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

Myslenice,09.05.2019

REQUEST FOR PROPOSAL no. 01/LSOH/2019

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 "Improved Fire Resistant Cables Manufactured with the Use of Specially-Developed, Innovative Halogen-Free Compounds Using Synergy of Halloysite Fillers (Nanotubes), Layered Aluminosilicates, as well as Metal Hydroxides and Oxides" co-financed by the European Regional Development Fund, under the Sub-measure 1.1.1 Industrial Research and Development Work Implemented by 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

The Subject Matter of the Contract is the **delivery, installation witnessing and start-up of a demonstration line for production of halogen-free compounds enriched with HNT nanofillers. The line shall have functionality and technical parameters defined in the tables below and shall consist of the following elements:**

a) twin-screw extruder with the raw materials supplying system, closed cooling water system, raw materials feeding system, PLC panel;
b) dynamic screen changing system;
c) twin-screw extruder degassing system;
d) set of gravimetric feeders for high accuracy feeding of raw materials;
e) air material granulating system with the granulate launching system;
f) granulate unloading system.

The demonstration line shall be used for production of innovative halogen-free compounds using synergy of state-of-the-art Halloysite fillers (nanotubes), layered aluminosilicates, as well as hydroxides and oxides. The compounds shall be used in production of improved fire resistant cables with properties required by the Contracting Entity.
Due to the need to maintain the full compatibility of individual components and their full integrity, partial and variant proposals shall not be accepted. The Supplier must guarantee that individual components shall be connected with each other in such a way as to ensure tightness of the line and maintaining appropriate parameters of the process. Additionally, proposed control system must enable cooperation of individual devices and possibility to control them.

The Contracting Entity shall provide the following utility points: cooling water (secondary circuit), electric energy, air with the parameters required by the Supplier in locations indicated by the Supplier.

The Line components delivered under the order must be **new**, must meet the requirements of all the normative and legal acts that are in force in Poland, on the basis of which the equipment may be released for use and operation (e.g. all equipment must be delivered together with the **CE declaration of conformity stating that the equipment conformity was verified under all applicable New Approach Directives).** The CE Declaration of Conformity must cover the entire installation of the demonstration line and must not be separate for individual elements.

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, order delivery time, warranty period, time necessary to repair electrical and automatic failure) as well as other aspects, including payment terms suggested by the Tenderers.

The Common Procurement Vocabulary **(CPV):**
42000000-6 – Industrial Machinery
51500000-7 Installation Services of Machinery and Equipment

Contract awarding procedure: principle of competitiveness
Delivered components of the line shall have the following functional and technical parameters:

a) **twin-screw extruder with the raw material supplying system, closed cooling water system, material feeding system, and PLC panel;**

	Functionality – twin-screw extruder with the raw material supplying system, closed cooling water system, material feeding system, and PLC panel;
1.	The twin-screw extruder must be equipped with: - raw materials supplying system, - closed cooling water circulating system, - material feeding system - PLC panel.
2.	Construction of the extruder must enable connecting the following: - dynamic screen changing system; - degassing system of the twin-screw extruder; - the set of gravimetric feeders for high accuracy feeding of raw materials; - air granulation system for the material produced including the equipment for granulate collection - system of granulate unloading; Functionality and technical parameters of individual line components shall be compliant with the ones defined in the tables below.
3.	The control panel of the extruder must enable control of the remaining line elements and must enable cooperation between individual devices and equipment.
4.	Individual systems must be connected to the extruder in such a way as to ensure tightness of the line and maintaining appropriate parameters of the process.
5.	The extruder must enable manufacturing of the halogen-free compounds with the use of the melt blending method.
6.	Material feeding system that the extruder is to be equipped with must enable accurate

	feeding of raw materials necessary for manufacture of LSOH compounds.
7.	The twin-screw extruder that the line is to be equipped with must enable maintaining appropriate process parameters, such as: temperature, screw rotations, melt pressure on the cross-head, with technical parameters compliant with the ones defined below.
8.	It must be possible to configure geometry of the screws in order to ensure appropriate homogenisation of compounds without their degradation. Configuration consists in easy modification of position and shape of segment in order to ensure appropriate homogenisation, blending and transport of the plastic mass.
9.	Material of the barrel must be harder than the material of the screws so as not to allow excessive wear of the barrel inner walls. It is possible for the barrel to be made of nitrided steel or nitrided steel with bimetallic elements.
10.	The twin-screw extruder must be equipped with the barrel suitable for extrusion/injection of liquid materials.
11.	The barrel that the twin-screw extruder is to be equipped with must have electrical heating elements of individual sectors of the barrel.
12.	The barrel of the twin-screw extruder must be equipped with thermal insulation of all the barrel sectors in order to ensure stable set temperature in individual zones.
13.	The extruder must be equipped with two corotating screws with modular construction consisting of sectors enabling material mastication, transport, kneading and cutting.
14.	Geometry of the screws and the barrel must allow transport of all the plastic mass. There may be no dead zones that would stop the flow of the plastic mass.
15.	Interchangeable modules of screws such as: mastication, transport, kneading, cutting elements must be in various sizes and shapes in order to be able to modify geometry of the whole screw in a short time, so that it would be possible to adapt it to extrude various materials.
16.	The screws must have the possibility to connect cooling medium so that it would be possible to ensure appropriate circulation of the cooling medium for the thermo-conditioning. They must be equipped with: - devices for screws heating and cooling together with the pump for cooling liquid, connection pipes, temperature control, cooling liquid pressure control device and heat exchanger; - complete set of sleeves and gaskets to be delivered with the thermoconditioning device and the thermocouple for temperature measurement.
17.	The twin-screw extruder must be equipped with the gearbox complete with: - thrust bearings suitable for the tolerance of the screws axial pressure; - device for automatic lubrication of all the bearings and gears; - security clutch for disconnecting the reduction gear group to avoid machine failure in the event of a potential torque emergency.
18.	The twin-screw extruder must be equipped in the PLC control panel in the standard correspondent to the S7 class, which must enable the possibility to control the whole line. It must be equipped with an industrial colour graphic display. Minimum scope of displayed information on the panel must include: - temperature of individual zones of screw, mass temperature - rotations of screws, - pressure, - power consumption, - motor load.
19.	PLC control system must be equipped with a separate, Ethernet port with the possibility to configure individual subnetwork used for downloading and archiving of data regarding line parameters in the internal Ethernet network.

20.	The Contractor must ensure free updates of the software controlling the extruder for 5 years from signing of the final acceptance test report. If a given update requires updating or replacement of another piece of software, this update or replacement shall also be ensured by the Contractor for free.
21.	As part of the order delivery, the Supplier shall ensure enable 2 representatives of the Contracting Entity to conduct an audit of the equipment before packing and dispatch of the equipment.
22.	Within 30 days from the signing of the Contract, the Contractor shall provide requirements regarding technical parameters of the utilities and their connection points.
23.	The extruder delivered under the Contract together with all the equipment listed shall have declarations of conformity with all the EU Directives applicable for this type of equipment.
24.	The Extruder together with all the listed equipment delivered under the Contract must be delivered with technical documentation in paper (2 copies) and electronic version.
25.	Te Extruder together with all the listed equipment delivered under the Contract must be delivered with operating manual in Polish in paper (2copies) and electronic version.

Item	**Technical parameters- twin-screw extruder together the raw materials supplying system, closed cooling water circulation system, material feeding system and PLC panel;**	**Value**
1.	Supply voltage from the power grid	Voltage: 230 V or400 V Frequency: 50 Hz
2.	Ambient temperature	min. 15-40°C
3.	Maximum permissible air humidity	min. 80%
4.	Maximum output of the twin-screw extruder	min. 800 kg/h with filtration min. 1200 kg/h without filtration
5.	Range of smooth adjustment of screws rotation speed	1-300 RPM
6.	Range of temperature control for heating zones	min.60-250 °C
7.	Maximum variation of pressure at the cross-head	± 20 bar
8.	Number and type of screws	2 corotating screws
9.	Screw channel depth D_0/D_i	1,5 ≤Depth≤1,6
10.	Number of main feeding units (vertical)	min. 1
11.	Number of side feeding units (horizontal)	min. 2
12.	Screws L/D ratio	min. 42:1
13.	Rate of protection ensured by the enclosure of the electrical equipment	min. IP55

b) Dynamic screen changing system

	Functionality– Dynamic screen changing system
1.	Dynamic Screen Changing System must ensure filtration of the flowing mass in order to stop any foreign bodies and contamination and blocking then of filtration screens.
2.	Screen changing must be possible without stopping production process and without stopping of granulation process. Maximum momentary decrease of output during screen changing must not be higher than 50% of required output.
3.	Dynamic screen changing system must be equipped with pressure manometer integrated with line control system, which must make it possible to switch off the extruder in the event the set pressure is exceeded.

Item	**Technical parameters** **- Dynamic screen changing system**	**Value**
1.	Filtering surface diameter of the screens	min. 250 mm
2.	Number of interchangeable screens	min. 2

c) Twin-screw extruder degassing system

	Functionality – Twin-screw extruder degassing system
1.	The degassing system of the twin-screw extruder must prevent accumulation of gases in the mass of extruded material.
2.	The system shall be used for removal from the work area of the extruder of such gases as: water vapour, carbon dioxide, etc., which may be generated during the process of compound production.
3.	The system must be constructed in such a way as to prevent the raw material from being sucked from the extruder to the degassing system.
4.	Water system in the degassing system must be in the form of the closed circuit.
5.	Vacuum degassing system of the extruder (with the closed circuit) must be equipped with at least vacuum pump with a water ring and devices for preliminary filtration.

Item	**Technical parameters** **- Twin-screw extruder degassing system**	**Value**
1.	Supply voltage from the power grid	Voltage: 230 V or400 V Frequency: 50 Hz
2.	Suction capacity	min. 200 m^3/h
3.	Working fluid	water

d) The set of gravimetric feeders for high accuracy feeding of materials

Functionality –the set of gravimetric feeders for high accuracy feeding of materials.	
1.	The set of gravimetric feeders that the line is to be equipped with must enable high accuracy feeding of appropriate raw materials in accordance with technical parameters listed below.
2.	The feeders must be equipped with the system preventing the material from blocking/ being deposited on the walls during feeding the material to the extruder.
3.	Feeders must at all times keep the same feeding proportions during the change of feeding speed.
4.	Feeders must be equipped in the alarm system and line emergency stop system in the event of failure or low amount of material
5.	The material weighted in the feeder is fed into the extruder with the use of conveyors/ screws that must have the following criteria: - material of screw must have lower hardness than the material of the barrel in order not to allow wearing/abrasion of barrel walls; - geometry of screws of side feeding groups must allow for self-cleaning of screws.

Item	**Technical parameters – The group of gravimetric feeders for high accuracy feeding of materials**	**Value**
1.	Supply voltage from the power grid	Voltage: 230 V or 400 V Frequency: 50 Hz
2.	System of gravimetric feeding consisting of feeders with control panels and: a) Gravimetric feeder and feeding system for granule material no. 1 and 2 (main feeder), capacity: 60 - 600 kg/h, granules with bulk density of: 0.4-0.6 kg/dm^3 b) Gravimetric feeder and feeding system for powder materials – additives no.3 (main feeder), feeder capacity: 3 - 30 kg/h, powders with bulk density of: 0.4-0.6 kg/dm^3 c) Gravimetric feeder and feeding system for granule materials – additives no. 4 (main feeder), feeder capacity: 10 - 100 kg/h, materials with bulk density of: 0.4-0.6 kg/dm^3 d) Gravimetric feeder and feeding system for powder materials (side feeder no. 1 and 2), feeder capacity 60 - 600 kg/h, powders with bulk density of 0.4-0.6 kg/dm^3	2 1 1 2

e) Air granulation system of the material with the device for granules unloading

	Functionality – air granulation system of the material with the device for granules unloading
1.	Air granulation system of the material produced must be equipped with the device for granules unloading.
2.	Air granulation system of the material with the device for granules unloading that the line must be equipped with must enable granules being launched into Big-Bags.
3.	Air granulation system of the material produced must have possibility of selecting size of granules and ensure their uniformity (with regards to size) for the whole production series.
4.	Granules formed during granulation process must not be stuck to each other.
5.	The system must make it possible to replace Big Bags without the need to stop the production and granulation processes.
6.	Output of the air granulation system must be appropriate for the output of the machine.

Item	**Technical parameters – Air granulation system of the material with the device for granules unloading**	**Value**
1.	Supply voltage from the power grid	Voltage: 230 V or 400 V Frequency: 50 Hz
2.	Noise level	max. 80 dB
3.	Size of the buffer stock must be sufficient for the replacement of Big Bag without the need to stop the production at the maximum line performance	min. 15 minutes

f) Raw materials feeding system

	Functionality – Raw materials feeding system
1.	The system for feeding raw materials must make it possible to feed the raw material from Big Bags, Octabins, 25 kg bags. The raw material may be in the form of granules or powder with the bulk density of 0.6 - 0.8 Kg/dm3.
2.	The system must be equipped with connections for the dust and fumes collection systems
3.	The system must be equipped with the system for prevention of material blocking/ being deposited on the walls.
4.	The system must be equipped with the lift or hoist for transportation of small bags of powder onto the level where they are fed into the feeding hopper of the feeder.
5.	The system must ensure appropriate pre-stock amount of material for the time necessary for replacement of Big Bag with the material.

Item	**Technical Parameters – Raw materials feeding system**	**Value**
1.	Supply voltage from the power grid	Napięcie: 230 V or 400 V

		Frequency: 50 Hz
2.	Output of the Raw materials feeding system	min. 2000 kg/h

Achievement of the required technical parameters and functionality properties required from the Subject Matter of the Contract shall be verified on the basis of the acceptance tests conducted after delivery and start-up of the Subject Matter of the Contract. Acceptance tests will be conducted in accordance with the technical parameters defined above, technical documentation and other applicable technical standards.
Acceptance tests for the demonstration line shall be as follow:

- verification of completeness of technical documentation and operating manuals,
- checking if the line has declarations of conformity with all EU Directives applicable for the line,
- verification of the safety system functionality,
- Conducting two 6-hour long trials of extrusion and granulation on a recipe agreed on with the machine manufacturer in order to verify and make sure that all the systems function correctly and that all the output and performance requirements have been fulfilled …

II. PLACE AND DATE OF ORDER DELIVERY

1. The period for the execution of the subject matter of the contract may not exceed 12 months from the date of awarding the Contract.
   The exact date of the contract execution shall be indicated in the Contract concluded with the selected Contractor after closure of the Tender Procedure.
2. Contract execution date depends on the outcome of the proceedings based on the principle of competitiveness. Contract execution date will be defined in the Contract signed with the selected Contractor. It is expected that the Contract will be signed in June or July, 2019.
3. Proposals with the period of order execution longer than 12 months will be rejected.
4. The Tenderer shall define estimated time of order execution and shall put the relevant information in the Tender Proposal Form that may be found in the Annex 1 to this Request for Proposal.
5. Validity of the Proposal shall be at least **6 months** from the date of its submission.
6. The place of the execution of the subject matter of the contract, installation and the start up of the equipment is: Tele-Fonika Kable S.A. - Krakow, ul. Wielicka 114.
7. The Contracting Entity does not allow any possibility of extension of the period of execution of the Subject Matter of the Contract, with a reservation made to situations mentioned in the section IX.2.
8. If it is determined that the subject matter of the contract 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 compliant with the Contract or defect-free. If due to the above situation there is a delay in the execution of the subject matter of the contract, the Contracting Entity shall apply contractual penalties referred to in Section II.9. below.
9. The Contracting Entity reserves that in the Contract signed with the selected Contractor the following provisions concerning contractual penalties for delays in the execution of the Contract will be formulated:
   a) In the event of failing to execute the Contract or improper execution of the Contract, the Contracting Entity may:
      - in the event of termination of the Contract due to the fault of the Contractor – request payment of the contractual penalty amounting to 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 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 counting from the agreed date of order execution, but no more than 5% of the net price. The Contracting Entity reserves the right to claim additional compensation on general principles.

10. Terms of Delivery - DAP Tele-Fonika Kable S.A. - Kraków, ul. Wielicka 114 , 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 of this Request for Proposal.
2. 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 the points awarding method	Criterion importance	Max. score
1.	Net flat-rate price (The price shall take into account the purchase and delivery, including the transport of the subject matter of the contract, costs of its installation and start-up, the costs of the preparation of the required documentation). (Currency to be defined by the Tenderer)	Pc – the number of points in terms of price C min -lowest price out of all proposals C bad – price of the examined proposal Method of awarding points: Pc=(C min/C bad) × 100 points × criterion importance	0,50	50 points
2.	Period of order execution (in full months)	Pt – number of points in terms of the period of order execution T min – the lowest number of months out of all submitted proposals T bad – number of months defined in the examined proposal Method of awarding points: Pt=(T min/T bad) × 100 pkt × criterion importance Maximum period of order execution shall be 12 months. **Proposals with the period of order execution longer than 12 months shall be rejected.**	0,20	20 points

3.	Guarantee period (in full months)	PPg – the number of points in terms of guarantee G bad – the number of months indicated in the examined proposal G max – the highest number of months out of all submitted proposals Method of awarding points: Pg=(G bad/G max) × 100 points × criterion importance The minimum warranty period is 12 months. **Proposals with the warranty period of less than 12 months are subject to rejection.** Regardless of the warranty given, the Contracting Entity has the right to exercise powers with respect to the warranty for defects of the subject matter of the contract	0,10	10 points
4.	Time needed for failure removal in terms of electronics and instrumentation (in calendar days) *Fulfilment of this criterion is understood as the nuber of calendar days starting from the acceptance of notification by the Supplier until the time of restoring full functionality of the device*	Pa –number of points in terms of number of days needed for removal of failure regarding electronics and instrumentation A min – the shortest time of removal of failure in terms of electronics and instrumentation from among submitted proposals A bad – time of failure removal in terms of electronics and instrumentation in the examined proposal Method of awarding points: Pa =(A min/ A bad) × 100 points × criterion importance Maximum allowable time of failure removal in terrms of electronics and instrumentation is 7 days. **Proposals with time necessary of failure removal longer than 7 calendar days shall be rejected.**	0,20	20 points
The maximum number of points possible to obtain under the mandatory criteria::				**100 points**

1. 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** 2. 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. 3. During the examination and evaluation of proposals, the Contracting Entity may ask the Tenderers to provide additional explanations on submitted proposals. 4. It is impossible to submit variants. Partial proposals shall not be accepted. 5. 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 this case, the Contracting Party shall request the Tenderers, via the electronic means of communication, to provide additional information on the impact on the environment and climate.	

V. TIME AND PLACE FOR SUBMISSION OF PROPOSALS

1. The deadline for submission of proposals is 12th of June, 2019 at 9.00 o'clock.
2. The proposals shall be submitted:
   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 via e-mail to the following address: oferty@tfkable.com
3. In the case of Proposals submitted via standard mail, of crucial importance for the assessment for keeping the above time limit shall be the date and time of the reception of the proposal by the Contracting Entity.
4. No other form of proposal submission than the one defined in section V.2. above shall be accepted.
5. In the proposal please provide information regarding: full name, position, as well as the email address to the person from the side of the Tenderer appointed to contact in the matters related to the submitted Proposal.

VI. 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 technical specification of the subject matter of the contract and all required information.
3. The proposal validity period shall be 6 **months from the date of 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 Proposal shall be complete, e.g. include the following attachments:
   a) Model proposal form constituting Annex no. 1 to the request for proposal together with technical specification of the subject matter of the contract
   b) Annex no. 2 Model statement on absence of personal or capital ties with the Contracting Entity,
   c) Annex no. 3 Model statement of the Tenderer confirming compliance with the conditions for participation in the proceedings together with appropriate evidence confirming the required experience and proper execution of applicable works.

7. The Contracting Entity shall not allow for submission of partial proposals. The Contracting Entity shall not allow for submission of variants. Partial proposals and variants will 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, technical specification of the subject matter of the contract
   - completing documentation in case of absence of annex no. 2 and 3, including the required evidence that all the past works were properly executed.
10. The Contracting Entity shall set a time limit for providing the missing information/documents. Failure to provide the documents by the deadline specified by the Contracting Entity shall result in a rejection of the proposal.
11. During the stage of proposals analysis and assessment, the Contracting Entity shall have the right to request from Tenderers additional information and clarifications regarding submitted proposals, especially with regards to observed inconsistencies.
12. 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 REGARDING PARTICIPATION OF 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 guarantee period shorter than 12 months shall be rejected,
   b) Proposals with time of failure removal in terms of electronics and instrumentation longer than 7 calendar days shall be rejected.
4. The proposal with the declared period of execution of the contract longer than 12 months shall be rejected.
5. Proposals with the validity period of less than 6 months shall be rejected.
6. In order to ensure the proper execution of the subject matter of the contract, selected Contractor will be required to provide the third-party liability insurance for the subject matter of the contract of the net value not lower than the net value of the subject matter of the contract;
   Failure to provide documents shall result in the inability to sign the contract/execute the contract with the selected Contractor.
7. he contract may be awarded to those Tenderers who meet the following conditions:
   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 3 installations of similar nature, i.e. equipment dedicated for production of halogen-free materials equipped with the system of gravimetric material feeding, twin-screw extruder, system for screen replacement, and air granulation system, the

output of which was from 500 kg/h to 2000 kg/h, in order to implement it in the business of the end user of the installation.
This condition shall not be considered as fulfilled if the installation was delivered to a given entity for further resale.

c) They have technical capabilities to perform the contract and shall declare that they agree to the inspection of technical capabilities and measures regarding quality control that they shall use during contract realization by the contracting entity.
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 Tenderer's declaration – Annex no. 3 to the request for proposal supported by evidence confirming required experience and proper execution of works.
The Contracting Entity reserves the right to contact customers indicated in the Annex no. 3 for additional information or to request documents to confirm the reliability of submitted declarations.

8. The Tenderer shall be **excluded** from the proceedings in the event of 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 or stocks,
   c) acting as a member of the supervisory or management board, proxy, or attorney,
   d) remaining in such a legal or factual relationship that may raise justified doubts about the imparity of the selection of the Contractor, 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 Tenderer is obliged to annex a statement on absence of personal or capital ties with the Contracting Entity to the proposal as per the form that constitutes Annex 2 to this Request for Proposal.
10. The Tenderer certifies on the form of the proposal, which constitutes Annex 1 to this Request for Proposal that they are familiar with the list of documents necessary to sign the contract/execute the contract, which may be found in Annex 4 to this Request for Proposal and undertake to provide the documents in the event their proposal is selected before signing the contract/during execution of the contract. Failure to provide the documents referred to above shall result in inability to sign/execute the contract with the selected Tenderer.
11. Failure to comply with at least one of the conditions for participation shall result in exclusions of the Tenderer from the tender awarding procedure. Therefore, the Proposal submitted by such a Tenderer shall be deemed rejected.
12. The Contracting Entity shall assess 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 required documents were attached to the proposal 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 defined in the Request for Proposal, shall result in the exclusion of the Tenderer from participation in the proceedings and rejection of the proposal.

VIII. DESCRIPTION OF THE PRICE CALCULATION METHOD

1. The Tenderer is obliged to provide a flat-rate price for the execution of the subject matter of the contract, in accordance with the proposal form with a division into the net and gross flat-rate price (if applicable).

2. The flat-rate price shall include the purchase along with the delivery of the subject matter of the contract, its transport, costs of installation and start-up, as well as costs of preparation of required documentation.
3. The price given in the proposal is to be expressed in any currency, provided that the information about the currency is included in the proposal form issued by the Tenderer. The price is to take into account all the requirements of this Request for Proposal and include all costs associated with the timely and correct execution of the subject matter of the contract and with all the requirements and guidelines specified 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 execution of the subject matter of the contract is the total flat-rate price without the necessity for the Contracting Entity to make a conversion or any other perform any other activities in order to determine the final price..
5. In a situation where the Tenderer proposes a price in a currency other than PLN, the price shall be converted into PLN at the average exchange rate NBP [*National Bank of* Poland] of the indicated currency, applicable on the day preceding the selection of the proposal.

IX. CONTRACT, TERMS AND CONDITIONS OF CONTRACT AMENDMENT

1. A suitable contract shall be signed with the Contractor selected under the principle of competitiveness.
2. 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 under the project,
    i) due to the downtime and delays caused by the Contracting Entity, which have a direct impact on the timely execution of the subject matter of the contract – by a maximum period of downtime and delays.
3. 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.

4. All changes and additions to the contract concluded with the selected Contractor must be made in the form of written annexes to the contract signed by both parties, under pain of nullity.
5. In the event of selecting a foreign Contractor, the Contract shall be drawn up in English. If the domestic Contractor is selected, the Contract shall be drawn up in Polish.
6. The Contracting Entity provides the possibility to grant the existing Contractor, 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 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 during any stage 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.funduszeeuropejskie.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.funduszeeuropejskie.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 Jakub Sieminski, e-mail: jakub.sieminski@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!

09.05.2019r.
(date and signature)

Annexes:

Annex no. 1 A model form of the proposal and the required statements and declaration together with technical specification of the subject matter of the contract.

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

Annex no. 3 Model statement of the Tenderer confirming compliance with the conditions for participation in the proceedings, along with evidence confirming required experience and proper execution of works.

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

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

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