

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

Myślenice, 7<sup>th</sup> February, 2019

## REQUEST FOR PROPOSAL no. 09/RCBR/2019

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

**PRINCIPLE OF COMPETITIVENESS.**

### **I. SUBJECT MATTER OF THE CONTRACT**

Subject matter of the contract is the **delivery, installation and commissioning of AC 750 kV test system for Prequalification (PQ) tests of AC cables.**

The abovementioned system is purchased as a part of development of the R&D centre of the company and shall be located on the PQ test field. The system shall be used for conducting prequalification (PQ) tests of AC cables in accordance with the IEC 62067:2011 standard.

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

**The offered Subject Matter of the Contract** must be manufactured with the use of latest available technology and engineering. It must also be equipped with the state of the art accessories and auxiliary equipment as of the day the proposal is submitted.

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

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

The common procurement vocabulary (CPV) codes:

38540000-2 Machines and apparatus for testing and measuring;  
38000000-5 Laboratory, optical and precision equipment (excl. glasses);  
38424000-3 Measuring and control equipment;

38300000-8 Measuring instruments;  
38900000-4 Miscellaneous evaluation or testing instruments.

**Contract awarding procedure:** principle of competitiveness

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

<b>Functionality – AC test system for PQ test site</b>	
1.	Within 30 days from the signing of the Contract the Contractor shall provide the initial technical documentation of the AC test system, so that it would be possible to prepare construction, execution design for the construction of the building for PQ test site.
2.	The AC test system must enable conducting voltage tests in accordance with the IEC 62067:2011 including Annex NC.2 of the DIN IEC 62067:2013 version. The System shall also meet the technical requirements of the IEC 60060-1:2010 standard.
3.	Safety system of the offered equipment must be compliant with the SIL CL 3 (optical control cables) in accordance with the IEC 62061 standard together with the set of warning lamps (6 pieces minimum)
4.	The System must be suitable for operating outside (resistant to atmospheric conditions)
5.	The AC test system must enable stepless adjustment of the output voltage throughout the whole range indicated by the Tenderer.
6.	The AC test system must be suitable for continuous operation.
7.	The AC test system must be equipped with the control panel with the ability to switch on the Polish language.
8.	The AC test system must be equipped with control panel with the minimum scope of displayed parameters presented below: <ul style="list-style-type: none"> <li>- value of test voltage,</li> <li>- type of RMS test voltage,</li> <li>- value of output voltage,</li> <li>- value of regulator voltage,</li> <li>- value of supply current,</li> <li>- configuration diagram of the test system,</li> <li>- possible systems of reactors connections.</li> </ul>
9.	The test system must enable the possibility to record the course of the voltage test and its archiving. It must also enable to send measurement signal to the external recording system.
10.	The AC test system must be equipped with an industrial computer with: <ul style="list-style-type: none"> <li>- the possibility of connecting with manufacturer's remote service centre,</li> <li>- with control devices (keyboard, mouse),</li> <li>- operating system in Polish.</li> </ul>
11.	The AC test system must be equipped with a portable personal computer used for test results recording with the 15,6 inch screen (at least), QWERTY keyboard, and operating system for professional purposes. The portable personal computer must be able to control the test system in case of industrial computer failure.
12.	The AC test system should be equipped with colour laser printer for printing test reports in A4 format..
13.	The AC test system should be equipped with rotating chair for an operator and professional desk with casing for industrial computer.
14.	All kinds of standardized parts (bolts, nuts, etc.) used for construction of the AC test system must follow the metric system.
15.	All materials and tools needed for installation of the AC test system are to be provided by the Supplier..
16.	The AC test system shall be delivered with technical documentation in paper (2 copies) and electronic versions.

17.	The AC test system shall be delivered together with user's manual in Polish in paper (2 copies) and electronic versions.
18.	The AC test system shall have the declarations of conformity with all EU Directives applicable for this type of AC test system.
19.	As part of the order delivery, the Supplier of the AC test system shall ensure possibility of conducting minimum 3 day audit of the equipment by 2 representatives of the Contracting Entity before packing and delivery of the system. All costs of the visit shall be covered by the Supplier.
20.	The Contractor must ensure free updates of the software controlling the test system for years from signing of the final acceptance acceptance test report. If a given update requires updating another software or replacement of such software, this update or replacement shall also be ensured by the Contractor for free.

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

Item	Technical Parameters–AC Test System for the PQ test site	Value
1.	Maximum output voltage of the system	min. 750 kV
2.	Minimum output voltage of the system	max. 20 kV
3.	Supply voltage of the Test System	400V AC
4.	Supply current	max. 630 A
5.	Partial Discharge level throughout the entire range of output voltages at base load.	Below 20 pC
6.	Maximum load current:	for output voltage: U ≤ 500kV: min. 10 A 500kV < U ≤ 750kV: min. 8A
7.	Energy consumption (maximum energy consumption during 1h of operation at rated load)	max. 260 kWh
8.	LCD display dimensions	min. 10"
9.	Minimum time (in hours) of continuous operation	8760 h

Achievement of the required technical parameters and functionality properties required from the system shall be verified on the basis of acceptance tests conducted after delivery and start-up of the subject matter of the contract. Acceptance tests will be carried out in accordance with defined technical parameters, technical documentation and other technical standards.

Acceptance tests of the AC test system:

- verification of completeness of technical documentation and operating instructions,
- checking whether the AC system has declarations of conformity with all EU Directives applicable for AC systems,
- verification of safety system functionality,
- verification of the test system functionality throughout the entire range of voltage,
- Energy consumption measurement (measurement of energy consumption at rated conditions during 1h),

## II. PLACE AND DATE OF ORDER DELIVERY

1. The period for the execution of the subject matter of the order may not exceed 15 months from the date of awarding the contract.  
The exact date of the contract execution shall be indicated in the contract concluded with the selected Contractor after closure of the tender procedure.
2. Contract execution date depends on the outcome of the proceedings based on the principle of competitiveness. Contract execution date will be defined in the Contract signed with the selected Contractor. It is expected that the contract will be signed in March or April, 2019.
3. Proposals with the period of order execution longer than 15 months will be rejected.
4. The Tenderer shall determine the estimated time of order execution and shall put relevant information in the tender proposal form that may be found in Annex 1 to this Request for Proposal with the provision that the Contracting Entity shall provide access to the location where the system is to be installed no sooner than 2nd January, 2020.  
The Contracting Entity reserves the right to postpone the date of providing access to the location where the system is to be installed (refers to the date of contract execution, including delivery of the systems) by up to 8 weeks, free of charge. Each extension of the of the delivery stage of the contract execution will automatically extend the deadline of subject matter of the contract execution by the extended period.
5. Proposal validity period should be **6 months** from its submission.
6. The place of the execution of the of the subject matter of the contract, installation and start-up of the system is: Tele-Fonika Kable S.A. – Bydgoszcz Factory ul. Fordońska 152, 85-957 Bydgoszcz.
7. The Contracting Entity does not allow any possibility of extension of the period of subject matter 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 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 the contractual penalties referred to in section II 9.
9. The Contracting Entity reserves that in the contract with the selected Contractor the following provisions concerning contractual penalties for delays in the execution of the contract shall be formulated:
  - a) In the event of failing to execute the Contract or improper execution of the Contract, the Contracting Entity may:
    - in the case 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 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 counting from the agreed date of order execution, but not more than 5% of the net price. The Contracting Entity reserves the right to claim additional compensation on general principles.

10. Additionally, the Contracting Entity reserves the right to postpone the delivery date (applies only to the delivery stage) by up to 8 weeks, free of charge. Each extension of the delivery stage by the Contracting Entity will automatically extend the date of execution of the contract subject matter by the extended period.
11. Terms of delivery - DDP Tele-Fonika Kable S.A. - Zakład Bydgoszcz, ul. Fordońska 152, in accordance with Incoterms 2010.

### III. PAYMENT TERMS

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

### IV. PROPOSAL SELECTION CRITERIA

No.	Mandatory criteria	Description of the points awarding method	Criterion importance	Max. score
1.	<p>Net flat-rate price</p> <p>(The price shall take into account the purchase and delivery, including the transport of the subject matter of the contract, , unloading, costs of its installation and start-up, the costs of the preparation of the required documentation).</p> <p>( Currency to be defined by the Tenderer)</p>	<p>Pc – the number of points in terms of price</p> <p>C min -lowest price out of all proposals C bad – price of the examined proposal</p> <p>Method of awarding points:  <math>Pc = (C \text{ min} / C \text{ bad}) \times 100 \text{ points} \times \text{criterion importance}</math></p>	0,60	60 points
2.	<p>Warranty period</p> <p>(in full months )</p>	<p>Pg – the number of points in terms of guarantee</p> <p>G bad – the number of months indicated in the examined proposal</p> <p>G max – the highest number of months out of all submitted proposals</p> <p>Method of awarding points:  <math>Pg = (G \text{ bad} / G \text{ max}) \times 100 \text{ points} \times \text{criterion importance}</math></p> <p>The minimum warranty period is 24 months. <b>Proposals with the warranty</b></p>	0,10	10 points

		<p><b>period of less than 24 months are subject to rejection.</b></p> <p>Regardless of the warranty given, the Contracting Entity has the right to exercise powers with respect to the warranty for defects of the subject matter of the contract</p>		
3.	<p>Time needed for failure removal in terms of electronics and instrumentation</p> <p>(in calendar days)</p> <p><i>Fulfilment of this criterion is understood as the number of calendar days starting from the acceptance of notification by the Supplier until the time of restoring full functionality of the device</i></p>	<p>Pa – number of points in terms of number of days needed for removal of failure regarding electronics and instrumentation</p> <p>A min – the shortest time of removal of failure in terms of electronics and instrumentation from among submitted proposals</p> <p>A bad – time of failure removal in terms of electronics and instrumentation in the examined proposal</p> <p>Method of awarding points:  <math>Pa = (A \text{ min} / A \text{ bad}) \times 100 \text{ points} \times \text{criterion importance}</math></p> <p>Maximum allowable time of failure removal in terms of electronics and instrumentation is 14 days. <b>Proposals with time necessary of failure removal longer than 14 calendar days shall be rejected.</b></p>	0,20	20 points
4.	<p>Energy consumption (maximum energy consumption during 1 hour of operation at rated load)</p> <p>(in kWh)</p>	<p>Pe – number of points in terms of energy consumption</p> <p>E min = the lowest energy consumption from among submitted proposals</p> <p>E bad – energy consumption indicated in the examined proposal</p> <p>Method of awarding points:  <math>Pe = (E \text{ min} / E \text{ bad}) \times 100 \text{ points} \times \text{criterion importance}</math></p>	0,10	10 points
<p><b><i>The maximum number of points possible to obtain under the mandatory criteria:</i></b></p>				<b>100 points</b>

1. The most advantageous proposal shall be the one that scores the highest number of points calculated according to the following formula:  
 **$P = P_c + P_g + P_a + P_e$**
2. The Contracting Entity shall reject the proposal if its content fails to correspond to the content of the request for proposal (including the failure to meet the mandatory criteria) and offered subject matter fails to comply with the requested technical parameters included in the request for proposal.
3. During the examination and evaluation of proposals, the Contracting Entity may ask the Tenderers to provide additional explanations on submitted offers.
4. It is impossible to submit variants. Partial proposals shall not be accepted.
5. In the event where two or more proposals are similar with regards to financial terms, the Contracting Entity is obliged to choose the most advantageous offer in terms of the impact on the environment and climate. In that case proposals will be selected on the basis of the points achieved within the "Energy Consumption per Hour of Operation" criterion.  
If it is impossible to select the proposal on the basis of the „Energy Consumption per Hour of Operation Criterion (i.e. proposals had the same amount of points within the specified criterion), the Contracting Party shall request the Tenderers, via the electronic means of communication, to provide additional information on the impact on the environment and climate. 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 is 14<sup>th</sup> of March, 2019 at 9.00 o'clock.
2. The proposal shall be delivered only in person or via standard mail, courier or messenger in the sealed envelope to the following address: Tele-Fonika Kable S.A., ul. Wielicka 114, 30-663 Kraków, Polska. There should be the following annotation on the envelope: "The proposal in response to the Request for Proposal no. 09/RCBR/2019. To own hands: Marta Lenard".  
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. No other form of proposal submission than the one defined in section V.2 shall be accepted.
4. In the proposal please provide information regarding: first and last name, position, as well as the email address to the appointed person from the side of the Tenderer to contact in the matters related to the submitted Proposal.

## VI. PROPOSAL PREPARATION

1. Proposals shall be submitted in writing in Polish or English.
2. The proposal shall be prepared on the attached model proposal form along with technical specification of the subject matter of the contract and all required information.
3. The proposal validity period shall be 6 **months from the date of its submission**.
4. Proposals submitted after the deadline shall not be considered.
5. The proposal shall have the date of preparation affixed and shall be signed by the Tenderer.
6. The Proposal shall be complete, e.g. include the following attachments:
  - a) Model proposal form constituting Annex no. 1 to the request for proposal together with technical specification of the subject matter of the contract
  - b) Annex no. 2 Model statement on absence of personal or capital ties with the Contracting Entity,
  - c) Annex no. 3 Model statement of the Tenderer confirming compliance with the conditions for participation in the proceedings together with appropriate evidence, along with references confirming the required experience and proper execution of applicable works.

7. The Contracting Entity shall not allow for submission of partial proposals. The Contracting Entity shall not allow for submission of variants. Partial proposals and variants will not be taken into account.
8. In the course of the examination the Contracting Entity has the right to ask the Tenderer to supplement the submitted proposal one time only.
9. The supplements may apply only to:
  - completing missing signatures, single pages of individual forms as well as the required information on the proposal form in case of their absence, technical specification of the subject matter of the contract
  - completing documentation in case of absence of annex no. 2 and 3, including the required evidence that all the past works were properly executed.
10. The Contracting Entity shall set a time limit for providing the missing information/documents. Failure to provide the documents by the deadline a specified by the Contracting Entity the deadline shall result in a rejection of the proposal.
11. During the stage of proposals analysis and assessment, the Contracting Entity shall have the right to request from Tenderers additional information and clarifications regarding submitted proposals, especially with regards to observed inconsistencies.
12. If the proposal was submitted without the tender proposal form which constitutes annex no. 1 to the request for proposal, it is not subject to the completion.

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

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



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

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

7. The contract may be awarded to those Tenderers who meet the following conditions:
  - a) They have no personal or capital ties with the Contracting Entity;
  - b) They are able to provide documentary evidence that they have manufactured/supplied/completed within the last five years before the deadline for proposals submission, and if the period of their business operation is shorter – during the period of their activity – the following:
    - at least 1 AC test system with rated voltage of min. 0,5 MV together with assembly and installation of the system in order to implement it in the business of the end user of the system.This condition shall not be considered as fulfilled if the system was delivered to a given entity for resale.
  - c) They have technical capabilities to perform the contract and shall declare that they agree to the inspection of technical capabilities and measures regarding quality control that they shall use during contract realization by the contracting entity.

The evaluation of the fulfilment of a condition for participation in the proceedings shall be made on the *meets/does not meet* principle basing on the Tenderer's declaration – Annex no. 3 to the request for proposal supported by evidence confirming required experience and proper execution of works.

The Contracting Entity reserves the right to contact customers indicated in the Annex no. 3 for additional information or to request documents to confirm the reliability of submitted declarations.
8. The Tenderer shall be **excluded** from the proceedings in the event of existence of mutual personal or capital ties with the Contracting Entity. Capital or personal ties are understood as mutual personal or capital ties between the Contracting Entity and the Tenderer consisting in:
  - a) participation in the company as a partner of a civil law partnership or another partnership,
  - b) possessing at least 10% of shares or stocks,
  - c) acting as a member of the supervisory or management board, proxy, or attorney,
  - d) remaining in such a legal or factual relationship that may raise justified doubts about the impartiality of the selection of the Contractor, in particular remaining in a marriage relationship, in a family relationship or affinity in a straight line, relationship or affinity in the collateral line to the second degree, or in a relationship of adoption, guardianship or custody.
9. The Tenderer is obliged to annex a statement on absence of personal or capital ties with the Contracting Entity to the proposal as per the form that constitutes Annex 2 to this Request for Proposal.
10. The Tenderer certifies on the form of the proposal, which constitutes Annex 1 to this Request for Proposal that they are familiar with the list of documents necessary to sign the contract/execute the contract, which may be found in Annex 4 to this Request for Proposal and undertake to provide the documents in the event their proposal is selected before signing the contract/during execution of the contract. Failure to provide the documents referred to above shall result in inability to sign/execute the contract with the selected Tenderer.
11. Failure to comply with at least one of the conditions for participation shall result in exclusions of the Tenderer from the tender awarding procedure. Therefore, the Proposal submitted by such a Tenderer shall be deemed rejected.
12. The Contracting Entity shall assess fulfilment of the conditions for participation in the proceedings by applying the *meets/does not meet* criterion, i.e. in accordance with the principle of whether the required documents were attached to the proposal and whether they meet the requirements specified in the Request for Proposal. The absence of any of the required

statements or documents, or enclosing them in the wrong form or not in accordance with the requirements defined in the Request for Proposal, shall result in the exclusion of the Tenderer from participation in the proceedings and rejection of the proposal.

## VIII. DESCRIPTION OF THE PRICE CALCULATION METHOD

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

## IX. CONTRACT, TERMS AND CONDITIONS OF CONTRACT AMENDMENT

1. A suitable contract shall be signed with the Contractor selected under the principle of competitiveness.
2. The Contracting Entity reserves the right to make changes in the contract with the Contractor in relation to the content of the proposal:
  - a) when there is a legal, economical or technical circumstance which was impossible to be foreseen at the date of signing of the contract, resulting in the inability to provide the proper implementation of the contract,
  - b) due to circumstances of force majeure,
  - c) due to changes to any ordinances and regulations and other documents including the documentation regarding "Smart Growth Operational Programme 2014-2020" and "Guidelines on the Eligibility of Expenditure Within the Framework of the European Regional Development Fund, the European Social Fund and the Cohesion Fund for the period 2014-2020",
  - d) due to other external causes independent of the Contracting Entity and the Contractor, resulting in the inability to execute the contract,
  - e) due to the change of the maturity date of the invoice,
  - f) due to the price changes (changes to the official rate of VAT). In the event of an increase in the exchange rate of the contract currency in relation to the exchange rate on the day preceding the day of signing of the contract by at least 5%, the Contracting Entity reserves the right to renegotiate the price,

- g) due to the changes in the scope or manner of the execution of the contract by the mutual contract of the Parties,
  - h) due to the change of the order delivery date at the request of the Contracting Entity where the acceptance of the delivery item shall depend on the presence of other necessary, cooperating devices, e.g. in a situation when acceptance and assessment of the proper operation of the equipment supplied under the contract shall depend on the presence of other devices that are purchased for the Research and Development Centre of the Contracting Entity,
  - i) due to the change of the order delivery date at the request of the Contracting Entity, in the case when the acceptance of the subject matter of the contract shall depend on the completion of delivery and start-up of the PQ test field,
  - j) due to the downtime and delays caused by the Contracting Entity, which have a direct impact on the timely execution of the subject matter of the contract – by a maximum period of downtime and delays.
3. The execution period of the contract shall be understood by Contracting Entity as the time of the execution of the subject matter of the contract brought to a conclusion by signing of final acceptance fault-free protocol and the granting of guaranties and warranties under the conditions described in section VII. 6. of the request for proposal.
4. All changes and additions to the contract concluded with the selected Contractor must be made in the form of written annexes to the contract signed by both parties, under pain of nullity.
5. In the event of selecting a foreign Contractor, the Contract shall be drawn up in English. If the domestic Contractor is selected, the Contract shall be drawn up in Polish.
6. The Contracting Entity provides the possibility to grant the existing Contractor, during the period of 3 years from the award of the basic contract, the supplementary public procurement, not exceeding 50% of the value of the public contract specified in the contract concluded with the Contractor, provided these public contracts are in accordance with the subject matter of the basic public contract.

## X. FINAL PROVISIONS

1. The Contracting Entity informs that submission of the proposal by the Tenderer shall not be regarded as a conclusion of the contract.
2. In accordance with article 3 Public Procurement Law the Contracting Entity is not the entity obliged for its application.
3. The Contracting Entity reserves the right to void tendering procedure during any stage without giving any reason, and also to leave the proceedings without selecting the proposal. The Contracting Entity shall immediately notify about the cancellation of the procedure all parties that have submitted proposals within the competitive procedure. In addition, the Contracting Entity shall in this respect, place the relevant information on the website <https://bazakonkurencyjnoscifunduszeuropejskie.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://bazakonkurencyjnoscifunduszeuropejskie.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](mailto: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](mailto:daneosobowe@tfkable.com). The data administrator can be contacted in all matters concerning the processing of personal data and the use of rights in relation to the processing of data. Your data will be processed for needs of the reply to the submitted enquiry and the legal basis for the data processing is the necessity for the implementation of the legitimate interest of the Administrator. A legitimate interest of the administrator is selling and supporting the sale of its products and services, purchasing and supporting the purchases of goods and services and taking the opportunity to submit the information about its services to the customer, presenting offers tailored to needs and interests of the customer and increasing the sales of its services. Your personal data may be shared with:

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

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

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

Welcome to tender!

7<sup>th</sup> February, 2019

.....  
(date and signature)

PROJECT MANAGER  
High Voltage Cable Systems Specialist  
Test Engineer

*Sebastian Zakrzewski*

**Annexes:**

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

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

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

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

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

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