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Inteligentny Rozwój



**Rzeczpospolita
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Rozwoju Regionalnego



Ekoinstal Holding Spółka z ograniczoną odpowiedzialnością sp. k.
registered address: al. Wojciecha Korfanteo 138, 40-156 Katowice
office: ul. Sztygarska 28, 41-604 Świętochłowice
Email: info@ekoinstal.pl
www.ekoinstal.pl

Ref. No.: 2/10/2018/EKOINSTAL

Świętochłowice, date: 8 October, 2018

**REQUEST FOR PROPOSAL
AND SPECIFICATION OF THE TERMS AND CONDITIONS OF CONTRACT PERFORMANCE
(hereinafter: "RFP&S")**

I invite economic Contractors to place proposals for the delivery, installation and commissioning of a cutting-to-length line, CTL – 1 pc., for Ekoinstal Holding Spółka z ograniczoną odpowiedzialnością sp. k. with its registered address at: al. Wojciecha Korfanteo 138, 40-156 Katowice.

The contract award procedure is conducted in the form of a **request for proposals with the contract value exceeding the equivalent of EUR 209,000 expressed in Polish zloty (PLN) net, i.e. exclusive of VAT.**

Approved on:
8 October, 2018

Signature:

EKOINSTAL
HOLDING

PREZES Zarządu JAN KLUSKO

EKOINSTAL HOLDING

spółka z ograniczoną odpowiedzialnością sp. k.
40-156 KATOWICE, AL. W. KORFANTEGO 138
NIP: 6340000723, REGON: 271006448
T: +48 32 3888 900

www.ekoinstal.pl, info@ekoinstal.pl [1]



1 Name (Company) and address of the Ordering Party

- 1.1 Ekoinstal Holding Spółka z ograniczoną odpowiedzialnością sp. k.
- 1.2 Address: al. Wojciecha Korfanteo 138, 40-156 Katowice
- 1.3 Phone no.: +48 32 388 89 00
- 1.4 E-mail: info@ekoinstal.pl
- 1.5 NIP (VAT no.): 6340000723
- 1.6 Regon: 271008448

2 Contract award procedure

- 2.1 The procedure is conducted in the form of a request for proposals with the estimated contract value exceeding the equivalent of EUR 209,000 expressed in Polish zloty (PLN) net, i.e. exclusive of VAT.
- 2.2 The contract award procedure is conducted by publishing a contract notice based on the stipulations of this RFP&S, in accordance with the principle of competition, in particular on the basis of the provisions of the Law of 23 April 1964 - Civil Code (i.e. Journal of Laws 2016, item 380, as amended), and the Guidelines on the eligibility of expenditure under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for the period 2014-2020, to the extent that they apply accordingly.
- 2.3 Type of contract: supply.

3 Description of the Object of the Contract

- 3.1 The aim of the Request for Proposals is to select a Contractor for the performance of the object of contract for the delivery, installation and commissioning of a cutting-to-length line, CTL – 1 pc., for Ekoinstal Holding Spółka z ograniczoną odpowiedzialnością sp. k. with its registered address at: al. Wojciecha Korfanteo 138, 40-156 Katowice.
- 3.2 Detailed technical description of the Object of the Contract is included in Appendix No. 4 to RFP&S.
- 3.3 The Contractor shall ensure completion of the performance of the contract by the non-extendible deadline of **31 May, 2020**. The contract shall be deemed completed upon signature of a final acceptance protocol. The Ordering Party allows for the possibility of earlier completion.
- 3.4 The Contractor is obliged to offer at least a **24-month** warranty and guarantee for the offered object of the contract, counted from the day following the date of final acceptance, in accordance with the conditions provided for in the List of minimum requirements for the supply contract attached as Appendix No. 1 to RFP&S.
- 3.5 The Contractor must offer terms of payment in compliance with the terms and conditions of the letter of credit, as specified in the List of minimum requirements for the supply contract attached as Appendix No. 1 to RFP&S.
- 3.6 The Ordering Party accepts the possibility of subcontracting a part of the contract. In such a case, the contract should contain a list of the subcontractors and the scope of tasks assigned to them (parts of the contract).
- 3.7 The Contractor shall attach all the documents, declarations, statements and appendices referred to in RFP&S.
- 3.8 Identification of the object of the contract according to the Common Procurement Vocabulary (CPV): 42633000-2 - Bending, folding, straightening or flattening machines.

- 3.9 Partial offers/proposals (i.e. options) will not be accepted.
- 3.10 Variant offers/proposals (i.e. variants) will not be accepted.
- 3.11 The contract performance conditions are also included in the List of minimum requirements for the supply contract, attached as Appendix No. 1 to RFP&S.
- 3.12 Proposals which do not comply with the technical and functional requirements set out in the Appendices to RFP&S will be rejected.

4 Requirements for participation in the procedure and a description of the manner of evaluation of their fulfilment

4.1 Eligible to participate in the procedure are Contractors who:

- 4.1.1 **Have the knowledge and experience necessary to perform the contract,**
- 4.1.2 **Have at their disposal the technical capacity, persons capable of performing the contract and are in an economic or financial situation allowing the performance of the contract.**

The requirements of clauses 4.1.1. and 4.1.2 will be deemed met based on the Contractor's declaration submitted as part of the Proposal Form (items 8 and 9 of the Form).

- 4.1.3 **In the period from 1 January 2010 until today, have delivered at least one CTL straightening /cutting line with a stretch leveler.**

The requirement of clause 4.1.3 will be deemed met based on the Contractor's declaration submitted as part of the Proposal Form (item 10 of the Form).

4.1.4 Are not subject to exclusion from the procedure:

Contractors who have capital or personal ties with the Ordering Party shall be excluded from the procedure, where the term "capital or personal ties" shall be understood as mutual relations between the Ordering Party or persons authorized to make commitments on behalf of the Ordering Party, or persons performing, on behalf of the Ordering Party, activities related to the preparation and performance of the Contractor selection procedure, and the Contractor, consisting in particular in:

- 1) participating in the company as a partner in a partnership or civil law partnership,
- 2) holding at least 5 % of shares,
- 3) performing the function of member of the supervisory or management board, proxy, or a holder of power of attorney
- 4) being in such a legal or factual relationship, which may give rise to justified doubts as to the impartiality in the contractor's selection, in particular being in a marital relationship, a relationship of kinship or lineal or collateral affinity up to the second degree, or in a relationship as an adoptive parent, custodial parent or guardian.

To confirm absence of grounds for the exclusion of the Contractor from the procedure, the Contractor shall submit a Statement on absence of capital and personal ties with the Ordering Party in accordance with the templated attached to RFP&S (Appendix No. 3).

- 4.2 Contractors who do not meet the conditions referred to in clause 4.1 shall be excluded from the procedure.
- 4.3 Contractors may jointly tender for the award of the contract. In such a case, the Contractors shall appoint a proxy to represent them in the contract award procedure or to represent them in the contract award procedure and to enter into the contract. All



correspondence with contractors applying jointly for the award of the contract shall be conducted exclusively with the above-mentioned proxy.

- 4.4 Contractors jointly applying for the award of the contract should jointly meet the conditions for participation in the procedure and submit documents confirming that they meet those conditions.
- 4.5 The terms and conditions set forth in RFP&S regarding the Contractor shall apply accordingly to the Contractors acting jointly, i.e. consortia.

5 List of statements, declarations or documents to be provided by Contractors in order to confirm their fulfilment of the requirements for participation in the procedure and other required documents

- 5.1 To confirm absence of grounds for the exclusion of the Contractor from the procedure, the Contractor shall submit:
- 5.1.1 the documents and statements/declarations referred to in clause 4.1. and other documents indicated in RFP&S.
- 5.2 The documents shall be submitted in the Polish or English language.

6 Information on the method of communication between the Ordering Party and the Contractors, and provision of declarations or documents, as well as indication of persons authorized to communicate with the Contractors.

- 6.1 In the present procedure, all statements, applications, notifications and information shall be submitted by the Ordering Party and the Contractors in writing, by fax or e-mail, with the exception of the Proposal, which must be submitted in writing in a closed envelope, at the place and by the date indicated for the submission of Proposals. Documents signed by a person(s) authorized or empowered to act on behalf of the Contractor, scanned and sent as attachments, shall be deemed to be the e-mail form of communication. In the case of statements, requests, communications and information sent by fax or electronic means, each Party shall, upon request of the other Party, immediately acknowledge receipt thereof. Contact details of the Ordering Party are indicated in clause 1.
- 6.2 The Contractor may request the Ordering Party to provide clarification of RFP&S, and the Ordering Party shall provide the clarification immediately, provided that the request for clarification of RFP&S was received by the Ordering Party no later than by the end of the day on which half of the time limit set for the submission of Proposals expires.
- 6.3 If a request for clarification of RFP&S is received after the deadline for the submission of the request referred to in clause 6.2 or if it concerns clarifications that have already been provided, the Ordering Party may provide clarifications or leave the request unanswered, however, the possible extension of the deadline for the submission of Proposals shall not affect the deadline for the submission of the request.
- 6.4 The Ordering Party shall provide the clarifications and/or questions and answers to all Economic Contractors simultaneously, by placing them on the website where the RFP&S was published, without disclosing the source of the enquiry.
- 6.5 This Request For Proposals may be changed before the deadline for the submission of Proposals specified in the RFP. In that case, the time limit for the submission of

- 9.9 The Contractor shall place the Proposal in an envelope marked with the name and address of the Ordering Party and described in the manner indicated in clause 10.2 of RFP&S.
- 9.10 The Contractor may amend or withdraw its Proposal only before the deadline for the submission of Proposals and provided that the Ordering Party receives a written notification of the amendment or withdrawal of the Proposal before the deadline for submission. Such a notification must be described as indicated in clause 9.9 and additionally marked with the word "AMENDMENT" or "WITHDRAWAL".
- 9.11 Any amendments or changes to the content of the Proposal must be dated and initialled by the undersigned person(s).
- 9.12 No information shall be disclosed that constitutes a business secret within the meaning of the provisions on combating unfair competition, provided that the Contractor, no later than by the Proposal submission deadline, has stipulated that such information cannot be disclosed and has demonstrated that it constitutes a business secret. At the same time, the Ordering Party informs contractors that for the purpose of control or settlement of accounts concerning the contract in question, performed by persons or entities authorized to do so, the Ordering Party reserves the right to disclose information constituting a business secret within the meaning of the provisions on combating unfair competition, if necessary.

10 Place and date of submission and opening of Proposals

- 10.1 Proposals shall be submitted in a hard copy (paper) to the Ordering Party 's address: Ekoinstal Holding Spółka z ograniczoną odpowiedzialnością sp. k., ul. Sztygarska 28, 41-604 Świętochłowice, **by 9 November 2018, 15:00 hrs (local time).**
- 10.2 The Contractor shall place the Proposal in an envelope addressed to the Ordering Party, as indicated in 10.1. above; the envelope shall be marked as follows: "Proposal for the delivery of a cutting-to-length line, CTL – 1 pc., to Ekoinstal Holding Spółka z ograniczoną odpowiedzialnością sp. k.; Ref. no.: 2/10/2018/EKOINSTAL – DO NOT OPEN BEFORE 9 November, 2018, 15:05 hrs" and shall stamp the envelope with the Contractor's address stamp.
- 10.3 The date of delivery of the Proposal shall be deemed the date of its dispatch, provided that an e-mail message is sent (to the addresses indicated in clause 6.7), accompanied by a confirmation of dispatch of the Proposal, no later than by the date indicated in clause 10.1.
- 10.4 Proposals submitted after the deadline shall not be considered.

11 Description of the price calculation method

- 11.1 The price of the Proposal should be indicated in the Proposal Form attached as Appendix no. 2 to the Request For Proposal.
- 11.2 The price of the Proposal must be a lump sum, inclusive of all costs connected with proper and timely performance of the object of the contract, including the sale, transport, delivery and installation of the equipment, a quality warranty and the assurance that the line will operate without interruption.
- 11.3 The flat-rate price of the Proposal shall be expressed in Polish zloty (PLN), Euro (EUR) or US dollar (USD) and calculated to two decimal places.



Proposals shall be extended by the time necessary to make changes to the Proposals, if it is necessary due to the extent of the changes made.

6.6 The procedure for the award of the contract is conducted in the Polish or English language.

6.7 Persons authorized to contact the Contractors:

Jan Klusko – President of the Management Board

mobile phone no. +48 501 312 014; Email: janklusko@ekoinstal.pl

and Sebastian Świerczyński - Director of Production and Warehousing,

mobile phone no. +48 519 407 060; Email: sswierczynski@ekoinstal.pl

All correspondence must be sent by the Economic Contractors to both of the above persons at the same time.

7 Requirements for a bid bond

The Ordering Party does not provide for the necessity for the Contractors to lodge a bid bond.

8 Term of Proposal validity

8.1 Proposals shall be binding for 90 days.

8.2 The Proposal validity period shall commence upon expiry of the Proposal submission deadline.

9 Description of the method of Proposal preparation

9.1 A Contractor is allowed to place only one proposal for the object of the contract.

9.2 The content of the Proposal must be consistent with RFP&S.

9.3 The Proposal and the appendices thereto, which form an integral part of the Proposal, must be drawn up by the Contractor in accordance with the provisions of this RFP&S.

9.4 The Proposal shall be drawn up in line with the "Proposal Form" template and its appendices forming an integral part of RFP&S. The Proposal shall be filled in a legible manner.

9.5 It is required that all pages of the Proposal, including appendices, are signed by a person(s) authorized to make declarations of will on behalf of Contractors; **as evidenced of which, the Contractor is obliged to attach appropriate documents (excerpt from the commercial register, power of attorney, etc.).**

9.6 The Contractor is obliged to indicate in the Proposal data which in an unambiguous way identify the offered item, including, in particular, the name of the manufacturer, name and type of the equipment, its symbol and model, and attach a technical and/or functional description (technical specification) or catalogue(s) (brochure/s) of the manufacturer (indicating, in particular, the offered type, model, manufacturer, catalogue number, product characteristics and other relevant issues), allowing for full and unambiguous assessment of compliance of the offered equipment and its parameters with the requirements of RFP&S.

9.7 To be valid, the Proposal must be submitted in writing.

9.8 It is recommended that all written pages of the Proposal, including all attachments, are numbered consecutively and permanently joint together.



11.4 If the price is quoted in Euro (EUR) or US dollars (USD), the Ordering Party shall convert the price into Polish zlotys (PLN) at the average exchange rate of the National Bank of Poland as at the date of opening the Proposals. In order to compare the Proposals, the Ordering Party will assume the net prices proposed by each Bidder.

11.5 Settlement of accounts between the Contractor and the Ordering Party shall be made in Polish zlotys (PLN), euros (EUR) or US dollars (USD), depending on the currency in which the best bid has been placed.

12 Description of the criteria that the Ordering Party will follow in selecting the Proposal, including the weight of these criteria and the method of evaluating the Proposals

12.1 The Ordering Party shall only evaluate Proposals which are not subject to rejection and have been placed by Contractors who are not subject to exclusion from the procedure. The Ordering Party shall evaluate the Proposal in terms of the specific parts of the contract, according to the following criteria:

- 12.1.1 Price – 65 points
- 12.1.2 Warranty period – 10 points
- 12.1.3 Line capacity - 10 points
- 12.1.4 Contract completion date – 10 points
- 12.1.5 Contract performance bond – 5 points

The maximum score that a Contractor can achieve for all the above criteria is 100 points.

1) Points awarded for the 'price' criterion will be calculated according to the formula:

$$C = (C_{min} : C_o) \times 65$$

where:

C - the number of points awarded to the Proposal for the price,

C_{min} – the lowest price of all Proposals,

C_o – the price proposed by the Contractor, for which the final score is being calculated.

Thus, the maximum score that a Contractor can achieve for the 'price' criterion is 65.

2) Points awarded for the 'warranty' criterion for the entire contract will be calculated according to the formula:

$$G = ((G_o - 24) / 36) \times 10$$

where:

G - the number of points awarded to the Proposal for the warranty,

G_o – the warranty indicated by the Contractor in months, for which the final score is being calculated.

A warranty period for the entire contract awarded over 60 months will not be additionally scored, and will be replaced in the formula by 60.

Thus, the maximum score that a Contractor can achieve for the 'warranty' criterion is 10.

3) Points awarded for the 'Line capacity' criterion will be calculated according to the formula:

$$W = (W_o : W_{max}) \times 10$$

where:

W - the number of points awarded to the Proposal for the capacity of the Line,

W_{max} – the highest capacity among valid Proposals,

W_o – the capacity of the Line proposed by the Contractor, for which the final score is being calculated.

It is required that the line capacity should be provided in tons, as provided for in clause 3(c) of Appendix no. 4 to RFP&S (technical specification), for the material cut during an uninterrupted operation of the line for 1 hour.

The maximum score that a Contractor can achieve for the 'Line capacity' criterion is 10.

- 4) Points awarded for the 'Contract completion date' criterion will be calculated following the principle:

T - the number of points awarded to the Proposal for the 'Contract completion date',

where each shortening of the Contract completion date by 14 days from the date of November 30, 2019, results in the award of 2 points, however, the maximum score that a Contractor can achieve for the 'Contract completion date' criterion is 10.

- 5) Points awarded for the criterion: 'Contract performance bond', understood as a bank or insurance performance guarantee of proper operation of the object of the contract within the warranty period, will be calculated according to the formula:

$$GNWU = (GNWU_o : GNWU_{max}) \times 5$$

where:

GNWU - the number of points awarded to the Proposal for the 'Contract performance bond',

GNWU_{max} – the highest percentage value of the performance bond of all valid Proposals,

GNWU_o – the percentage value of the performance bond provided by the Contractor for whom the score is being calculated.

The percentage value of the performance bond shall be provided in % in relation to the net value of the object of Contract indicated in the Proposal.

Thus, the maximum score that a Contractor can achieve for the 'Contract performance bond' criterion is 5.

12.2 After the Proposals are evaluated, the points awarded by the evaluation committee for each criterion will be added up. This sum will constitute the final evaluation (i.e. the score) of the Proposal.

12.3 All calculations of the score shall be made to two decimal places.

12.4 A Proposal with the highest total score will be considered the most advantageous. In the case of equal scores, the price is the decisive factor, i.e. a Proposal with the lowest price will be considered the best.

12.5 When examining and evaluating Proposals, the Ordering Party may request explanations from the Contractors regarding the content of their Proposals.

12.6 The Ordering Party shall call on the Contractors who have not submitted the declarations or documents, or powers of attorney required by the Ordering Party within the specified time limit, or who have submitted such declarations or documents or powers of attorney with errors, to submit them within the specified time limit, not shorter than 3 business days, unless, despite their submission, the Proposal of a Contractor is subject to rejection or it would be necessary to cancel the procedure.

12.7 The Ordering Party shall correct any typographical, accounting or other errors in the Proposal, and shall notify the Contractor thereof.

When submitting a Proposal, the Contractor shall inform the Ordering Party whether the selection of the Proposal will lead to a tax obligation on the side of the Ordering Party, indicating the name of the goods or services whose supply or provision leads to such obligation.

12.8 If a Proposal is placed which, if selected, would result in a tax obligation for the Ordering Party under the Value Added Tax regulations, the Ordering Party shall, in order to evaluate such a Proposal, add to its price the value added tax which the Ordering Party would be obliged to account for in accordance with the regulations.

12.9 The Ordering Party shall reject a Proposal (in particular) if:

12.9.1 its content does not correspond to the content of this Request for Proposal, in particular, if the offered object of contract is inconsistent with the requirements described in RFP&S, subject to the provisions of this RFP&S;

12.9.2 its submission constitutes an act of unfair competition within the meaning of the regulations on combating unfair competition;

12.9.3 contains errors in the price calculation, which cannot be corrected;

12.9.4 is invalid based on other regulations.

12.10 Where the most advantageous proposal cannot be selected because two or more Proposals have the same score for the price and other evaluation criteria, the Ordering Party shall choose the Proposal with the lowest price.

13 Contract award or its invalidation

13.1 The Ordering Party will award a contract to a Contractor or Contractors whose Proposal meets all the requirements specified in this Request for proposals and has been judged to be the most advantageous on the basis of the above-mentioned evaluation criteria.

13.2 The Ordering Party reserves the right to cancel, terminate or invalidate the procedure at any time.

13.3 The Ordering Party does not provide for an appeal procedure. The selection of the most advantageous Proposal shall be the final.

13.4 In cases referred to in clauses 13.2 and 13.3 above, Contractors shall not be entitled to any claims for damages against the Ordering Party, nor shall they be entitled to any reimbursement of costs related to the preparation and submission of the Proposal.

13.5 After selecting the most advantageous Proposal, the Ordering Party shall notify via e-mail the Contractors who submitted their Proposals of the score, together with information about the selection of the most advantageous Proposal.

13.6 The Ordering Party will place an announcement containing the information specified in clause 13.5 on the websites where RFP&S has been published.

13.7 If the Contractor whose Proposal has been selected evades the conclusion of the contract, the Ordering Party may select the most advantageous Proposal from among the remaining proposals without re-examining and re-evaluating them, unless there are grounds for invalidating the procedure.

13.8 In the event that does no proposal is received despite the publication of the RFP&S, it is permissible to sign a contract with a contractor selected without following the competitive procurement procedure.





14 Information on the formalities to be met after the selection of a Proposal in order to conclude the contract

- 14.1 After completion of the procedure, the Contractor whose Proposal has been selected as the most advantageous shall sign a contract with the Ordering Party at the time and place indicated by the latter.
- 14.2 If a Proposal is selected of Contractors who have placed the Proposal jointly (consortia, civil law partnerships), the Ordering Party may request presentation, prior to the conclusion of the contract, of an agreement governing the cooperation of such Contractors. Contractors applying jointly for the award of a contract shall be jointly and severally liable for the performance of the contract.
- 14.3 The Ordering Party requires a contract to be concluded on the basis of the List of minimum requirements for the supply contract attached as Appendix No. 1 to RFP&S.

15 Terms and conditions of amendments to the contract concluded following a public procurement procedure

The Ordering Party provides for the possibility to amend the concluded contract in the cases indicated in Chapter 6.5.2 of the Guidelines on eligibility of expenditure under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for the years 2014-2020, as well as in the following cases:

- 15.1 with regard to the remuneration due to the Contractor - in the case of a change of the applicable VAT rate;
- 15.2 a change of commonly applicable regulations affecting the object and the manner of performance of the Contract;
- 15.3 if, as a result of circumstances which could not have been foreseen at the time of concluding the Contract, it is necessary to extend the deadline for the Contract completion, in particular in the case of delays in the performance of the Contract, if such change is advantageous to the Ordering Party or is necessary for the proper performance of the Contract;
- 15.4 if, as a result of circumstances which could not have been foreseen at the time of concluding the Contract, it is necessary to change the parameters of the Equipment or the manner of Contract performance, including, in particular, in the case of:
- 15.4.1 the possibility of applying technological or technical solutions newer and more beneficial to the Ordering Party than those existing at the time of signing the Contract;
- 15.4.2 a necessity to change the places of delivery and services under the quality warranty as a result of organisational changes and/or changes in the Ordering Party's addresses.

16 Requirements concerning a contract performance bond

The Ordering Party does not provide for a necessity to lodge a contract performance bond. At the same time, lodging of a contract performance bond understood as a guarantee of proper operation of the object of the contract within the warranty period is one of the criteria for Proposal selection, as described in detail in clause 12.1 of RFP&S. In the case of offering such a guarantee, the Contractor shall present a bank or insurance performance bond valid within the warranty period for the proposed amount of not more than 10% of the contract net value.

17 Information on processing personal data of Contractors being natural persons

Ekoinstal Holding Spółka z ograniczoną odpowiedzialnością sp. k. (hereinafter: "Ekoinstal" or "Controller"), with its registered address at: al. Wojciecha Korfatego 138, 40-156 Katowice, NIP (VAT no.): 6340000723, REGON: 271008448, KRS (National Court Register): 0000593541 (contact details of the data protection officer: +48 519 407 060, e-mail: sswierczynski@ekoinstal.pl), informs you that Ekoinstal is the Controller of your personal data provided to the Controller in connection with your participation in the contract award procedure on the basis of a Request for Proposals (procedure Ref. No. 2/10/2018/EKOINSTAL), including, in particular, personal data disclosed in the Proposal as well as in the awarded contract (in case of its conclusion), including: your first name, surname (last name), PESEL (Personal Id. No.), NIP (VAT no.), REGON (Business Statistical No.), E-mail address, telephone number, registered office address, contact address, and information concerning your qualifications, knowledge and/or experience.

Your personal data will be processed by the Controller on the basis of the following legal grounds and as part of execution of the following purposes:

- personal data will be processed based on Art. 6, para. 1, point (b) of GDPR, for the purpose of conducting a procedure to select the Contractor for the contract specified in the Request For Proposals and, in the case of a Contractor whose Proposal is considered the best, for the purpose of entering into the contract to which the Request For Proposal relates;
- personal data will also be processed in order to fulfill the legal obligations of the Controller (Art. 6, para. 1 point (c) of GDPR) resulting from the relevant laws (including tax law regulations and accounting regulations) for the purposes of tax settlements and accountancy;
- the personal data provided will be processed since it is necessary for the achievement of the purposes of the legitimate interests pursued by the controller (Art. 6, para. 1 point (f) of GDPR), which include the determination and enforcement of claims, making and defending claims, as well as fulfilling obligations under the co-financing agreement concluded with the institution providing the co-financing.

In addition, the Controller informs you that:

- the provision of personal data by you is voluntary, but necessary in order for you to participate in the procedure and, if your Proposal is chosen as the most advantageous one, also for the conclusion of an awarded contract (failure to provide such data will prevent you from participating in the procedure and from concluding the awarded contract);
- you have the right to request from the controller access to and rectification or erasure of personal data or restriction of its processing, as well as the right to data portability;
- you have the right to object to processing your personal data to the extent that such data is processed for the purposes of the above-mentioned legitimate interests of the controller;
- in order to exercise any of your rights, please send your request to: sswierczynski@ekoinstal.pl;
- the Controller will process your personal data throughout the duration of the contract award procedure, the duration of the EU project, and within the required 10-year period of storing the documentation relating to the project under which this Request



For Proposals is published (this period expires on 31 August, 2028); personal data may also be processed during the period of statute of limitations of possible claims, as well as with regard to data the processing of which results from a legal obligation of the controller; your data will be processed throughout the period necessary for the proper performance of such legal obligation (in particular tax and accounting obligations); in the event of filing an objection to processing, resulting in the obligation to cease processing personal data, the personal data are processed until an objection is lodged;

- you have the right to lodge a complaint with a supervisory authority if you believe that the processing of your personal data breaches the regulations concerning personal data protection;
- your personal data may be disclosed to the following categories of recipients, subject to the legal requirements: entities providing advisory services and IT support for the Controller, as well as the institution granting co-financing or controlling the project.

18 List of Appendices:

Appendix no. 1 – List of minimum requirements of the supply contract

Appendix no. 2 – Proposal Form

Appendix no. 3 – Statement on absence of personal or capital ties

Appendix no. 4 – Technical Specification



Appendix No. 1 to the Request For Proposal

List of minimum requirements for the supply contract

I. Object of the Contract

1. The object of the contract is the delivery of a cutting-to-length line, CTL - 1 pc., to Ekoinstal Holding Spółka z ograniczoną odpowiedzialnością sp. k., with its registered address at: al. Wojciecha Korfanteo 138, 40- 156 Katowice, in accordance with the detailed description of the object of the contract included in the technical specification.
2. The Contractor shall perform the contract with the utmost professional care.
3. The Contractor is obliged to cooperate with the Ordering Party, including to provide the latter with current information on the progress in the production and delivery of the equipment.

II. Date and place of delivery

1. The Contractor shall ensure the performance of the contract by the non-extendible deadline of 31 May 2020, however, the Ordering Party allows for the possibility of earlier delivery. The Contractor shall agree with the Ordering Party in advance the exact date and time of delivery.
2. The equipment covered by the contract shall be delivered to the manufacturing site of Ekoinstal Holding Spółka z ograniczoną odpowiedzialnością sp. k., located at: ul. Sztygarska 28, 41-604 Świętochłowice.

III. Delivery and acceptance procedures

1. The equipment covered by the contract will be delivered together with the necessary fittings/auxiliaries to enable commissioning and usage of the equipment.
2. The equipment covered by the contract will be new, unused, free of physical defects and in compliance with the CE requirements applicable for the area of the European Union.
3. Along with the equipment covered by the contract, the Contractor shall deliver operating or user manuals, repair and operation manuals in Polish and English, as well as warranty forms of the manufacturer.
4. The equipment covered by the contract shall be subject to acceptance procedures. The following protocols of the acceptance procedure shall be drawn up in writing:





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- delivery completion protocol,
- line commissioning protocol (final acceptance protocol).

IV. Quality warranty

1. As part of the proposed price, the Contractor shall grant the Ordering Party a quality warranty for the equipment for the period specified in the Contractor's Proposal, however, for not less than 24 months from the date of signing the final acceptance protocol. As part of the quality warranty, the Contractor is obliged to remove any defects of the equipment, including to pay the costs of parts, delivery and replacement of the equipment in order to ensure uninterrupted operation of the line.
2. In order to guarantee uninterrupted operation of the line during the warranty period, the Contractor shall ensure that the downtime in the line operation for reasons attributable to the Contractor shall not exceed 160 hours per year (4%) with a two-shift operation system.

In the case of exceeding the above-mentioned downtime, the Ordering Party has the right to charge contractual penalties in accordance with Section VI.6.

V. Price and terms of payment

1. The total remuneration to be paid to the Contractor for the execution of the contract shall be in accordance with the price proposed by the Contractor in its quotation.
2. The remuneration shall be a lump sum and shall cover all costs connected with due performance of the object of the contract, including the construction, transport, installation and commissioning of the line, and its delivery to the indicated place in accordance with Incoterms 2010, DDP Świętochłowice, street address: Sztygarska 28.
3. The Contractor must offer the following terms of payment:
 - a. advance payment of not more than 15% of the contract value, payable in accordance with the provisions of the letter of credit (specified in item 4);
 - b. payment of not more than 60% of the contract value, payable in accordance with the provisions of the letter of credit (specified in item 4);
 - c. payment of not less than 25% of the contract value, payable in accordance with the provisions of the letter of credit (specified in item 4).
 - d. The letter of credit will be delivered to the Contractor within 7 days from the date of contract signature. The cost of opening the aforementioned letter of credit shall be borne by the Ordering Party. Any possible costs of authentication of the letter of credit by the Contractor's bank shall be paid by the Contractor.
4. Terms and conditions of the letter of credit – List of documents required to be submitted to initiate the payment process:

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- a. first payment – advance in an amount of not more than 15% of the contract value:
 - a duly signed and stamped pro-forma invoice issued by the Contractor to the Ordering Party, including one (1) original and one (1) copy
 - advance repayment guarantee;
- b. second payment - advance in an amount of not more than 60% of the contract value:
 - a duly signed and stamped commercial invoice issued by the Contractor to the Ordering Party, including one (1) original and one (1) copy
 - packing list – 1 original and 1 copy
 - certificate of origin – 1 original
 - (3/3) non-negotiable copies of clean shipped on board combined bills of lading issued to the order of and blanc endorsed, showing applicant as notify party, marked 'freight prepaid'
 - declaration issued by the carrier certifying that the goods were delivered (and on what date) to applicant;
- c. final payment - payment of not less than 25% of the contract value:
 - a duly signed and stamped commercial invoice issued by the Contractor to the Ordering Party, including one (1) original and one (1) copy
 - Acceptance Protocol signed by both parties without any mentions of defects, faults, errors or discrepancies, including one (1) original and one (1) copy
 - A bank or insurance performance bond valid until the end of the warranty period for the amount specified in the Proposal, provided that the Contractor has offered to submit such a bond.

Payments shall be effected within 30 days after presentation of the documents.

- 5. Settlement of accounts between the Contractor and the Ordering Party shall be made in Polish zlotys (PLN), euros (EUR) or US dollars (USD), depending on the currency in which the best bid has been placed.

VI. Liability and contractual penalties

- 1. The Contractor is liable for timely and due performance of the contract.
- 2. Due to the fact that the implementation of the CTL line is covered by public aid, the Ordering Party reserves the right to charge contractual penalties.

3. In the case of a delay in the performance of the object of the contract due to reasons attributable to the Contractor, the Contractor shall pay the Ordering Party a contractual penalty amounting to 0.33% of the net value for each day of the delay.
4. In the case of contract termination due to reasons attributable to the Contractor, the Contractor shall pay the Ordering Party a contractual penalty amounting to 10% of the total net value of the contract.
5. The Contractor's liability under the above-mentioned contractual penalties clause is limited to the amount equal to 10% of the total net value of the contract (the limit of contractual penalties).
6. The penalty referred to in Section IV.2 shall amount to EUR 120 per hour of exceeding the time limit, however not more than 1800 EUR / day.

VII. Contract termination

If, for reasons attributable to the supplier, completion of the object of the contract by 30 June 2020 is not possible, the recipient has the right to withdraw from the contract without setting an additional deadline.

In the event of withdrawal from the contract, the Contractor shall not be entitled to any remuneration, in particular by initiating payment under the letter of credit.

VIII. Subcontractors

1. To perform the contract, the Contractor may use third parties, including subcontractors. The use of subcontractors' services requires prior notification and acceptance by the Ordering Party of the subcontractor whose services the Contractor intends to use. The Contractor shall be held liable for the actions of third parties, including the subcontractors involved in the performance of the contract, as if for its own actions or omissions.
2. The Contractor shall ensure that the use of subcontractors or other third parties in the performance of the contract does not extend the period of the contract performance.
3. The Contractor shall ensure that persons involved in the performance of the contract have appropriate qualifications.





Appendix No. 2 to the Request For Proposal

PROPOSAL FORM

ORDERING PARTY:

Ekoinstal Holding Spółka z ograniczoną odpowiedzialnością sp. k.
registered address: al. Wojciecha Korfanteo 138, 40-156 Katowice
office: ul. Sztygarska 28, 41-604 Świętochłowice

Contractor's (Company) name –

.....,
Registered address –

.....,
Mailing address –

.....,
Phone no. -; fax -

E-mail:

NIP (Taypayer's ID Number)/ VAT no. -

REGON (Statistical Business Number) -

Further to the contract notice and specification for the selection of a Contractor for the delivery, installation and commissioning of the CTL (cutting-to-length line) – 1 pc., for Ekoinstal Holding Spółka z ograniczoną odpowiedzialnością sp. k. with its registered office at: al. Wojciecha Korfanteo 138, 40-156 Katowice (Ref. No.: 2/10/2018/EKOINSTAL):

- 1) We offer to perform the object of the contract for a total net amount of (PLN/EUR/USD)* plus the VAT due in the amount of * %, i.e. a total gross amount of (PLN/EUR/USD)* (say:(PLN/EUR/USD)*),
- 2) We offer to complete the contract **by ...*** (no later than by 31 May 2020). The contract shall be deemed completed upon signature of the final acceptance protocol.
- 3) We declare that we offer a quality warranty for the entire object of the contract, which meets the conditions and requirements resulting from RFP&S, in particular with regard to their period, scope and form of implementation:
 - we offer a warranty period for the entire object of the contract of* months,
- 4) We offer to submit a bank or insurance performance bond, understood as a guarantee of proper operation of the object of the contract within the warranty period, for the amount of ...*% (maximum 10%) of the proposed net value of the object of the contract,



- 5) We guarantee capacity of the Line in accordance with the RFP&S guidelines of not less than ...* t/h (ton/hour),
- 6) We offer the following terms of payment:
- ...* % (not more than 15%) of the remuneration amount shall be paid by the Ordering Party as an advance, in accordance with the provisions of the List of minimum contract requirements (Appendix No. 1 to Request For Proposal and Specification, "RFP&S")
 - ...* % (not more than 60%) of the remuneration amount shall be paid by the Ordering Party in accordance with the provisions of the List of minimum contract requirements (Appendix No. 1 to RFP&S)
 - ...* % (not less than 25%) of the remuneration amount shall be paid by the Ordering Party in accordance with the provisions of the List of minimum contract requirements (Appendix No. 1 to RFP&S).
- 7) We declare that we meet the requirements set forth in RFP&S and that we have become acquainted with RFP&S, and consider ourselves bound by the terms and conditions set forth therein, as well as by the model minimum requirements for the supply contract contained therein.
- 8) We declare that we meet the conditions for participation in the procedure specified by the Ordering Party in RFP&S, clause 4.1.1, which refer to the possession of knowledge, experience and appropriate technical capacity to perform the contract.
- 9) We declare that we meet the conditions for participation in the procedure specified by the Ordering Party in RFP&S, clause 4.1.2, which refer to having at our disposal the technical capacity, persons capable of performing the contract and being in an economic or financial situation allowing for the performance of the contract.
- 10) We declare that we meet the conditions for participation in the procedure specified by the Ordering Party in RFP&S, clause 4.1.3, which refer to the delivery of at least one CTL straightening /cutting line with a stretch leveler in the period from 1 January 2010 until today.
- 11) We declare that we consider ourselves bound by this proposal for the period specified in RFP&S, i.e. 90 days from expiry of the deadline for the submission of proposals.
- 12) We declare that we offer the object of the contract consistent with the requirements and conditions described and specified by the Ordering Party in Appendix No. 4 to RFP&S, as a proof of which we attach the technical and/or functional description (technical specification) or catalogue(s) (brochure/s) of the manufacturer (indicating, in particular, the offered type, model, manufacturer, catalogue number, product characteristics and other relevant issues), allowing for full and unambiguous assessment of compliance of the offered equipment and its parameters with the requirements of RFP&S.
- 13) We declare that we offer the following equipment:

Manufacturer	Type / sort / model / symbol / catalogue number	Other

[Handwritten signature]



- 14) Declaration required from the Contractor concerning the fulfilment of information obligations provided for in Article 13 or Article 14 of the GDPR ¹:

We declare that we have fulfilled the information obligations provided for in Art. 13 or Art. 14 of GDPR with regard to natural persons from whom we have obtained personal data directly or indirectly in order to compete for the award of the contract in this procedure.

In case when the contractor does not provide personal data other than those directly related to it or when the application of the information obligation is excluded pursuant to Art. 13 (4) or Art. 14(5) of the GDPR, the contractor does not submit such a declaration (the declaration shall be deleted e.g. by crossing it out).

- 15) The Proposal consists of* consecutively numbered sheets.

- 16) The following documents are Appendices to this Proposal Form:

Appendix no. 1 – Statement on absence of personal and capital relations,

Appendix no. 2 – Technical specification of the object of the Proposal,

other:*.

Note! The Contractor is obliged to fill in the dotted spaces and/or spaces marked with "*" in the Proposal Form template and in its attachments, in accordance with their content.

Place dated: , 2018.

.....
(stamp and signature of person authorized to
make declarations of will
on behalf of the Contractor)

¹ Regulation (EU) 2016/679 of the European Parliament and of the Council of 26 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ UE L 119 of 04.05.2016, p. 1).

[Handwritten signature]

Appendix No. 3 to the Request for Proposal

(Contractor's Company stamp)

STATEMENT ON ABSENCE OF PERSONAL AND CAPITAL TIES

Submitting a proposal in the procedure of selection of a Contractor for the delivery, installation and commissioning of a cutting-to-length line, CTL - 1 pc., for Ekoinstal Holding Spółka z ograniczoną odpowiedzialnością sp. k. with its registered office at al. Wojciecha Korfańskiego 138, 40-156 Katowice, Ref. No.: 2/10/2018/EKOINSTAL, I/We represent that I am/We are not subject individually, or (in the case of contractors applying jointly for the award of the contract) together with contractors applying jointly for the award of the contract, to exclusion from the contract award procedure on the basis of the following provisions:

In order to avoid conflicts of interest, being aware that contracts awarded by an Ordering Party which is not an entity obliged to apply the Public Procurement Law ("PPL") pursuant to Article 3 of the PPL Act cannot be awarded to entities related to the Ordering Party personally or by capital, I declare that I have no personal or capital ties with the Ordering Party, i.e. Ekoinstal Holding Spółka z ograniczoną odpowiedzialnością sp. k. with its registered office at al. Wojciecha Korfańskiego 138, 40-156 Katowice, where capital or personal ties shall be understood as mutual relations between the Ordering Party or persons authorized to make commitments on behalf of the Ordering Party, or persons performing, on behalf of the Ordering Party, activities related to the preparation and performance of the Contractor selection procedure, and the Contractor, consisting in particular in:

- 1) participating in the company as a partner in a partnership or civil law partnership,
- 2) holding at least 5 % of shares,
- 3) performing the function of member of the supervisory or management board, proxy, or a holder of power of attorney
- 4) being in such a legal or factual relationship, which may give rise to justified doubts as to the impartiality in the contractor's selection, in particular being in a marital relationship, a relationship of kinship or lineal or collateral affinity up to the second degree, or in a relationship as an adoptive parent, custodial parent or guardian.

Place dated:, 2018

.....
(stamp and signature of person authorized to make
declarations of will on behalf of the Contractor)



**TECHNICAL SPECIFICATION TO THE REQUEST FOR PROPOSAL
NO. 2/10/2018/EKOINSTAL**

RE: The supply, installation and commissioning of cutting-to-length line, CTL – 1 pc.

CTL characteristics:

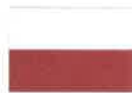
1. Blank parameters:

- a. thickness of the material processed: minimum within the range of 1.5 mm – 6.0 mm
- b. width of the material processed: minimum within the range of 600 mm – 2,150 mm
- c. length of sheets processed: minimum 500 mm – 12,000 mm
- d. Maximum tensile strength of the material being cut: 700 MPa
- e. processing of cold and hot rolled steel
- f. entry coil outside diameter: minimum within the range of 700 mm – 2,400 mm
- g. entry coil inside diameter: minimum within the range of 500 mm – 850 mm
- h. Maximum coil weight: 32,000 kg

2. Equipment:

- a. coil preparation station: space for minimum 2 coils,
- b. coil car: adjusted to parameters of the material, as set out above in items 1b, 1e, 1f and 1h
- c. uncoiler:
 - with expanded mandrel
 - protection against damage of the last winds of a coil
 - parameters adjusted to the parameters of the material being processed, as set out in item 1
 - to achieve the maximum inside diameter of the coil, caps may be used
 - possibility to back out the coil
 - coil centering system
- d. crop shear: adjusted to the material parameters as per items 1a, 1b and 1d, with a scrap cart (to dispose of scrap out of the line)
- e. straightener: adjusted to the material parameters as per items 1a, 1b, 1d and 1e;
number of rolls: min. 11
- f. stretch leveler: length of section stretched – min. 6,000mm; adjusted to the material parameters as per items 1a, 1b, 1d and 1e;
- g. roll feed: with sheet length measuring, meeting the technical requirements specified in 3a,





h. shear:

- allowed types: stationary, flying, rotary;
- adjusted to the material parameters as per items 1a, 1b, 1d
- quick knife replacement system
- automatic blade gap adjustment
- possibility of scrap disposal out of the line

i. stacker:

- adjusted to the exit sheet parameters as per items 1b, 1d, 1e
- 2 independent sections of minimum 6,000 mm each
- maximum load on 1 section: 10,000 kg
- precision stacking system to produce parcel-like stacks
- automatically lowering stack table
- cut sheets drop one onto another
- when stacking, the sheets cannot slide one over another
- possibility of stacking and conveying pallets
- ready stacks are discharged aside the line;

j. stack tables:

- adjusted to the material parameters as per items 1b and 1c
- table length: min. 24m, or a different solution to guarantee uninterrupted operation of the line
- finished stack weighing and labeling system (tags)
- rollout conveyors to allow conveying parcels stacked on pallets.

3. Quality requirements

- a. Length tolerance of not more than ± 0.25 mm for a length of 3,000 mm and ± 0.1 mm for each 1 m long sheet;
- b. Sheet diagonal tolerance as per standard EN 10051;
- c. Line output for sheet parameters (thickness x width x length): 3.0x1500x3000 mm, and package weight of 4,000 kg: min. 20 tons/hour;
- d. The Contractor shall present a table of flatness defects reduction (wavelength to wave height ratio).