



**Filar Fijałkowscy Spółka Jawna**  
Zaryń 46  
62-619 Sadlno  
Email: [s.fijalkowski@filar.info.pl](mailto:s.fijalkowski@filar.info.pl)  
website: [www.filar.info.pl](http://www.filar.info.pl)

**The case mark: 5/11/2018/FILAR**

Zaryń, 15 November 2018

**ENQUIRY FOR QUOTATION  
AND THE SPECIFICATION OF THE CONTRACT FULFILMENT  
(Hereinafter referred to as ZiS)**

I invite you to make an offer concerning the supply of plying machine for Filar Fijałkowscy Spółka Jawna with its seat in Zaryń 46, 62-619 Sadlno

The contract awarding procedure is carried out as an enquiry **for quotation of the order value which exceeds the equivalent of the amount 209.000 Euro net i.e. excluding the tax on goods and services(VAT) expressed in Polish zlotys .**

It was approved on:  
15/11/2018

Signature: **FILAR** FIJAŁKOWSCY Sp.J.

WŁAŚCICIEL  
  
Stawomir Fijałkowski

**FILAR** FIJAŁKOWSCY  
SPÓŁKA JAWNA  
ZARYŃ 46 62-619 SADLNO  
tel/fax 63/261 48 84; 63/261 48 83  
NIP: 666-10-03-530 REGON: 310199272



**1 The Name(The company) and the Contracting Authority's address:**

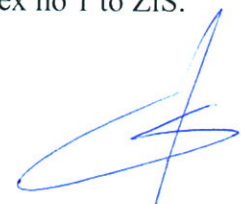
- 1.1 Filar Fijałkowski Spółka Jawna
- 1.2 Address: Zaryń 46, 62-619 Sadlno
- 1.3 Tel no: +48, 63 26 14,884
- 1.4 E-mail: s.fijalkowski@filar.info.pl
- 1.5 NIP: 6661003530
- 1.6 Regon: 310199272

**2 Contract awarding procedure**

- 2.1 The proceeding is carried out in the form of the enquiry for quotation in the estimated value of the order which exceeds the equivalent of the amount 209.000 Euro net i.e. excluding the tax on goods and services(VAT) expressed in Polish zlotys.
- 2.2 The contract awarding procedure is carried out in the form of announcing the enquiry for quotation pursuant to the conditions provided in this zis according to the competitiveness rule in particular on the basis of the law of 23 April 1964- Civil Code(u.t. Journal of Laws 2016 item 380 as amended) , The guidelines in terms of eligibility of costs within the European Fund of the Local Development, European Social Fund and the Cohesion Fund for the years 2014-2020 in the scope in which they apply.
- 2.3 The kind of contract: supply

**3 The description of the object of contract**

- 3.1 The object of contract is the election of the Supplier to carry out the supply of plying machine 1 pcs. for Filar Fijałkowski Spółka Jawna with its seat in Zaryń 46, 62-619 Sadlno
- 3.2 The detailed description of the object of contract is included in the annex no 4 to ZiS.
- 3.3 The Supplier shall ensure the contract FULFILMENT within 365 days counted since the date of entering into the agreement until signing the final acceptance protocol, however the Contracting Authority accepts the possibility of its earlier fulfilment.
- 3.4 The Supplier is obliged to offer at least 12 month warranty and surety for the offered object of the contract counted since the next day after the final acceptance protocol was signed according to the conditions provided for in the minimal requirements list to the supply contract which constitute annex no 1 to ZiS.
- 3.5 The Supplier has to offer at least 14 day invoice due date counted from the date of invoice delivery and terms of payment in compliance with the minimal requirements list to the supply contract which constitute annex no 1 to ZiS.
- 3.6 The Contracting Authority accepts the possibility of entrusting a part of the contract to the subcontractors. In this case the offer should contain the list of subcontractors with the scope of tasks entrusted to them(the parts of the order).
- 3.7 The Supplier has to enclose all the documents and statements and annexes presented in ZiS to the offer.
- 3.8 The mark of the object of contract according to the code of the Common Procurement Vocabulary CPV: 42800000-4 Machines for the production of paper and cardboard.
- 3.9 The offers which are not in compliance with the technical and functional requirements presented in annex no 4 to ZiS shall be rejected.
- 3.10 The Contracting Authority does not accept partial offers.
- 3.11 The Contracting Authority does not accept variants.
- 3.12 THE CONDITIONS OF THE fulfilment of the contract were also included in the minimum requirement list to the supply contract which constitute annex no 1 to ZiS.







#### **4 The conditions of awarding procedure participation and the description of the way of assessment of meeting these conditions.**

4.1 The following Suppliers may participate in the procedure:

4.1.1 **Who have knowledge and experience necessary to fulfil the contract,**

4.1.2 **Who have the technical potential, and staff capable of fulfilling the contract and who are in the economic or financial situation which enable them to fulfil the contract.**

The requirements referred to in point 4.1.1 and 4.1.2 shall be deemed as met on the basis of The Supplier's declaration made in the tender form (p.6 and 7 of the form).

4.1.3 **Who are not excluded from the awarding procedure:**

The Suppliers excluded from the contract awarding procedure are the ones who have capital or personal ties with the Contracting Authority whereby capital or personal ties are understood as mutual ties between the Contracting Authority or the persons authorised to incur liabilities on behalf of Contracting Authority or the persons performing on behalf of Contracting Authority activities related to the preparation and carrying out the contract awarding procedure and the Supplier which include in particular:

- 1) having interests in the company as a shareholder of the civil partnership or partnership,
- 2) having shares or at least 5% of stocks,
- 3) being a member of the supervisory or management board, proxy , plenipotentiary of the Board,
- 4) being in such legal or factual relation which may raise justified doubts concerning the impartiality of the election of the supplier in particular being married to each other, being in direct relation or kinship, secondary relation or kinship up to second degree or related due to adoption, custody or wardship.

In order to confirm the lack of grounds for the exclusion of the Supplier from the contract awarding procedure, The Supplier is obliged to make a statement about the lack of capital and personal ties with the Contracting Authority in accordance with the specimen enclosed to ZiS(Annex no3).

4.2 The Suppliers who do not meet the requirements referred to in p. 4.1 shall be excluded from the contract awarding procedure.

4.3 Suppliers may jointly apply for the contract award. In this case Suppliers appoint a representative to represent them in the contract awarding procedure or to represent them in the procedure and to enter into the contract. All the correspondence with the suppliers jointly applying for the contract award shall be made exclusively through the above mentioned representative.

4.4 The suppliers who apply jointly for the contract award shall jointly meet the requirements of the participation in the procedure and submit documents which confirm the fact that they meet these requirements.

4.5 The provisions and requirements determined in ZiS concerning the Supplier are applied respectively to Suppliers who participate jointly i.e consortiums.

#### **5 The list of statements or documents which are to be provided to the Contracting Authority in order to meet the requirements of participation in the contract awarding procedure and other required documents.**

5.1 In order to prove the lack of grounds for exclusion from the contract awarding procedure the Supplier shall submit:





5.1.1 Documents and statements referred to in p.4.1 and other documents indicated in ZiS.

5.2 Documents are submitted in Polish or in English.

**6 The information about the way of communication between the Contracting Authority and Suppliers and passing statements and documents and indication of the people authorised to communicate with suppliers.**

- 6.1 The Contracting Authority and Suppliers pass all the statements, applications, notifications and information in this procedure in writing by fax, email except for the letter of tender which should be submitted in the written form in a closed envelope at a place and until the deadline for making tenders. The documents in an email form are documents signed by the entitled or authorised person/s to appear on behalf of the Supplier, and which are scanned and sent as attachments. In case of statements, applications, notifications and information sent by fax or by email, each of the parties at the request of the other party immediately confirms the fact that they have been received. The Contracting Authority's contact details were given in p.1.
- 6.2 The Supplier may turn to the Contracting Authority to explain ZiS and the Contracting Authority shall provide explanations immediately on condition that the application to explain the ZiS content was received by the Contracting Authority not later than the end of the day when half of the term to make tenders passed.
- 6.3 If the application to explain the content of ZiS was received after the deadline for submission of application referred to in p. 6.2 or concerns the explanations which had already been made, the Contracting Authority may provide explanations or the application may not be further considered, and the possible extension of the deadline of tender submission does not affect the time limit for the application submission.
- 6.4 The Contracting Authority passes the content of explanations and/or questions and answers to all the Suppliers by publishing them on the web page on which ZiS had been published without revealing the source of question.
- 6.5 This ENQUIRY FOR QUOTATION may be changed before the deadline for tender submission provided for in the ENQUIRY FOR QUOTATION In this case the deadline for tender submission shall be extended by the time necessary to make changes in tenders if it is necessary because of the scope of the introduced changes.
- 6.6 The contract awarding procedure is carried out in Polish or in English.
- 6.7 The person authorised to contact Suppliers: Sławomir Fijałkowski, mobile /+48/ 606 227 731, email: s.fijalkowski@filar.info.pl

**7 Requirements concerning the bid bond**

The Contracting Authority does not anticipate the necessity of paying the bid bond.

**8 The tender validity**

- 8.1 The tender validity is 60 days.
- 8.2 Running the tender validity period starts with the deadline of tender submission.

**9 The description of the way of tender preparation**

- 9.1 The Supplier may submit only one tender for the object of contract.
- 9.2 The content of the tender shall be compliant with the ZiS content.
- 9.3 The tender with the appendixes which constitute its integral part shall be made by the Supplier according to this ZiS provisions.







- 9.4 The tender should be drawn up according to the “Bid Proposal Form” specimen and its appendixes, which constitute the integral part of ZiS. The offer with appendixes should be filled in in a legible manner.
- 9.5 It is required that all the offer pages with appendixes should be signed by the person(persons) authorised to make declaration of will on behalf of the Supplier.
- 9.6 The Supplier is obliged to indicate in the offer the details which explicitly identify the offered object in particular the manufacturer's name, name and the kind of equipment, symbol, model and enclose its technical or functional description to the offer and/or(technical specification) or a producer's /'catalogue/s( brochure/s) indicating in particular the offered type, kind, model manufacturer, catalogue number, product characteristic, the detailed technical specification or other vital details), which would allow the full and explicit assessments of the consistency of the offered equipment and their parameters with ZiS requirements.
- 9.7 The offer shall be null and void unless made in writing.
- 9.8 It is recommended that all pages of the offer with the appendixes are numbered and joined in a permanent way.
- 9.9 The Supplier places the offer in an envelope marked with the name and address of the Contracting Authority and described in the way presented in p. 10.2 ZiS.
- 9.10 The Supplier may introduce changes or withdraw the offer made by him exclusively before the offer submission deadline and on condition that before this time limit the Contracting Authority receives a written notification about the introduced alterations or withdrawal of the offer. The notification should be described in the way indicated in p.9.9 and additionally marked with the words”CHANGE” or “WITHDRAWAL”.
- 9.11 All the amendments or changes in the text of the offer should be initialised by the person(persons) who sign the offer and dates when they were made.
- 9.12 The information which constitute the company secret in the view of regulations concerning combating unfair competition are not to be disclosed if the Supplier not later than on the date of offer submission warned that it may not be disclosed and proved that the classified information constitute the company's secret. A the same time the Contracting Authority informs that for the needs of inspection or the settlement of this contract made by persons or entities who are authorised to do it, he reserves the right to disclose information which are company's secret in the view of regulations concerning combating unfair competition , if it is necessary.

## **10 The place and date of offer submission and opening**

- 10.1 The offers are to be submitted in a paper form at the Contacting Authority's address: Filar Fijałkowski Spółka Jawna, Ul. Kujawska 9 (former ul. 19 Stycznia), 87-860 Chodecz, until 18 December 2018 until 15:00.
- 10.2 The Supplier should place the offer in an envelope addressed to the Contracting Authority at the address set out in p. 10.1. ZiS which will have the following markings: “The offer in the scope of supply of the plying machine for Filar Fijałkowski Spółka Jawna; case mark: 5/11/FILAR/2018 - do not open before 18 December 2018 15:05” and provide the Supplier's address seal on the envelope.
- 10.3 The offers submitted after the deadline shall not be considered.

## **11 The description of the way of the price calculation.**

- 11.1 The offer price should be indicated in the bid proposal form which constitutes Appendix no 2 to the enquiry for quotation.





- 11.2 The offer price should be flat-rate amount which would include all the cost related to the proper and timely performance of the object of the contract including the sale, transport, delivery and the assembly of equipment.
- 11.3 The flat - rate amount should be provided in Polish Zlotys(PLN) Euro(EUR) or American dollars(USD) and calculated with the accuracy to two decimal places.
- 11.4 In case of providing the price in Euro(EUR) or American dollars (USD) the Contracting Authority shall convert the price in Euro(EUR) or American dollars (USD) into Polish zlotys PLN according to the average exchange rate of National Polish Bank on the day of opening the offers. In order to compare the offers the Contracting Authority shall accept net prices for each bidder.
- 11.5 The settlements between The Supplier and Contracting Authority shall be made in Polish zlotys (PLN), Euro(EUR) or American dollars(USD) dependent on the currency in which the most advantageous offer was made.

**12 The description of criteria which will be used by the contracting authority to choose an offer, giving the importance of these criteria and the manner of assessment of offers.**

12.1 The Contracting Authority shall only assess the offers which are not subject to rejection and submitted by the suppliers who are not subject of exclusion from the procedure. The Contracting Authority shall assess the offers for the separate parts of contract according to the following criteria:

12.1.1 Price - 90 points

12.1.2 Warranty- 10 points

The maximum number of points which the Supplier may receive in the scope of all the above mentioned criteria amounts to 100.

1) Points which are given for the criterion ‘price’ shall be calculated according to the following formula:

$$C = (C_{min} : C_o) \times 90$$

where:

C- the number of points assigned to a given offer for the price,

C<sub>min</sub> - the lowest price from among the valid offers.

C<sub>o</sub> - the price given by the Supplier for which the result is calculable,

Thus the maximum number of points which the Supplier may receive in the scope of criterion “price” amounts to 90.

2) Points which are given for the criterion ‘warranty’ for the whole contract shall be calculated according to the following formula:

$$G = ((G_o - 12) / 12) \times 5$$

where:

G-the number of points assigned to a given offer for the warranty,

G<sub>o</sub> - the warranty given in months by the Supplier for which the result is calculable.

The warranty period for the whole order granted for over 36 months won't be additionally ranked and it will be placed in the formula as 36.

Thus the maximum number of points which the Supplier may receive in the scope of criterion “warranty” amounts to 10.





- 12.2 After the offer assessment all the points shall be added by the tender board for each criterion. The sum shall constitute the final assessment of each offer.
- 12.3 Each point calculation shall be made with accuracy to two decimal places.
- 12.4 The Supplier's offer which will have the highest summary number of points shall be deemed as the most advantageous. In case of the equal number of points the price will be decisive i.e. the offer of the Supplier with the lowest price shall be considered the most advantageous.
- 12.5 In the course of examination and assessment of the offers Contracting Authority may demand explanations from the Suppliers concerning the content of the submitted offers.
- 12.6 The Contracting Authority shall call the Suppliers who have not submitted in the determined time limit statements, documents or authorisations required by the Contracting Authority or the ones who submitted the above mentioned statements and documents or authorisations required by the Contracting Authority with errors to submit them in the determined time limit not shorter than 3 working days unless in spite of their submission the Supplier's offer is rejected or it would be necessary to invalidate the procedure.
- 12.7 The Supplier corrects clerical errors, calculation errors and other errors in the offer notifying the Contracting Authority about it.  
The Supplier making an offer informs the Contracting Authority if the election of the offer shall result in the Supplier's tax obligation indicating the name of goods or services the supply or rendering of which shall result in tax obligation.
- 12.8 If the offer was made the election of which results in tax obligation on the part of the Contracting Authority pursuant to the tax on goods and services regulations, the Contracting Authority in order to assess such an offer adds the value of tax on goods and services to the presented offer which he would have to settle in accordance with these regulations.
- 12.9 The Contracting Authority rejects an offer in particular when:
- 12.9.1 Its content is not compliant with the content of this enquiry for quotation in particular the offered object of contract is not compliant with the requirements described in ZiS except as stated in this ZiS.
- 12.9.2 Its submission constitutes an act of unfair competition in view of the regulations concerning combating unfair competition.
- 12.9.3 It contains price calculation errors which cannot be corrected;
- 12.9.4 Is invalid on the basis of separate regulations
- 12.10 If it is not possible to choose the most advantageous offer because two or more offers have the same price balance and other offer assessment criteria, the contracting authority shall elect the one with the lower price.
- 13 Awarding the contract or its invalidation.**
- 13.1 Contracting Authority shall award the contract to a Supplier or Suppliers whose offer is compliant with all the requirements set out in this enquiry for quotation and was assessed as the most advantageous on the basis of the above offer assessment criteria.
- 13.2 The Contracting Authority reserves the right to cancel, finish or invalidate the procedure at any time.
- 13.3 The Contracting Authority does not anticipate the appeal procedure. The election of the most advantageous offer is final.





- 13.4 In the above mentioned cases referred to in p 13.2 and 13.3, The Supplier is not eligible to any compensation claims towards the Contracting Authority and he is not eligible for the return of costs connected with the preparation and submission of this offer.
- 13.5 After the election of the most advantageous offer, The Contracting Authority shall notify via email the individual Suppliers who made the offers about the results with the information about the election of the most advantageous offer.
- 13.6 The announcement with the information indicated in p 13.5 shall be published on the same website on which ZiS was published by the Contracting Authority.
- 13.7 If the Supplier whose offer was selected evades entering into contract concerning the order, the Contracting Authority may elect the most advantageous offer from the remaining ones without the new examination and assessment procedure unless there are grounds to invalidate the procedure,
- 13.8 In case when in spite of publishing ZiS no offer is submitted, it is acceptable to enter into the contract with the Supplier elected without preserving the awarding procedure in accordance with the competitiveness rule.

**14 The Information about the formalities to be discharged after the election of the offer in order to enter into contract concerning the order.**

- 14.1 After the end of the procedure The Supplier whose offer was elected as the most advantageous shall sign the contract with the Contracting Authority on the day and place indicated by the Contracting Authority.
- 14.2 In case of the election of Suppliers jointly applying for the contract award (consortium, civil partnerships) The Contracting Authority may, before entering into the contract, ask for the agreement which regulates the cooperation of these Suppliers. The Suppliers who apply jointly for the contract award are jointly liable for the execution of the contract.
- 14.3 The Contracting Authority requires entering into contract on the basis of the minimum requirements list to the supply contract which constitute appendix no 1 to ZiS.

**15 The determination of the conditions of the contract change entered into as the result of the public enquiry for quotation procedure:**

The Contracting Authority anticipates the possibility of making changes to the contract in cases indicated in chapter 6.5.2 of Guidelines in terms of eligibility of costs within the European Fund of the Local Development, European Social Fund and the Cohesion Fund for the years 2014-2020 and furthermore in cases when:

- 15.1 in the scope of payment due to the Supplier - when the prevailing goods and services tax rate is changed;
- 15.2 the change of the generally applicable regulations of law which have impact on the subject and the way of execution of the Contract.
- 15.3 if because of the circumstances which could not be foreseen at the moment of entering into the Contract, it would be necessary to extend the time limit for the execution of the object of Contract in particular in case of delays in the Contract execution as long as this change is advantageous for the Contracting Authority or is necessary for the proper execution of the Contract.
- 15.4 if because of the circumstances which could not be foreseen at the moment of entering into the Contract, it would be necessary to change the parameters of the Equipment or the way of execution of the object of the Contract in particular when:
  - 15.4.1 There are possibilities of application of new more advantageous for the contracting Authority technological or technical solutions than the ones existing at the moment of signing the Contract.





15.4.2 There is a necessity to change the supply and services places within the quality warranty as a result of the Contracting Authority's organisational changes or address changes.

**16 The requirements concerning securing the proper implementation of the contract.**

The Contracting Authority does not expect the necessity of providing a performance bond for the contract.

**17 The information about personal data processing of the Suppliers who have the status of natural persons.**

Filar Fijałkowscey Spółka Jawna (hereinafter referred to as: "Filar" or "Data Controller" with its seat in Zaryń 46, 62-619 Sadlno NIP 6661003530, REGON: 310199272, KRS: 0000144599 (contact details of the inspector for the protection of personal data: +4822,8496675 email e-mail: s.fijalkowski@filar.info.pl) informs you that it is the controller of your personal data passed to the Controller in connection with your participation in the contract awarding procedure on the basis of the enquiry for quotation (procedure no 5/11/FILAR/2018 which includes in particular personal data disclosed in the offer and in the procurement contract (if it is entered into) including: Your name, surname, PESEL no, NIP, REGON, email address, telephone no, the address of the company's seat, contact details, information concerning qualifications, knowledge or experience.

Your personal data shall be processed by the Controller on the basis of the indicated below legal basis and within the scope of implementation of the purposes which are indicated below:

- Personal data shall be processed on the basis of art.6 sec.1 1.b RODO in order to carry out the awarding procedure for the election of the supplier of the order determined in the enquiry for quotation and in the case of the supplier whose offer shall be determined as the most advantageous - in order to enter into the procurement contract, which the enquiry for quotation concerns;
- Personal data shall be processed also in order to fulfil legal obligations of the Controller art.6 sec.1 1.c RODO) which result from the specific legal provisions(including tax law provisions, accountancy law provisions) for the tax settlements and accountancy;
- The submitted personal data shall be processed because it is indispensable for the fulfilment of the following purposes which result from the legally justified interests fulfilled by the Controller (art.6 sec.1 1. f RODO) which are the determination, enforcement of claims and also pursuing claims for damages and defending against claims and the implementation of obligations which result from co-financing agreement concluded with the co-financing institution.

Furthermore the Controller informs that:

- You submit your personal data voluntarily but it is indispensable if you want to participate in the procedure and if your offer is elected as the most advantageous to enter into procurement contract ( if you do not submit this data it will not be possible to take part in the procedure and enter into procurement contract);
- You have the right to demand access to your personal data and demand its rectification, supplementation and erasure or limitation of its processing and the right to transfer data.
- You have the right to object to processing your personal data in the scope in which the data is processed in order to fulfil the above mentioned legally justified Controller's interests.





- If you want to exercise any of the rights you are entitled to, please send your request via email to: s.fjalkowski@filar.info.pl;
- The controller shall process your personal data for the period of the duration of the contract awarding procedure in the open tender proceeding for the period of the duration of the European Union Project as well as for the 10 year period when it is necessary to keep the project documentation in the scope of which this enquiry for quotation is announced(it lasts until 31/03/2027); personal data can be also processed during the possible claims period of prescription as well as in the scope of data the processing which rest on the controller, your personal data shall be processed for the period necessary to execute such legal obligation (in particular the obligation in the scope of the tax settlements and accountancy); in case of making an objection resulting in the obligation to stop processing personal data, personal data is processed until the objection is made;
- You have the right to lodge a complaint to the supervisory body when you decide that your personal Data processing violates the regulations concerning the Personal Data Protection regulations;
- Your personal data may be passed to the following categories of recipients subject to requirements resulting from the legal provisions: the entities which render advisory services to the controller and the IT service of the Controller's business as well as the institution that co-finances or controls the project.

### **18 The List of Appendixes:**

Appendix no1 - the list of the minimum requirements for the supply contract

Appendix no2 - The tender form

Appendix no 3 - The declaration about the lack of personal and capital ties

Appendix no 4 -Technical specification





Appendix no 1 to the enquiry for quotation

**Appendix no1 - the list of the minimum requirements for the supply contract**

**I. The object of contract**

1. The object of contract is the supply of plying machine for Filar Fijałkowscy Spółka Jawna With its seat in Zaryń 46, 62-619 Sadlno according to the detailed description
2. of the object of contract included in appendix no 4 to ZiS.
3. The Supplier shall execute the contract with the highest professional care.
4. The Supplier shall cooperate with the Contracting Authority, including the provision of up to date information concerning the progress concerning the manufacture or supply of the machine.

**II. The date and place of supply**

1. The Supplier shall ensure the contract fulfilment within 365 days counted since the date of entering into the contract until signing the final acceptance protocol however the Contracting Authority accepts the possibility of its earlier fulfilment. The Supplier shall agree with the Contracting Authority in advance the exact date and hour of supply.
2. The place of supply of the machine which is the object of this contract is the production facility Filar Fijałkowscy Spółka Jawna situated in Chodecz.

**III. Supply and technical acceptance**

1. The object of contract shall be supplied with necessary equipment which shall enable the use of the object of contract.
2. The object of contract shall be new, not used, free of physical or legal defects.
3. The Supplier shall provide the operational manual or user's manual, the maintenance and repair introductions in English or Polish and the Manufacturer's guarantee cards with the object of contract.
4. The object of contract shall be subject to technical acceptance. The technical acceptance shall be confirmed by the written acceptance protocol.

**IV. Quality guarantee**

1. The Supplier provides The Contracting Authority as part of the offered price the quality guarantee for the machine for the period indicated in the Supplier's offer not shorter than 12 months counted from the day of signing the final acceptance protocol. Under the quality guarantee the Supplier shall remove all the defects of the object of contract in order to ensure faultless machine operation.







## **V. Price and Terms of payment**

1. The total remuneration due to the Supplier on account of the fulfilment of the object of contract shall be consistent with the price offered by the Supplier in the offer.
2. The remuneration is a lump sum and covers all the cost of due fulfilment of the object of contract, including the sale, transport, delivery to the supply place and insurance for the time of transport.
3. The Supplier shall offer at least 14 day due date of invoice payment counted from the day of providing invoice.
4. Terms of payment:
  - A. the first advance not more than 20% of the whole payment within 14 days since the date of signing the supply contract.
5. The settlements between The Supplier and Contracting Authority shall be made in Polish zlotys (PLN), Euro(EUR) or American dollars(USD) dependent on the currency in which the most advantageous offer was made.

## **VI. Liability and contractual penalties**

1. The Supplier is liable for timely and due execution of contract.
2. In case of delay in the execution of the object of contract because of the reasons attributable to the Supplier, The Supplier shall pay to the Contracting Authority contractual penalty in the amount of 0.1% net value for each day of delay.
3. The Supplier's liability on account of contractual penalties is limited to the amount of 5% of the total net value of the contract( the limit of contractual penalties).

## **VII. Subcontractors**

1. The Supplier may during the execution of contract use the services of third parties including subcontractors. The use of the subcontractor's services requires the prior Notification of the Contracting Authority and the indication of subcontractors' particulars whose services the Supplier intends to use when executing the contract. The Supplier is liable for the acts of third parties including subcontractors, with the assistance of whom the Supplier executes contract, as if their act and omissions were his own.
2. The Supplier shall assure that the use at the execution of the contract of the service of subcontractors or other third parties won't cause the extension of the execution of the object of contract.
3. The Supplier shall ensure the participation in the execution of contract of the people who have the relevant qualification.





Appendix no 2 to the enquiry for quotation

**THE TENDER FORM**

CONTRACTING AUTHORITY

**Filar Fijałkowsy Spółka Jawna**  
**Zaryń 46**  
**62-619 Sadlno**

Supplier's Name(Company)

.....  
The address of the company's seat -

.....  
Correspondence address -

.....  
TEL - .....; fax - .....

email .....

NIP / no VAT - .....

REGON - .....

With reference to the announced enquiry for quotation and the specification to elect the Supplier in the scope of the supply of plying machine for Filar Fijałkowsy Spółka Jawna with its seat in Zaryń 46, 62-619 Sadlno (Case mark: 5/11/FILAR/2018):

- 1) We offer the execution of the object of contract for the total net amount .....(PLN/EUR/USD)\* plus the VAT due in the amount of .....\*% which amounts to the gross amount .....(PLN/EUR/USD)\* (in ..... words .....(PLN/EUR/USD)\*),
- 2) We offer the deadline for the execution of the contract **up to...\* days** ( *not more than 365 days*) counted since the day of entering into the contract until the day of signing the final acceptance protocol
- 3) We offer the invoice with the payment period **up to...\* days** ( *at least 14 days*) counted since the day of invoices delivery respectively to the requirements set out in ZiS.
- 4) We offer the following terms of payment:
  - a. **...\* %**(*not more than 20%*) of the amount of payment the Contracting Authority shall pay as the first advance within 14 days since the date of signing the supply contract.





- 5) We declare that we meet the requirements determined in ZiS and that we familiarised ourselves with ZiS and we consider ourselves bound by the conditions and terms of the procedure and the specimen of minimum requirements list for the supply contract which is included in it,
- 6) We declare that we meet the conditions of the awarding procedure set out by the Contracting Authority in ZiS p 4.1.1 which concern the knowledge, experience and the proper technical potential to execute the contract.
- 7) We declare that we meet the conditions of participation in the awarding procedure determined by the Contracting Authority in ZiS in p. 4.1.2 which concern the technical potential, the people able to execute the contract and being in the economic or financial situation which enables the execution of the contract.
- 8) We declare that we consider ourselves bound by this offer for the time determined in ZiS i.e. 60 days counted since the deadline of submitting offers.
- 9) We declare that we offer the object of contract which is compliant with the requirements and conditions determined by the Contracting Authority in the appendix 4 to ZiS as a proof of which we enclose its technical and/or functional description(technical specification) or a manufacturer's /'catalogue/s( brochure/s) indicating in particular the offered type, kind, model, manufacturer, catalogue number, product characteristic, the detailed technical specification or other vital details), which would allow the full and explicit assessments of the consistency of the offered equipment and their parameters with ZiS requirements.
- 10) We declare that we offer the quality warranty for the whole object of contract which meets the conditions and requirements resulting from ZiS in particular in respects to its period, scope and the implementation form.

- Whereby we offer the warranty period for the whole object of contract which amounts to .....\* months,

11) We declare that we offer the following equipment:

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

12) We declare that we'll manufacture the object of the contract on our own/ with the participation of the below mentioned subcontractors\*\* indicating the parts of contract that shall be executed with the participation of the indicated subcontractors:

- .....\*(The name of a subcontractor - the part of the contract that shall be executed with the participation of this subcontractor)

13) The declaration required from the contractor for the fulfilment of the disclosure obligations provided for in Article 13 or Article 14 of RODO<sup>1</sup>:

<sup>1</sup>the European Parliament and the Council Directive(UE) 2016/679 of 27 April 2016 concerning the protection of natural persons because of data processing and free movement of such data and the repeal of the directive 95/46/EC (general directive about data protection) Journal of Laws UE L 119 of 04.05.2016 p. 1)







We declare that we have fulfilled the disclosure obligations provided for in Article 13 or Article 14 of RODO towards the natural persons from whom we received directly or indirectly personal data in order to apply for a contract in this procedure.

*In case when the supplier shall not transmit personal data other than the ones which directly concern him/her or there is an exclusion of the execution of the application of the obligation disclosure pursuant to Article 13 paragraph 4 or Article 14 sec. 5 RODO, the supplier does not have to make the declaration (the removal of the content of declaration, for instance by crossing it out)*

—

14) The offer has .....\* of consecutively numbered pages.

15) The appendixes to this offer FORM:

Appendix no 1 - The declaration about the lack of personal and capital ties,

Appendix no 2 - Technical specification of the object of offer,

Other - .....\*.

**Attention! Dotted lines and/or marked with “\*” in the offer form and specimens of its appendixes are to be filled by the Supplier in accordance with their content.**

**\*\* - delete as appropriate**

Place.....date..... 2018

.....  
(The seal of the person authorised to  
Make declarations of will on behalf of Supplier)



Appendix no 3 to the enquiry for quotation

*(The Supplier's company seal)*

**The declaration about the lack of personal and capital ties**

Making an offer concerning the contract awarding procedure for the supply of plying machine for Filar Fijałkowski Spółka Jawna with its seat in Zaryń 46, 62-619 Sadlno, case mark: 5/11/2018/FILAR we declare that I/ we am not/are not subject to individually (in case of jointly applying for the contract award), with the Suppliers jointly applying for the contract award, the exclusion from the contract awarding procedure on the basis of the following provisions:

In order to avoid the conflict of interests, being aware that the contract awarded by the Contracting Authority which is not the entity obliged to apply the Pzp regulation pursuant to art. 3 of the Pzp regulation, cannot be awarded to entities which have personal or capital ties with it, I declare that I do not have personal or capital ties with the Contracting Authority i.e. Filar Fijałkowski Spółka Jawna with its seat in Zaryń 46, 62-619 Sadlno whereas capital or personal ties are understood as mutual ties between the Contracting Authority or the persons authorised to incur liabilities on behalf of Contracting Authority or the persons performing on behalf of Contracting Authority activities related to the preparation and carrying out the contract awarding procedure and the Supplier, which include in particular:

- 1) having interests in the company as a shareholder of the civil partnership or partnership,
- 2) having shares or at least 5% of stocks,
- 3) being a member of the supervisory or management board, proxy, plenipotentiary of the Board,
- 4) being in such legal or factual relation which may raise justified doubts concerning the impartiality of the election of the supplier in particular being married to each other, being in direct relation or kinship, secondary relation or kinship up to second degree or related due to adoption, custody or wardship.

Place.....date..... 2018

.....  
*(The seal of the person authorised to  
make declarations of will on behalf of Supplier)*





**TECHNICAL SPECIFICATION TO THE ENQUIRY FOR QUOTATION  
no 5/11/FILAR/2018**

**Refers to: The supply of plying machine**

The technical characteristics of the plying machine:

1. The main parameters of the paper machine (plying machine is placed in the production cycle behind paper machine and has to be adjusted to the parameters of the paper building machine);
  - 1.1. The type of machine: crescent former, production 80 ton/24 hours at the basis weight 14 g/m<sup>2</sup> and 100 ton/24 hours at the basis weight 19 g/m<sup>2</sup>
  - 1.2. Raw material: cellulose(short wood grain +long wood grain),
  - 1.3. The width of the paper web: in the standard 2800-3000mm
  - 1.4. The basic working speed: 1600 m/min.
2. The list of minimum requirements for the plying machine:
  - 2.1. Paper basis weight: 13-40 g/m<sup>2</sup> (production up to 100 ton/24 hours),
  - 2.2. The final product: paper towels, toilet paper, napkins,
  - 2.3. Creping Coefficient 5-20%,
  - 2.4. The width of the roll: 2800 mm,
  - 2.5. The maximum roll diameter from the machine: 2500 mm,
  - 2.6. Plying machine working speed: 1000 m/min.,
  - 2.7. The number of unwinders: 3 pcs.,
  - 2.8. The number of modular knives with their own drive: 10 pcs.,
  - 2.9. The maximum roll diameter after the guillotine: 1800 mm,
  - 2.10. Paper core diameter: 76, 150 mm.
3. The list of equipment that the plying machine consists of:
  - 3.1. The drum lifting gear: The column type, drum lifting 330 mm from paper core,
  - 3.2. The roll transporter: roll transport up to 2500 mm of diameter to the winding station around 25mb,
  - 3.3. Winder - winding rolls and putting them to vertical position up to 2500mm diameter with the weighing function,
  - 3.4. The plying machine should be fully equipped with engines, control and drive boxes.
4. The supply of plying machine includes the supplier's supervision over the installation and start-up of the object of contract (installation and start-up of plying machine will be the subject of another enquiry for quotation).