Koszalin, 07.03.2018

**REQUEST FOR QUOTATION no. 2/2018**

**concerning delivery of equipment to the machine park  
within the scope of the project called****“Construction of a plastic bag manufacturing plant”**

**I. CONTRACTING AUTHORITY**

Name of the Contracting Authority: RESACO Sp. z o.o.

Address of the Contracting Authority: ul. Słowiańska 2C, 75-846 Koszalin

Tender delivery address: Biuro Usług Doradczych i Finansowych “SEZAM” Regina Lis

ul. Orzechowa 9, 75-637 Koszalin

Phone: +48 509 772 069

email: info@resaco.pl, p.radosz@recyklon.pl

The procedure is conducted in accordance with the principles of a request for quotation, as stipulated by the principles of competition, equal treatment of Economic Operators, openness, transparency and purposeful, rational and economical spending public funds.

Estimated value of the contract does not exceed the amount specified in the regulations issued on the basis of Article 11 section 8 of the Public Procurement Law of 29 January (Journal of Laws of 2017, item 1579 as amended)

**II. PROCEDURES FOR AWARDING CONTRACTS**

The procedure for awarding the contract is conducted in the form of a request for quotation with an estimated contract value not exceeding the net value of EUR 5,225,000.00 expressed in PLN, i.e. excluding the VAT tax on goods and services.

* 1. The procedure for awarding the contract is conducted in the form of a request for quotation, in accordance with the rules for awarding contracts in projects implemented under the Regional Operational Program for the West Pomeranian Voivodeship 2014–2020, in particular in accordance with:
     1. the principle of fair competition and equal treatment of economic operators, which is applied to ensure that both during preparations and the contract award procedure a certain group of economic operators is not eliminated from participation in the procedure, nor it is treated in a favourable way. This principle also requires the economic operators to behave honestly with each other, in accordance with the principles of business transactions and the applicable legal order.
     2. the principle of openness and transparency guaranteeing that the procurement procedure contains clear principles and measures to verify correctness of their application, and the contracting authority makes predictable decisions based on pre-determined criteria, which ensure compliance with the principles of fair competition and equal treatment of economic operators. This principle also aims at ensuring that all interested parties have access to information about the contract and that persons acting on the part of the Contracting Authority are impartial and objective when preparing and conducting the procedure.
     3. the principle of purposeful, rational and economical spending public funds, which aims at ensuring the best possible results with the lowest expenditure amount.
  2. The provisions of this request for quotation apply to activities undertaken by the Contracting Authority and Economic Operators in the procurement procedure.

**III. SUBJECT-MATTER OF CONTRACT**

The subject-matter of the contract is the following machines / devices:

Task 1:

- extruder for monofilm manufacture

- extruder for trilayer film manufacture

Task 2:

- a continuous-time material filter

Task 3:

- a roll-bag machine

Task 4:

- a forklift

Task 5:

- a screw air compressor with a tank

Task 6:

- automatic welding machine for foil bag manufacture

**CPV codes:**

**- 42940000-7 – Machinery for heat treatment of materials**

**- 42994200-2 – Machinery for working plastics**

**- 42415110-2 – Forklifts**

**- 42123400-1 – Air compressors**

1. The subject-matter of the contract is purchase and delivery of new devices / machines constituting the machine park in the project called “Construction of a plastic bag manufacturing plant”.
2. Delivery includes brand new machines, which are described in detail in Attachment 1 to this request for quotation. In the absence of a specific element of delivery, the Contracting Authority allows the offered machines to be equivalent to the appended specification (Attachment no. 1) or qualitatively and functionally better.
3. Detailed delivery conditions such as: cost of packaging, loading, transport, installation and commissioning have been recorded in the pricing form constituting Attachment 1a-1f to this request.
4. Economic Operators are required to provide devices that are compatible or equivalent to description contained in the attachment to this request in terms of quality (or better), aesthetics, functionality and safety.
5. **Note: the contract is divided into lots / tasks. Each Economic Operator may submit a tender for one or more parts / tasks.**

**IV. DELIVERY CONDITIONS, TIME LIMIT FOR CONTRACT PERFORMANCE, GUARANTEE AND WARRANTY**

1. The subject-matter of the contract should be held by the Economic Operator in readiness for acceptance by the Contracting Authority or delivered by the Economic Operator to the Contracting Authority to the following address:ul. Słowiańska 2C, 75-846 Koszalin (depending on conditions specified for each task in the Pricing Form).

2. The subject-matter of the contract should be properly secured during transport. The cost of packaging that allows for safe transport and loading of the device is covered by the Economic Operator.

3. The Economic Operator shall be obliged to perform all activities allowing for effective and safe use of the subject-matter of the contract. These activities should be carried out in a professional manner that after their completion allows for using the subject-matter of the contract by the Contracting Authority.

4. The Economic Operator shall grant a minimum of 6-month guarantee and warranty covering the entire subject-matter of the contract delivered by the Economic Operator, along with the elements included in its scope.

5. The contract should be executed no later than on **15 August 2018**. The time limit shall include all necessary acceptances and commissioning.

6. Other important conditions for execution of the contract are contained in the contract template, constituting Attachment no. 3 hereto. The Contracting Authority reserves the right to change the essential contract conditions contained in Attachment no. 3 hereto.

**V. CONDITIONS FOR PARTICIPATION IN THE PROCEDURE AND DESCRIPTION OF METHODS OF EVALUATING COMPLIANCE WITH THESE CONDITIONS**

Eligible to participate in the procedure shall be economic operators who are not subject to exclusion from the contract award procedure. Excluded from the contract award procedures shall be economic operators who:

1. have capital or personal links with the Contracting Authority, whereby capital and personal links shall be understood as interconnections between the Contracting Authority or persons authorized to assume obligations on behalf of the Contracting Authority or persons performing activities related to preparation and conduct of the economic operator selection procedure on behalf of the Contracting Authority and the economic operator consisting in:

* participating in a company or a partnership;
* owning at least 10% of shares or stocks;
* performing the function of a member of the supervisory or management body, a proxy, a plenipotentiary;
* remaining in matrimony, consanguinity or affinity in direct line or consanguinity or affinity in indirect line in the second degree or being related due to adoption, legal custody or guardianship;
* remaining in such legal or actual relationship with the economic operator which may raise justified doubts as to their impartiality.

1. belong to the same capital group within the meaning of the Act of 16 February 2007 on competition and consumer protection (Journal of Laws no. 50, item 331, as amended) and which have submitted separate tenders, unless they demonstrate that the links between them do not result in distortion of competition between the Economic Operators in the contract award procedure.
2. The Contracting Authority does not impose specific conditions for participation in this procedure.
3. The Contracting Authority does not allow for the possibility of submitting variants.
4. The Contracting Authority allows for the possibility of submitting tenders for lots.
5. The Contracting Authority does not allow for an electronic auction.
6. The Contracting Authority shall not reimburse the costs of participation in the procedure.
7. The Economic Operator shall assume all the costs associated with preparation and submission of the tender.

**VI. MANNER OF TENDER PREPARATION**

1. The Economic Operator should submit the tender on the Tender Form and the Pricing Form attached hereto.

2. The tender should be signed by a person authorized to represent the Economic Operator, in accordance with the Economic Operator representation form specified in the commercial register or other document appropriate to the form of organization of the Economic Operator.

3. The offered price should include all deliveries and activities specified in the description of the subject-matter of the contract and should include all costs related to contract execution, provided over the period and under conditions specified in the Economic Operator’s tender. The price should be given in the Polish currency (PLN), euro or USD.

4. The tender with attachments must be made in Polish or English.

5. The templates of documents constituting attachments to the request for quotation included in the tender may be filled by a computer, machine or manually.

6. It is recommended that the tender pages should be permanently connected to each other (in case of a tender not sent electronically).

7. It is recommended that all filled tender pages should be initialled by the person / persons signing the tender in accordance with the content of the document specifying a legal status of the Economic Operator or the content of the power of attorney attached to the tender.

8. Any amendments or changes in the tender made by the Economic Operator to the content entered by it must be initialled by the person / persons signing the tender.

9. The compliance with the originals of all filled pages of copies of documents attached to the tender must be confirmed by the person / persons signing the tender, in accordance with the content of the document specifying a legal status of the Economic Operator or the content of the power of attorney attached to the tender.

**VII. PLACE, DATE AND MANNER OF TENDER SUBMISSION**

1. The tender should be submitted by **19.03.2018** by 10:00 a.m.
2. The tender should be sent via:

a) traditional mail, courier or delivered in person to the following address:

Biuro Usług Doradczych i Finansowych “SEZAM” Regina Lis

ul. Orzechowa 9, 75-637 Koszalin

or

b) via email to the following address:

p.radosz@recyklon.pl

Should the tender be sent in accordance with point 2 a), the Economic Operator shall insert the tender in a sealed envelope, and the envelope shall be addressed according to the following formula:

**“Tender concerning delivery of equipment to the machine park  
within the scope of the project called “Construction of a plastic bag manufacturing plant”**

**- Do not open before 19.03.2018, 10:00 am."**

1. Tenders submitted after the time limit shall not be considered and shall be returned to the Economic Operators without opening.
2. The Economic Operators may change or withdraw the tender before the time limit for submission of tenders.
3. The bids will be opened on **19.03.2018** at **10:30 a.m.** in Biuro Usług Doradczych i Finansowych “SEZAM” Regina Lis, ul. Orzechowa 9, 75-637 Koszalin
4. During examination and evaluation of tenders, the Contracting Authority may request explanations from the Economic Operators regarding the content of submitted tenders.

7. The Economic Operator must maintain its tender for a period of 30 days. The period shall begin at the time limit for tender submission.

**VIII. EVALUATION OF TENDERS - APPLICABLE SEPARATELY FOR EACH TASK**

## The Contracting Authority shall evaluate tenders according to the following criteria:

**C – gross price of the tender - 80% - weigh 1** (evaluation method: minimization)

**G – guarantee period - 20% - weigh 2** (valuation method: maximisation)

Tenders shall be evaluated through a point system. A maximum number of points which the tender may obtain in both criteria by taking weights into account shall be 100. Points shall be awarded according to the following rules:

**The “tender gross price” criterion:**

Cmin of tenders

Cx = \* weigh 1

Ctenders x

Cx - a number of points for the examined tender in the criterion “tender gross price”

Cmin of tenders - the lowest offered price among all the examined tenders

Ctender x - a price offered in the examined tender

weigh 1 - 100 x 80% (price criterion)

**The “guarantee period” criterion:**

Gtenders x

Gx = \* weigh 2

Gmax of tenders

Gx - a number of points for the examined tender in the “guarantee period” criterion

Gmax of tenders - a maximum guarantee period among all the examined tenders

Gtender x - a guarantee period in the examined tender

weigh 2 - 100 x 20% (guarantee period criterion)

NOTE:

The “guarantee period” criterion shall refer to the guarantee for all items supplied within a given task.

The MINIMUM guarantee period required by the Contracting Authority for machines being the subject-matter of the contract shall be 6 months. Should the Economic Operator submit a guarantee period shorter than the required period, the Economic Operator's tender shall be rejected as incompatible with the conditions of the request for quotation.

The MAXIMUM guarantee period shall be 36 months. Should the Economic Operator submit a guarantee period longer than specified above, the maximum period shall be adopted for evaluation of tenders and such shall be included in the contract.

Should the Economic Operator not indicate the offered guarantee period, the Contracting Authority shall deem that the Economic Operator offers the minimum guarantee period required in this request for quotation.

Points shall be calculated with two decimal places. Points obtained in all criteria shall be added. The highest number of points shall determine the most advantageous tender. The evaluation of tenders shall be carried out only on the basis of the criteria set out above.

**IX. ADDITIONAL INFORMATION INCLUDING IN RELATION TO FINANCING OF THE PROJECT**

1. Additional information is provided by the Contracting Authority:

RESACO Sp. z o.o.

ul. Słowiańska 2C, 75-846 Koszalin

phone: + 48 509 772 069, email: p.radosz@recyklon.pl

2. Introduction by the Economic Operator of any changes to the content of the tender entered by the Contracting Authority shall result in rejection of the Economic Operator’s tender.

3. The project “Construction of a plastic bag manufacturing plant” shall be co-financed from the European Union funds, the Regional Operational Program for the West Pomeranian Voivodeship for 2014-2020.

4. Without the consent of the Contracting Authority, the Economic Operator may not assign part or all of the contract to subcontractors.

5. In the case of non-performance or improper performance hereof:

1) the Economic Operator undertakes to pay the Contracting Authority contractual penalties:

a) in the amount of 1% of gross contractual remuneration, should the Contracting Authority withdraw from the contract due to circumstances for which the Economic Operator is responsible,

b) in the amount of 0.05% of the gross contractual remuneration for each day of delay in performance of the subject-matter of the contract or its part.

2) The contractual penalty should be paid within 14 days from the request.

6. The Contracting Authority allows for the possibility of changing the contract:

1) should there be a change in the generally applicable provisions of law in the scope affecting performance of the subject-matter of the contract,

2) in the case of circumstances caused by external factors, e.g. force majeure, unforeseen weather conditions, which may prevent delivery and other external circumstances that may affect performance of the contract provisions.

7. Excluded from the procedure shall be economic operators:

- which belong to the same capital group within the meaning of the Act of 16 February 2007 on competition and consumer protection (Journal of Laws no. 50, items 331, as amended) and which submitted separate tenders, unless they demonstrate that the links between them do not result in distortion of fair competition between the Economic Operators in the contract award procedure.

- which have capital or personal links with the Contracting Authority, whereby capital and personal links shall be understood as interconnections between the Contracting Authority or persons authorized to assume obligations on behalf of the Contracting Authority or persons performing activities related to preparation and conduct of the Economic Operator selection procedure on behalf of the Contracting Authority and the Economic Operator consisting in particular in;

1) participating in a company or a partnership;

2) owning at least 10 % of shares or stocks;

3) performing the function of a member of the supervisory or management body, a proxy, a plenipotentiary;

4) remaining in matrimony, consanguinity or affinity in direct line or consanguinity or affinity in indirect line in the second degree or being related due to adoption, legal custody or guardianship;

8. Taking into account all the requirements referred to in this request for quotation, the Economic Operator should include in a lump-sum price all costs necessary for proper and full performance of the subject-matter of the contract and take into account other fees and taxes, as well as any discounts and rebates applied by the Economic Operator.

9. The offered price shall remain unchanged. Economic Operator’s claims related to price miscalculation or Economic Operator’s omission of elements necessary to perform the contract shall be excluded.

**X. LIST OF DOCUMENTS WHICH SHOULD BE SUBMITTED BY THE ECONOMIC OPERATOR IN THE TENDER:**

1. Pricing Form – Attachment no. 1a-1f
2. Tender Form – Attachment no. 2
3. A declaration of belonging or not belonging to the same capital group within the meaning of the Act of 16 February 2007 on competition and consumer protection (Journal of Laws no. 50, items 331, as amended) - Attachment 4 to this request for quotation
4. Power of attorney to represent the Economic Operator (if applicable)

**XI. ATTACHMENTS**

1. Pricing Form template – Attachment no. 1a-1f
2. Tender Form template – Attachment no. 2
3. Contract template – Attachment no. 3
4. Template of a declaration of belonging or not belonging to the same capital group – Attachment no. 4

**The Contracting Authority**

..........................................

**Attachment no. 1a**

**The pricing form – Task 1**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **MACHINE PARK ELEMENTS** | | | | | |
| **DEVICE NAME** | **TECHNICAL PARAMETERS** | **QUANTITY** | **NET VALUE** | **VAT** | **GROSS VALUE** |
| **EXTRUDER (BLOWING MACHINE) FOR THE PRODUCTION OF MONO FILM** | MATERIAL: LDPE, LLDPE  MAX. WIDTH OF FILM: 2000 MM  THICKNESS OF FILM: 30-150 MICRONS  MAX. OUTPUT: 220 KG/H  SCREW PARAMETERS: DIAMETER - 100 MM, MIN. L:D – 32:1, BIMETALLIC  DIAMETER OF DIE: 600 MM  COOLING RING: 2 MOUTHPIECES  PNEUMATIC EXTRACTOR  WIDTH OF EXTRACTOR: 2700 MM  WORKING WIDTH OF EXTRACTOR: 2500 MM  EXTRACTOR SPEED: UP TO 40 M/MIN  WINDER: SINGLE WITH AUTOMATIC CHANGING ROLLS  WINDER WIDTH: 2700 MM  WORKING WIDTH OF WINDER: 2500 MM  MAX. DIAMETER OF WINDING ROLLS: 500 MM  EQUIPMENT  1. ROTARY DIE SYSTEM  2. CARTRIDGE SCREEN CHANGER  3. MASS PRESSURE SENSOR IN THE PLASTIFICATION SYSTEM  4. ADDITIONAL AUTOMATIC WINDER FOR TAPE MANUFACTURE WITH THE MACHINE FOR WINNING OF TAPE STRIPS  5. ELECTRONIC FILM TENSION SENSOR FOR 2 WINDER  6. DISPERSAL ROLLERS 2700 MM - 4 PCS.  7. PUMP FOR LOADING THE GRANULES  8. AUTOMATIC LEAVING ROLLERS FOR 2 WINDERS  9. GRAVIMETRIC 4-COMPONENT DISPENSER OF GRANULES  DELIVERY TIME: 15 AUGUST 2018  CONDITIONS OF DELIVERY: RECEPTION BY THE ORDERING PARTY FROM THE PLACE INDICATED BY THE CONTRACTOR (TERRITORY OF POLAND) AFTER SUBMITTING THE DECLARATION OF READINESS TO PICK UP.  PAYMENT CONDITIONS:  - 10% - ORDER ADVANCE WITHIN 7 DAYS AFTER CONCLUDING THE CONTRACT - 20% - WITHIN 30 DAYS AFTER 10% PAYMENT - 70% - AFTER SUBMITTING THE DECLARATION OF READINESS TO PICK UP – 15 AUGUST 2018 | 1 piece |  |  |  |
| **EXTRUDER (BLOWING MACHINE) FOR THE PRODUCTION OF 3 LAYER FILM** | MATERIAL: LDPE, LLDPE, HDPE  MAX. WIDTH OF FILM: 1100 MM  THICKNESS OF FILM: LDPE 20-150 MICRONS, HDPE 15-100 MICRONS  MAX. OUTPUT: 150 KG/H  SCREW PARAMETERS: 55 MM, MIN. L:D - 32:1, BIMETALLIC X 2  DIAMETER OF DIE: 150/250 MM  COOLING RING: 200/300 - 2 MOUTHPIECES  PNEUMATIC EXTRACTOR  WIDTH OF EXTRACTOR: 1200 MM  WORKING WIDTH OF EXTRACTOR: 1100 MM  EXTRACTOR SPEED: UP TO 75 M/MIN  WINDER: SINGLE WITH AUTOMATIC CHANGING ROLLS  WINDER WIDTH: 1200  WORKING WIDTH OF WINDER: 1100 MM  MAX. DIAMETER OF WINDING ROLLS: 500 MM  EQUIPMENT  1. ROTARY DIE SYSTEM  2. CARTRIDGE SCREEN CHANGER X 2  3. MASS PRESSURE SENSOR IN THE PLASTIFICATION SYSTEM X 2  4. ELECTRONIC FILM TENSION SENSOR  5. DISPERSAL ROLLERS 1200 MM – 2 PCS.  6. PUMP FOR LOADING THE GRANULES WITH RAW MATERIAL DRYER X 2  7. JONIZER (ACTIVATION OF OVERPRINT)  8. GRAVIMETRIC 4-COMPONENT DISPENSER OF GRANULES X 2  DELIVERY TIME: 15 AUGUST 2018  CONDITIONS OF DELIVERY: RECEPTION BY THE ORDERING PARTY FROM THE PLACE INDICATED BY THE CONTRACTOR (TERRITORY OF POLAND) AFTER SUBMITTING THE DECLARATION OF READINESS TO PICK UP.  PAYMENT CONDITIONS:  - 10% - ORDER ADVANCE WITHIN 7 DAYS AFTER CONCLUDING THE CONTRACT - 20% - WITHIN 30 DAYS AFTER 10% PAYMENT - 70% - AFTER SUBMITTING THE DECLARATION OF READINESS TO PICK UP – 15 AUGUST 2018 | 1 piece |  |  |  |
| **IN TOTAL** | | |  |  |  |

Say: net value of the whole contract (Task 1): .........................................................................................................................................

Say: gross value of the whole contract (Task 1): ........................................................................................................................................

.............................. ……………. ….............................................

(city) (date) (signature of the authorized representative)

**Attachment no. 1b**

**The pricing form – Task 2**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **MACHINE PARK ELEMENTS** | | | | | |
| **DEVICE NAME** | **TECHNICAL PARAMETERS** | **QUANTITY** | **NET VALUE** | **VAT** | **GROSS VALUE** |
| **AUTOMATIC BAND MELT FILTER** | MATERIAL TO PRECESSED: POLIETYLEN (LDPE, HDPE)  AND POLIPROPYLEN (PP)  OUTPUT: 800 – 1900 KG/H DEPENDING ON THE LEVEL OF FILTRATION (90-150 MICRONS) AND LEVEL OF CONTAMINATION (MAX. 2 %).  TYPE OF CONTAMINATION IN MELT: PAPER, WOOD, TEXTILES, ORGANIC POLLUTION, MULTILAYER FILMS (PA/PE) EXCEPT PVC  FILTRATION AREA: MIN. 1000 CM2  CAPACITY OF ACCUMULATOR 8-12 LITER  WORK TEMPERATURE: MAX 250 DEGREES CELSIUS  MAX. WORKING PRESSURE: MIN. 200 BAR  WIDTH OF FILTRATION BELT: AROUND 300 MM  PRINCIPLE OF FILTER OPERATION: THE FILTER MUST OPERATE THIS WAY TO ENABLE THE CONTINUOUS EXTRUDER'S WORK. DURING THE FILTER BELT MOOVING, LOAD THE ACCUMULATOR. AFTER CHANGING THE SCREEN ACCUMULATOR PUSH A MELT ON A NEW SCREEN AREA WITH A CURRENT MASS FLOW.  START-UP: PRICE MUST CONTAIN COMMISSION ON THE CONTRACTOR'S PLANT WITH 3 DAY TRAINING FOR OPERATORS.  REMOTE SUPPORT: THE CONTROL CABINET MUST BE INCLUDED WITH THE INTERNET MODEM LETS TO A SOLID CONNECTION WITH THE SUPPLIER'S SERVICE FOR FAST RESPONSE TO POSSIBLE PROBLEMS WITH THE OPERATION OF THE MACHINE.  DELIVERY TIME: APRIL 2018  CONDITIONS OF DELIVERY: RECEPTION BY THE ORDERING PARTY FROM THE CONTRACTOR'S PLANT AFTER SUBMITTING THE DECLARATION OF READINESS TO PICK UP..  PAYMENT CONDITIONS: 30% ORDER ADVANCE - APRIL 2018,  70% - AFTER SUBMITTING THE DECLARATION OF READINESS TO PICK UP – APRIL 2018 | 1 piece |  |  |  |
| **IN TOTAL** | | |  |  |  |

Say: net value of the whole contract (Task 2): .........................................................................................................................................

Say: gross value of the whole contract (Task 2): ........................................................................................................................................

.............................. ……………. ….............................................

(city) (date) (signature of the authorized representative)

**Attachment no. 1c**

**The pricing form – Task 3**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **MACHINE PARK ELEMENTS** | | | | | |
| **DEVICE NAME** | **TECHNICAL PARAMETERS** | **QUANTITY** | **NET VALUE** | **VAT** | **GROSS VALUE** |
| **ROLOMAT** | AUTOMATIC WELDING-PERFORATING MACHINE FOR THE PRODUCTION OF BAGS ON ROLLS  INPUT MATERIAL: LDPE FILM  MASTER ROLL DIAMETER MAX. ( INPUT): 800 MM  WEB WIDTH SEALING MAX: 1000 MM  BAG LENGTH MIN-MAX: 600-3000 MM  CYCLES MIN, MAX PER MINUTES.: 160  ROLL CHANGES PER MINUTE MAX ( WITHOUT TAPE UNIT): 8 PCS.  ROLL CHANGES PER MINUTE MAX (WITH TAPE UNIT): 6 PCS.  WINDING WIDTH: 100-500 MM  EQUIPMENT:  1. TAPE UNIT FOR AUTOMATIC STICK LABELING ON WINDING ROLLERS.  2. SEALING BARS PROVIDING DOUBLE WELDING.  3. NO TENSION SEALING SYSTEM, GUARANTEED, REGULAR WELD.  4. DOUBLE „C” FOLDER  DELIVERY TIME: 15 AUGUST 2018  CONDITIONS OF DELIVERY: RECEPTION BY THE ORDERING PARTY FROM THE CONTRACTOR'S PLANT AFTER SUBMITTING THE DECLARATION OF READINESS TO PICK UP.  PAYMENT CONDITIONS: 30% ORDER ADVANCE - MARCH 2018,  70% - AFTER SUBMITTING THE DECLARATION OF READINESS TO PICK UP – 15 AUGUST 2018 | 1 piece |  |  |  |
| **IN TOTAL** | | |  |  |  |

Say: net value of the whole contract (Task 3): .........................................................................................................................................

Say: gross value of the whole contract (Task 3): ........................................................................................................................................

.............................. ……………. ….............................................

(city) (date) (signature of the authorized representative)

**Attachment no. 1d**

**The pricing form – Task 4**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **MACHINE PARK ELEMENTS** | | | | | |
| **DEVICE NAME** | **TECHNICAL PARAMETERS** | **QUANTITY** | **NET VALUE** | **VAT** | **GROSS VALUE** |
| **FORKLIFT** | MAST: TRIPLEX  NOMINAL LIFT WITH A CENTER OF LOAD 500 MM – 3000 KG  THE HIGHT OF RAISING: MIN. 5200 MM  HEIGHT OF COMPLEX MAST: MAX. 2500 MM  ENGINE: LPG  EQUIPMENT:  3 SECTIONS OF HYDRAULIC DISTRIBUTOR WITH CLASSIC LEVER  SIDE TRANSFER  FULL TIRES ("QUICK")  CLOSED CABIN FOR OPERATOR WITH HEATER  FORK: 1200X120X50  LOW-OPERATING STEERING SYSTEM FOR A CSE TRUCK  DRIVING LOCK, LIFTING AND TILTING DURING THE OPERATOR ABSENCE  THE ABSORBED OPERATOR SEAT WITH A SAFETY BELT  ADJUSTABLE STEERING COLUMN  STEERING HANDLE  STERRING SUPPORT  TOWER ROLLER  TRANSMISSION AUTOMATIC  BACK SIGNAL  RETAINING BRACKET WITH ADDITIONAL AUDIBLE SIGNAL  LIGHTING: SIDE, STOP, REAR, REVERSE, FRONT AND REAR WORKING, DIRECTION INDICATORS  TECHNICAL DOCUMENTATION: OPERATING INSTRUCTIONS, MAINTENANCE LOG, CE CERTIFICATE,  DELIVERY: IN THE PRICE  GUARANTEE: 3 YEARS, WITHOUT LIMIT OF WORK  SERVICE: ARRIVAL UP TO 12 HOURS FROM NOTIFICATION  DELIVERY TIME: JULY 2018  TERMS OF DELIVERY: DELIVERY BY THE CONTRACTOR TO THE ORDERING PARTY.  PAYMENT CONDITIONS: 100% AFTER DELIVERY OF THE FORKLIFT - JULY 2018 | 1 piece |  |  |  |
| **IN TOTAL** | | |  |  |  |

Say: net value of the whole contract (Task 4): .........................................................................................................................................

Say: gross value of the whole contract (Task 4): ........................................................................................................................................

.............................. ……………. ….............................................

(city) (date) (signature of the authorized representative)

**Attachment no. 1e**

**The pricing form – Task 5**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **MACHINE PARK ELEMENTS** | | | | | |
| **DEVICE NAME** | **TECHNICAL PARAMETERS** | **QUANTITY** | **NET VALUE** | **VAT** | **GROSS VALUE** |
| **AIR COMPRESSOR WITH A TANK** | OUTPUT MIN. 4-5 M3 / MIN at 10 BAR  ENGINE: 26-30 KW  EQUIPMENT:  AIR DRYER WITH FILTER  TANK FOR COMPRESSED AIR WITH CAPACITY 2000 L WITH COMPLETE ACCESSORIES  TECHNICAL DOCUMENTATION: INSTRUCTIONS FOR USE, DOCUMENTS FOR TECHNICAL DOSS  DELIVERY: IN PRICE  INSTALLATION AND START-UP: IN THE PRICE  GUARANTEE: 2 YEARS, WITHOUT LIMIT OF WORK  DELIVERY TIME: JULY 2018  TERMS OF DELIVERY: DELIVERY BY THE CONTRACTOR TO THE ORDERING PARTY.  PAYMENT CONDITIONS: 100% AFTER DELIVERY OF THE APPLIANCE - JULY 2018 | 1 piece |  |  |  |
| **IN TOTAL** | | |  |  |  |

Say: net value of the whole contract (Task 5): .........................................................................................................................................

Say: gross value of the whole contract (Task 5): ........................................................................................................................................

.............................. ……………. ….............................................

(city) (date) (signature of the authorized representative)

**Attachment no. 1f**

**The pricing form – Task 6**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **MACHINE PARK ELEMENTS** | | | | | |
| **DEVICE NAME** | **TECHNICAL PARAMETERS** | **QUANTITY** | **NET VALUE** | **VAT** | **GROSS VALUE** |
| **AUTOMATIC WELDING-PERFORATING MACHINE FOR PRODUCTION OF FOIL BAGS** | MATERIAL: FOLIA LDPE, HDPE, MDPE, LLDPE  MAX.DIAMETER OF MAIN ROLLER (ENTRY):100 MM  MAX. WELD WIDTH: 1300 MM  BAG LENGH MIN-MAX: 150-3500 MM  MAX. QUANTITY OF CYCLE PER MINUTE.: 15-90 DEPENDING ON THE TYPE OF FILM  THICKNESS OF FILM:15-150 MICRONS DEPENDING ON THE TYPE OF FILM  EQUIPMENT:  1. AUTOMATIC REWINDER: ROLLER  2. SYSTEM THAT ALLOWS A DOUBLE SEAL OF BAG  3. CUTTING SYSTEM: "RUNNING" KNIFE  4. EXTRACTION TABLE: AUTOMATIC, WIDTH 1500 MM  5. PERFORATING-ROLLING SYSTEM FOR PRODUCTION OF FOIL HOODS ON ROLLS  DELIVERY TIME: JULY 2018  CONDITIONS OF DELIVERY: RECEPTION BY THE ORDERING PARTY FROM THE CONTRACTOR'S PLANT AFTER SUBMITTING THE DECLARATION OF READINESS TO PICK UP.  PAYMENT CONDITIONS: 30% ORDER ADVANCE - APRIL 2018  70% - AFTER SUBMITTING THE DECLARATION OF READINESS TO PICK UP – JULY 2018 | 1 piece |  |  |  |
| **IN TOTAL** | | |  |  |  |

Say: net value of the whole contract (Task 6): .........................................................................................................................................

Say: gross value of the whole contract (Task 6): ........................................................................................................................................

.............................. ……………. ….............................................

(city) (date) (signature of the authorized representative)

**Attachment no. 2**

Company stamp

**Tender form**

**for the request for quotation no. 2/2018**

**concerning delivery of equipment to the machine park**

**within the scope of the project called “Construction of a plastic bag manufacturing plant”**

**This tender is submitted by (the Economic Operator’s details):**

Name of the Economic Operator or Operators in case of a joint tender:

..................................................................................................................................

Address: ........................................................................................................................

REGON: .......................................... NIP..........................................

Phone ........................................................

Fax ........................................... to which the Contracting Authority shall send correspondence

email address..........................................................

In response to announcement of the request for quotation for:

**delivery of equipment to the machine park**

**within the scope of the project called “Construction of a plastic bag manufacturing plant”**

* + - 1. We submit a tender of performing the subject-matter of the contract within the scope specified in the request for quotation no. 2/2018:

Task 1

1. net PLN / EUR / USD\* ............................

(say ............................................................................................. PLN / EUR / USD\*)

1. gross with VAT in the amount of ...... % PLN / EUR / USD\* ..................................

(say ............................................................................................. PLN / EUR / USD\*)

in accordance with the pricing form constituting Attachment no. 1a to the request

Task 2

1. net PLN / EUR / USD\* ............................

(say ............................................................................................ PLN / EUR / USD\*)

1. gross with VAT in the amount of ...... % PLN / EUR / USD\*................................

(say ............................................................................................. PLN / EUR / USD\*)

in accordance with the pricing form constituting Attachment no. 1b to the request

Task 3

1. net PLN / EUR / USD\*............................

(say .......................................................................................... PLN / EUR / USD\*)

1. gross with VAT in the amount of ...... % PLN / EUR / USD\*..................................

(say ........................................................................................... PLN / EUR / USD\*)

in accordance with the pricing form constituting Attachment no. 1c to the request

Task 4

1. net PLN / EUR / USD\*............................

(say ............................................................................................. PLN / EUR / USD\*)

1. gross with VAT in the amount of ...... % PLN / EUR / USD\* ..................................

(say .............................................................................................. PLN / EUR / USD\*)

in accordance with the pricing form constituting Attachment no. 1d to the request

Task 5

1. net PLN / EUR / USD\* ............................

(say .............................................................................................. PLN / EUR / USD\*)

1. gross with VAT in the amount of ...... % PLN / EUR / USD\*................................

(say .............................................................................................. PLN / EUR / USD\*)

in accordance with the pricing form constituting Attachment no. 1e to the request

Task 6

1. net PLN / EUR / USD\* ............................

(say ............................................................................................. PLN / EUR / USD\*)

1. gross with VAT in the amount of ...... % PLN / EUR / USD\*...........................

(say .............................................................................................. PLN / EUR / USD\*)

in accordance with the pricing form constituting Attachment no. 1f to the request

\* delete the inapplicable currency

2. We hereby declare that the offered guarantee period for all elements of delivery under the Task ........... is ............ months (min. 6 months, max. 36 months).

**NOTE: The guarantee period shall be a criterion taken into account in tender evaluation.**

3. We declare that all delivery elements will be new, complete, free from structural and material defects, and after assembly / installation they will be free of production defects.

4. At the same time, we declare that should our tender be selected, we undertake to execute the contract for the remuneration specified in this Form.

5. We declare that the tender price has been determined taking into account all the conditions referred to in this request for quotation concerning execution of the abovementioned contract.

6. We declare that the contract will be executed within the time limit:

- by 15 August 2018

7. The method of payment and delivery has been specified in the Pricing Form, separately for each task.

8. We declare that we have read the contract conditions and we shall not raise any objections to it and that we have obtained the necessary information to prepare the tender.

9. I hereby declare that on the day of submitting tenders, the Economic Operator which I represent:

1) meets the conditions for participation in the procedure specified by the Contracting Authority in the request for quotation

2) is not subject to exclusion from the procedure

3) is not in arrears in payment of social security contributions or taxes

4) does not have capital or personal links with the Contracting Authority, whereby capital and personal links shall be understood as interconnections between the Contracting Authority or persons authorized to assume obligations on behalf of the Contracting Authority or persons performing activities related to preparation and conduct of the Economic Operator selection procedure on behalf of the Contracting Authority and the Economic Operator consisting in;

a) participating in a company or a partnership;

b) owning at least 10 % of shares or stocks;

c) performing the function of a member of the supervisory or management body, a proxy, a plenipotentiary;

d) remaining in matrimony, consanguinity or affinity in direct line or consanguinity or affinity in indirect line in the second degree or being related due to adoption, legal custody or guardianship;

I hereby declare that all information provided in the above statements is up-to-date and true and have been provided with full awareness of the consequences of misleading the Contracting Authority when providing the information.

.............................. ……………. ….............................................

(city) (date) (signature of the authorized representative)**Attachment no. 3**

**Contract no. ... / 2018**

concluded on ............... .. in Koszalin with the Economic Operator who has submitted the selected tender is below the amount specified in the regulations issued on the basis of art. 11 section 8 of the Public Procurement Law.

The Contracting Authority: RESACO Sp. z o.o., ul. Słowiańska 2C, 75-846 Koszalin

represented by: …………….

and the Economic Operator:

…………………………………………………

represented by: …………….

Concluded the Contract reading as follows:

**§ 1. Subject-matter of Contract**

1. The subject-matter hereof shall be sale, delivery (if applicable) and assembly (if applicable) by the Economic Operator to the Contracting Authority of Equipment / Machinery described in detail in Attachment no. 1a to 1f to the request for quotation constituting at the same time Attachment no. 1 hereto.

2. The method of delivery of devices to the premises of the Contracting Authority has been specified in the Pricing Form (separately for each task).

3. The Economic Operator shall provide the Contracting Authority with instructions for using the Equipment in Polish and CE conformity certificates of the Equipment.

4. If applicable, the Economic Operator undertakes to deliver (including safe transport, customs duties, unloading, unpacking, repacking, carrying in) and assemble (including settings in the indicated location, possible anchorage) the Equipment. Any costs resulting therefrom shall be covered by the Economic Operator.

5. The Economic Operator declares that it has the authorizations and consents necessary to execute the Contract for the Contracting Authority. The Economic Operator declares that it conducts business in accordance with the applicable law, and conclusion and execution hereof by the Economic Operator does not and shall not violate any provisions and applicable standards.

6. All activities aimed at the performance of the subject-matter hereof should be carried out by the Economic Operator in a manner consistent with the engineering rules, industry standards as well as occupational health and safety regulations and other applicable legal provisions.

7. All delivered devices should be brand new and should meet the requirements of relevant standards, including safety standards.

**§ 2. Contract execution, time limits**

1. The Contract should be executed no later than on 15 August 2018. The time limit shall include all necessary acceptances and commissioning.

2. The Economic Operator shall notify the Contracting Authority about the exact time of delivery and assembly, if applicable, in writing no later than 7 days before the planned delivery date.

3. The transfer of ownership of the Equipment to the Contracting Authority shall take place on the day when the Parties sign the Acceptance Protocol.

4. In the case of notification in the Acceptance Protocol of the necessity to remove defects or failures or make corrections, the Economic Operator undertakes to remove them and perform them at the time specified by the Contracting Authority in the Protocol, and such corrections shall be subject to re-acceptance.

5. The time limits for Contract execution specified in this paragraph shall be deemed to be met only if the Parties have signed relevant Protocols without reservations.

**§ 3. Remuneration and payment terms and conditions**

1. The Contracting Authority undertakes to pay for the subject-matter of the contract the following contractual price:

Task 1:

a) net PLN / EUR / USD: ……………………………………………

(say .............................................................................................. PLN / EUR / USD)

b) gross with VAT in the amount of 23%: PLN / EUR / USD ..............................

(say ............................................................................................ PLN / EUR / USD)

in accordance with the Pricing Form constituting Attachment no. 1a to the request

Task 2:

a) net PLN / EUR / USD: ………………………………………………

(say ........................................................................................... PLN / EUR / USD)

b) gross with VAT in the amount of 23%: PLN / EUR / USD............................

(say ............................................................................................ PLN / EUR / USD)

in accordance with the Pricing Form constituting Attachment no. 1b to the request

Task 3:

a) net PLN / EUR / USD: ………………………………………….

(say ............................................................................................. PLN / EUR / USD)

b) gross with VAT in the amount of 23%: PLN / EUR / USD............................

(say ............................................................................................. PLN / EUR / USD)

in accordance with the Pricing Form constituting Attachment no. 1c to the request

Task 4:

a) net PLN / EUR / USD: ………………………………………………

(say ........................................................................................... PLN / EUR / USD)

b) gross with VAT in the amount of 23%: PLN / EUR / USD..........................

(say ............................................................................................ PLN / EUR / USD)

in accordance with the Pricing Form constituting Attachment no. 1d to the request

Task 5:

a) net PLN / EUR / USD: …………………………………………

(say ........................................................................................... PLN / EUR / USD)

b) gross with VAT in the amount of 23%: PLN / EUR / USD............................

(say ............................................................................................ PLN / EUR / USD)

in accordance with the Pricing Form constituting Attachment no. 1e to the request

Task 6:

a) net PLN / EUR / USD: ………………………………………………………………….

(say ................................................................................................ PLN / EUR / USD)

b) gross with VAT in the amount of 23%: PLN / EUR / USD.............................

(say ................................................................................................ PLN / EUR / USD)

in accordance with the Pricing Form constituting Attachment no. 1f to the request

The price shall include all costs and fees that may occur, in particular, costs of insurance, transport, etc. ( if concerns – see pricing form ). The abovementioned price shall not be increased due to the inflation rate. The Economic Operator shall not be entitled to any claims against the Contracting Authority related to Contract execution other than payment of the agreed price. The agreed price shall constitute the entire remuneration of the Economic Operator and shall cover all risks and costs related to Contract execution.

2. The Contracting Authority undertakes to pay the amount due through bank transfer to the account of the Economic Operator  
........................................ .................................................. ................................. in the bank  
..................................................................................................................................,  
under the conditions specified in the Pricing Form – Attachment no. 1a-1f. Payment shall take place on the day of charging the bank account of the Contracting Authority.

3. The Parties declare that they are VAT payers authorized to issue and receive VAT invoices:

NIP of the Economic Operator: …………………………………..

NIP of the Contracting Authority : …………………………………

**§ 4. Guarantee conditions, warranty**

1. The Economic Operator shall provide the Contracting Authority with a guarantee and warranty for the sold Equipment for the period of ................... months (not shorter than 6 and not longer than 36 months) from the date of signing the acceptance protocol.

2. The Economic Operator guarantees that the subject-matter hereof is brand new and free from defects. Should it be found upon acceptance that the devices have visible damage, are inconsistent with the contract or delivery is incomplete, the Economic Operator undertakes to replace the device for one that is free from defects within 3 working days.

3. Should, during the guarantee period, defects be found in the devices, which prevent their proper use, the Economic Operator shall be obliged to replace the faulty Device element for a new one, free from defects at its own expense and risk, within 14 working days from the date of submitting a written complaint.

4. The notification should contain the date and time of noticing the defect, as well as its detailed description.

5. The Economic Operator shall be obliged to confirm reception of a failure notification in writing or by email. The repair shall be confirmed each time by signing a service protocol by the parties, containing a confirmation of reported defect or failure removal and indication of spare parts used by the Economic Operator to remove the defect or failure.

6. In the case of not removing the defect completely during the service visit, a service report should be prepared, containing a description of performed activities and a detailed description of the Contracting Authority's remarks and reservations, as well as a set schedule for further service activities.

**§ 5**. **Contact persons**

1. On the part of the Contracting Authority, the person responsible for proper contract execution shall be ....................., phone …………………….

2. On the part of the Economic Operator, the person responsible for proper contract execution shall be ....................., phone …………………….

**§ 6.** **Responsibility, contractual penalties**

In the case of non-performance or improper performance hereof:

1. the Economic Operator undertakes to pay the Contracting Authority contractual penalties:
   1. in the amount of 1% of gross contractual remuneration, should the Contracting Authority withdraw from this Contract due to circumstances for which the Economic Operator shall be responsible
   2. in the amount of 0.05% of the gross contractual remuneration for each day of delay in performance of the subject-matter of the contract or its part.
2. The contractual penalty should be paid within 14 days of the request.
3. The total amount of contractual penalties referred to in paragraph 1 point 2) may not exceed 5% of net contractual remuneration.

**§ 7**. **Withdrawal from Contract**

1. By the date of signing the technical acceptance protocol, the Contracting Authority shall be entitled

to withdraw from the Contract in the following cases:

1. Should the Economic Operator deliver Equipment with parameters other than those specified in the Pricing Form
2. Should the Economic Operator, within time limits specified herein, not commence Contract execution or stop its execution and within 7 days or, in specific circumstances, within a shorter period than specified herein, not start or restart Contract execution.
3. Should the Economic Operator transfer rights or obligations hereunder in whole or in part to a third party.
4. Should the Economic Operator employ a subcontractor without a written consent of the Contracting Authority.
5. Should the Contracting Authority determine on the basis of sufficient evidence that the Economic Operator or other person acting on its behalf has offered to give any financial or personal benefit, donation, gift or any other benefit in connection with the Contract or anything related to Contract execution, provided that the Economic Operator has been given the opportunity to present its explanations to the Contracting Authority should it request it.
6. In cases provided for by the law.

2. A declaration on withdrawal from the Contract shall require a written form.

3. Except for the cases specified herein and the Civil Code, the Contracting Authority may withdraw from the contract in the case specified in art. 145 of the Public Procurement Law of 29 January 2004 .

**§ 8. Final Provisions**

1. The Parties agree that this Contract constitutes the entire agreement between the Parties regarding matters regulated herein and there are no other conditions for its execution – either verbal or written – than those contained herein. All previous agreements, statements or arrangements between the Parties regarding the subject matter hereof shall be replaced hereby.

2. The parties exclude the possibility of transferring receivables resulting from this Contract to a third party.

3. No rights or obligations of the Economic Operator specified herein may be transferred in any manner without a prior consent of the Contracting Authority expressed in writing under pain of nullity.

4. Nothing herein shall be construed to constitute, establish, cause or otherwise imply creation of a joint venture, civil law partnership, agency or employment relationship of any kind between the Parties.

5. Each Party shall independently cover all costs and expenses related to implementation of the provisions hereof by it.

6. This Contract may be amended and supplemented only in writing under pain of nullity. A change of the contact person of a given Party requires informing the other Party in writing or by fax without the need to prepare a written annex hereto.

7. Any disputes arising from this Contract or in connection herewith shall be settled amicably by the Parties. Should the Parties fail to reach agreement, disputes arising from this Contract or in connection herewith shall be brought in the court having jurisdiction over the registered office of the Contracting Authority. This Contract may be amended only with the consent of both parties in the form of a written annex under pain of nullity.

8. In matters not regulated hereby, the provisions of the Civil Code and Polish law shall apply, and disputes shall be settled by a court having jurisdiction over the registered office of the Contracting Authority.

9. All attachments hereto shall constitute integral part hereof.

10. Provisions in the tender and in the detailed description of the subject-matter of the Contract shall constitute integral part hereof.

11. The Contract has been drawn up in two identical copies, one for each Party.

**Economic Operator Contracting Authority**

**Attachment no. 4**

Company stamp

**DECLARATION OF THE ECONOMIC OPERATOR(S)**1

**- TEMPLATE-**

Name of the Economic Operator \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of the Economic Operator \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Information about belonging or not belonging to the same capital group within the meaning of the Act of 16 February 2007 on competition and consumer protection (Journal of Laws no. 50, item 331, as amended)**

As a participant of the procurement procedure conducted in the form of a request for quotation

**No. 2/2018 concerning delivery of equipment to the machine park within the scope of the project called “Construction of a plastic bag manufacturing plant”** I hereby inform that\*:

a) I/we do not belong to a capital group

b) I/we belong to a capital group and present a list of entities belonging to the same capital group:

List of entities belonging to the same capital group (name and address):

1. ......................................................................................................

2. .......................................................................................................

(...)

.............................. ……………. ….............................................

(city) (date) (signature of the authorized representative)

**1 Signed by each Economic Operator submitting the tender. In the case of Economic Operators jointly competing for award of a contract, the above document is signed by all members of the consortium or a Proxy on behalf of the entire consortium**

**\*delete where not applicable**