. CONDITIONS OF CONTRACT AMENDMENT

1. The Ordering Party provides for the possibility of amending the provisions of the contract in relation to the content of the offer on the basis of which the Contractor was selected, in the event of the occurrence of at least one of the circumstances listed below, including the conditions for their introduction, i.e.:
 - a) changes relate to the implementation of additional supplies from the existing contractor not covered by the basic contract, if they have become necessary and all the following conditions are met:
 - 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,
 - change of Contractor would cause significant inconvenience or a significant increase in costs to the Ordering Party,
 - the value of each subsequent amendment does not exceed 50% of the value of the contract originally specified in the contract,
 - b) the change does not lead to a change in the nature of the contract and the following conditions are met together:
 - the need to amend the contract is due to circumstances that the Ordering Party, acting with due diligence, could not foresee,
 - the value of the change does not exceed 50% of the value of the contract originally specified in the contract,
 - c) The Contractor to whom the Ordering Party has awarded the contract is to be replaced by a new contractor:
 - 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 changes to the contract and is not intended to avoid the application of the principle of competitiveness,or,
 - as a result of the Ordering Party's assumption of the contractor's obligations to its subcontractors - in the event of a change of subcontractor, the Ordering Party may conclude a contract with a new subcontractor without changing the terms of the contract, taking into account the payments made for the work completed to date,
 - d) the change does not lead to a change in the nature of the contract and the total value of the changes is less than EUR 140,000¹ and at the same time is less than 10% of the value of the contract originally stipulated in the contract
 - e) a change in the method of accounting for the contract, making payments or **the need to change the date of execution** in favor of either Party, at their motivated request,
 - f) occurrence of a necessity to increase/decrease the scope of the subject matter of the order by the value of 10% of the net price of the subject matter of the order
 - g) the occurrence of force majeure,

¹ The average exchange rate of PLN in relation to EUR, which is the basis for converting the value of contracts, is announced by the President of the Public Procurement Office, in the Official Journal of the Republic of Poland "Monitor Polski", and published on the website of the Public Procurement Office.

2. In addition, the Ordering Party allows significant changes to the provisions of the contract in the following cases and scope:
 - a) the manner of performance of the subject matter of the contract due to the occurrence of circumstances that the Ordering Party and the Contractor could not foresee, despite exercising due diligence,
 - b) remuneration in the event of a change in tax legislation, in particular a change in the rate of tax on goods and services,
 - c) changes in generally applicable laws to the extent affecting the performance of the contract,
 - d) changes in the rules of payment of the Contractor's remuneration, when the need for changes will be a consequence of the provisions of other agreements having a relationship with the agreement relating to this procedure and the need for changes is due to circumstances that could not have been foreseen at the time of concluding the agreement
 - e) other changes as a result of circumstances that the Parties could not foresee at the time of concluding the contract,
 - f) change in the period of execution of the Subject of the Contract, change in the scope of the Subject of the Contract within the entire project resulting from the needs of the Ordering Party in the event of acceptance by the Institution that is a party to the Project Funding Contract of changes in the Application for funding.
3. Amendments to the contract require an annex in writing under pain of nullity in order to be valid.

XIII. MATERIAL PROVISIONS OF THE CONTRACT

The basic terms and conditions of the contract are detailed in **Attachment No. 5** attached to the request for proposal. This scope will be included in the concluded contract with the Contractor.

XIV. INFORMATION CLAUSE

Pursuant to Article 13 (1) and (2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 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) (Official Journal of the EU L 119 of 04.05.2016, p. 1), hereinafter "GDPR", I inform you that:

1. The administrator of your personal data is **DOVISTA POLSKA SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ** with registered office: 83-115 Wędkowy, Swarozyn, entered in the Register of Entrepreneurs of the National Court Register under National Court Register no. 0000232159, NIP 5932445341, REGON 220045370, e-mail: jdo@dovista.com
2. Your personal data will be processed on the basis of Article 6(1)(f) GDPR in order to carry out the procurement procedure, in accordance with the principle of competitiveness in the project entitled **"Increasing the level of digitization, automation and robotization in the company DOVISTA POLSKA SP. Z O.O."** implemented within the framework of the National Recovery and Resilience Plan (NRP) Component A "Resilience and Competitiveness of the Economy", NRP - A2.1.1 Investments to support robotization and digitization in enterprises.
3. The recipients of your personal data will be the persons or entities to whom the documentation of the proceedings will be made available in the event of conclusion of a contract for the project entitled **"Increasing the level of digitization, automation and robotization at DOVISTA POLSKA SP. Z O.O."**
4. Your personal data will be stored, in the case of the conclusion of a grant agreement, for a period of 10 years, in accordance with the rules of archiving documents covered by the grant agreement.
5. The obligation for you to provide personal data directly concerning you is a requirement arising from accession to the proceedings in question and from the provisions of law, in particular the Guidelines, related to participation in the procurement proceedings; the consequence of failure to provide data will be rejection of the Contractor from the proceedings;
6. With regard to your personal data, decisions will not be made by automated means, pursuant to Article 22 of the GDPR;
7. Your personal data will be transferred outside Poland, the EU and the European Economic Area.
8. You own:
 - a) Pursuant to Article 15 of the GDPR, the right to access personal data concerning you;
 - b) Pursuant to Article 16 of the GDPR, the right to rectify your personal data;

- c) Under Article 18 of the GDPR, the right to request the controller to restrict the processing of personal data, subject to the cases referred to in Article 18(2) of the GDPR;
 - d) The right to erasure under Article 17(1) of the GDPR;
 - e) The right to lodge a complaint with the President of the Office for Personal Data Protection if you consider that the processing of personal data concerning you violates the GDPR;
9. You are not entitled to:
- a) The right to erasure of personal data to the extent indicated in Article 17(3)(b), (d) or (e) GDPR;
 - b) The right to portability of personal data referred to in Article 20 of the GDPR;
 - c) pursuant to Article 21 of the GDPR, the right to object to the processing of your personal data, as the legal basis for the processing of your personal data is Article 6(1)(c) of the GDPR.

The contractor, when joining the proceedings, is obliged to inform in writing each person whose personal data will be provided in the bid, statements and documents submitted in the proceedings.

XV. ATTACHMENTS

1. **Attachment No. 1** - Bid Form
2. **Attachment No. 2** - Statement of no grounds for exclusion from participation in the proceedings
3. **Attachment No. 3** - Technical and performance parameters
4. **Attachment No. 4** - Contractor's statement regarding fulfillment of information obligations provided for in Article 13 or Article 14 of GDPR
5. **Attachment No. 5** - Important provisions of the Contract
6. **Attachment No. 6** - list of deliveries

Attachment No. 1 to the Request for Quotation
BID FORM

(Place and date)

Name and address

phone, e-mail of the Contractor

Contractor's NIP

DOVISTA POLAND SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ
83-115, WĘDKOWY, SWAROŻYN
VAT identification number NIP 5932445341

With reference to the Request for Quotation **for the acquisition of automatic painting lines** for the needs of the company DOVISTA POLSKA SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ realized within the framework of the National Recovery and Resilience Plan (NRP) Component A "Resilience and competitiveness of the economy", NRP - A2.1.1. Investments in support of robotization and digitization in enterprises, we offer the implementation of the subject matter of the order in accordance with the request for proposal for the price:

Lp.	Subject of the Contract	Net price including currency [constitutes an evaluation criterion for bids].	Service response time in hours [constitutes bid evaluation criterion].	Warranty period in years [is an evaluation criterion for bids].
1.	Automatic painting line [T2] - 1 set			
2.	Automatic painting line [T4] - 1 set			
Total net price including currency				

1. We declare that we have familiarized ourselves with the request for quotation along with the attachments and do not raise any objections.
2. We declare that we have obtained all necessary information for the preparation of the bid.
3. We declare that we have read the terms and conditions of the contract and do not object to them.
4. We declare that the above price includes the implementation of all obligations of the Contractor described in the request for quotation and its attachments.
5. We declare that the offer is valid **until**
6. We declare that the documents confirming the power of representation, the Ordering Party may obtain by means of **free and publicly available**² databases, at the following web address:

* <https://ems.ms.gov.pl/krs/wyszukiwaniepodmiotu>

² In the case of registration of the Contractor submitting a bid in Databases other than free and publicly available, the Contractor should submit the relevant documents confirming the power of representation with the bid

(applies to entities registered with the National Court Register [National Court Register]),

- * https://prod.ceidg.gov.pl/ceidg/ceidg_public.ui/Search.aspx
(applies to entities registered in the Central Register and Information on Economic Activity [CEIDG])
- *-..... (enter appropriate web address in case of databases other than those indicated above)

**Please select and mark the option appropriate for the type of Contractor.*

If represented by a power of attorney, it must be attached to the bid

7. **The attachments** to this Offer, which are an integral part of this Offer, are:
- 1) Statement of no grounds for exclusion from participation in the proceedings.
 - 2) Technical and performance parameters **with identification of the number/page in the additional technical specification**
 - 3) Contractor's statement regarding the fulfillment of information obligations provided for in Article 13 or Article 14 of GDPR
 - 4) Technical specification/technical description confirming that the minimum technical parameters are met
 - 5) List of deliveries
 - 6) Power of attorney - if applicable.
 - 7) Other:..... (if applicable)

(legible signature of Contractor or person authorized to represent)

Appendix No. 2 to the Request for Proposal

STATEMENT
ON NO GROUNDS FOR EXCLUSION FROM PARTICIPATION IN THE PROCEEDINGS

Submitting an offer to the Request for Quotation **for the acquisition of automatic paint lines for the** company DOVISTA POLSKA SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ implemented under the National Recovery and Resilience Plan (NRP) Component A "Resilience and competitiveness of the economy", NRP - A2.1.1. Investments supporting robotization and digitalization in enterprises I (we) declare **that there are no grounds to exclude me (us) from the procurement procedure** due to personal or capital ties with the Ordering Party, i.e. mutual ties between the Ordering Party or persons authorized to contract obligations on behalf of the Ordering Party or persons performing activities on behalf of the Ordering Party related to the execution of the procedure for selection of the Contractor and the Contractor, consisting in particular in:

- 1) participating in a company as a partner in a civil partnership or partnership.
- 2) owning at least 10% of the share or shares (unless a lower threshold is required by law).
- 3) Serving as a member of the supervisory or management body, proxy, attorney.
- 4) remaining in a marital relationship, in a relationship of consanguinity or affinity in a direct line, consanguinity or affinity in a lateral line to the second degree, or a relationship of adoption, custody or guardianship, or being in common life with the Contractor, its legal deputy or members of the management or supervisory bodies of the Contractors competing for the contract.
- 5) remain with the contractor in such a legal or factual relationship that there is reasonable doubt as to their impartiality or independence in connection with the procurement procedure.

Place and date

(legible signature of the Contractor or person authorized to represent him)

TECHNICAL AND PERFORMANCE PARAMETERS OF THE SUBJECT OF THE CONTRACT

(fill in and confirm that the technical parameters are met)

Item	Required minimum parameters by the Ordering Party	Confirmation of the parameters offered by the Contractor by writing YES/NO respectively	Comments (page and item number in additional technical specification)
1.	<p>Chain conveyor support structure 1 set 1 set consists of:</p> <ul style="list-style-type: none"> • A set of steel columns and beams for suspending the chain conveyor system. <p>Chain conveyor - 1pc. Chain conveyor for transporting lifting beams on which hang windows to be painted. The chain conveyor and its elements must be compatible with the existing CT conveyor.</p> <p>External filter plus heat recuperator , dust collection chambers, pipe and valve installation - 1 set Outdoor ventilation chamber with a capacity of 50000 m³/h consisting of:</p> <ul style="list-style-type: none"> • blower fan • blowing air filter • blowing air flow control system • blowing air heater including valves and piping • recuperator • exhaust fan • exhaust air filtration system • two dust extraction chambers • installation of ventilation pipes • electrical installation with conjugated control with a paint shop conveyor system <p>2 robot , paint pumps i.e. a complete paint system so-called "Paint Kitchen" - 1 set</p> <ul style="list-style-type: none"> • Set of high-pressure paint pumps with valves and piping • 2 industry, dedicated anthropomorphic painting works with painting pistols with software • An automated power supply system for paint consisting of 10 pumps, circulation system and paint pressure adjustment in automatic mode. • the measuring system of the flow value, density, paint temperature. • paint reckoning system with software <p>Video camera system with software - 1 set 3D scanning chamber consisting of:</p> <ul style="list-style-type: none"> • laser profilometers • industrial cameras supervised by the artificial intelligence system for processing 3D images • a computer with software to parameterize the paint application method <p>Extension of electrical switchgear for power and control of newly installed equipment - 1 set</p>		

	<ul style="list-style-type: none"> modernization of software / control of the entire paint shop Industrial vision system cameras with software with artificial intelligence algorithms Adaptation of the hydraulic system of the existing paint pumps - 1 set Lifting beams for the addition resulting from the extension of the conveyor - 1 set RFID tags for added lifting beams with RFID antennas to read RFID tags at new chain conveyor locations - 1 set Hydraulic installation for quick color change - 1 set Assembly, installation work: 1 set Per 1 set consists of, for example: <ul style="list-style-type: none"> adaptation of the ventilation system of the existing painting stations adaptation of the column and beam support structure of the existing chain conveyor configuration Integration of the above -mentioned automation systems with a security system. and others 		
2.	Chain conveyor support structure 2 set 1 set consists of: <ul style="list-style-type: none"> A set of steel columns and beams for suspending the chain conveyor system. Chain conveyor - 1pc. Chain conveyor for transporting lifting beams on which hang windows to be painted. The chain conveyor and its elements must be compatible with the existing CT conveyor. External filter plus heat recuperator , dust collection chambers, pipe and valve installation - 1 set Outdoor ventilation chamber with a capacity of 50000 m3/h consisting of: <ul style="list-style-type: none"> blower fan blowing air filter blowing air flow control system blowing air heater including valves and piping recuperator exhaust fan exhaust air filtration system two dust extraction chambers installation of ventilation pipes electrical installation with conjugated control with a paint shop conveyor system 2 robot , paint pumps i.e. a complete paint system so-called "Paint Kitchen" - 1 set <ul style="list-style-type: none"> Set of high-pressure paint pumps with valves and piping 2 industry, dedicated anthropomorphic painting works with painting pistols with software An automated power supply system for paint consisting of 10 pumps, circulation system and paint pressure adjustment in automatic mode. 		

	<ul style="list-style-type: none"> • the measuring system of the flow value, density, paint temperature. • paint reckoning system with software <p>Video camera system with software - 1 set</p> <p>3D scanning chamber consisting of:</p> <ul style="list-style-type: none"> • laser profilometers • industrial cameras supervised by the artificial intelligence system for processing 3D images • a computer with software to parameterize the paint application method <p>Extension of electrical switchgear for power and control of newly installed equipment - 1 set</p> <ul style="list-style-type: none"> • modernization of software / control of the entire paint shop <p>Industrial vision system cameras with software with artificial intelligence algorithms</p> <p>Adaptation of the hydraulic system of the existing paint pumps - 1 set</p> <p>Lifting beams for the addition resulting from the extension of the conveyor - 1 set</p> <p>RFID tags for added lifting beams with RFID antennas to read RFID tags at new chain conveyor locations - 1 set</p> <p>Hydraulic installation for quick color change - 1 set</p> <p>Assembly, installation work: 1 set</p> <p>Per 1 set consists of, for example:</p> <ul style="list-style-type: none"> • adaptation of the ventilation system of the existing painting stations • adaptation of the column and beam support structure of the existing chain conveyor configuration • Integration of the above -mentioned automation systems with a security system. • and others 		
--	---	--	--

- In case of a negative answer (NO), the Contractor is obliged to indicate (in addition to the page number) in the column "**Comments**" **the equivalence of the** offered parameter. At the same time, I would like to inform that the offered equivalence cannot be worse than the requirements of the Ordering Party.
- If the Subject of the Contract is described by standards, approvals, technical specifications, the Purchaser shall allow equivalent solutions. In this case, the Bidder is obliged to indicate in this Appendix in the column "comments" the extent of equivalence. The description of the proposed equivalent solutions must be so detailed that the Ordering Party, when evaluating the bids, will be able to assess the fulfillment of the requirements for their functional, qualitative and parametric properties and decide whether the proposed solutions are equivalent.
- Equivalent solutions shall be understood as those that present the description of the subject of the contract with the same or better technical, quality, functional parameters that meet the minimum parameters specified by the Ordering Party, but marked with a different e.g. trademark, patent or origin, standard or approval. **The Contractor who refers to equivalent solutions in the subject matter of the contract described by the Ordering Party is obliged to prove that the solutions proposed by him in an equivalent degree meet the requirements specified in the Request for Quotation.**
- The Ordering Party shall require the Contractor to submit relevant documents to substantiate the use of equivalent solutions. If the Contractor does not submit documents on the use of other equivalent materials or solutions in the bid, it shall be understood that the materials proposed in the detailed description of the Subject of the Contract have been included in the calculation of the bid price and the execution of the subject matter of the contract; therefore, the Contractor shall be obliged to use the

materials or solutions proposed in the detailed description of Subject of the Contract for the execution of the Contract.

.....

(place, date)

.....

*(legible signature of the Contractor or
person authorized to represent)*

Attachment No. 4 to the Request for Quotation

Contractor's statement regarding the fulfillment of information obligations provided for in Article 13 or Article 14 of GDPR

I declare that I have fulfilled the information obligations provided for in Article 13 or Article 14 of the GDPR with respect to natural persons from whom I have directly or indirectly obtained personal data for the purpose of applying for a contract in this procedure.

Place and date	Name, surname and signature of the Contractor or authorized representative of the Contractor

Attachment No. 5 to the Request for Quotation

MATERIAL CONTRACTUAL PROVISIONS

1. **Contractual penalties:**
 - a) If the Contractor is delayed in the execution of the Contract, the Ordering Party shall be entitled to liquidated damages in the amount of:
 - 2% of the net order price, for each full week of delay in the execution of the Contract, exceeding the deadline specified in the contract.
 - 0.5% of the net order price, for each day of delay, exceeding the deadline set by the Ordering Party for removal of defects under warranty or guarantee.
 - b) The maximum amount of liquidated damages imposed on the Contractor may not exceed 15% of the net value of the entire contract.
 - c) The stipulation of contractual penalties does not deprive the Ordering Party of the right to claim compensation under the general rules of law.
 - d) The Ordering Party shall be entitled to claim damages in excess of the contractual penalties stipulated in the Contract and any claims for non-performance or improper performance of the Subject of the Contract.
2. The contractual penalties will be payable within 14 days from the date of receipt of the interest note by the Contractor.
3. **Funding:**
 1. The Ordering Party undertakes to pay the Contractor the remuneration resulting from the bid. The basis for issuing a VAT invoice is the protocol of acceptance of the subject of the order without reservations, signed by both parties, subject to point. 2).
 2. The Ordering Party provides for prepayments and/or partial payments on the basis of advance/partial invoices. The Ordering Party also allows settlement on the basis of a final invoice. Detailed payment terms will be agreed at the stage of contract with the selected Contractor.
 - (3) Payment shall be deemed to have been made on the date the bank debits the Ordering Party 's account.
4. **Acceptances:**

The Ordering Party provides for partial and/or final acceptance. The basis for payment of remuneration will be the final acceptance protocol signed without reservations by both parties.
5. **Warranty:**
 1. Warranty period – **1 yer** from the date of signing (without reservations) of the **final acceptance protocol**.
 2. As part of the warranty arrangements, the Ordering Party anticipates detailing in the contract:
 - a) rules for accepting reports of defects,
 - b) response time to make repairs,
 - c) extent of the elements covered by the warranty,
 - d) Contractor's liability for improper performance of obligations related to the warranty,
 - e) other duties of the Contractor.
 3. The remaining, unwritten terms and conditions will be regulated at the stage of concluding the contract with the selected contractor or will remain in compliance with applicable laws.
6. **Defects in the Subject of the Contract**

1. The Ordering Party undertakes to accept the Subject of the Contract, subject to paragraphs 2 - 7 below.
 2. The Ordering Party reserves the right not to accept all or part of the Subject of the Contract, if it contains deficiencies in the documentation, or other defects, in particular, it will not correspond to the content of the request for quotation, offer or specifications of the Subject of the Contract.
 3. If defects are found in the course of the acceptance of the Subject of the Contract, the Ordering Party shall have the following rights:
 - 1) If the defects are removable by the Contractor, the Ordering Party may refuse to accept the Subject of the Contract, demanding their removal within a time limit set by him,
 - 2) If the defects cannot be removed and, in the opinion of the Ordering Party, the Subject of the Contract is not suitable for use as intended, the Purchaser may withdraw from the execution of the Subject of the contract and demand that the Contractor return all payments paid for the Subject of the Contract.
 4. If, despite the expiration of the time limit referred to in the contract, the Subject of the Contract continues to have defects or does not meet the requirements of the Ordering Party with regard to the specifications of the Subject of the Contract, the Ordering Party may withdraw from this contract without payment of the price.
 5. Refusal to accept the Subject of the Contract is tantamount to recognition that it has not been executed and delivered on time.
 6. If the defects are removable by the Contractor - the Ordering Party will set a deadline for the Contractor to correct them.
 7. In case of doubt, the Parties point out that if the defects are corrected within the deadline set by the Ordering Party and at the same time the contractual deadline specified in the Contract is exceeded, the Ordering Party shall be entitled to contractual penalties for delays in the execution of the Subject of the Contract.
 8. If the defects are not corrected on time or are not properly corrected, the Ordering Party shall have the right to withdraw from the execution of the Subject of the Contract and demand payment of a contractual penalty for this reason and return of all payments paid for the Subject of the Contract.
 9. The Ordering Party shall have the right for the downtime caused by defects in the Subject of the Contract to charge penalties to the Contractor in accordance with the amount of penalties.
7. **Withdrawal from the Contract**
- 1) The Ordering Party, may withdraw from the concluded Contract in whole or in part in the following cases:
 - a. When the Contractor delays the execution of the Subject of the Contract by the date agreed upon in the Contract, after a prior request for proper execution of the Contract,
 - b. when the Subject of the Contract is defective or inconsistent with the terms and conditions specified in the Request for Quotation, the bid or the Contract, and the Contractor, within an additional period of time set by the Ordering Party, fails to remove the identified violations,
 - 2) Detailed terms of settlement in the event of termination of the Contract may be further established in an agreement between the Ordering Party and the Contractor.

Attachment No. 6 to the Request for Quotation

LIST OF SUPPLIES.

.....
Place, date

.....
Details of the entity submitting the bid

.....
Address

.....
Contact phone, email

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

With reference to the Request for Quotation for the acquisition of for
XX I submit a **List of deliveries in accordance with the contents of the Request for Quotation, i.e.**

The Ordering Party requires that the Contractor within the last 3 years from the date of making public the Request for Quotation, and if the period of activity of the Contractor is shorter - in this period, demonstrated the implementation of at least

The Ordering Party will evaluate the fulfillment of the conditions for participation in the proceedings on the basis of the List of deliveries - with indication of the Subject of the Contract, dates of execution and entities for which the deliveries were made:

LIST OF SUPPLIES.				
Item	Name of the Contractor (entity for which the delivery was made)	Characteristics of the Contract / Information confirming fulfillment of the condition described in point VIII of the Request for Quotation	Delivery time	
			Start day/month/year	End of day/month/year
1	2	3	4	5

NOTE: should be accompanied by evidence indicating whether these deliveries were made duly (references, acceptance reports, or other documents issued by the entity for which the deliveries were made)

.....
(place, date)

.....
(signature and stamp of authorized
Contractor's Representative)