

Version 3 of March 5, 2026

REQUEST FOR BID NO. 02/01/2026

## TERMS OF REFERENCE

*The procurement (order) is planned under the National Recovery and Resilience Plan Programme*

*Investment A2.1.1, entitled 'Investments supporting robotisation and digitisation in enterprises'*

*Title of the Project:*

*Increasing the level of robotisation and digitisation and implementing selected Industry 4.0 technologies at the United Petfood Radom Sp. z o.o. production plant in order to significantly increase the production of wet pet food.*

*Project number: KPOD.01.11.-IP.06-0232/23*

*Support agreement number: 105/II/P/KPO/UPR/24/DWMIIFE*

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## I. INFORMATION ABOUT THE NOTICE

The Contracting Entity: United Petfood Radom Spółka z ograniczoną odpowiedzialnością

Procurement title: Call for bids for the purchase, delivery and implementation of systems and software at the United Petfood Radom Sp. z o.o. production plant.

Place and method of submitting bids:

- 1) Bids, together with the required annexes, should be submitted directly via the Competitiveness Database.
- 2) The date and time of receipt of the bid by the Contracting Entity (via the Competitiveness Database) shall be decisive.
- 3) Any questions regarding the procurement should be submitted via the Competitiveness Database.
- 4) Questions may be submitted up to 8 working days before the deadline for the call. Questions submitted after this deadline will not be answered.
- 5) ~~Deadline for submitting bids: March 4, 2026.~~  
~~The deadline for submitting bids has been extended to March 11, 2026.~~  
~~The deadline for submitting bids has been extended to March 13, 2026.~~
- 6) Bids submitted after the indicated deadline will not be considered.

Contact person regarding the procurement notice: Wiesław Macherzyński.

Contact telephone number and e-mail address for enquiries regarding the notice: phone number +48 695 500 890, e-mail address: [w.macherzynski@krzyzanowski.pl](mailto:w.macherzynski@krzyzanowski.pl).

Procurement notice category: Deliveries.

Order completion location:

ul. Ogrodowa 45, 26-660 Jedlińsk, commune of Jedlińsk, Radom powiat, Poland.

## II. INFORMATION ABOUT THE COMPANY AND THE PLANNED PROJECT

Company information:

United Petfood Radom Sp. z o.o. (hereinafter referred to as: UPR Sp. z o.o., UPR, United Petfood Radom or the Contracting Entity) is an integral part of the renowned Belgian United Petfood group, which is recognised as one of the largest producers of high-quality dog and cat food brands, as well as biscuits and snacks for animals. The United Petfood Group has an extensive network of production sites spread across different regions in Europe, which enables it to efficiently deliver products to customers all over the world.

Information about the implemented project:

The total investment planned for implementation under the Agreement on non-repayable support from the development plan of the National Recovery and Resilience Plan focuses on extensive activities related to increasing the level of robotisation and digitisation and the implementation of selected Industry 4.0 technologies at the production plant of United Petfood Radom Sp. z o.o.

The project covers a wide range of activities, including the purchase of specialised equipment and devices, and the implementation of automation processes. In addition, emphasis is placed on developing quality control systems, implementing digital solutions to support customer service, and strengthening IT security.

The material and financial scope of the entire project includes the purchase of fixed assets and intangible assets necessary to increase the level of robotisation and digitisation and to implement selected Industry 4.0 technologies at the United Petfood Radom Sp. z o.o. production plant in order to significantly increase the production of wet pet food:

The subject of this procedure is the purchase of software as part of the sub-measure called 'SOFTWARE DEDICATED TO THE TRANSITION TO INDUSTRY 4.0', which will enable the automation of a wet pet food production plant.

### III. SUBJECT MATTER OF THE PROCUREMENT ORDER

Purpose and conditions of the procurement order:

1. The purpose of the order is to select a supplier of systems and software for the production plant of United Petfood Radom Sp. z o.o., consisting of the following domain systems:

- 1.1. System for visual quality control of stuffing;
  - 1.2. Advanced visual quality control system for sachets using thermal imaging camera footage;
  - 1.3. Digital twin of a high-bay warehouse with AI-based prediction of its occupancy;
  - 1.4. A domain-specific digital platform dedicated to B2C customers;
  - 1.5. Mobile application for reading labels;
  - 1.6. User interface based on chatbot technology;
  - 1.7. A comprehensive supply chain management solution based on IIoT and AI;
  - 1.8. Cyber security system;
  - 1.9. System with developed reports for BI-based analysis of a large dataset.
2. The subject matter of the order includes the delivery, i.e. delivery to the place of performance of the contract, installation of software or systems, its configuration and adaptation to the working conditions at the Contracting Entity's premises, and carrying out all work necessary for their commissioning. A necessary condition for the award of the contract is the full transfer of copyrights to the source code, documentation and manufactured components to the Ordering Party, without territorial and time restrictions, with the right to modify and further license.
  3. This procurement procedure is conducted in accordance with:
    - internal procedure for awarding contracts under the grant project, prepared by the UPR;
    - the principle of competitiveness, as defined in the Guidelines of the Minister of Finance, Funds and Regional Policy of the 18<sup>th</sup> of November 2022 on the eligibility of expenditure for the years 2021-2027, issued pursuant to Article 5(1)(2) of the Act of the 28<sup>th</sup> of April 2022 on the principles of implementation of tasks financed from European funds in the 2021-2027 financial perspective, hereinafter referred to as: 'Guidelines of the Minister of Finance, Funds and Regional Policy' or 'Guidelines';

- the provisions of the agreement on non-refundable support from the development plan, in particular Annex No. 10 to the agreement.

4. In matters not covered by this Request for Bid, the provisions of Polish law shall apply, in particular the Civil Code.

#### IV. DESCRIPTION OF THE SUBJECT MATTER OF THE PROCUREMENT ORDER - DETAILED TECHNICAL CONDITIONS

Systems and software included in the procurement order, together with functional requirements:

##### 1. SYSTEM FOR VISUAL QUALITY CONTROL OF STUFFING

The visual stuffing quality control system will be used to assess the quality of the stuffing during the cooking and cooling stages. Inspection carried out using a specially trained artificial intelligence algorithm, which will analyse images transmitted from an optical camera installed on the production line. The camera is not included in the scope of supply.

The system will evaluate the following parameters of the stuffing (working on 4 parameters):

- Colour,
- Height of the post,
- Width of the post,
- Consistency.

##### Stages of inspection:

- The production line at the cooling and cutting stage will be equipped with optical cameras recording images of the moving stuffing.
- The AI algorithm will evaluate the parameters of the stuffing to control the quality of the product.
- AI will assess the colour, height, width of the stream and consistency of the stuffing, adapting to differences resulting from the recipe.

##### Technologies:

a) Convolutional Neural Networks (CNNs):

- The vision inspection system will use convolutional neural networks, which are effective in image analysis.
- Convolution layers in CNNs apply a convolution operation, moving filters across the input image to extract features such as edges, textures, and shapes.

b) AI algorithm:

- Teaching the algorithm to correctly identify quality issues (building a catalogue of defects from various types of imaging and using the image summation method).
- Application of machine learning engineering mechanisms for defect labelling and training stations.
- A learning process involving 20 recipes.

Functionalities:

a) AI-based visual quality control:

- Stuffing inspection after forming – a local quality control system based on neural networks monitoring the stuffing during the cooling and cutting stages.

2. A SYSTEM FOR ADVANCED VISUAL QUALITY CONTROL OF SACHETS USING IMAGES FROM A THERMAL IMAGING CAMERA.

The advanced visual quality control system for sachets will aim to ensure adequate cooling of the product, which will directly affect its shelf life and suitability for consumption. This system will use images from a thermal imaging camera installed on the production line to monitor the temperature of the sachets. In addition, artificial intelligence algorithms will be responsible for managing the water circulation (including water from the water supply network) in the sachet cooling process.

Thermal imaging cameras (cameras not included in the scope of supply):

- Thermal imaging cameras will be installed on production lines (cooling and drying stages) to monitor the temperature of each sachet.

- The cameras will provide thermal images that will be compared with programmed thermal patterns appropriate for different recipes and sachet capacities.

#### Artificial intelligence algorithms:

- Advanced algorithms based on artificial intelligence will analyse thermal camera data in real time.
- Algorithms will manage water circulation in the company, optimising its consumption and minimising intake from the water supply network.

#### Sensors and infrastructure:

- A system that integrates data from various sensors: cooling water temperature, buffer tank temperature, pressure, humidity, and other parameters necessary for precise process monitoring.
- The data will be transferred to a central management system, which will be responsible for controlling the cooling process and optimising resource consumption.

#### Cooling process control:

- The system will monitor the cooling process, checking that the temperature of the sachets is within acceptable limits.
- If areas with significantly higher temperatures are detected, the system will identify the problem and implement appropriate countermeasures.

#### Integration with weather data (external):

- The system will collect weather data and temperature forecasts, which will enable planning for additional water cooling at night, thereby minimising the consumption of additional cold water from the network.

### 3. DIGITAL TWIN OF A HIGH-BAY WAREHOUSE WITH AI-BASED PREDICTION OF ITS OCCUPANCY.

An advanced system for visualising and managing high-bay warehouses, covering both semi-finished and finished products. The system will use artificial intelligence to forecast

warehouse occupancy four days in advance, enabling optimal planning of warehouse space and the delivery of finished products to customers.

#### Digital twin of the warehouse:

- Creating a digital twin of the warehouse that will be a faithful representation of the physical storage space.
- The digital twin will be fed with production and logistics data, enabling real-time monitoring and forecasting of warehouse occupancy.
- The system will integrate data from various sources (including SCADA production system, WMS, ERP) to provide a comprehensive overview of the warehouse status.

#### Visualisation of a high-bay warehouse:

- Creation of a user interface for real-time visualisation and management of the warehouse.
- The system will enable visualisation of the current warehouse status and forecasting of its occupancy for the next 4 days.
- The visualisation will cover both the semi-finished products warehouse and the finished products warehouse.
- Utilisation of advanced algorithms to forecast stock levels based on production and logistics data.

#### Forecasting warehouse occupancy:

- Implementation of artificial intelligence algorithms to forecast warehouse occupancy 4 days in advance.
- Algorithms based on the BigQuery ML ARIMA model or equivalent, enabling dynamic warehouse space management.
- The system will indicate the optimal storage locations for products, contributing to more efficient management of shipments to customers.

#### Application of artificial intelligence in logistics planning:

- Feeding the algorithm with data on pallet rotation and warehouse occupancy.

- The AI system will indicate the best possible storage locations, enabling optimal delivery to the customer.
- Predicting warehouse occupancy 4 days in advance will enable better logistics planning and minimise empty runs associated with container transfers.

#### 4. DOMAIN-SPECIFIC DIGITAL PLATFORM DEDICATED TO B2C CUSTOMERS

In order to increase customer loyalty and build brand awareness, UNITED PETFOOD RADOM plans to create a digital platform dedicated to pet owners, breeders and shelter owners. This platform will be a central point integrating various tools, data, applications and services, enabling easy information exchange, collaboration and access to advanced analytical tools and artificial intelligence.

##### Main objective of the platform:

- a) Developing expert knowledge:
  - Providing reliable and up-to-date information on animal care, health, nutrition and behaviour.
  - Participation of professionals from various fields, such as veterinarians, behaviourists, and trainers.
- b) Assisting owners in addressing challenges:
  - Providing advice and solutions regarding diet, health, and general animal care.
  - Responding to various situations related to animal care.
- c) Easy communication with experts:
  - Creating a platform enabling seamless communication with experts from various fields.
  - Providing prompt and accurate assistance to pet owners.
- d) Integration of tools and services:

- o The portal will serve as a hub connecting various tools, enabling the exchange of information and providing specific answers to questions about animal care.
- e) Competence and advice centre:
  - o Providing educational resources and support in various situations related to animal care and upbringing.

#### Platform functionalities:

- a) Profiling and personalisation:
  - o Profiling mechanisms that will enable the delivery of personalised solutions for each pet.
- b) Product information:
  - o After providing the batch number and product name, the customer will receive information about the product's composition.
  - o In the event of a product recall, the customer will receive information about the recall and the procedure to follow.
- c) WCAG Standard 2.1:
  - o The platform will be implemented in accordance with the WCAG 2.1 standard, ensuring accessibility for persons with disabilities.
- d) Blockchain:
  - o Data on product recalls will come from a blockchain database, prepared on the general Ethereum or Binance network.

## 5. MOBILE APPLICATION FOR READING LABELS.

Creation of a mobile application designed to read product labels using a camera built into a mobile phone. An application that displays the raw material composition of products on the device screen and converts text to speech (TTS). In addition, the application will profile customers, which will enable the achievement of business objectives.

Scope of application functions:

- a) Reading labels:
  - Enabling the user to read product labels (sachets) using the phone's camera.
  - Displaying the product's raw material composition on the screen in high contrast for easy reading.
- b) TTS (Text-to-Speech) technology:
  - Converting text containing product ingredients into a voice message, enabling visually impaired individuals to listen to the composition.
- c) Customer profiling:
  - Developing a customer profiling model based on data about their pet, such as species, breed, age, health and weight.
  - Collecting data to better tailor products to customer needs and achieve marketing and sales objectives.
- d) Application availability:
  - Android and iOS compatibility.

Technologies:

- Using image recognition technology to read labels.
- Implementation of TTS technology for converting text to speech.
- Creating a customer profiling model based on pet data analysis.

## 6. USER INTERFACE BASED ON CHATBOT TECHNOLOGY.

Development of an advanced user interface in the form of a chatbot, integrated with the production panel (production line management). The aim of the solution is to enable easy access to real-time data from production lines and the supply chain management system. The chatbot is intended to serve as a user interface, facilitating the work of operators, the quality department, and management.

### Functionalities:

- a) Access to real-time production data:
  - The chatbot will enable users to ask questions about production line parameters and receive immediate answers.
  - Information on machine settings, technical data and current production parameters.
- b) Failure monitoring and management:
  - Automatic notification of machine failures, production limitations, and the need to change processes.
  - The chatbot will support service and repair activities by providing recommendations on possible causes of problems and suggested corrective actions.
- c) Support for quality control:
  - Quality control information will be available via chatbot, including alerts about detected issues and suggestions for resolving them.
- d) Managing language models:
  - The chatbot will operate on a large language model, processing both its own databases and information about machine settings.
  - Use of cloud solutions based on OpenAI API or equivalent technologies.
- e) Integration with the production panel:
  - Direct connection of the chatbot to the production panel enabling effective monitoring and control of production equipment.
  - Machine-to-machine (M2M) communication supporting intelligent management of industrial systems.

### Technologies:

- Language model – use of the GPT model (or another competitive, equivalent solution) in the turbo version.
- Integration with production systems – connection to M2M systems and collection of data from sensors (steam pressure, stuffing pressure, temperature, operating speed, vibrations).
- Cloud – data storage and processing in the cloud, enabling flexible access from various devices.

## 7. A COMPREHENSIVE SUPPLY CHAIN MANAGEMENT SOLUTION BASED ON IIOT AND AI.

Creating an advanced supply chain management system that will utilise Industrial Internet of Things (IIoT) and artificial intelligence (AI) technologies. This system will enable the monitoring and optimisation of key production and logistics processes, which will contribute to increased efficiency and reduced operating costs.

### Functionalities:

#### a) Visualisation of key production processes:

A system offering visualisation of key production processes in the supply chain, based on data collected by IIoT and AI algorithms. Visualisation will include:

- Raw materials warehouse – monitoring stock levels, forecasting raw material demand with the determination of resource utilisation percentage and conflict warnings.
- Production Plan – dynamic creation and updating of a production plan based on AI algorithms.
- Machine statuses – visualisation of machine statuses, monitoring of breakdowns and downtime.
- Production – real-time tracking and visualisation of the production process.
- Stock levels – monitoring stock levels of semi-finished and finished products.
- Shipments and notices – planning and visualisation of loads and deliveries.

### Functionality:

The system will support dynamic order management based on predictive AI algorithms.

This will include:

- Forecasting orders 24 hours in advance.
- Dynamic creation of a production plan.
- Ability to switch quickly between orders.
- Consideration of available human resources and their productivity.
- Optimising production line occupancy and minimising raw material resources.
- Effective management of dispatches and notices.

### Technologies:

a) Digital twin:

- Reflection of key production stages, i.e. stuffing preparation, cooking, cooling, filling packaging, loading/unloading autoclaves, sterilisation, drying.
- Graphical presentation of processes with the possibility of advance planning.

b) AI algorithms:

- Predictive AI algorithms for production planning and supply chain management.
- Detection of potential conflicts and risks in the production plan and orders.

c) Cloud solution:

- Computing power scalability thanks to the cloud.
- Dynamic adjustment of resources to current demand.

d) Industrial Internet of Things (IIoT):

- Integration with IIoT sensors – installed sensors, RFID sensors in key production and storage machines.

- Data collection – automatic collection of data from sensors in real time, monitoring of machine statuses and fault detection.

## 8. CYBERSECURITY SYSTEM.

An advanced cybersecurity system will provide comprehensive protection for the production plant's infrastructure. This system is designed to minimise the risk of downtime caused by hacker attacks and data leaks, as well as to ensure secure communication and data integrity within the Industrial Internet of Things (IIoT).

### Objectives of the cybersecurity system:

- Implementation of dedicated systems automating digital security processes using cloud technologies and AI.
- Implementation of event correlation and incident monitoring systems for the protection of IT systems and personal data.
- Securing the network infrastructure against a variety of threats and attacks.

### Technologies:

#### a) Targeted Attack Analytics (TAA) based on artificial intelligence (AI):

- Implementation of TAA technology for detecting and analysing targeted cyber attacks.
- Using artificial intelligence algorithms to analyse attacks.
- Training the AI model on plant-specific data to optimise detection effectiveness.
- A combination of large amounts of telemetry data, advanced machine learning, and research expertise.
- Use of feedback loops.

#### b) Encryption of connections within the Industrial Internet of Things (IIoT):

- Implementation of advanced encryption mechanisms for all connections between machines within IIoT.

- Ensuring the confidentiality of data transmitted between machines, preventing unauthorised access even if the transmission is intercepted.
  - Protecting the integrity of the data, securing it from unauthorised modification.
  - Verification of machine identity within the production line, which protects against impersonation of other devices.
  - Reducing the risk of data leakage in the event of interception.
- c) Use of a separate subnet (proxy):
- Logical segregation of groups of devices, applications or services within the network infrastructure.
  - Implementation of strict access policies, control over network traffic, and restriction of access to authorised users only.
  - Limiting potential damage caused by attacks.
  - Enhanced protection of critical resources through more detailed monitoring and restrictive security measures.
- d) Intermediary database and API service:
- Precise definition of access rights and content filtering based on security policies.
  - Detecting and blocking attack attempts, including malicious scripts and infected files.
  - Analysis and recording of network activity, identification of irregularities, and logging of events for audit purposes.

## 9. SYSTEM WITH DEVELOPED REPORTS FOR ANALYSIS OF LARGE DATA SETS BASED ON BI.

Creation and integration of a BI-based system for analysing large data sets from various sources, including the ERP system and production data, at the United Petfood Radom production plant.

Scope:

a) Data integration:

- Data collection from OPC - SCADA server.
- Integration of production and quality control data.
- Consolidation of data into one central database.
- Integration with ERP system for automatic data flow.

b) Data processing and analysis:

- Processing of large data sets (BIG DATA) from sensors, detectors, optical and thermal imaging cameras.
- Processing of data from RFID technology and/or QR codes used to mark pallets with semi-finished products and finished products.
- Real-time data analysis.
- The system should be scalable and allow for future expansion.
- Creation and sharing of interactive reports and dashboards.

Common Procurement Vocabulary (CPV)

48100000-9 - Industry-specific software packages

42961000-0 - Control and monitoring system

48150000-4 - Industrial control software packages

48512000-0 - Interactive voice response software packages

72212000-4 - Application software programming services

Schedule for completion of the procurement order:

1. The entire subject matter of the procurement order will be delivered, completed and commissioned by the 26<sup>th</sup> of June 2026, broken down into individual components:
  - 1.1. SYSTEM FOR VISUAL QUALITY CONTROL OF STUFFING,

- 1.2. A SYSTEM FOR ADVANCED VISUAL QUALITY CONTROL OF SACHETS USING IMAGES FROM A THERMAL IMAGING CAMERA,
  - 1.3. DIGITAL TWIN OF A HIGH-BAY WAREHOUSE WITH AI-BASED PREDICTION OF ITS OCCUPANCY,
  - 1.4. DOMAIN-SPECIFIC DIGITAL PLATFORM DEDICATED TO B2C CUSTOMERS,
  - 1.5. MOBILE APPLICATION FOR READING LABELS,
  - 1.6. USER INTERFACE BASED ON CHATBOT TECHNOLOGY,
  - 1.7. A COMPREHENSIVE SUPPLY CHAIN MANAGEMENT SOLUTION BASED ON IIOT AND AI,
  - 1.8. CYBERSECURITY SYSTEM,
  - 1.9. SYSTEM WITH DEVELOPED REPORTS FOR ANALYSIS OF LARGE DATA SETS BASED ON BI.
2. The procurement order shall be deemed completed by the Supplier after signing the final handover protocol confirming the delivery, installation and trial run of each system.
  3. Planned date of signing the agreement with the Supplier: March 2026.

#### Terms of payment

1. Terms of payment: The Contracting Entity allows partial payments based on a partial acceptance report. The detailed terms of payment will be defined at the contract stage with the Contractor.
2. The basis for the Supplier to issue an invoice is the mutual signing of the partial and/or final acceptance report.
3. Payment shall be made within 30 days of the date of delivery of a correctly issued invoice.

#### Contractual penalties:

Contractual penalties will be specified at the stage of signing the contract with the Supplier.

#### Warranty and post-warranty support conditions

The Contracting Entity requires the Supplier to provide a guarantee for the delivered solutions for a minimum period of 24 months from the signing of the final acceptance report. During the guarantee period, any faults and malfunctions in the delivered systems

which are attributable to the Supplier will be rectified free of charge, and the required updates will be carried out.

Notwithstanding the above, any software defects discovered after the expiry of the warranty shall be rectified by the Supplier free of charge. In particular, these include technical errors (bugs), unsecured vulnerabilities and security gaps, the existence of which was known during the creation of the subject of delivery and during the warranty period.

The terms and conditions of post-warranty support will be specified during contract negotiations and may be covered by a separate agreement.

Annexes - the other annexes to this request:

Annex No. 2 - Bid form

Annex No. 3 - Declaration of compliance with the conditions for participation in the procedure

Annex No. 4- Declaration on the absence of grounds for exclusion in connection with Russia's aggression against Ukraine

Annex No. 5 - Declaration of no personal or capital ties with the Contracting Entity

Annex No. 6 - Information obligation for participants in procurement procedures

## V. CONDITIONS FOR PARTICIPATION IN THE PROCEDURE

### 1. Economic and financial situation

The procurement order may be awarded to a Bidder who is in an economic and financial condition ensuring the proper implementation of the full scope of the procurement order, including its timely execution, and who is not in the state of bankruptcy or liquidation, and no bankruptcy or liquidation proceedings have been initiated against the Bidder.

Verification of compliance with the above condition: compliance with the condition will be assessed on a pass/fail basis based on the statement submitted by the Bidder (Annex No. 3 to the request for bid).

## 2. Other conditions for participation in the procedure.

A Bidder who meets the following criteria may apply for the contract in the procurement procedure

- Conducts business activities within the scope of the procurement order,
- Has the authorisation to perform specific activities or actions if legal regulations or statutes impose an obligation to hold such authorisation,
- Complies with the principle of equal opportunities and non-discrimination, i.e. it provides its services without any discrimination on grounds of sex, racial or ethnic origin, religion or belief, disability, age or sexual orientation,
- Complies with the principle of equality between women and men, guaranteeing women and men equal rights and responsibilities, as well as equal access to resources, e.g. financial resources or development opportunities from which they can benefit,
- When performing the commissioned work, it complies with the Guidelines on the implementation of equality principles in EU funds for the period 2021-2027,
- When performing the commissioned work, it complies with the DNSH principle,
- When performing the commissioned work, it does not discriminate against persons with disabilities,
- When performing the commissioned work it complies with:
  - the principles contained in the Convention on the Rights of Persons with Disabilities,
  - the principles set out in the Charter of Fundamental Rights of the European Union.

Verification of compliance with the above condition: compliance with the condition will be assessed on a pass/fail basis based on the Bidder's statement on the bid form (Annex No. 2 to the request for bid).

3. No exclusion from procedure in connection with Russia's aggression in Ukraine  
Any Bidder who is not subject to exclusion from the procedure pursuant to Article 5k of Council Regulation (EU) No 833/2014 of the 31<sup>st</sup> of July 2014 concerning restrictive measures

in respect of Russia's actions destabilising the situation in Ukraine (OJ EU No. L 229 of 31.7.2014, p. 1) as amended by Council Regulation (EU) 2022/576 amending Regulation (EU) No 833/2014 concerning restrictive measures in respect of Russia's actions destabilising the situation in Ukraine (OJ EU No L 111 of 8.4.2022, p. 1).

The Bidder may apply for the procurement order if there are no grounds for exclusion from the procedure pursuant to Article 7(1) of the Act of the 13<sup>th</sup> of April 2022 on special measures to counteract support for aggression against Ukraine and to protect national security (Journal of Laws, item 835) .

The Bidder is required to sign a Declaration of No Grounds for Exclusion in connection with Russia's aggression against Ukraine (the declaration is attached as Annex No. 4 to the Request for Bid).

#### 4. No exclusion from the procedure (personal and capital ties)

Entities with personal or capital ties with the Contracting Entity and with persons involved in the preparation and conduct of the procurement procedure are excluded from participation. Capital or personal ties shall mean mutual links between the Contracting Entity, or persons authorised to incur liabilities on behalf of the Contracting Entity, or persons performing activities on behalf of the Contracting Entity connected with the preparation and execution of the procedure for selecting the Contractor, and the Contractor, consisting in particular of the following:

- 1) participating in a company as a partner in a civil partnership or partnership,
- 2) holding at least 10 % of shares (unless a lower threshold is required by law)
- 3) acting as a member of a supervisory or management body, proxy or attorney,
- 4) being married to, related by blood or affinity in a direct line, related by blood or affinity in the second degree in a collateral line, or related by adoption, guardianship or custody, or cohabiting with the contractor, its legal representative or members of the management or supervisory bodies of contractors applying for the procurement order.

- 5) remaining in such a legal or factual relationship with the Contracting Entity that there is reasonable doubt as to their impartiality or independence in relation to the procurement procedure.

The Bidder is obliged to sign a Declaration of no personal/capital ties with the Contracting Entity (the declaration constitutes Annex No. 5 to the Request for Bid).

## VI. CONDITIONS FOR THE CONCLUSION AND WITHDRAWAL FROM THE CONTRACT

- a) The Contracting Entity will award the procurement order to the Bidder whose bid complies with the rules specified in the Request for Bid and has been considered by the Investor as the most advantageous, taking into account the established selection criteria.
- b) The Contracting Entity is not obliged to award the procurement order to any of the Bidders.
- c) The bid shall be deemed accepted only after the Agreement has been signed.
- d) Before making the final selection of the winning bid, the Contracting Entity reserves the right to negotiate with all bidders whose bids have not been rejected.
- e) The Contracting Entity shall inform the Bidders of the selection of the bid by inviting the Bidder whose bid has been selected as the most advantageous to sign the agreement.
- f) The agreement will be concluded with the selected Bidder at the time and place specified by the Contracting Entity.

### Conditions for amending the agreement

It is not possible to make significant changes to the provisions of the concluded agreement in relation to the content of the bid on the basis of which the contractor was selected, unless:

- the changes are provided for in the agreement in the form of clear, precise and unambiguous provisions which specify their scope and type and the conditions for introducing them; or
- the changes concern the provision of additional supplies, services or construction works by the existing contractor, not covered by the basic procurement order, provided that they have become necessary and all of the following conditions are met:
  - the change of the contractor cannot be made for economic or technical reasons, in particular those relating to the interchangeability or interoperability of equipment, services or installations procured under the basic procurement order,
  - the change of the contractor would cause significant inconvenience or a considerable increase in costs for the Contracting Entity,
  - the value of each subsequent change does not exceed 50% of the procurement order value originally specified in the agreement; or
  - the amendment does not lead to a change in the nature of the agreement and the following cumulative conditions are met:
    - the need to amend the agreement is due to circumstances that the Contracting Entity, acting with due diligence, could not have foreseen,
    - the value of the amendment does not exceed 50% of the procurement order value originally specified in the agreement; or
- the contractor to whom the Contracting Entity has awarded the procurement order is to be replaced by a new contractor:
  - based on contractual provisions,
  - 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 procurement procedure, there are no grounds for its exclusion and this does not entail other significant changes to the agreement,

- as a result of the Contracting Entity assuming the contractor's obligations towards its subcontractors. In the event of a change of subcontractor, the Contracting Entity may conclude an agreement with a new subcontractor without changing the terms and conditions of the procurement order, taking into account the payments made for the work performed to date; or
- the change does not alter the overall nature of the agreement and the total value of the procurement order is below the EU thresholds and less than 10% of the value of the original agreement in the case of service or supply contracts, or 15% in the case of works contracts.

The Contracting Entity reserves the right to amend the agreement concluded with the Bidder selected in the course of the procedure if at least one of the circumstances listed below occurs, taking into account the conditions for their introduction:

- 1) The Contracting Entity may change the deadline for completion of the procurement order if at least one of the circumstances listed below occurs, taking into account the conditions for their introduction:
  - a) force majeure preventing timely performance of the subject matter of the Agreement, whereby the Contractor shall be obliged to prove the occurrence of such force majeure and indicate the impact that this event had on the course of the Deliveries;
  - b) the occurrence of circumstances other than force majeure, preventing the timely performance of the subject matter of the Agreement, which the Parties, exercising due diligence, did not foresee at the time of concluding the Agreement and for which they are not responsible;
  - c) in the event of failure to provide or late provision of materials, input data and documents to the Contractor within the time limits specified in the agreement or other delays on the part of the Contracting Entity provided that the change in the deadline results from circumstances which the Contracting Entity could not have foreseen at the stage of conducting the procedure, acting with due diligence;

- d) in the event that it is necessary to make changes to the subject matter of the Agreement as a result of circumstances that could not have been foreseen by the Contracting Entity or the Contractor, acting with due diligence at the time of concluding the Agreement, in particular those threatening a gross loss, non-performance or defective performance of the subject matter of the Agreement, provided that such changes do not lead to a change in the nature of the Agreement;
  - e) Delays in proceedings concerning the issuance of administrative decisions related to the subject matter of the agreement, unless caused by reasons attributable to the Contractor.
  - f) In the event that it becomes necessary to perform orders not covered by the Agreement, the performance of which has become necessary as a result of unforeseeable circumstances, and the performance of orders covered by the Agreement will depend on the prior performance of orders not covered by the Agreement.
- 2) The Contracting Entity allows for the possibility of introducing changes to the Agreement (e.g. changes to payment terms, contractual penalties, schedule) or the Contracting Entity's resignation from the performance of part of the subject matter of the Agreement in the event of:
- a) the occurrence of a force majeure event preventing the performance of the subject matter of the Agreement, whereby the Contractor shall be obliged to prove the occurrence of such force majeure and indicate the impact that the event had on the performance of the Services;
  - b) the occurrence of circumstances other than force majeure, in particular those threatening gross loss, non-performance or defective performance of the subject matter of the Agreement, which the Parties, exercising due diligence, did not foresee at the time of conclusion of the Agreement and for which they are not at fault;
  - c) in each case where the subject matter of the agreement can be achieved in a manner other than that specified in the agreement, provided that the change in the manner of performance of the agreement is financially reasonable and duly justified, e.g. in

the case of the possibility of modifying the technical parameters of the subject matter of the agreement, which will not result in a deterioration in the quality of the subject matter of the delivery (the subject of the delivery will not be inferior to that originally specified in the agreement);

- d) the occurrence of circumstances (macroeconomic phenomena) that were impossible to predict at the time of concluding the Agreement and are beyond the control of the Parties, such as: a sudden economic downturn, limited availability of materials, a significant increase in the price of materials, rapid inflation, a significant drop in prices, which will require the remuneration to be adjusted. (increase or decrease of the contractor's remuneration). In the case of remuneration indexation, the increase/decrease in price caused by each subsequent change may not exceed 50% of the original agreement value.
- e) receipt of a decision from the competent institution granting funding for the performance of the procurement, containing changes to the scope of tasks, deadlines for performance or establishing additional requirements;
- f) changes in applicable law affecting the subject matter and terms of the agreement, as well as changes in the legal or factual situation of the Contractor and/or the Contracting Entity resulting in the impossibility of performing the subject matter of the agreement.
- g) The amendment does not alter the overall nature of the agreement, and the value of the amendments does not exceed 50% of the procurement value originally specified in the Agreement.

The Contracting Entity allows the Contractor to be awarded additional orders, provided that all of the following conditions are met:

- o additional orders are necessary for the proper performance of the main task;
- o performance of additional orders became necessary as a result of circumstances that could not have been foreseen by the parties prior to the conclusion of the Agreement;

- the fulfilment of additional orders prior to their execution shall be accepted in writing by both parties;
- a change of Contractor cannot be made for economic or technical reasons, in particular those relating to the interchangeability or interoperability of equipment, services or installations ordered under the main procurement;
- a change of Contractor would cause substantial inconvenience or a significant increase in costs to the Contracting Entity;
- the value of each subsequent amendment does not exceed 50% of the procurement value originally specified in the agreement.

A change to a procurement order is significant if it results in a material change to the nature of the agreement in relation to the original agreement, in particular if the change: introduces conditions which, if they had been applied in the procurement procedure, would have resulted in other contractors participating or being able to participate in the procedure, or bids with different content being accepted; it upsets the economic balance of the parties to the agreement in favour of the contractor in a manner not provided for in the original agreement; significantly extends or reduces the scope of services and obligations under the agreement; involves replacing the contractor to whom the contracting entity awarded the procurement order with a new contractor in cases other than those indicated in point (d) of paragraph 4 of section 3.2.4 of the Guidelines on the eligibility of expenditure.

Amendment conditions:

- Initiation of changes - at the request of the Contracting Entity and/or the Contractor.
- Justification for changes – proper performance of the agreement, reduction of costs, ensuring optimal technical and quality parameters.

Form of changes – annex to the agreement with the Contractor in writing under pain of nullity.

#### CONDITIONS FOR WITHDRAWAL FROM THE CONTRACT

The Ordering Party may withdraw from the concluded contract in whole or in part in the following cases:

a) if the Supplier delays the fulfillment of contractual obligations in relation to the deadlines specified in the contract, after a prior request for proper performance of the contract and the expiry of that deadline.

b) if the Goods are defective or do not comply with the terms specified in the request for quotation, offer, or contract, and the Supplier fails to remedy the identified violations within an additional period specified by the Recipient.

## VII. LIST OF DOCUMENTS/STATEMENTS REQUIRED FROM THE CONTRACTOR

- 1) The bid shall be prepared on the form constituting Annex No. 2 to the Request for Bid, together with documents confirming the technical and functional parameters required by the Contracting Entity.
- 2) Power of attorney (if applicable).
- 3) Statement confirming fulfilment of the conditions for participation in the procedure, together with the documents required to confirm fulfilment of the conditions – Annex No. 3 to the Request for Bid, together with documentation.
- 4) Declaration of no grounds for exclusion due to Russian aggression in Ukraine on the form attached as Annex No. 4 to the Request for Bid.
- 5) A statement confirming the absence of personal/capital ties with the Contracting Entity, prepared on the form constituting Annex No. 5 to the Request for Bid.
- 6) Clause concerning the processing of data contained in the bid - Annex No. 6 to the Request for Bid. The Contractor confirms that it has familiarised itself with the content of the offer form.

## VIII. EVALUATION OF THE BID

THE CONTRACTING ENTITY WILL USE A POINT SYSTEM WITH WEIGHTS BASED ON THE CRITERIA PRESENTED BELOW.

No.	Description of the assessment criteria	Maximum number of points
1.	Price (KC)	100

- a) Gross price criterion of the subject matter of the procurement order (KC) -  
100% weight

The Bidder shall specify the gross price for the subject matter of the procurement order in Polish zlotys or in a currency other than PLN, which shall cover the execution of the procurement order described in the Request for Bid and in Annexes. The price presented in the bid shall be a complete, unambiguous and final price, taking into account any discounts and price reductions (no discounts in kind are permitted), covering all costs related to the proper preparation and performance of the subject matter of the procurement order.

The gross price should be given with an accuracy of two decimal places. If the Supplier specifies the price in a currency other than PLN, the Contracting Entity shall convert it into PLN at the average exchange rate of the National Bank of Poland (Table A) from the date of publication of the request for bid.

If the bid contains an abnormally low price in relation to the subject matter of the procurement, the Contracting Entity reserves the right to request the Bidder to provide explanations within a specified time limit concerning the elements of the bid which influence the price, and reserves the right to reject the bid with respect to which the Bidder fails to provide explanations or if the evaluation of the explanations along with the evidence provided confirms that the bid contains an abnormally low price in relation to the subject matter of the procurement order.

The number of points in the criterion "gross price of the subject matter of the procurement order" will be awarded according to the following formula:

$$\frac{\text{gross price of the cheapest submitted offer}}{\text{gross price of the offer under consideration}} \times 100 \times 100\% = \text{KC}$$

KC - the number of points of the bid under consideration;

The maximum number of points possible is 100.

**OTHER PROVISIONS OF THE BID EVALUATION CRITERIA:**

- 1) The evaluation of the bids will be carried out by the Contracting Entity. The Contracting Entity may request additional clarifications from Bidders on the content of their bids.
- 2) Scores will be rounded up to two decimal places.
- 3) The bid which is formally correct, meets all the conditions for participation in the procedure, is not subject to exclusion and scores the highest number of points during the evaluation will be considered the most advantageous bid.

#### EXPLANATIONS OF THE EVALUATION PROCESS:

##### Formal correctness of the bid

The bid must comply with the requirements set out in the Terms of Reference (ToR), which means:

- It was submitted within the deadline set by the Contracting Entity.
- It includes all required documents, including:
  - a completed bid form with the required annexes and declarations,
  - documents confirming the fulfilment of the conditions for participation,
  - the documents are signed by the person authorised to represent the company,
  - a statement of the Bidder's acceptance of the maximum deadline for completion of the procurement order as specified by the Contracting Entity, included in the bid form.

##### The bid complies with the conditions for participation in the procedure

Each Supplier must demonstrate that it meets the conditions for participation in the procedure,

- i.e. has the appropriate knowledge and experience to execute the subject matter of the procurement order,

- Economic and financial capacity,

The bid is not subject to exclusion from the procedure

Each Supplier must demonstrate that it is not subject to exclusion from the procedure, i.e.

- has no personal or capital ties with the Contracting Entity,
- is not subject to exclusion in connection with Russia's aggression in Ukraine by making the relevant statements.

Bid evaluation criteria:

The Contracting Entity will evaluate the bids according to the evaluation criteria set out in the ToR.

- 4) In the course of the examination and evaluation of bids, the Contracting Entity may request Bidders to clarify the content of their bids, including the presentation of details of bid price calculations, and may also request additions to the submitted documentation.
- 5) The Contracting Entity shall correct the following in the bid:
  - a) obvious clerical errors,
  - b) obvious calculation errors, taking into account the accounting consequences of the corrections made,
  - c) other errors that do not result in significant changes to the content of the bid – immediately notifying the contractor whose bid has been corrected.

After evaluating the bids received, the Contracting Entity will select the most advantageous bid, which shall be documented in the procurement procedure report.

## IX. METHOD OF PREPARATION AND TERMS OF THE BID

- 1) The bid submitted by the Bidder should be prepared on the form constituting Annex No. 2 to the Request for Bids, 'Bid Form'.
- 2) The annexes listed under "List of documents/statements" required from the Bidder, which the Bidder should attach to the bid, are an integral part of the bid.
- 3) Does the contracting entity permit variant bids?: NO
- 4) Does the contracting entity allow partial bids?: NO

The contracting authority does not allow partial bids, as the subject matter of the procurement order constitutes a single, coherent IT solution supporting the transformation of the plant towards Industry 4.0, the elements of which are functionally and technologically interconnected and must interact within a single system architecture. Individual components use shared data sources, require uniform integration standards, a consistent data model, shared access and authorisation mechanisms, and comprehensive performance and security testing.

Allowing partial bids would mean spreading responsibility among many contractors and, consequently, significantly increasing the risk of not achieving the project's intended results, particularly in the areas of system integration, data quality and continuity, interoperability, and cybersecurity. In practice, this would lead to difficult-to-enforce jurisdictional disputes at the interface between solutions (e.g. interfaces, APIs, data formats, integration parameters, delays on the part of one of the suppliers), which could result in end-to-end processes not being launched despite formal partial acceptance.

The contracting entity operates within the project's deadline regime and is committed to commissioning the entire solution within the specified time horizon. For this reason, it is necessary to ensure uniform management of implementation, a single dependency schedule, a single integration and acceptance test plan, and clear responsibility for achieving the end result, including configuration, commissioning, integration, security, and stability of the production environment. The single contractor model reduces project risks, speeds up decision-making, simplifies the acceptance process, and ensures

effective enforcement of warranties and maintenance based on uniform rules and a single point of contact.

In view of the above, the Contracting Entity considers that allowing partial bids would be inappropriate and could jeopardise the proper performance of the procurement order and the achievement of the project's objectives, while the lack of division of the procurement order is justified by the objective need to ensure the consistency, compatibility and full functionality of the implemented solution as a whole.

- 5) The content of the submitted bid must correspond to the content of the Request for Bid. The Contracting Entity recommends using the form templates developed by the Contracting Entity and attached to this request for bid. The Bidder may submit its own annexes to the bid, provided that their content is consistent with the forms developed by the Contracting Entity.
- 6) In a situation where the bid and/or annexes to the bid are signed on behalf of the Bidder by a proxy (a person not authorised to perform such actions in the Bidder's registration documents), the relevant power of attorney should be attached to the bid.
- 7) The Bidder may amend or withdraw the bid it has submitted.
- 8) An amendment or withdrawal of a submitted bid is only effective if made by the Bidder before the deadline for submission of bids.
- 9) In the event of a change to the bid, the Bidder shall submit a written statement that it is changing its bid, specifying the scope and type of these changes, and if the statement of change necessitates the replacement or submission of new documents, the Bidder shall submit these documents at the same time as the change to the bid.
- 10) In the event of withdrawal of the bid, the Contractor shall submit a written statement that it is withdrawing its bid.
- 11) The Bidder shall bear all costs associated with the preparation and submission of the bid.

- 12) The contracting authority does not provide for reimbursement of costs incurred in participating in the procedure.
- 13) The bidder remains bound by the bid until the agreement with the Contracting Entity is concluded
- 14) The binding period for bids commences upon expiry of the deadline for submission of bids.

## X. COMPLETION OF THE PROCEDURE

- 1) The Contracting Entity shall inform the Bidders of the selection of the bid by inviting the Bidder whose bid is selected as the most advantageous to sign the agreement.
- 2) The agreement will be concluded with the selected Bidder at the time and place specified by the Contracting Entity.
- 3) The Contracting Entity shall be entitled to select the next most advantageous bid if the Bidder whose bid was considered the most advantageous refuses to sign the agreement or if signing the agreement with such Bidder becomes impossible for other reasons.

## XI. OTHER INFORMATION

- 1) The Contracting Entity allows for the submission of bids and the performance of the procurement order by contractors operating as a consortium.
- 2) The Contracting Entity reserves the right to amend the content of this request for bid. In the event that the changes may affect the content of the bids submitted, the Contracting Entity shall extend the deadline for submitting bids. All modifications, additions, arrangements and changes, including changes to deadlines, as well as questions from Bidders and explanations, will be published on the website [bazakonkurencyjnosci.funduszeuropejskie.gov.pl](http://bazakonkurencyjnosci.funduszeuropejskie.gov.pl) and on the Beneficiary's own website: [www.unitedpetfood.eu/en/eu-grants](http://www.unitedpetfood.eu/en/eu-grants). They become an integral part of the request for bid and will be binding upon the submission of bids. All rights and obligations of the Contractor regarding previously agreed deadlines shall be subject to the new deadline, if one is set.

- 3) Bidders may ask questions via the Competitiveness Database only during the period of publication of the notice. These questions must be submitted at least 8 working days before the end of the notice period. Questions received after this deadline will not be answered.
- 4) The Contracting Entity reserves the right to cancel the procedure at any stage up to the signing of the agreement for the performance of the procurement order without having to provide a justification.
- 5) The Contracting Entity will invalidate the procedure in particular if:
  - o the price of the most advantageous bid exceeds the amount that the Contracting Entity intended to allocate for the performance of the procurement contract, unless the Contracting Entity decides to increase this amount to the price of the most advantageous bid;
  - o the procedure is affected by a significant defect that prevents the conclusion of the agreement;
  - o as a result of a change in objective conditions, the performance of the procurement order is not in the interest of the Contracting Entity.

In the event of such circumstances, Bidders shall have no claim against the Contracting Entity should the Contracting Entity exercise any of the above rights. In this regard, the Bidders waive any potential claims they may have.

Bids and any other annexes submitted during the procedure are public, except for information constituting the Bidder's secret, which is separately and clearly indicated by the Bidder.