

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

Myślenice, dated 04.07.2018

REQUEST FOR PROPOSAL no. 03/RCBR/2018

Tele-Fonika Kable S.A. with its registered office in Myślenice on the basis of the "Guidelines for 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" on award of contracts which do not fall within the scope of provisions of the Public Procurement Laws within the framework of the project "Expansion of the Research and Development Centre of Tele-Fonika Kable S.A.", co-financed by the European Regional Development Fund, within the framework of Measure 2.1. Support for investments in R&D infrastructure of enterprises Operational Programme Smart Growth, invites you to submit a proposal in the public contract award procedure conducted under the **PRINCIPLE OF COMPETITIVENESS.**

I. DESCRIPTION OF THE SUBJECT MATTER OF THE CONTRACT

The subject matter of the contract is the **delivery with installation and start-up of the Faraday Cage**. Under the contract, the Contractor shall provide within 30 days following the signing of the contract the **initial technical documentation** of Faraday Cage to **allow for drawing up of the execution and construction project of the Faraday Cage building construction**.

The Faraday Cage is the electrically conductive shield used for research which provides protection against electromagnetic interference, which may distort the test results. The subject shield shall protect from external sources of interference and ensure, inside the cage, the space for partial discharge PD below 1 pC. The Cage is acquired for the extended Research and Development Centre of the Company.

The equipment delivered under this contract must be **new**, must meet the requirements of all normative and legal acts in Poland, on basis of which they may be released for use (for example, they must be delivered along with a **CE declaration of conformity confirming that the equipment was assessed under the applicable New Approach Directives**, etc.).

The offered the subject matter of the contract must be made according to the latest technology and engineering and must be equipped with the state of the art accessories and supporting devices as of the day this proposal is made.

The Contracting Authority reserves the right to negotiate with tenderers whose proposals were accepted in terms of their formal and technical value.

Negotiations can be conducted primarily in areas affecting the assessment of the offer (the net flat-rate price, warranty period, time of installation and start-up) and in all other aspects, including the payment conditions offered by the tenderers.

The common procurement vocabulary (CPV) codes:
42992100-7 Faraday Cage

Contract awarding procedure: principle of competitiveness

The supplied equipment shall be functional and technical parameters shall be as follows:

No.	Functionality - Faraday Cage
1.	Faraday Cage must enable the measurement of power cable in accordance with IEC 62067 standard and CIGRE TB 496 technical requirements
2.	Within 30 days from the signing of the contract the Contractor shall provide the initial technical documentation of Faraday Cage to allow the execution of the building and execution project for the construction of Faraday Cage building
3.	The Faraday Cage must be equipped with a roller or sliding door of the dimensions indicated in the technical parameters
4.	In the framework of the execution of the subject matter of the contract, the Contractor is obliged to perform the floor in accordance with the conditions laid down in the technical parameters
5.	The Faraday Cage floor must enable the transport of test systems elements using the air-bag system
6.	In the framework of the implementation of the subject matter of the contract the Contractor is required to provide an execution project of the ground system ($R < 0,5 \Omega$) within 30 days following the signing of the contract
7.	The lighting system applied in the cage must be based on LED light sources, in accordance with the conditions laid down in the technical parameters
8.	Faraday Cage must be equipped with a control room located on the zero level with a door providing a direct access from the control room to the cage
9.	The cage chamber must be equipped with the following types of culverts under the conditions set out in the technical parameters: -culverts for the ventilation system - culverts for the water systems - culverts for the compressed air systems -culvert to bring a signal from the external generator of voltage surges - culverts (ducts) for installation of overhead crane supporting structure (the number and location of culverts to be defined by 30.11.2018)
10.	The chamber must be equipped with the platform to rotate the drum in the workspace
11.	All kinds of standardized parts (bolts, nuts, etc.) used for construction of the Faraday Cage must follow the metric system
12.	Faraday Cage shall be delivered together with the technical documentation in paper (2 copies) and electronic versions
13.	Faraday Cage shall be delivered along with the user's manual in Polish, in paper (2 copies) and electronic versions
14.	Faraday Cage shall have the declarations of conformity along with all applicable EU directives
15.	All materials and tools needed for installation of the Faraday Cage are provided by the Supplier
16.	The Supplier shall ensure the safety and provide the equipment necessary for unloading of the construction materials for the Faraday Cage
17.	Faraday Chamber must be equipped with 3-phase filtered power supply (min. 50 kVA) for lighting inside the chamber, which should also be led to at least six 2x230V/2x400V (16A) switchboards inside the chamber and minimum two 4x230V power socket panels inside the control room.

L.p.	Technical parameter – Faraday Cage	Value
1.	Partial discharge measurement (PD)	Below 1 pC
2.	Faraday Cage dimensions	Length: 30.0-30.5 m Width: 24.0-24.5 m Height: 21.0-23.0 m
3.	Faraday cage door dimensions	Width: 7.5-7.6 m Height: 8.0-8.1 m
4.	Load carrying capacity of the floor	min. 100 t/m ²
5.	Number of grounding points on the floor	min. 6
6.	Floor colour	RAL: 6016 lub, 6017 lub, 6018 lub, 6029 lub, 6032
7.	The intensity of the applied LED light	min. 300 lx
8.	The quantity and dimensions of ventilation culverts (the exact location of the culverts shall be provided by 30.11.2018)	12 culverts measuring: 500x300 mm
9.	The quantity and dimensions of water culverts waterways along with heads and deionizer (the exact location of the culverts shall be provided by 30.11.2018)	6 culverts measuring: φ60 mm
10.	The quantity and dimensions of air culverts waterways along with heads and deionizer (the exact location of the culverts shall be provided by 30.11.2018)	4 culverts measuring: φ40 mm
11.	Quantity of culverts to bring a signal from the external generator of voltage surges	1 culvert
12.	The load carrying capacity of the platform for rotating the drums (for drums with a diameter of flanges φ 1400-4500mm, drum width: 3000 mm)	min. 60 t

The achievement of the required technical characteristics and functionality of devices shall be verified on the basis of the acceptance tests performed after the delivery and start-up of the subject

matter of the contract. The acceptance tests shall be carried out in accordance with the provided specifications, technical documentation and other technical standards. Relevant clarification for acceptance and functionality tests shall be included in the contract concluded with the selected Contractor.

Acceptance tests:

- measurement of partial discharge inside the cage according to IEC 60885-3 (< 1 pC),
- light intensity measurement (min. 300 lx).

II. PLACE AND DELIVERY DATE OF THE CONTRACT

1. The delivery period for the execution of the subject matter of the contract may not exceed 56 weeks from the date of the award of the contract. The exact date of the execution of the contract shall be indicated in the contract concluded with the selected Contractor after closing the tender procedure.
2. The delivery date for the subject matter of the contract depends on the outcome of the proceedings based on the principle of competitiveness. The delivery date for the subject matter shall be specified in the contract concluded with the selected Contractor. It is expected that the contract will be signed in August/September 2018.
3. Offers with the delivery period for the execution of the subject matter of the contract in excess of 56 weeks will be rejected.
4. The tenderer is obliged to determine the time needed for the execution of the subject matter of the contract broken down by:
 - planned time of installation and start-up of the equipment on the site provided that the Contracting Authority provides access to the building, where the Faraday Cage is to be installed, not earlier than 01.04.2019.

The Contracting Authority reserves the right to postpone the building delivery date where the Faraday Cage is to be installed (refers to the subject matter of the contract, including the delivery of the device) by up to 8 weeks, free of charge. Automatically, each extension of the delivery stage by the Contracting Authority, extends the deadline for delivery of the subject matter of the contract by the extended period.

- the total term of the contract.

The tenderer shall put the relevant information in the tender proposal form which makes Annex no. 1 to the request for proposal.

5. The tender validity period shall not be less than 6 **months** from its submission.
6. The place of the execution of the subject matter of the contract and the installation and start-up: Tele-Fonika Kable S.A. - Zakład Bydgoszcz, ul. Fordońska 152, 85-957 Bydgoszcz.
7. The Contracting Authority shall not allow for the possibility of extension of the subject matter delivery period of the contract, with a reservation of the situation indicated in section IX. 2.
8. If it is determined that the subject matter of the order has defects or is incompatible with the contract, the Contracting Authority has the right to refuse its reception until the subject matter of the contract is in accordance with the contract or is defect-free. If in connection with the above situation there is a delay in the execution of the subject matter of the contract, the Contracting Authority shall apply the contractual penalties referred to in section II. 9.
9. The Contracting Authority reserves that in the contract with the selected Contractor the following provisions concerning the contractual penalties for delays in the execution of the contract shall be formulated:
 - a) In the event of non-performance or improper performance of the contract, the Contracting Authority may:
 - in case of termination of the contract due to the fault of the Contractor - request payment of the contractual penalty in the amount of 10% of the total amount of the agreed net price. The Contracting Authority reserves the right to claim additional compensation on general principles,
 - in the event of the delay in the execution of the subject-matter of the contract due to the fault of the Contractor - request payment of the contractual penalty in the

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

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

III. TERMS OF PAYMENT

1. The Contracting Authority provides for the possibility of making advance payments on account of the execution of the subject matter of the contract. The tenderer shall inform about the payment conditions in the tender proposal form, which makes Annex no. 1 to the request for proposal.
2. The Contractor shall, within the framework of the signed contract, set up a bank guarantee towards the received advances, in a Polish or foreign bank with a rating of not less than S&P A +.
3. The Contracting Authority stipulates that the minimum time limit for payment of the invoice shall be 21 days.

IV. PROPOSAL SELECTION CRITERIA

No.	Mandatory criteria	Description of point awarding method	Criterion importance	Max score
1.	<p>Net flat-rate price</p> <p>The price shall take into account the purchase and delivery, including the transport of the subject matter of the contract, , unloading, costs of its installation and start-up, the costs of the preparation of the required documentation.</p>	<p>Pc – the number of points in terms of price</p> <p>C min -lowest price out of proposals</p> <p>C bad – price of the examined proposal</p> <p>Method of awarding points: $Pc = (C \text{ min} / C \text{ bad}) \times 100 \text{ points} \times \text{criterion importance}$</p>	0.60	60 points

2.	Term of guarantee (in full months)	<p>Pg – the number of points in terms of guarantee</p> <p>G bad – the number of months indicated in the examined proposals</p> <p>G max – the highest number of months in the examined proposals</p> <p>Method of awarding points: $Pg = (G \text{ bad} / G \text{ max}) \times 100 \text{ points} \times \text{criterion importance}$</p> <p>The minimum warranty period is 24 months. Proposals with the warranty period of less than 24 months are subject to rejection.</p> <p>Regardless of the guarantee, the Contracting Authority has the right to exercise powers in respect of the warranty for defects of the subject matter of the contract.</p>	0.20	20 points
3.	Time of installation and start-up (in weeks)	<p>Pt – the number of points in terms of time of installation and start-up</p> <p>$Pt = (T \text{ min} / T \text{ bad}) \times 100 \text{ points} \times \text{criterion importance}$</p> <p>T min - the shortest offered time of installation and start-up</p> <p>T bad – examined time of installation and start-up</p>	0.20	20 points
<i>The maximum number of points possible to obtain under the mandatory criteria:</i>				100 points

1. The most advantageous proposal shall be the one that scores the highest number of points calculated according to the following formula:
 $P = P_c + P_g + P_t$
2. The Contracting Authority shall reject the proposal if its content fails to correspond to the content of the request for proposal (including the failure to meet the mandatory criteria) and offered subject matter fails to comply with the requested technical parameters included in the request for proposal. It is not allowed to submit partial and variant proposals.
3. During the examination and evaluation of proposals, the Contracting Authority may ask the Tenderers to provide additional explanations on submitted offers.
4. In the case where two or more proposals which are similar economically, the Contracting Authority is obliged to choose the most advantageous offer in terms of the impact on the environment and climate. For this purpose, the Contracting Authority shall request the tenderers, using the electronic means of communication, whose tenders have obtained the equal number of points under the mandatory criteria to provide additional information on the impact on the environment and climate (e.g. lower energy consumption of the devices, etc.).
The request for additional information on the impact on the environment and the climate shall be sent at the latest within 21 working days from the closing date for the submission of proposals.

V. TIME AND PLACE FOR SUBMISSION OF PROPOSALS

1. The deadline for submission of proposals expires on 07.08.2018, time: 9.00
2. The proposal shall be delivered:
 - a) in person or via standard mail, courier, messenger to the following address: Tele-Fonika Kable S.A., ul. Wielicka 114, 30-663 Kraków, Polska
 - b) or by e-mail to the following address:
projekty@tfkable.comIn the case of proposals submitted by standard mail, of crucial importance for the assessment of keeping the above time limit shall be the date and time of the reception of the proposal by the Contracting Authority.
3. In our proposal, please indicate: first name, last name and position as well as the email address to the person representing the Contractor that is responsible for the execution of the subject matter.

VI. METHOD OF PROPOSAL PREPARATION

1. Proposals shall be submitted in writing in Polish or English.
2. The proposal shall be prepared on the attached model proposal form along with all required information.
3. The proposal validity period shall be **6 months from its submission**.
4. Proposals submitted after the deadline shall not be considered.
5. The proposal shall have the date of preparation affixed and shall be signed by the tenderer.
6. The offer shall be complete, e.g. include the following attachments:
 - a) Model proposal form constituting Annex no. 1 to the request for proposal,
 - b) Annex no. 2 Model statement on absence of personal or capital ties with the Contracting Authority,

- c) Annex no. 3 W Model statement of the Contractor confirming compliance with the conditions for participation in the proceedings, along with references providing the required experience.
7. The Contracting Authority shall not allow for the submission of partial proposals. The Contracting Authority shall not allow the submission of variant proposals. The partial and variant proposals shall not be taken into account.
 8. In the course of the examination the Contracting Authority has the right to ask the tenderer to supplement the submitted proposal one time only.
 9. The supplements may apply only to:
 - completing missing signatures, single pages of individual forms as well as the required information on the proposal form in case of their absence,
 - completing documentation in case of absence of annex no. 2 and 3 including the required references.
 10. The Contracting Authority shall set a time limit for providing the missing information/documents. Failure to provide the documents by the deadline a specified by the Contracting Authority the deadline shall result in a rejection of the proposal.
 11. If the proposal was submitted without the tender proposal form which constitutes annex no. 1 to the request for proposal, it is not subject to the completion.

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

1. Each Tenderer may submit only one proposal.
2. Proposals that do not meet the defined functionality and technical parameters of the individual parts of the subject matter of the contract and proposals for devices which do not meet the requirements of **all normative acts allowing for their use in Poland (for example, CE Declaration of Conformity confirming the execution of the conformity assessment and other required by law)** are subject to rejection.
3. In order to ensure the proper performance of the subject of the contract by the Contractor, the Contracting Authority shall reject all offers with the guarantee period of less than **24 months**.
4. The proposal with the declared period of execution of the contract longer than **56 weeks** shall be rejected.
5. The proposal with the term of validity of less than **6 months** shall be rejected.
6. In order to ensure the proper performance of the subject of the contract the Contractor is required to provide:
 - a) before signing of the contract – the third-party liability insurance for the subject matter of the contract of the net value of the subject matter of the contract;
 - b) for the execution of the contract – the bank guarantee for payment of the received advances, made in a Polish or foreign bank with a rating of not less than S&P A +,
 - c) under the granted guaranty and warranty for a period of their duration, after the signing of the fault-free final acceptance protocol for the subject matter of the contract and before the maturity date of the final invoice, the Contractor shall make and provide the Contracting Authority with a confirmation of security in the form of:
 - irrevocable guarantee from the bank in Poland or abroad with a rating of not less than S&P A +, or
 - cash deposit, or
 - third-party liability policy

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

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

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

7. The Contractors who meet the following conditions may take part in the tender awarding procedure:
- a) They have no personal or capital ties with the Contracting Authority;
 - b) They can document that they have performed/delivered/implemented over the last five years before the expiry of the deadline for the submission of tender and if the period of business is shorter-in this period- – in this period – Faraday Cage measuring 5 m x 5 m x 4 m of the partial discharge < 1pC.
- The evaluation of the fulfilment of a condition for participation in the proceedings shall be made on the *meets/does not meet* principle basing on the Contractor's declaration – Annex no. 3 to the request for quotation supported by references. The Contracting Authority reserves the right to contact customers indicated in annex No. 3 to confirm the reliability of submitted declarations.
8. The Tenderer shall be subject to **exclusion** from the proceedings in the event of an existence of mutual personal or capital ties with the Contracting Authority. Capital or personal ties are understood as mutual personal or capital ties between the Contracting Authority and the Tenderer consisting in:
- a) participation in the company as a partner of a civil law partnership or another partnership,
 - b) possessing at least 10% of shares and stocks,
 - c) acting as a member of the supervisory or management board, proxy, or attorney,
 - d) remaining in such a legal or factual relationship which may raise justified doubts about the impartiality of the selection of the Contractor and in particular remaining in a marriage relationship, in a family relationship or affinity in a straight line, relationship or affinity in the collateral line to the second degree, or in a relationship of adoption, guardianship or custody.
9. The Contractor is obliged to annex a statement on absence of personal or capital ties with the Contracting Authority to the proposal according to the model which constitutes **Annex no. 2** to this request for proposal.
10. The tenderer certifies on the form deals which constitutes Annex No. 1 to the request for proposal that they have read the list of documents necessary to sign the contract/execute the contract which constitutes Annex 4 to the request for proposal and undertake to their provide them if case their proposal is selected before signing of the contract/during the execution of the contract. Failure to provide the documents referred to above shall result in the inability to sign/execute the contract with the selected Contractor.
11. Failure to comply with at least one of the conditions for participation in the proceedings shall result in the exclusion of the Contractor from the tender awarding procedure. The proposal of the excluded Contractor shall be deemed rejected.
12. The Contracting Authority shall assess the fulfilment of the conditions for participation in the proceedings by applying the *meets/does not meet* criterion, i.e. in accordance with the principle of whether the documents were attached to the offer and whether they meet the requirements specified in the request for proposal. The absence of any of the required statements or documents, or enclosing them in the wrong form, or not in accordance with the requirements set out in the request for proposal shall result in the exclusion of the Contractor from participation in the proceedings and a rejection of the offer

VIII. DESCRIPTION OF THE PRICE CALCULATION METHOD

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

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

IX. CONTRACT, TERMS AND CONDITIONS OF CONTRACT AMENDMENT

1. A suitable contract shall be signed with the Contractor selected under the principle of competitiveness.
2. The Contracting Authority 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 programming document because of changes to any Ordinances and regulations and other documents, including the programming document "operational programme smart growth for 2014-2020 and guidance on the eligibility of expenditure within the framework of the European Fund 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 Authority 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 Authority 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 Authority where the acceptance of the delivery item shall depend on the presence of other necessary, cooperating devices, e.g. in a situation when acceptance and assessment of the proper operation of the equipment supplied under the contract shall depend on the presence of other devices that are purchased for the Research and Development Centre of the Contracting Authority,
 - i) due to the change of the order delivery date at the request of the Contracting Authority, in the case when the acceptance of the subject matter of the contract shall depend on the completion of the construction works carried out in the framework of the project-housing for the cage,

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

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

Your personal data will be stored until the expiry of the storage obligation resulting from the provisions of the law, including the applicable rules on State aid. You have the right to access your data and the right to request their rectification, erasure, or limitation of their processing. At your request, the administrator shall provide a copy of the personal data which are subject to processing, and any subsequent copies requested by you may be subject to a fee imposed by the administrator at a reasonable height resulting from the administrative costs. You have the right to withdraw your consent to the processing of your data. The withdrawal of your consent does not affect the lawfulness of the processing, which had taken place on the basis of the consent given prior to the withdrawal. To the extent that your data are processed by automated means with a view to the conclusion and performance of the contract or data processed on the basis of your consent, you 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!

PROJECT MANAGER
High Voltage Cable Systems Specialist
Test Engineer


Sebastian Zakrzewski

.....
04.07.2018r.

(date and signature)

Annexes:

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

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

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

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

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

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