

Contracting Entity
Tele-Fonika Kable S.A.
ul. Hipolita Cegielskiego 1
32-400 Myślenice

Myślenice, dn. 13.07.2018r.

REQUEST FOR PROPOSAL no. 04/RCBR/2018

Tele-Fonika Kable S.A. with its registered office in Myslenice, on the basis of the “Guidelines concerning eligibility of expenditure under the European Regional Development Fund, the European Social Fund, and the Cohesion Fund for 2014-2020” with regards to awarding contracts that do not fall within the scope of Public Procurement Laws, within the project “Expansion of the Research and Development Centre of Tele-Fonika Kable S.A.” co-financed by the Regional Development Fund under the Measure 2.1 Support for investments in R&D infrastructure of enterprises of the Smart Growth Operational Programme, hereby invites you to submit a proposal under the procedure of awarding public contracts conducted under the **PRINCIPLE OF COMPETITIVENESS**

I. SUBJECT MATTER OF THE CONTRACT

Subject matter of the contract is the **delivery with installation and commissioning of:**

- a) **AC test system**
- b) **DC test system**

The abovementioned systems are purchased as a part of development of the R&D centre of the contracting entity. Because it is allowed to submit **partial proposals**, individual items of the order specified in sections **I. a)** and **I. b)** will be assessed on the basis of the same criteria irrespective of one another. Variants are not allowed.

The equipment delivered under this order must be **new**, must meet the requirements of all normative and legal acts that are in force in Poland, on the basis of which they may be released for use (e.g. all equipment must be delivered together with **CE declaration of conformity confirming that the equipment conformity was verified under all applicable New Approach Directives**, etc.).

Offered subject matter of the contract must be manufactured with the use of the latest available technology and engineering. It must also be equipped with the state of the art accessories and auxiliary equipment as of the day the proposal is submitted.

The Contracting Entity reserves the right to **negotiate with Tenderers whose proposals have been accepted in terms of their formal and technical value.**

Negotiations can primarily concern the areas affecting the assessment of the proposal (the net flat-rate price, warranty period, period of repairing electrical and automatic failure) as well as other aspects, including payment terms suggested by the Tenderers.



The common procurement vocabulary (CPV) codes:

- 38540000-2 Machines and apparatus for testing and measuring;
- 38000000-5 Laboratory, optical and precision equipments (exl. glasses);
- 38424000-3 Measuring and control equipment;
- 38300000-8 Measuring instruments;
- 38900000-4 Miscellaneous evaluation or testing instruments.

Contract awarding procedure: principle of competitiveness

The equipment supplied shall have the following functional and technical parameters.

a) AC test system

Functionality – AC Test System	
1.	Within 30 days for the signing of the contract the Contractor shall provide the initial technical documentation of the AC test system, so that it would be possible to prepare construction, execution design for the construction of the Faraday Cage building.
2.	The AC test system must enable conducting voltage tests and partial discharge measurements on power cables in accordance with the IEC 62067 standard. The system is to fulfil technical requirements in accordance with the IEC 60060-1 standard.
3.	Partial Discharge Measurement System is to fulfil all the requirements of the IEC 60270 standard.
4.	AC Test System must be equipped with the system of lifting bags with lifting capacity of more than 2T. As far as the remaining elements with weight of less than 2 tonnes are concerned, it must be possible to transport them with the use of wheels.
5.	Safety system of the offered equipment must be compliant with the SIL CL 3 (optical control cables) in accordance with IEC IEC 62061.
6.	Partial Discharge measurement system must be integrated with the system for cable fault localisation
7.	AC test system must enable stepless adjustment of the output voltage throughout the whole range indicated by the Tenderer.
8.	AC test system must be equipped with cable fault locator with immediate indication of short-circuit location after its occurrence during routine tests (accuracy of $\leq 1\%$ for lengths of at least $\backslash 1000$ mb.). The locator must be installed on the control panel.
9.	AC test system is to be equipped with 800kV terminations including water conditioning (deionising) unit.
10.	The AC test system must be equipped with the device for tg δ measurement in accordance with the requirements specified in technical parameters below.
11.	The AC test system must enable conducting at least 4 duty cycles per day, which consist in application of maximum test voltage on the cable (i.e. at rated load) within 1h.
12.	The AC test system must be equipped with the control panel with the ability of switching on the Polish language.
13.	The AC test system must be equipped with 100 kV module for testing cables in accordance with the requirements specified in the technical parameters below.
14.	The AC test system must be equipped with control panel with minimum scope of parameters display listed below: <ul style="list-style-type: none"> - value of test voltage, - type of RMS test voltage, - value of output current, - value of regulator voltage, - value of supply current, - configuration diagram of the test system, - possible systems of reactors connections.
15.	The AC test system must be equipped with an industrial computer with: <ul style="list-style-type: none"> - the possibility of connecting with manufacturer's remote service centre, - control devices (keyboard, mouse), - Operating system in Polish



16.	The AC test system must be equipped with a portable personal computer used for test results recording with the 15,6 inch screen, QWERTY keyboard and operating system for professional purposes. The portable personal computer must be able to control the test system in case of industrial computer failure.
17.	The AC test system should be equipped with colour laser printer for printing test reports in A4 format.
18.	The AC test system should be equipped with rotating chair for operator and professional desk with casing for industrial computer.
19.	All kinds of standardized parts (bolts, nuts, etc.) used for construction of the AC test system must follow the metric system
20.	<u>All materials and tools needed for installation of the AC Test System are provided by the Supplier</u>
21.	The AC test system shall be delivered together with the technical documentation in paper (2 copies) and electronic versions
22.	The AC test system shall be delivered along with the user's manual in Polish, in paper (2 copies) and electronic versions
23.	The AC test system shall have the declarations of conformity along with all applicable EU directives
24.	As part of the order delivery, the Supplier of the AC test system shall ensure possibility of conducting minimum 3 day audit of the equipment by 2 representatives of the Contracting Entity before packing and delivery of the system. All costs of the visit shall be covered by the Supplier.
25.	The Contractor must ensure free updates of the system controlling software for 5 years from signing of final acceptance test report. If a given update will require updating of another software or replacement of this software, such update or replacement shall also be ensured by the Supplier.

If a normative document or standard is referred to in a given requirement, it means that the Tender declares that the system is compliant with the version of the document valid for the date of proposal submission.

Item	Technical Parameters –AC Test System	Value
1.	Maximum output voltage of the system	min. 1000 kV
2.	Minimum output voltage of the system	max. 2 kV
3.	Power supply of the test system	1 kV AC, max. 600 kVA
4.	Partial Discharge level at base load	Below 1 pC
5.	Maximum capacitive load:	for output voltage: U ≤ 250kV: min. 2800 nF 250kV < U ≤ 500kV: min. 700 nF 500kV < U ≤ 1000kV: min. 170 nF
6.	Maximum capacitive load for the 100 kV module	min. 4800 nF



7.	Energy consumption (maximum energy consumption during 1h of operation at rated load)	max. 600 kWh
8.	Minimum detectable PD signal	max. 0,1pC
9.	LCD Display dimensions	min. 10"
10.	Required, minimal measurement range of the electric loss ratio by the tg δ measuring device	from 1×10^{-5} to 1×10^{-3}
11.	Required measurement accuracy of the tg δ measuring device	min. $\pm 0,5\%$.

The achievement of the required technical characteristics and functionality of devices shall be verified on the basis of the acceptance tests performed after the delivery and start-up of the subject matter of the contract. The acceptance tests shall be carried out in accordance with the provided specifications, technical documentation and other technical standards.

Acceptance tests regarding the AC test system:

- verification of the completeness of technical documentation and operating instructions,
- checking whether the AC system has declarations of conformity with all EU Directives applicable for AC systems,
- Verification of safety system functionality,
- Verification of the test system functionality,
- Energy consumption measurement (measurement of energy consumption at rated conditions during 1h),
- PD level measurement for the tested object (< 1 pC) acc. to IEC 60885-3,
- verification of the system of water terminations functioning (verification whether the system may achieve set value of conductivity of $0,2 \mu\text{S}$),
- PD discharge level measurement with load (< 1 pC) without voltage acc. to IEC 60885-3,
- verification whether all configurations of reactors operate appropriately,
- conducting duty cycles - 1h ON/4h OFF (4 cycles in 24 hours),
- PD level measurement at voltage of up to 600 kV with load (acc to IEC 60885-3):
 - 1 reactor 250kV – load up to approximately 700 nF,
 - 4 reactors with parallel connection (4p) – load of up to approx. 2800 nF,
 - 4 reactors – series connection (4s) – load up to approx. 170 nF,
 - 2 reactors with series connection / 2 two reactors – parallel connection (2s/2p) – load up to approx. 700 nF,
 - with extension module for 100 kV – up to approx. 4800 nF,
 - PD measurement within the scope from 600 up to 1000 kV without load (< 1 pC).

Acceptance tests shall also include:

- verification of tg δ measuring system functionality (comparative method: tg δ measurement will be conducted on the measurement bridge of the Supplier and then it will be conducted with the use of the new measurement system).
- verification of functionality of the system for fault localisation (the Contracting Entity will provide a cable with breakdown, the system should localise the cable damage location with the accuracy of up to 1% of length of the tested cable, not shorter than 1000 mb).



b) DC Test System

Functionality - DC Test System	
1.	Within 30 days for the signing of the contract the Contractor shall provide the initial technical documentation of the DC test system, so that it would be possible to prepare construction, execution design for the construction of the Faraday Cage building.
2.	The DC system must enable conducting tests on power cables in accordance with technical requirements specified in CIGRE TB 496.
3.	DC Test System must be equipped with the system of lifting bags with lifting capacity of more than 2T. As far as the remaining elements with weight of less than 2 tonnes are concerned, it must be possible to transport them with the use of wheels.
4.	Safety system of the DC test system must comply with the SIL CL 3 (optical control cables) in accordance with the IEC 62061 standard.
5.	The DC test system must enable system operation: - continuous operation at rated power - 0,5 h ON/23,5 h OFF at overload.
6.	The DC test system must make it possible to discharge the cable in accordance with the technical parameters below.
7.	The DC test system must enable stepless smooth adjustment of the output voltage throughout the whole range specified by the Tenderer.
8.	The DC test system must enable automatic reversal of voltage polarity in accordance with the requirements specified in technical parameters below.
9.	The Control Panel with the operating system for operators must be in the Polish language with units in the SI system.
10.	The DC test system must be equipped with control panel with the minimum range of displayed parameters: <ul style="list-style-type: none"> - test voltage value, - type of test voltage, - discharging current value, - value of regulator voltage, - supply current value, - configuration diagram of the test system.
11.	The DC test system must be equipped with an industrial computer with: - the possibility of connecting with manufacturer's remote service centre, - control devices (keyboard, mouse), - Operating system in Polish
12.	The DC test system must be equipped with a portable personal computer used for test results recording with the 15,6 inch screen, QWERTY keyboard and operating system for professional purposes. The portable personal computer must be able to control the test system in case of industrial computer failure.
13.	The DC test system should be equipped with colour laser printer for printing test reports in A4 format.
14.	The DC test system should be equipped with rotating chair for operator and professional desk with casing for industrial computer.
15.	All kinds of standardized parts (bolts, nuts, etc.) used for construction of the DC test system must follow the metric system
16.	All materials and tools needed for installation of the DC Test System are provided by the Supplier
17.	The DC test system shall be delivered together with the technical documentation in paper (2 copies) and electronic versions
18.	The DC test system shall be delivered along with the user's manual in Polish, in paper (2 copies) and electronic versions
19.	The DC test system shall have the declarations of conformity with all EU directives applicable for DC test systems
20.	As part of the order delivery, the Supplier of the DC test system shall ensure possibility



	of conducting an audit at the manufacturer's by representatives of the Contracting Entity (3 days, 2 persons) before delivery of the system. All costs of the visit shall be covered by the Supplier.
21.	The Contractor must ensure free updates of the system controlling software for 5 years from signing of final acceptance test report. If a given update will require updating of another software or replacement of this software, such update or replacement shall also be ensured by the Supplier.

If a normative document or standard is referred to in a given requirement, it means that the Tender declares that the system is compliant with the version of the document valid for the date of proposal submission.

Item	Technical Parameters – DC Test System	Value
1.	Maximum output voltage of the test system	min. 1200 kV
2.	Minimum output voltage of the system	max. 2 kV
3.	Maximum rated current of the system for the output voltage: U ≤ 400 kV 400 kV < U ≤ 800 kV 800 kV < U ≤ 1200 kV	min. 40 mA min. 30 mA min. 20 mA
4.	Power supply of the system	400 V AC, max. 60 kVA
5.	Maximum discharging time of cable with capacitance of ≤ 50 nF	max. 60 s
6.	Time of polarity reversal (in accordance with CIGRE TB469) for max. load of ≤ 50 nF	max. 120 s
7.	Energy consumption (maximum energy consumption per 1 hour of operation at rated load)	max. 60 kWh

The achievement of the required technical characteristics and functionality of devices shall be verified on the basis of the acceptance tests performed after the delivery and start-up of the subject matter of the contract. The acceptance tests shall be carried out in accordance with the provided specifications, technical documentation and other technical standards.

Acceptance tests of the DC test system:

- verification of the completeness of technical documentation and operating instructions,
- checking whether the DC system has declarations of conformity with all EU Directives applicable for DC systems,
- Verification of safety system functionality,
- Verification of the test system functionality,
- Energy consumption measurement (measurement of energy consumption at rated conditions during 1h),
- conducting a series of duty cycles: continuous operation at rated power (4h test),
- 15-minute voltage test (at rated voltage) for both polarities each,





- Breakdown test with external spark gap in air for both polarities each comprising of 3 breakdowns at approx. rated voltage, with subsequent voltage test at rated voltage for 15 min; the external spar gap (including calibration certificate) for the acceptance tests shall be provided by the Contractor,
- check of ripple factor by calculation.

II. PLACE AND DATE OF ORDER DELIVERY

1. The delivery period for the execution of the subject matter of the contract may not exceed:
 - a) 15 months from the date of the contract with regards to the part I a) of the order.
 - b) 19 months from the date of the contract with regards to the part I b) of the order.The exact date of the execution of the contract shall be indicated in the contract concluded with the selected Contractor after closing the tender procedure.
2. The delivery date for the subject matter of the contract depends on the outcome of the proceedings based on the principle of competitiveness. The delivery date for the subject matter shall be specified in the Contract/Contracts concluded with the selected Contractor/Contractors. It is expected that the contract/contracts will be signed in August/September 2018.
3. Proposals with the delivery periods for the execution of the subject matter longer than:
 - a) 15 months with regards to the part I a) of the order;
 - b) 19 months with regards to the part I b) of the order;will be rejected.
4. The Tenderer shall determine the estimated time of order execution. The Tenderer shall put the relevant information in the tender proposal form that may be found in Annex 1 to this Request for Proposal provided that the Contracting Entity provides access to the location where the systems are to be installed:
 - a) with regards to the part I a) of the order – no sooner than 01.09.2019;
 - b) with regards to the part I b) of the order – no sooner than 01.01.2020.The Contracting Entity reserves the right to postpone the date of providing access to the location where the systems are to be installed (referst to the subject matter execution date, including delivery of the systems) by up to 8 weeks, free of any charge. Each extension of the delivery date by the Contracting Party will automatically extend the deadline for delivery of the subject matter by the extended period.
5. Proposal validity period shall be **6 months** from its submission.
6. The place of the execution of the subject matter of the contract and the installation and start-up: Tele-Fonika Kable S.A. - Zakład Bydgoszcz, ul. Fordońska 152, 85-957 Bydgoszcz.
7. The Contracting Entity does not allow for the possibility of extension of the subject matter delivery period of the contract, with a reservation of the situation indicated in section IX. 2.
8. If it is determined that the subject matter of the order has defects or is incompatible with the contract, the Contracting Entity has the right to refuse its reception until the subject matter of the contract is in accordance with the contract or is defect-free. If in connection with the above situation there is a delay in the execution of the subject matter of the contract, the Contracting Entity shall apply the contractual penalties referred to in section II. 9.
9. The Contracting Entity reserves that in the contract with the selected Contractor the following provisions concerning the contractual penalties for delays in the execution of the contract shall be formulated:
 - a) In the event of non-performance or improper performance of the contract, the Contracting Entity may:
 - in case of termination of the contract due to the fault of the Contractor -request payment of the contractual penalty in the amount of 10% of the total amount of the agreed net price. The Contracting Entity reserves the right to claim additional compensation on general principles,
 - in the event of the delay in the execution of the subject-matter of the contract due to the fault of the Contractor – request payment of the contractual penalty in the



amount of 0.2% of the net price, for each calendar day of the delay calculated from the date the execution of the subject matter of the contract, but not more than 5% net price. The Contracting Entity reserves the right to claim additional compensation on general principles.

10. Additionally, the Contracting Entity reserves the right to postpone the delivery (applies only to the delivery stage) by up to 8 weeks, free of charge. Automatically, each extending of the delivery stage by the Contracting Entity, extends the term of the contract by the extended period.
11. Terms of delivery - DDP Tele-Fonika Kable S.A. - Zakład Bydgoszcz, ul. Fordońska 152, in accordance with Incoterms 2010

III. PAYMENT TERMS

1. The Contracting Entity provides for the possibility of making advance payments on account of the execution of the subject matter of the contract. The Tenderer shall inform about the payment conditions in the tender proposal form, which makes Annex no. 1 to the request for proposal.
2. The advance payment shall be understood as all payments that will be made before signing the Final Acceptance Test Report thus proving that the system is free of any fault.
3. The Contractor shall, within the framework of the signed contract, set up a bank guarantee towards the received advances, in a Polish or foreign bank with a rating of not less than S&P A +.
4. The Contracting Entity stipulates that the minimum time limit for payment of the invoice shall be 21 days.

IV. PROPOSAL SELECTION CRITERIA

No.	Mandatory criteria	Description of point awarding method	Criterion importance	Max score
1.	<p>Net flat-rate price</p> <p>(The price shall take into account the purchase and delivery, including the transport of the subject matter of the contract, , unloading, costs of its installation and start-up, the costs of the preparation of the required documentation).</p> <p>(Currency to be defined by the Tenderer)</p>	<p>Pc – the number of points in terms of price</p> <p>C min -lowest price out of proposals C bad – price of the examined proposal</p> <p>Method of awarding points: $Pc = (C \text{ min} / C \text{ bad}) \times 100 \text{ points} \times \text{criterion importance}$</p>	0,60	60 points
2.	<p>Warranty period (in full months)</p>	<p>Pg – the number of points in terms of guarantee</p> <p>G bad – the number of months indicated in the examined proposals</p> <p>G max – the highest number of months in the examined proposals</p> <p>Method of awarding points: $Pg = (G \text{ bad} / G \text{ max}) \times 100 \text{ points} \times \text{criterion importance}$</p>	0,10	10 points



		<p>The minimum warranty period is 24 months. Proposals with the warranty period of less than 24 months are subject to rejection.</p> <p>Regardless of the guarantee, the Contracting Entity has the right to exercise powers in respect of the warranty for defects of the subject matter of the contract.</p>		
3.	<p>Time needed for failure removal in terms of electronics and instrumentation (in calendar days)</p> <p><i>Fulfilment of this criterion is understood as the number of calendar days starting from the acceptance of notification by the Supplier until the time of restoring full functionality of the device</i></p>	<p>Pa – number of points in terms of number of days needed for removal of failure regarding electronics and instrumentation</p> <p>A min – the shortest time of removal of failure in terms of electronics and instrumentation from among submitted proposals</p> <p>A bad – time of failure removal in terms of electronics and instrumentation in the examined proposal</p> <p>Method of awarding points: $Pa = (A \text{ min} / A \text{ bad}) \times 100 \text{ points} \times \text{criterion importance}$</p> <p>Maximum allowable time of failure removal in terms of electronics and instrumentation is 14 days. Proposals with time necessary of failure removal longer than 14 calendar days shall be rejected.</p>	0,20	20 points
4.	<p>Energy consumption (maximum energy consumption during 1 hour of operation at rated load) (in kWh)</p>	<p>Pe – number of points in terms of energy consumption</p> <p>E min = the lowest energy consumption from among submitted proposals</p> <p>E bad – energy consumption indicated in the examined proposal</p> <p>Method of awarding points: $Pe = (E \text{ min} / E \text{ bad}) \times 100 \text{ points} \times \text{criterion importance}$</p>	0,10	10 points
<p>The maximum number of points possible to obtain under the mandatory criteria:</p>				100 points
<ol style="list-style-type: none"> The most advantageous proposal shall be the one that scores the highest number of points calculated according to the following formula: $P = Pc + Pg + Pa + Pe$ With regards to submitted proposals each part of the order subject matter specified in section I a) and I b) of the request for proposal shall be assessed separately. Depending on selection of the Contractor with regards to specific parts of the order it will be possible to submit partial order and signing contracts with two Contractors. The Contracting Entity shall reject the proposal if its content fails to correspond to the content of the request for proposal (including the failure to meet the mandatory 				



criteria) and offered subject matter fails to comply with the requested technical parameters included in the request for proposal. It is not allowed to submit partial and variant proposals.

4. During the examination and evaluation of proposals, the Contracting Entity may ask the Tenderers to provide additional explanations on submitted offers.
5. Partial proposals are accepted. It is impossible to submit variants.
6. In the event where two or more proposals are similar with regards to financial terms, the Contracting Entity is obliged to choose the most advantageous offer in terms of the impact on the environment and climate. In that case proposals will be selected on the basis of the points achieved within the "Energy Consumption per Hour of Operation" criterion.
7. If it is impossible to select the proposal on the basis of the „Energy Consumption per Hour of Operation Criterion (i.e. proposals had the same amount of points within the specified criterion), the Contracting Party shall request the Tenderers, via the electronic means of communication, whose tenders have obtained the equal number of points under the mandatory criteria to provide additional information on the impact on the environment and climate (e.g. lower energy consumption of the devices, etc.).

The request for additional information on the impact on the environment and the climate shall be sent at the latest within 21 working days from the closing date for the submission of proposals.

V. TIME AND PLACE FOR SUBMISSION OF PROPOSALS

1. The deadline for proposals submission ends on 16.08.2018 at 9.00 o'clock
2. The proposal shall be delivered:
 - a) in person or via standard mail, courier, messenger to the following address: Tele-Fonika Kable S.A., ul. Wielicka 114, 30-663 Kraków, Polska
 - b) or by e-mail to the following address:
projekty@tfkable.comIn the case of proposals submitted by standard mail, of crucial importance for the assessment of keeping the above time limit shall be the date and time of the reception of the proposal by the Contracting Entity.
3. In our proposal, please indicate: first name, last name and position as well as the email address to the person representing the Contractor that is responsible for the execution of the subject matter.

VI. METHOD OF PROPOSAL PREPARATION

1. Proposals shall be submitted in writing in Polish or English.
2. The proposal shall be prepared on the attached model proposal form along with all required information.
3. The proposal validity period shall be **6 months from its submission.**
4. Proposals submitted after the deadline shall not be considered.
5. The proposal shall have the date of preparation affixed and shall be signed by the tenderer.
6. The offer shall be complete, e.g. include the following attachments:
 - a) Model proposal form constituting Annex no. 1 to the request for proposal,
 - b) Annex no. 2 Model statement on absence of personal or capital ties with the Contracting Entity,
 - c) Annex no. 3 W Model statement of the Contractor confirming compliance with the conditions for participation in the proceedings, along with references providing the required experience.
7. The Contracting Entity allows for the submission of partial proposals. The Contracting Entity shall not allow the submission of variant proposals. Variant proposals shall not be taken into account.



8. In the course of the examination the Contracting Entity has the right to ask the tenderer to supplement the submitted proposal one time only.
9. The supplements may apply only to:
 - completing missing signatures, single pages of individual forms as well as the required information on the proposal form in case of their absence,
 - completing documentation in case of absence of annex no. 2 and 3 including the required references.
10. The Contracting Entity shall set a time limit for providing the missing information/documents. Failure to provide the documents by the deadline a specified by the Contracting Entity the deadline shall result in a rejection of the proposal.
11. If the proposal was submitted without the tender proposal form which constitutes annex no. 1 to the request for proposal, it is not subject to the completion.

VII. TERMS AND CONDITIONS OF PARTICIPATION IN THE TENDER PROCEDURE, EXCLUSIONS

1. Each Tenderer may submit only one proposal.
2. Proposals that do not meet the defined functionality and technical parameters of the individual parts of the subject matter of the contract and proposals for devices which do not meet the requirements of **all normative acts allowing for their use in Poland (for example, CE Declaration of Conformity confirming the execution of the conformity assessment and other required by law)** are subject to rejection.
3. In order to ensure appropriate realization of the subject matter of the contract by the Contractor, the Contracting Entity shall reject proposals that meet at least one of the following criteria:
 - a) Proposals with warranty period shorter than 24 months shall be rejected,
 - b) Proposals with time of failure removal in terms of electronics and instrumentation longer than 14 calendar days shall be rejected.
4. The proposal with the declared period of execution of the contract longer than:
 - a) 15 months with regards to the part **I a)** of the order shall be rejected
 - b) 19 months with regards to the part **I b)** of the order shall be rejected
5. The proposal with the term of validity of less than **6 months** shall be rejected.
6. In order to ensure the proper performance of the subject of the contract the Contractor is required to provide:
 - a) before signing of the contract – the third-party liability insurance for the subject matter of the contract of the net value of the subject matter of the contract;
 - b) for the execution of the contract – the bank guarantee for payment of the received advances, made in a Polish or foreign bank with a rating of not less than S&P A +,
 - c) under the granted guaranty and warranty for a period of their duration, after the signing of the fault-free final acceptance protocol for the subject matter of the contract and before the maturity date of the final invoice, the Contractor shall make and provide the Contracting Entity with a confirmation of security in the form of:
 - irrevocable guarantee from the bank in Poland or abroad with a rating of not less than S&P A +, or
 - cash deposit, or
 - third-party liability policy

of at least 5% of the net value of the contract.

The security referred to above is a guarantee of good execution and the Contracting Entity may use it in the event of the Contractor's failure to keep the warranty terms and conditions and keep the deadline for removing the defects.

Failure to provide documents shall result in the inability to sign the contract/execute the contract with the selected Contractor.





7. The Contractors who meet the following conditions may take part in the tender awarding procedure:
- a) They have no personal or capital ties with the Contracting Entity;
 - b) They are able to provide documentary evidence that they have manufactured/supplied/completed within the last five years before the deadline for proposals submission, and if the period of their business operation is shorter – during the period of their activity – the following:
 - at least 1 AC test system with rated voltage of minimum 0,6 MV, **with regards to part I a) of the contract subject matter**
 - at least 1 DC test system with rated voltage of minimum 1 MV, **with regards to part I b) of the contract subject matter**
- The evaluation of the fulfilment of a condition for participation in the proceedings shall be made on the *meets/does not meet* principle basing on the Contractor's declaration – Annex no. 3 to the request for quotation supported by references.
The Contracting Entity reserves the right to contact customers indicated in annex No. 3 to confirm the reliability of submitted declarations.
8. The Tenderer shall be subject to **exclusion** from the proceedings in the event of an existence of mutual personal or capital ties with the Contracting Entity. Capital or personal ties are understood as mutual personal or capital ties between the Contracting Entity and the Tenderer consisting in:
- a) participation in the company as a partner of a civil law partnership or another partnership,
 - b) possessing at least 10% of shares and stocks,
 - c) acting as a member of the supervisory or management board, proxy, or attorney,
 - d) remaining in such a legal or factual relationship which may raise justified doubts about the impartiality of the selection of the Contractor and in particular remaining in a marriage relationship, in a family relationship or affinity in a straight line, relationship or affinity in the collateral line to the second degree, or in a relationship of adoption, guardianship or custody.
9. The Contractor is obliged to annex a statement on absence of personal or capital ties with the Contracting Entity to the proposal according to the model which constitutes **Annex no. 2** to this request for proposal.
10. The tenderer certifies on the form deals which constitutes Annex No. 1 to the request for proposal that they have read the list of documents necessary to sign the contract/execute the contract which constitutes Annex 4 to the request for proposal and undertake to their provide them if case their proposal is selected before signing of the contract/during the execution of the contract. Failure to provide the documents referred to above shall result in the inability to sign/execute the contract with the selected Contractor.
11. Failure to comply with at least one of the conditions for participation in the proceedings shall result in the exclusion of the Contractor from the tender awarding procedure. The proposal of the excluded Contractor shall be deemed rejected.
12. The Contracting Entity shall assess the fulfilment of the conditions for participation in the proceedings by applying the *meets/does not meet* criterion, i.e. in accordance with the principle of whether the documents were attached to the offer and whether they meet the requirements specified in the request for proposal. The absence of any of the required statements or documents, or enclosing them in the wrong form, or not in accordance with the requirements set out in the request for proposal shall result in the exclusion of the Contractor from participation in the proceedings and a rejection of the offer

VIII. DESCRIPTION OF THE PRICE CALCULATION METHOD



1. The Contractor is obliged to provide a flat-rate price for the subject matter of the contract, in accordance with the tender proposal form with a division into the net and gross flat-rate price (if applicable).
2. The flat-rate price shall take into account the purchase along with the delivery of the subject matter of the contract, its transport including unloading, costs installation and start-up, as well as the costs of the preparation of the required documentation.
3. The price in the proposal is to be expressed in any currency, provided that the information about the currency is included in the proposal form by the tenderer. The price must take into account all the requirements of this request for proposal and cover any costs associated with the timely and correct implementation of the subject matter of the contract and the terms and guidelines required by the Contracting Entity, relating to the subject matter of the contract.
4. Any reductions and discounts, shall be immediately included in the calculation of the price so that the calculated price for the subject matter of the contract is the total flat-rate price without the necessity for the Contracting Entity to make a conversion and carry out other activities in order to determine the price.
5. In a situation where the Tenderer shall propose a price in a currency other than PLN, the price shall be converted into the indicated currency, at the average exchange rate NBP [*National Bank of Poland*], applicable on the day preceding the selection of the proposal.

IX. CONTRACT, TERMS AND CONDITIONS OF CONTRACT AMENDMENT

- a. A suitable contract shall be signed with the Contractor selected under the principle of competitiveness.
- b. The Contracting Entity reserves the right to make changes in the contract with the Contractor in relation to the content of the proposal:
 - a) when there is a legal, economical or technical circumstance which was impossible to be foreseen at the date of signing of the contract, resulting in the inability to provide the proper implementation of the contract,
 - b) due to circumstances of force majeure,
 - c) due to changes to any ordinances and regulations and other documents including the documentation regarding "Smart Growth Operational Programme 2014-2020" and "Guidelines on the Eligibility of Expenditure Within the Framework of the European Regional Development Fund, the European Social Fund and the Cohesion Fund for the period 2014-2020",
 - d) due to other external causes independent of the Contracting Entity and the Contractor, resulting in the inability to execute the contract,
 - e) due to the change of the maturity date of the invoice,
 - f) due to the price changes (changes to the official rate of VAT). In the event of an increase in the exchange rate of the contract currency in relation to the exchange rate on the day preceding the day of signing of the contract by at least 5%, the Contracting Entity reserves the right to renegotiate the price,
 - g) due to the changes in the scope or manner of the execution of the contract by the mutual contract of the parties,
 - h) due to the change of the order delivery date at the request of the Contracting Entity where the acceptance of the delivery item shall depend on the presence of other necessary, cooperating devices, e.g. in a situation when acceptance and assessment of the proper operation of the equipment supplied under the contract shall depend on the presence of other devices that are purchased for the Research and Development Centre of the Contracting Entity,
 - i) due to the change of the order delivery date at the request of the Contracting Entity, in the case when the acceptance of the subject matter of the contract shall depend on the completion of delivery and start-up the Faraday Cage,

- j) due to the downtime and delays caused by the Contracting Entity, which have a direct impact on the timely implementation of the subject matter of the contract – by a maximum period of downtime and delays.
- c. The execution period of the contract shall be understood by Contracting Entity as the time of the execution of the subject matter of the contract brought to a conclusion by signing of final acceptance fault-free protocol and the granting of guaranties and warranties under the conditions described in section VII. 6. of the request for proposal.
- d. All changes and additions to the contract concluded with the selected Contractor/Contractors must be made in the form of written annexes to the contract signed by both parties, under pain of nullity.
- e. Any disputes that may arise in the future in connection with the execution of this contract shall be submitted by the parties to the court of proper jurisdiction for the headquarters of the Contracting Entity under the Polish law.
- f. The English version shall prevail whenever there is a divergent interpretation between these language versions of the request for proposal.
- g. The Contracting Entity provides the possibility to grant the existing Contractor/Contractors, during the period of 3 years from the award of the basic contract, the supplementary public procurement, not exceeding 50% of the value of the public contract specified in the contract concluded with the Contractor, provided these public contracts are in accordance with the subject matter of the basic public contract.

X. FINAL PROVISIONS

1. The Contracting Entity informs that submission of the proposal by the Tenderer shall not be regarded as a conclusion of the contract.
2. In accordance with article 5. 3 Public Procurement Law the Contracting Entity is not the entity obliged for its application.
3. The Contracting Entity reserves the right to void tendering procedure without giving any reason, and also to leave the proceedings without selecting the proposal. The Contracting Entity shall immediately notify about the cancellation of the procedure all parties that have submitted proposals within the competitive procedure. In addition, the Contracting Entity shall in this respect, place the relevant information on the website <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/>.
4. Submitting a proposal is equal to accepting without reservation the content of the request for proposal along with the content of the annexes.
5. The Tenderer bears the cost of proposal preparation.
6. In respect of rejecting a proposal, the Tenderer shall not be entitled to any claims against the Contracting Entity.
7. The Contracting Entity shall make the information about the outcome of the tender procedure public on its website <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl> and immediately after selecting the Contractor shall send this information to any person who submitted a tender.
8. The contact person on this request is mr Sebastian Zakrzewski, e-mail: projekty@tfkable.com
9. With regard to the personal data, Tele-Fonika Kable S.A. informs that the data Administrator is TELE-FONIKA Kable S.A. with its registered office in Myślenice; 32-400, ul. Hipolita Cegielskiego 1 (hereinafter referred to as the "Company"). The administrator can be contacted via the email address daneosobowe@tfkable.com. The data administrator can be contacted in all matters concerning the processing of personal data and the use of rights in relation to the processing of data. Your data will be processed for needs of the reply to the submitted enquiry and the legal basis for the data processing is the necessity for the implementation of the legitimate interest of the Administrator. A legitimate interest of the administrator is selling and supporting the sale of its products and services, purchasing and supporting the purchases of goods and services and taking the opportunity to submit the information about its services to the customer, presenting



offers tailored to needs and interests of the customer and increasing the sales of its services. Your personal data may be shared with:


- the entity processing the personal data on behalf of the administrator (among others, providers of IT services) – these companies process the data on the basis of an agreement with the administrator and solely on the instructions from the administrator;
- the entities providing or settling the funding from public funds;
- the entities providing advice services, entities providing auditing services;
- other data administrators entitled to obtain data on the basis of the applicable law, including the Ministry of Investment and Development as a data administrator in the Central Information System SL 2014.

Your personal data will be stored until the expiry of the storage obligation resulting from the provisions of the law, including the applicable rules on State aid. You have the right to access your data and the right to request their rectification, erasure, or limitation of their processing. At your request, the administrator shall provide a copy of the personal data which are subject to processing, and any subsequent copies requested by you may be subject to a fee imposed by the administrator at a reasonable height resulting from the administrative costs. You have the right to withdraw your consent to the processing of your data. The withdrawal of your consent does not affect the lawfulness of the processing, which had taken place on the basis of the consent given prior to the withdrawal. To the extent that your data are processed by automated means with a view to the conclusion and performance of the contract or data processed on the basis of your consent, you have also have the right to transfer the personal data, namely, to obtain your personal data in a structured, a widely-used machine-readable form. You can also forward the data to another data administrator. You also have the right to complain to the supervisory authority in charge of personal data protection. In order to exercise these rights, please contact the data administrator. The contact details are provided above. Providing personal data for the aforementioned purposes is voluntary. The tenderer declares that they have read the information clause for tenderers and consent to the processing of personal data by confirming the foregoing form of a request for proposal which makes Annex no. 1 to request for proposal.

10. The Polish version shall prevail whenever there is a divergent interpretation between these language versions of the request for proposal.

Welcome to tender!

13.07.2018

.....

.....
(date and signature)

Annexes:

Annex no. 1 A model form of the proposal and the required statements

Annex no. 2 Model statement on absence of personal or capital ties with the Contracting Authority

Annex no. 3 Model statement of the Contractor confirming compliance with the conditions for participation in the proceedings, along with references providing the required experience

Annex no. 4 List of documents required at the stage of signing/execution of the contract.

Annex no. 5 Safety and Environmental Protection Requirements for Contractors/Subcontractors.

Annex no. 6 Requirements for Contractors/Subcontractors concerning management of relations with employees



