

Tychy, 26.01.2024

REQUEST FOR QUOTATION No. 01/2024**ORDERING PARTY:**

Name: HUF Polska Sp. z o.o.

Address: Strefowa 6, 43-100 Tychy

NIP: 954-23-52-817

As HUF Polska Sp. z o.o. (the Company, Ordering party) plans implementation of the project entitled "zwiększenie mocy produkcyjnych i poziomu automatyzacji oraz robotyzacji wraz z cyfryzacją procesów produkcyjnych HUF Polska Sp. z o.o." under the National Recovery and Resilience Plan, A 2.1.1. Investments supporting robotisation and digitization in enterprises, acting in accordance with the principle of fair competition and equal treatment of contractors, the Company announces a request for quotation in accordance with the principle of competitiveness described in Annex No. 6 to the competition regulations named: "Competition rule".

The Ordering Party is not obliged to apply the provisions of the Act of September 11, 2019 - Public Procurement Law (consolidated text: Journal of Laws of 2022, item 1710, as amended), hereinafter referred to as "PPL".

1. Description of the subject of the order**1.1. Name of the order item and quantity:** 1 pc of Computed tomography system**1.2. Specification of the subject of the order (description of parameters, features, requirements):**

- X-ray tube with approximately 225kV and around 500W to scan high density parts like steel and copper (multicomponent)
- Measuring principle according to measurement of the attenuation of the X -ray radiation due to the component geometry and the density of the material used. The volume data is calculated using the Feldkamp reconstruction algorithm.
- Flat-panel detector with around 3000 x 3000 pixel
- accuracy of less than 5 µm for dimensional evaluation of parts like dimensional measurements and material analysis
- Cylindrical scanning volume of minimum 500mm diameter and 650 mm height
- maximum height can be scanned with horizontal and or vertically extension but must be merged with the delivered application software (Scanning area)
- maximum weight for the table of 40 kg
- Rotatory table with two general fixations for changings
- Automatic filter revolver/changer with around 15 filters
- Continuous operations of 16 hours in two shifts
- Maximum of 3 maintenance per year
- First year maintenance included
- Including Application software
- Including GOM Volume Inspect Professional
- Delivery through doorframe of 2500 mm height and 2100 mm width
- must fulfill §21 of the Strahlenschutzverordnung (StrlSchV)

- Maintenance doors just in front and one side and not at the back side. The device should be placed in a corner of the room
- Additional offline device for preparing scan resolution and area during scanning in CT itself
- Inhouse training for application software
- delivery and final bringing into service
- Complete Workstation for Application software
- Complete Workstation with 384GB RAM for GOM Volume Inspect
- Inhouse or online training for GOM Volume inspect

1.3. Condition: The item must be new

1.4. Category: supplies/services/construction works

1.4.1. **CPV codes:** 33115000-9 - Urządzenia do tomografii

1.5. Minimum required warranty period: 12 months

1.6. Equivalence: if in any place in the description of the subject of the order, the manufacturer's name, proper names, trademarks, patents or the origin of materials or devices used to perform this order are included, which indicate or could indicate a specific manufacturer, this does not mean a preference for the choice of materials of a given manufacturer, but its purpose is to indicate features - technical and quality parameters not worse than those given in the description. In such a case, the Ordering Party allows the submission of equivalent offers using other materials or devices used to perform this order, provided that they guarantee technical, operational and quality parameters not worse than those assumed. A contractor who refers to equivalent solutions is obliged to demonstrate that the devices he offers meet the requirements specified by the Ordering Party. The burden of proving that the product is equivalent in relation to the assumptions specified by the Ordering Party is on the person submitting the offer.

2. Conditions of participation in the proceedings.

Contractors who meet the conditions described below will be admitted to the procedure:

2.1. Submission of a complete offer is mandatory on the offer form being Annex No. 1 to this request for quotation in a manner and within a time limit stated in the requirements described in this request for quotation,

2.2. Lack of the following grounds for exclusion from the proceedings:

2.2.1. no personal or capital relations with the Ordering Party - personal or capital relations mean mutual connections between the Ordering Party or persons authorized to make obligations on behalf of the Ordering Party or persons performing on behalf of the Ordering Party activities related to the preparation and conduct of the Provider selection procedure and the Provider consisting in particular in:

2.2.1.1. participating in a company as a partner in a civil partnership or partnership;

2.2.1.2. owning at least 10% of shares (unless a lower threshold is provided for by law);

2.2.1.3. being a member of the supervisory or management body, commercial proxy or proxy;

2.2.1.4. being married, in a relationship of consanguinity or affinity in the direct line, consanguinity or affinity in the collateral line up to the second degree, or being bound by virtue of adoption, care or guardianship, or being in cohabitation with the contractor, his legal representative or members of the managing bodies or bodies supervisory boards of contractors applying for the contract;

- 2.2.1.5. being in such a legal or factual relationship with the contractor that there is justified doubt as to their impartiality or independence in connection with the contract award procedure.
- 2.2.2. No exclusion from the proceedings pursuant to Art. 5k of Council Regulation (EU) No. 833/2014 of 31 July 2014 concerning restrictive measures in connection with Russia's actions destabilizing the situation in Ukraine (OJ EU No. L 229 of 31/07/2014, p. 1; hereinafter: Regulation 833/2014), as amended by Council Regulation (EU) 2022/576 amending Regulation (EU) No. 833/2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine (OJ EU No. L 111 of 8.4 .2022, page 1; hereinafter: Regulation 2022/576);
- 2.2.3. No exclusion from the proceedings pursuant to Art. 7 section 1 of the Act of April 13, 2022 on special solutions for counteracting support for aggression against Ukraine and for the protection of national security (Journal of Laws, item 835).

The lack of existence of the above-mentioned grounds for exclusion will be confirmed by signing and submitting the offer form being Annex No. 1 to this request for quotation, which includes statements confirming the lack of the above-mentioned connections and exclusions.

- 2.3. Possession of authorizations to perform specific operations or activities, if the law imposes an obligation to have them (fulfilment of the condition will be confirmed by signing the offer form, of which this declaration is an element).
- 2.4. Possessing the necessary knowledge and experience to perform the order or guaranteeing subcontractors with the necessary knowledge and experience to perform the order (the fulfilment of the condition will be confirmed by signing the offer form, of which this declaration is an element).
- 2.5. Having appropriate technical potential to perform the order or guaranteeing subcontractors with appropriate technical potential to perform the order (the fulfilment of the condition will be confirmed by signing the offer form, of which this declaration is an element).
- 2.6. Having persons capable of performing the order or guaranteeing subcontractors having persons capable of performing the order (the fulfilment of the condition will be confirmed by signing the offer form, of which this declaration is an element).
- 2.7. Being in an economic and financial situation that ensures the execution of the order within the specified period (fulfilment of the condition will be confirmed by signing the offer form, of which this declaration is an element).
- 3. Evaluation of offers along with evaluation criteria and description of the method of awarding points -** after the deadline for submitting offers, the contracting authority will first assess the validity of the submitted offers, i.e. will check:
- 3.1. whether they were submitted on time and in a manner consistent with the requirements set out in this request for quotation.
- 3.2. whether they are complete, i.e. whether all required fields have been completed and the required attachments have been attached, and
- 3.3. whether the conditions for participation in the proceedings have been met.

Invalid offers will be rejected. Valid offers will be assessed based on the following criteria:

- 3.4. Criterion: net price in PLN/other currency*** for the entire order (criterion weight 70%) - max. 70 points. * if the price is given in a foreign currency, the conversion will be made according to the average exchange rate of the National Bank of Poland on the date of publication of the request for quotation.

Points under the criterion will be awarded according to the following formula:

$$C n = (C \min / C r) \times 100 \times 70\%$$

C min - the lowest price of the considered valid offers

C r - price of the considered offer

C n - number of points awarded to the offer

Abnormally low price: if the offered price differs by more than 30% from the arithmetic average of the prices of all valid offers that cannot be rejected or the presented offer raises doubts in the Ordering Party as to the possibility of performing the subject of the order, the Ordering Party will request the Bidder to submit explanations within the prescribed period, including submitting evidence regarding price or cost calculation. The Ordering Party evaluates these explanations in consultation with the contractor and may reject this offer only if the submitted explanations and evidence do not justify the price or cost stated in this offer.

- 3.5. warranty period (not less than 12 months) - given in months (criterion weight 20%) – max. 20 points.**

Points under the criterion will be awarded according to the following formula: $G n = (G r / G \max) \times 100 \times 20\%$

tG max - the longest warranty period of the considered valid offers

G r - warranty period of the considered offer

G n - number of points awarded to the offer

- 3.6. service response time (criterion weight 10%)** understood as the time to undertake repairs, counted in hours from the moment (hour) of reporting the fault by the ordering party (criterion weight 10%) - max. 10 points.

Points under the criterion will be awarded according to the following formula:

$$S n = (S \min / S r) \times 100 \times 10\%$$

S min - the shortest service response time of all the considered offers

S r - response time of the considered offer

S n - number of points awarded to the offer

The Ordering Party will award the order to the Contractor whose offer meets all the requirements contained in the Request for Proposal and in total receives the highest number of points - a maximum of 100 points. Points will be rounded to 2 decimal places. If more than one offer receives the same number of points, the number of points obtained under the Net Price Criterion will be decisive.

4. Deadline and method of submitting offers:

- 4.1. The deadline for submitting offers is: 29.02.2024. the date of receipt of the offer to the Ordering Party is decisive. Offers delivered to the Ordering Party after the deadline for submitting offers will be rejected.**

- 4.2. Offers must be submitted in the following form:**

4.2.1. electronically to the e-mail address: michal.pisarek@huf-group.com

- 4.3. Offers should be submitted on a specially prepared offer form being Annex No. 1 to this request for quotation, completing all fields marked with an asterisk (mandatory) of the form.
- 4.4. The offer must be signed by persons authorized to submit offers on behalf of the Bidder. (e.g. in accordance with the representation resulting from the relevant register or on the basis of a granted power of attorney or other documents - which should be attached to the offer if they are not available in public, generally accessible registers).
- 4.5. The offer must be accompanied by a document allowing verification of whether the offered subject of the order meets the parameters described in the Description of the Subject of the Order, e.g. (catalogue card/technical specification or other document enabling verification of the parameters). The documents provided must include all parameters from the description of the subject of the order - the inability to compare all parameters will result in rejection of the offer.
- 4.6. During the examination and evaluation of offers, the Ordering Party may request explanations from Contractors regarding the content of the submitted offers.
- 4.7. Validity period for the offer: at least 30 days from the deadline for submitting offers.
- 4.8. All documents and declarations should be prepared in Polish or English.
- 4.9. The bidder bears all costs related to the preparation and submission of the offer, regardless of the outcome of the proceedings.
- 4.10. In justified cases, the ordering party reserves the right to cancel the request for quotation at any time.
- 4.11. After the deadline for submitting offers, the contracting authority will evaluate the offers and decide on the selection of the most advantageous offer, as well as publish information on the results of the procedure via the channel used to publish the request for quotation.
- 4.12. If the bidder whose offer has been selected refrains from signing the contract, the Ordering Party reserves the right to submit a proposal to conclude a contract with the bidder whose offer will be the most advantageous among the remaining submitted offers.
- 4.13. The Ordering Party reserves the right to change the request for quotation and the offer form in the event of errors in the request for quotation, the need to make changes, additions, or to answer questions from potential contractors. In such a case, the Ordering Party:
 - 4.13.1. Will make necessary changes to the request for quotation and will inform about the scope of changes in the place where the request for quotation was published,
 - 4.13.2. will extend the deadline for submitting offers by the time necessary to introduce changes to the offers, if this is necessary due to the scope of the changes introduced.
- 4.14. Questions regarding the request for quotation: The Ordering Party allows questions to be asked regarding the request for quotation. Questions should be sent to the e-mail address michal.pisarek@huf-group.com. The Ordering Party will provide answers to the questions by e-mail and in the place of publication of the request for quotation, provided that the questions are received no later than 7 days before the final date submitting offers. If a question regarding the content of the order is received after the above-mentioned period, deadline or concerns explanations provided or information included in the request for quotation, the Ordering Party may provide explanations or leave questions unanswered.
- 4.15. **Admissibility of submitting partial offers:** The Ordering Party does not allow the submission of partial offers. The Contractor does not allow the possibility of submitting partial offers due to the need to maintain the integrity of the subject of the contract. Offers that do not include the full scope of the subject matter of the contract will be rejected.
- 4.16. **Supplementary orders:** The Contractor whose offer has been selected in the procedure resulting from the terms of this request for quotation may be awarded supplementary orders in an amount not exceeding 50% of the value of the basic order specified in the contract concluded with the Contractor, provided that these orders are consistent with the Subject of the Order.
- 4.17. Submitting an offer under the Request for Quotation is tantamount to accepting the rules set out in this request for quotation.

5. Date and method of order execution and contractual penalties

- 5.1. The order must be completed within: 31.12.2024
- 5.2. Place of order fulfilment: HUF Polska; Strefowa 6 43-100 Tychy; Polska
- 5.3. Correct execution of the order means: delivery, installation and set-up of ordered machine
- 5.4. The Ordering Party will deduct from the Contractor a penalty of 0.1% of the net contract value for each day of delay - starting from the first day of delay, no more than 5% of the net contract value, to which the Contractor agrees by submitting an offer to this request for quotation.

6. Important provisions of the contract - the contract for the implementation of the order concluded between the Ordering Party and the selected contractor should include, in particular, the following information:

- 6.1. name of the subject of the order in accordance with this request for quotation and the submitted offer,
- 6.2. order completion date no later than the date indicated in this request for quotation,
- 6.3. price and other conditions, criteria and requirements assessed in the procedure, consistent with those declared in the offer selected in the procedure,
- 6.4. payment methods.

7. Conditions for changing significant provisions of the contract - the Ordering Party reserves the right to change the contract concluded as a result of the Request for Quotation in the following cases:

- 7.1. as a result of reasons beyond the control of the Ordering Party while exercising due diligence, resulting in the impossibility or significant delays in the execution of the order, e.g. in the event of force majeure, preventing the execution of the subject of the order within the deadlines specified in the contract, if the value of changes does not exceed 50% of the order. "Force majeure" means external events, unpredictable, unexpected and beyond the control of the Parties, occurring after signing the Agreement and resulting in the impossibility of fulfilling the Agreement,
- 7.2. when the changes concern the provision of additional supplies, services or construction works from the current contractor, not covered by the basic contract, provided that they have become necessary and the following conditions have been met:
 - 7.2.1. a change of contractor cannot be made for economic or technical reasons, in particular regarding the interchangeability or interoperability of equipment, services or installations ordered under the basic contract,
 - 7.2.2. a change of contractor would cause significant inconvenience or significant increase in costs for the ordering party,
 - 7.2.3. the value of each subsequent change does not exceed 50% of the order value originally specified in the contract;
- 7.3. when the change does not lead to a change in the nature of the contract and the following conditions have been met:
 - 7.3.1. the need to change the contract is caused by circumstances that the ordering party, acting with due diligence, could not have predicted,
 - 7.3.2. the value of the change does not exceed 50% of the order value originally specified in the contract,
- 7.4. when the contractor to whom the contracting authority has awarded the contract is to be replaced by a new contractor:
 - 7.4.1. based on contractual provisions,
 - 7.4.2. as a result of a merger, division, transformation, bankruptcy, restructuring or acquisition of the existing contractor or its enterprise, provided that the new contractor meets the conditions for participation in the contract award procedure, there are no grounds for exclusion against it and it does not result in other significant changes to the contract,

- 7.4.3. as a result of the ordering party taking over the contractor's obligations towards its subcontractors. In the event of a change of subcontractor, the ordering party may conclude an agreement with a new subcontractor without changing the terms of contract execution, considering payments made for work completed so far.
- 7.5. in the event of discrepancies or ambiguities in the meaning of the terms used in the contract, which cannot be removed in any other way, and the change will make it possible to remove the discrepancies and clarify the contract in order to unambiguously interpret its provisions by the parties, while not changing the nature of the contract;
- 7.6. when the change does not lead to a change in the general nature of the contract and the total value of the contract is less than the EU thresholds and is lower than 10% of the value of the original contract in the case of service or supply contracts, or 15% in the case of construction works contracts;
- 7.7. in the event of changes to generally applicable legal provisions to the extent affecting the implementation of the contract,
- 7.8. in the event of changes in the project implementation schedule, in particular in the event of the need to extend/postpone the deadlines for the implementation of individual tasks and stages, caused by objective factors, beyond the control of the Ordering Party and the Contractor, making it impossible to complete the order within the originally specified deadlines, affecting the quality of the implementation of the subject of the contract,

8. Conditions for possible withdrawal from the conclusion of the contract:

- 8.1. Each Party may withdraw from the Agreement in writing in the event of a material breach of the Agreement by the other Party. A material breach of the Agreement is considered:
 - 8.1.1. the Contractor's delay in the execution of the subject of the contract exceeding 30 Business Days, after a prior request to stop the violations with an additional 14-day deadline (the right to withdraw from the Agreement for this reason is vested only in the Ordering Party).
 - 8.1.2. lack of cooperation of the Ordering Party in the performance of the subject of the contract exceeding 30 business days, after a prior request to stop the violations with an additional 14day deadline (the right to withdraw from the Agreement for this reason is vested only in the Contractor);
 - 8.1.3. the Ordering Party's delay in payments specified in the contract (only the Contractor is entitled to withdraw from the contract for this reason);
 - 8.1.4. significant breach of obligations related to the protection of personal data and confidentiality.

9. Processing of Personal Data:

- 9.1. The Bidder consents to the collection and processing of his personal data by the Ordering Party to the extent necessary for the implementation of this tender procedure, in accordance with:
 - 9.1.1. Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data (hereinafter referred to as "GDPR" or "General Data Protection Regulation").
 - 9.1.2. national provisions on the protection of personal data issued in connection with the above regulation, including the Act of May 10, 2018 on the protection of personal data (consolidated text: Journal of Laws of 2019, item 1781).
- 9.2. The Ordering Party declares that it is the administrator of the data referred to in this request for quotation. The Ordering Party will process personal data within the scope and purpose of conducting the tender procedure and fulfilling the legal obligation pursuant to Art. 6 section 1 letter c GDPR.
- 9.3. Providing personal data is a condition for participation in these proceedings and a statutory requirement to fulfil obligations arising from the law. Failure to provide personal data prevents the Bidder from participating in the tender procedure.
- 9.4. The recipients of the data may be, in particular, Intermediate Bodies, Managing Authorities and other state and EU institutions, as well as entities engaged by these institutions in connection with the audit, settlement and control of the EU project, the Tax Office, a Bank, a Law Firm, Poczta Polska and courier

companies. In addition, data may be transferred/made available to service providers and subcontractors, i.e. IT specialists, accounting offices, advisory and consulting companies - such entities process data only on the basis of a contract and only in accordance with instructions.

9.5. The bidder has:

9.5.1. based on Article 15 GDPR, the right to access personal data relating to the provider.

9.6. based on Article 16 GDPR, the right to rectify the provider's personal data.

9.7. based on Article 18 GDPR, the right to request the administrator to limit the processing of personal data, subject to the cases referred to in Art. 18 section 2 GDPR.

9.8. At any time, the Offeror has the right to lodge a complaint with the supervisory authority (GIODO or its legal successor - the President of the Personal Data Protection Office).

9.9. The processing period includes the period of fulfilment of obligations and the limitation period for claims resulting from the regulations, as well as the period of storage of project documentation in accordance with the provisions of the project financing agreement.

9.10. In the event of concluding a contract or order between the Tenderer and the Ordering Party, the data provided by the Tenderer will be processed for the purpose of performing such a contract or order and settling them.