

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

Myślenice, 18 June, 2020

REQUEST FOR PROPOSAL NUMBER 02/LSOH/2020

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 Filler (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 of the following materials:**

- a) Ethylene Vinyl Acetate Copolymer with a content by weight of vinyl acetate of 28%;
- b) Ethylene Vinyl Acetate Copolymer with a content by weight of vinyl acetate of 40%;
- c) Linear Low Density Polyethylene LLDPE;
- d) Silane-modified Aluminium Trihydrate (ATH);
- e) De-ironed Halloysite Nanotubes (HNT);
- f) Additives improving processing properties based on silicone rubber, siloxanes, EVA and PE polyolefins;
- g) Zinc Borate;
- h) Maleic Anhydride-grafted EVA copolymer (Functional Polymers);
- i) Sepiolite organically modified with silanes (Nano-additive);
- j) Antioxidant and Stabiliser for Polymers (Polyolefins);
- k) Stearin.

The abovementioned materials are to be used for **manufacturing halogen-free compounds enriched with HNT nanofillers.**

Partial Proposals shall be accepted. Because of that individual Subject Matters of Proposal specified in sections from **I. a) to I. k)** will be assessed on the basis of the same criteria independently from each other. Variant proposals shall not be accepted.

The materials supplied under the Contract must REACH and RoHS 3 (environmental) certificates and be supplied with supplier quality certificate (containing necessary technical parameters).

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 assessment of the proposal (the net flat-rate price) as well as other aspects, including payment terms suggested by Tenderers, order lead times, etc.

The Common Procurement Vocabulary (CPV):

24000000-4 Chemical Products

24315700-2 Borates and perborates

24510000-2 Primary-form polymers of ethylene

24541000-8 Primary-form polymers of vinyl acetate

24315600-1 Silicates

Contract awarding procedure: principle of competitiveness

The materials supplied shall have the following technical parameters:

- a) Ethylene Vinyl Acetate Copolymer with a content by weight of vinyl acetate of 28%;

Ordered quantity - 23.5 tonnes

Item	Technical Parameter	Required Value
1.	Density	0.95 - 0,96 g/cm ³
2.	Melt Flow Index acc. to ISO 1133 (MFI, 190 °C/2,16 kg)	2,9-3,1g/10 min
3.	Softening point	47-52 °C

- b) Ethylene Vinyl Acetate Copolymer with a content by weight of vinyl acetate of 40%

Ordered quantity - 4.5 tonnes

Item	Technical Parameter	Required Value
1.	Density	0.96 - 0,97 g/cm ³
2.	Melt Flow Index acc. to ISO 1133 (MFI, 190 °C/2,16 kg)	2,25 - 3,75 g/10 min
3.	Softening point	55-62 °C

c) Linear Low Density Polyethylene (LLDPE)

Ordered quantity - 8 tonnes

Item	Technical Parameter	Required Value
1.	Density	0,915-0,920 g/cm ³
2.	Melt Flow Index acc. to ISO 1133 (MFI, 190 °C/2,16 kg)	2,6-3 g/10min
3.	Elongation at break	650-750%
4.	Tensile strength	12-15 MPa

d) Silane-modified Aluminium Trihydrate (ATH)

Ordered quantity - 48 tonnes

Item	Technical Parameter	Required Value
1.	Bulk density	0,35-0,45 g/cm ³
2.	Specific surface area	3-4 m ² /g
3.	Whiteness degree	min. 98%

e) De-ironed Halloysite Nanotubes (HNT)

Ordered quantity - 3 tonnes

Item	Technical Parameter	Required Value
1.	Bulk density	450 - 600 g/dm ³
2.	Colour	Dusty brick
3.	pH	6 - 7,5

f) Additives improving processing properties based on silicone rubber, siloxanes, EVA and PE polyolefins

Ordered quantity- 2 tonnes

Item	Technical Parameter	Required Value
1.	Siloxanes content	65-73%
2.	Appearance	Semi-transparent whitish pellets

g) Zinc Borate

Ordered quantity - 1 tonne

Item	Technical Parameter	Required Value
1.	Zinc Oxide (ZnO) content	35-40%
2.	Boron trioxide (B ₂ O ₃) content	45-50%

h) Maleic Anhydride-grafted EVA copolymer (Functional Polymers)

Ordered quantity - 5 tonnes

Item	Technical Parameter	Required Value
1.	Density	0,9-0,98 g/cm ³
2.	Melt Flow Index acc. to ISO 1133 (MFI, 190 °C/2,16 kg)	1,2-1,8g/10 min

i) Sepiolite organically modified with silanes (Nano-additive)

Ordered quantity - 5 tonnes

Item	Technical Parameter	Required Value
1.	Density	2-2,5 g/cm ³
2.	Specific surface area (BET)	180-210 m ² /g
3.	pH	8-9

j) Antioxidant and Stabiliser for Polymers (Polyolefins);

Ordered quantity - 200kg

Item	Technical Parameter	Required Value
1.	Density	1,10-1,20 g/ml
2.	Bulk density	530-650 g/l
3.	Melting point	105-130 °C

k) Stearin

Ordered quantity – 200kg

Item	Technical Parameter	Required Value
1.	Glass transition temperature	50-65°C
2.	Iodine value gI ₂ /100g	Up to 8
3.	Acid value	190-215 mg KOH/g

II. PLACE AND DATE OF ORDER DELIVERY

- The period for the execution of the subject matter of the contract may not exceed 6 weeks from the date of awarding the Contract.
The exact date of the contract execution shall be specified in the Contract concluded with the selected Contractor after closure of the Tender Process.
- 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 July, 2020.
- Proposals with the period of order execution **longer than 6 weeks will be rejected.**
- The Tenderer is obliged to define estimated time of order execution and shall place relevant information in the Tender Proposal Form attached in Annex 1 to this Request for Proposal.
- Validity of the Proposal shall be at least **3 months** from the date of its submission.
- The place of order execution: Tele-Fonika Kable S.A. - Kraków, ul. Wielicka 114.
- 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 section IX.2. of the Request for Proposal.
- 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 defined in Section II.9. of this Request for Proposal.

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 - DDP 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 reserves that the minimum time limit for payment of the invoice shall be 21 days.

IV. PROPOSAL SELECTION CRITERIA

Item	Mandatory criteria	Description of the points awarding method	Criterion importance	Max. score
1.	<p>Net flat-rate price</p> <p>(The price shall include purchase and delivery as well transport of the subject matter of the contract. It shall also take into account costs of preparation of required documentation.)</p> <p>(Currency to be defined by the Tenderer)</p>	<p>Pc – number of points in terms of the price</p> <p>C min – the lowest price out of all the proposals</p> <p>C bad – the price of the proposal currently examined</p> <p>Method of awarding points: $Pc = (C \text{ min} / C \text{ bad}) \times 100 \text{ points} \times \text{criterion importance}$</p>	1,0	100 points
The maximum number of points possible to obtain under the mandatory criteria:				100 points



<ol style="list-style-type: none">1. The most advantageous proposal shall be the one that scores the highest number of points calculated according to the "Net Price" criterion.2. The Contracting Entity will reject the proposal if its contents fails to correspond to the contents of this Request for Proposal (including the failure to meet the mandatory criteria) and offered subject matter of the proposal does not meet required technical parameters defined in this Request for Proposal.3. During examination and assessment of submitted Proposals, the Contracting Entity may ask the Tenderers to provide additional explanations on submitted proposals.4. It is impossible to submit variant proposals. In the event where two or more proposals are similar with regards to financial terms, the Contracting Entity shall choose the most advantageous proposal in terms of its impact on environment and climate. In this case, the Contracting Entity will request the Tenderers, via 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 21.07.2020 at 14:00.**
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, Poland
 - b) or via email 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 ones defined in section V.2. above shall be accepted.
5. In the proposal please provide the following information: 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 Proposals are to be prepared on the attached model proposal form along with technical specification of the Subject Matter of the Contract, **Material Safety Data Sheet (MSDS), REACH and RoHS 3 certificates** as well as all the other required information.
3. The Proposal validity period shall be **3 months from the date of its submission.**
4. Proposals submitted after the deadline shall not be considered.
5. The Proposal is to have the date of preparation affixed and must be signed by the Tenderer.
6. The Proposal shall be complete, i.e. include the following attachments:
 - a) Model Proposal Form constituting Annex no. 1 to this Request for Proposal together with technical specification of the Subject Matter of the Contract, Material Safety Data Sheet (MSDS), REACH and RoHS 3 certificates.
 - b) Annex no. 2 Model Statement on absence of personal or capital ties with the Contracting Entity.
7. The Contracting Entity does not accept variants. Variants will not be taken into account.
8. In the course of Proposal analysis and examination, The Contracting Entity shall have the right to as the Tenderer to supplement the submitted Proposal one time only.

9. The supplements may apply only to:
 - completing the missing signatures, individual pages of specific forms as well as required information in the Proposal Form in case of their absence, technical specification of the Subject Matter of the Contract and Material Safety Data Sheet, REACH and RoHS 3 certificates if they are found missing.
 - Completing documentation in case of absence of Annex no. 2.
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 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 IN THE TENDER PROCEDURE, EXCLUSIONS

1. Each Tenderer may submit only one proposal.
2. Proposals that do not meet the defined technical parameters of individual parts of the Subject Matter of the Contract and proposals for raw materials **that do not have REACH and/or RoHS 3 (environmental) certificates** shall be rejected.
3. Proposals with the declared period of execution longer than 6 months will be rejected.
4. Proposals with the validity period shorter than 3 months shall be rejected.
5. The Contract may be awarded to Tenderers that fulfil the requirements defined in this Request for Proposal and do not have any personal or capital ties with the Contracting Entity.
6. The Tenderer shall be **excluded** from the Tender procedure in the event of existence of mutual personal or capital ties between the Contracting Entity and the Tenderer. Capital or personal ties are understood as mutual ties between the Contracting Entity and the Tenderer consisting in the following:
 - 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 impartiality of the selection of the Contractor, in particular remaining in a marriage relationship, in a family relationship of 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.
7. 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.
8. 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.
9. The Contracting Entity shall assess fulfilment of the conditions for participation in the Tender Procedure 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. 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, 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 instructions 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 changes in the scope or manner of the execution of the contract by the mutual contract of the Parties,
 - g) 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,
 - h) 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. 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.

4. 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.
5. 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.funduszeuropejskie.gov.pl/>.
4. Submitting a Proposal is equal to accepting without reservation the content of the Request for Proposal along with the content of the Annexes.
5. The Tenderer bears the cost of proposal preparation.
6. In respect of rejecting a proposal, the Tenderer shall not be entitled to any claims against the Contracting Entity.
7. The Contracting Entity shall make the information about the outcome of the tender procedure public on its website <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl> and immediately after selecting the Contractor shall send this information to any person who submitted the Proposal.
8. The Contact Person with regards to this Request of Proposal is Mr Stanislaw Wysocki, email address: stanislaw.wysocki@tfkable.com, tel.: +48 665 820 163.
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 amount 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 the Tender!

18.06.2020

(date and signature)

DYREKTOR
Działu Rozwoju

Jakub Siemiński

Annexes:

- Annex no. 1: A Model Form of Proposal with all the required statements and declarations together with technical specification of the Subject Matter of the Contract, Material Safety Data Sheet (MSDS), REACH and RoHS 3 certificates.
- Annex no. 2: Model statement on absence of personal or capital ties with the Contracting