

INQUIRY No. 01/02/2023

on the contract for: the purchase of a filling machine 1 set

Operational Programme: PBAR.00.00.00 Post-Brexit Adjustment Reserve

Number and name of the priority axis: PBAR.02.00.00 Entrepreneurs

Number and name of Action: PBAR.02.01.00 Actions to support private and public enterprises, in particular SMEs, self-employed people, local communities and organizations that have been adversely affected by the effects of the withdrawal of the United Kingdom from the Union

Co-financing agreement number: PBAR.02.01.00-00-0003/22

Project title: Investment re_start allowing for the expansion of the offer and entering new markets WYDRUK

1. General information:

- 1) The Ordering Party initiates the procedure in the Inquiry mode.
- 2) The contract will be awarded in accordance with the principle of competition. The provisions of the Public Procurement Law Act do not apply to this Request for Proposal.
- 3) The proceedings are conducted in Polish and English.
- 4) The Ordering Party does not provide for the possibility of submitting partial and variant tenders.
- 5) The contracting authority does not provide for reimbursement of the costs of participation in the procedure.
- 6) The Ordering Party reserves the right to change the Request for Proposals before the deadline for submission of tenders and to cancel the procedure at any time.
- 7) In the event of cancellation of the procedure, the Contractors shall not be entitled to any claim against the Ordering Party
- 8) The request for proposals has been made public on the Ordering Party's website at: <https://www.carbolinepolska.pl>
- 9) Purchaser:
Carboline Polska Sp. z o. o
st. Słoneczna 29 83-021 Wislina
NIP: 5240019007
REGON: 010668687
phone +48 58 342 23 85
fax.+48 58 342 24 00
- 10) On behalf of the Employer, the person authorized to contact the Contractors is Oskar Karpacz, tel.: 573 166 340, e-mail: okarpacz@carbolinepolska.pl
- 11) All questions regarding this inquiry should be sent only in writing, by e-mail to okarpacz@carbolinepolska.pl / other e-mail address of the Ordering Party or by correspondence to the following address: Carboline Polska Sp. z o. o., ul. Słoneczna 29, 83-021 Wislina.

- 12) The contract will be awarded on the basis of objective criteria ensuring compliance with the principles of non-discrimination, transparency, equal treatment and guaranteeing that tenders will be evaluated in competitive conditions.

2. Purpose of the tender procedure

The purpose of this tender procedure is to select a contractor for the purchase of a filling machine 1 set

3. Date and place of submission of the offer

3.1. How to submit offers:

1. In person at the Ordering Party's registered office - from Monday to Friday, 08.00 - 16.00 (excluding public holidays): **Carboline Polska Sp. z o. o., ul. Słoneczna 29, 83-021 Wiślina** or
2. By e-mail to the following e-mail address: okarpacz@carbolinepolska.pl/other e-mail addresses of the Ordering Party or
3. Through the Competitiveness Database available on the website <https://bazaaktywosci.funduszeEuropejskie.gov.pl/> or
4. By post or courier to the address of the Ordering Party - from Monday to Friday from 08.00 to 16.00 (excluding public holidays): **Carboline Polska Sp. z o. o., ul. Słoneczna 29, 83-021 Wislina**
5. The proposed value should be presented in the Offer Form (Appendix 1).
6. The bid value must be presented as a net value.
7. The offer value should be expressed in monetary units with an accuracy of two decimal places.
8. The values indicated in the offer will be valid throughout the entire period of the offer and will be binding for the concluded contract.
9. If any amounts are provided in foreign currencies, the Ordering Party shall convert these amounts into PLN according to the average exchange rate of the National Bank of Poland applicable on the last day of submission of tenders.
10. When providing prices, all elements related to the correct and timely implementation of the Subject of the Order should be taken into account, including fees and taxes, possible rebates and discounts, costs related to delivery, assembly, start-up, training of Employees in operation and the cost of full insurance until the receipt of the subject of the order by the Ordering Party and other activities necessary to launch the Subject of the Order.

3.2. Deadline for submission of tenders: by February 16, 2023.



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3.3. Offer format

- 1) Before the deadline for submission of tenders, the Contractor may introduce changes to the submitted tender or withdraw it. Changes to the offer or its withdrawal should be delivered to the Ordering Party in writing under pain of nullity before the deadline for submission of offers. Any change or withdrawal of the offer should contain the additional designation "CHANGE OF THE OFFER" or "WITHDRAWAL OF THE OFFER".
- 2) In the course of examining and evaluating bids, the Ordering Party may request explanations from Contractors regarding the content of submitted bids within a specified period. If no explanations are provided within the specified period, the offer will be rejected.
- 3) If the necessary declarations or documents are not submitted, the Contractor will be requested to supplement them within a specified period. In the absence of supplementing the above-mentioned documents or declarations within the prescribed period, the offer will be rejected.
- 4) The offer shall be submitted, under pain of rejection, in writing or as a scan of a signed offer sent electronically.
- 5) The offer together with attachments must be signed by persons authorized to represent the Contractor in accordance with the representation resulting from the relevant register (record) or on the basis of the power of attorney granted.
- 6) The offer should include the offer form completed in accordance with the request for proposals and attachments to the request, and also if the power of attorney to act on behalf of the Contractor has been granted.
- 7) Changes to the content of the Request for Proposals and explanations provided by the Ordering Party to the Contractors' inquiries become an integral part of the Request for Proposals and are binding for the Contractors.

4. order description

- 1) **Filling machine (1 set)** will be an indispensable device that will allow you to form a silicone mixture and acrylic mass into a tubular form (circle cross-section) and place it in special sleeves (bags), which will be cut on an ongoing basis in such a way as to obtain portions of the product in the size of approx. 600 ml (fabric tubes). In the initial technological process, the product mix (acrylic mass or silicone) will be homogenized in our planetary dissolver. The finished mix, contained in the sealed vat, will then be ejected from the dissolver and transferred to the press, which will apply a force from above to the lid of the vat, which will create pressure in the mass. A filling machine will be connected to the station prepared in this way, to which the product mix will be transported by means of valves and conduits. In the machine, the mixture will be formed into an elongated form of a specific diameter, and then placed in bags to a given volume ranging between 250-650ml. The ends of the bags will be secured with special clips. Products prepared in this way will be protected against external factors and easy to apply by the end user. Without the purchase of a filling machine, we will not be able to properly process the mixtures (silicone and acrylic) after the homogenization process. An essential element of the production process is their proper packaging in portions that will allow free and easy application. The ends of the bags will be secured with special clips. Products prepared in this way will be protected against external factors and easy to apply by the end user. Without the purchase of a filling machine, we will not be able to properly process the mixtures (silicone and acrylic) after the homogenization process. An essential element of the production process is their proper packaging in portions that will

allow free and easy application. The ends of the bags will be secured with special clips. Products prepared in this way will be protected against external factors and easy to apply by the end user. Without the purchase of a filling machine, we will not be able to properly process the mixtures (silicone and acrylic) after the homogenization process. An essential element of the production process is their proper packaging in portions that will allow free and easy application.

2) Elements and technical parameters of the filling machine:

- a. Machine for forming, filling and closing bags (1 item): - regulation of filling bags with a volume of 250-650 ml, any diameter (40-60m), - capacity of 45 bags 600 ml / min. - full protection against air access to the mixture, - automatic filling of high-viscosity mass (silicone, acrylic), - filling of plastic bags, - two-clamp machine, electronically controlled wire feed drive, - automatic centering and dosing of bags, joint detector, - height adjustment .
- b. Dosing nozzle (hydraulically) infinitely adjustable mass in the range of 250-650ml (2 pcs.). The nozzles will be equipped with a 150bar/26l unit, with electronic regulation. It is necessary to purchase 2 nozzles, because each of them will be used for a different material. One for the silicone mix, the other for the acrylic mass.
- c. Electronically controlled drive by servo motor (1 pc.)

3) Description of the technical parameters of the silicone packing machine:

- a) The ability to change the diameter of the machine's nozzle, allowing the packaging of standard (diameter 49 mm) and non-standard sizes of silicones (< 49 mm <)
- b) Possibility of adjusting the filling length of the silicone foil bag
- c) Possibility to quickly change the dosing head, for a quick change of the packaged product, simple way to clean the unused head
- d) A simple way to clean hoses that take material dispensed from a drum or vat
- e) Ability to work on various types of clips (from the most sought-after, but also the most expensive - flat, through ready-made, made of wire, for the production of these clips immediately on the machine, from two coils hung on it)
- f) Possibility to connect a static mixer, for the production of different colored sealants
- g) Possibility to connect an automatic cartoner
- h) capacity min. 30 ready packs of silicones per minute and more
- i) Possibility of equipping the device with a scale, allowing to control the weight of the finished product
- j) Can be equipped with a printer and foil marking finished products

4) In addition, the delivered machine should be equipped with such things as:

- material dosing with a piston (hydraulic)
- quick sausage change system 80-120 ml (optional)
- electronically controlled drive via a servomotor
- quick nozzle change system
- wire winding system for closing the finished product
- nozzles for product application in the workplace (min. 1000 pcs.)
- the possibility of online contact with the service department

- 5) **Along with the offer, the Contractor shall provide documentation confirming that the subject of the contract has been offered in accordance with the above requirements of the Employer, including technical parameters.**
- 6) As part of the remuneration, the selected Contractor will provide: elements related to the correct and timely implementation of the Subject of the Agreement, including, among others, includes fees and taxes, possible rebates and discounts, costs related to the delivery, assembly, start-up, acceptance (s), granting guarantees / warranties, ensuring the conditions of safety requirements, documentation, employee participation in commissioning the subject of the contract, delivery of documents.
- 7) The costs of transport and insurance against all risks of loss and damage during delivery to the Ordering Party's seat (including loading and unloading) shall be borne by the Contractor.
- 8) Putting the Subject of the Agreement into operation and start-up will be made by the Contractor and will be confirmed by a protocol at the seat of the Employer. This report should be drawn up in writing and signed by authorized representatives of the Employer and the Contractor.
- 9) The cost of utilities (electricity, water, compressed air) necessary to carry out the works and start-ups as well as the cost of raw materials for the purpose of start-ups is covered by the Employer.
- 10) The subject of the contract will be delivered to: Wiślina (Employer's plant).
- 11) Subject of the Agreement: will be new, unused, complete, free from physical and legal defects and encumbrance with third party rights, it will not be the subject of security.
- 12) The subject of the Agreement must have the approvals required by Polish law, allowing it to be used on the Polish market and must comply with the standards in force in Poland and the European Union.
- 13) Together with the Subject of the Agreement, the Contractor shall provide the Ordering Party with documents in paper or electronic form ("documentation") in Polish:
- a) Technical and start-up documentation ("DTR" or "machine passport"), instruction manual (delivered DTR should comply with the requirements of national and EU law.)
 - b) warranty document ;
 - c) Declarations of conformity, standards applicable in the EU for the subject of the contract
- 14) If trademarks, patents, types or specific origin are indicated in the description of the Subject of the Order (if the reference is justified by the Subject of the Order), the Ordering Party informs that it allows the use of equivalent solutions.
- 15) If the Subject of the Order is described using standards, approvals, technical specifications, the Ordering Party allows the use of equivalent solutions.
- 16) The subject of the Order must have an EC declaration of conformity.
- 17) **Warranty, warranty and warranty service:**
- 18) warranty period and warranty service - minimum 12 months from the date of signing (without reservations) the final acceptance report. The warranty period expressed only in the number of months is the criterion for evaluating offers.
- 19) As part of the guarantee, the Contractor is obliged to remove any defects in the Subject of the Order, provided that these defects are revealed during the guarantee period.
- 20) The warranty liability covers both defects resulting from reasons inherent in the Subject of the Order at the time of acceptance by the Ordering Party, as well as any other physical defects resulting from reasons for which the Ordering Party is not responsible, provided that these defects are revealed and reported Contractors within the warranty period.
- 21) CPV code -42000000-6 Industrial machinery

5. Order fulfillment schedule

1. Planned date of signing the contract with the Contractor: August 2023.
2. The deadline for the performance of the Subject of the Order is the same as the deadline for the performance of the contract.
3. The starting date is the date of concluding the contract, and the end date is the date of acceptance, on which the Subject of the Order will be fully ready for use.
4. The receipt of the Subject of the Order will be followed by a final acceptance report.

6. Requirements for bidders

1. Knowledge and experience: Each contractor must have technical and professional capacity (experience) to perform the contract, authorization to perform activities or activities within the scope corresponding to the subject of the contract. The Ordering Party will consider that the Bidder meets the above-mentioned condition if: The Bidder submits an appropriate statement, which is an element of Appendix 1.
2. Economic and financial situation: The Bidder is in an economic and financial situation ensuring the performance of the Order and is not in bankruptcy or liquidation, no bankruptcy or liquidation proceedings have been initiated against the Bidder. The Ordering Party will consider that the Bidder meets the above-mentioned condition if: The Bidder submits an appropriate statement, which is an element of Appendix 1.

7. Formal conditions

1. The Ordering Party and the Bidder undertake to keep secret all confidential information information obtained in the tender procedure and during the performance of the contract. Such information may not be disclosed to third parties.
2. The Ordering Party will select the Contractor on the basis of properly submitted offers in accordance with the requirements set out in this request for proposals.
3. Any changes will be made in writing. Any change becomes binding from the moment it is communicated information about its implementation.
4. If, due to the sole fault of the Contractor, the date of completion of a given part of the order is delayed, the Bidder shall pay a penalty equivalent to 0.05% of the net price of a given part of the order, for each commenced day of delay, up to the maximum penalty equal to 10% of the net price of a given part of the order.
5. For withdrawal from the contract by the Ordering Party for reasons for which the Contractor is responsible, a contractual penalty of 10% of the net price of a given part of the order will be charged.
6. Purchaser reserves the right to cancel the procedure in cases where:
 - a) the price of the best tender or the tender with the lowest price exceeds the amount that the contracting authority intends to allocate to finance the contract, unless the contracting authority may increase this amount to the price of the best tender,
 - b) no offer has been submitted that meets the requirements set out in this request for proposals,
 - c) the procedure is burdened with a defect that cannot be removed, which has or may have a significant impact on the outcome of the procurement procedure,

- d) there has been a significant change in circumstances causing that the conduct of the procedure or the performance of the contract is not in the interest of the Ordering Party, which could not have been foreseen in advance.

8. Conditions for changing the contract:

1. The Ordering Party provides for the possibility of changing the provisions of the concluded contract in relation to

to the content of the offer on the basis of which the Contractor was selected, in the event of at least one of the circumstances listed below, taking into account the conditions for their introduction, i.e.: Conditions for changing the request for proposals:

1) The contractor to whom the contracting authority awarded the contract is to be replaced by a new contractor:

and) as a result of a merger, division, transformation, bankruptcy, restructuring or acquisition of the existing Contractor or its enterprise, provided that the new Contractor meets the conditions for participation in the procedure, there are no grounds for exclusion and this does not entail other significant changes to the contract,

b) as a result of the Employer taking over the Contractor's obligations towards its subcontractors,

2) change in the method of settling the contract or making payments to the Contractor, e.g. as a result of changes to the co-financing contract concluded by the Employer or guidelines for project implementation,

3) occurrence of force majeure,

4) the occurrence of an external event other than force majeure or a situation on the part of the Ordering Party, which he could not have foreseen and prevented, and which prevents or hinders the performance of the Subject of the Agreement, including meeting the delivery deadlines in accordance with the request for proposals and documentation,

5) the need to implement the project for co-financing using other technical, technological or material solutions than those indicated in the documentation,

in a situation where the application of the provided solutions could result in non-performance or defective performance of the project,

6) in each case when the change is beneficial for the Ordering Party (e.g. it shortens the term of the contract, reduces the value of the order),

2. Changes to the provisions of the concluded contract require an annex in writing, under pain of nullity, signed by both parties to the contract.

9. Offer evaluation criteria and their weighting

1. The Ordering Party will evaluate valid tenders on the basis of the following tender evaluation criteria:

CRITERION	WEIGHT (points)
THE NET VALUE	90
GUARANTEE PERIOD	10
TOGETHER	100

a) NET VALUE - PC

The price score will be calculated using the formula:

$$PC = \frac{C_n}{C_b} \times 90$$

Pc - received points
Cn - net value of the lowest of the submitted Offers
Cb - net value of the examined Offer

The offer for the "Net value" criterion may receive a maximum of 90 points.

The Ordering Party reserves the right to negotiate the price with all Contractors who have not been excluded from the procedure, then the price determined as a result of the negotiations will be subject to evaluation. These negotiations will concern the final price.

b) WARRANTY PERIOD - PG

The Ordering Party will evaluate the criterion on the basis of the information contained in the offer form (the Contractor will indicate in the offer form the warranty period of the Subject of the Order only in the number of months, without any other additional restrictions). At the same time, the Ordering Party informs that the minimum guarantee period is 12 months. The warranty period begins on the day of signing the acceptance report. If the Contractor indicates a warranty period shorter than 12 months or specifies additional conditions related to the warranty, the Contractor's offer will be rejected as inconsistent with the content of the Request for Proposals.

Under the "Guarantee period" criterion, the offer will be evaluated as follows:

no.	Warranty period in the number of months	Number of points awarded
1	12	0
2	13-17	2
3	18-19	4
4	20-21	6
	22-23	8
5	24 months	10

If the Contractor does not indicate the guarantee period in the tender form, the Contractor's offer under this criterion will receive 0 points, and the guarantee period is set at 12 months.

The offer for the criterion "Warranty period" may receive a maximum of 10 points.

2. Calculations will be made by the Ordering Party with an accuracy of two decimal places.
3. **THE CONTRACTING PARTY WILL CONSIDER THE MOST ADVANTAGEABLE OFFER THAT OBTAINS THE GREATEST NUMBER OF POINTS FOR INDIVIDUAL CRITERIA, AFTER ADDING THEM ACCORDING TO THE FORMULA: $P = PC + PG$, where:**

P- sum of all points

PC - the number of points obtained under the "net value" criterion

PG - the number of points obtained under the "warranty period" criterion

4. The Ordering Party reserves the right to negotiate the offered price with the contractor whose offer received the highest number of points, i.e. was considered the most advantageous, in particular if the price quoted by the contractor exceeds the amount of funds allocated in the project budget for the subject of the procedure covered by this procedure conduct. In the event of failure to reach an agreement in the course of negotiations, the Ordering Party reserves the right to withdraw from awarding the contract to the contractor whose offer is the most advantageous and to start negotiations or to select the offer of the contractor whose offer is the next most advantageous.

10. Information on the scope of the exclusion

In order to avoid a conflict of interest in the case of a beneficiary who is not a contracting authority within the meaning of the Public Procurement Law, contracts may not be awarded to entities related to it personally or by capital, and persons performing activities on behalf of the contracting authority related to the contractor selection procedure, including those participating in the evaluation of tenders, may not be personally or financially related to the contractors who submitted the tenders. They should be impartial and objective persons.

Equity or personal links are understood as mutual links between the beneficiary or persons authorized to incur liabilities on behalf of the beneficiary or persons performing activities on behalf of the beneficiary related to the contractor selection procedure and the contractor, consisting in particular in:

- a. participating in the company as a partner in a civil law partnership or partnership,
- b. holding at least 10% of shares or stocks, unless a lower threshold is provided for by law or has not been specified by the PO MA,
- c. acting as a member of the supervisory or management body, proxy, proxy,

d. being married, related by consanguinity or affinity in the direct line, consanguinity of the second degree or affinity of the second degree in the collateral line, or in relation to adoption, guardianship or guardianship.

Awarding a contract to a related entity is a violation of the competition principle.

11. Information on the formalities that should be completed after selecting the most advantageous offer in order to perform the subject of the contract

1. Information on the results of the procedure will be posted by the Ordering Party on the Ordering Party's website.
2. The Contractor who obtains the highest number of points will be informed by phone or e-mail about the date and place of signing the contract.
3. If the Contractor whose tender was selected evades signing the contract, the Ordering Party may sign the contract with the next Contractor who obtained the next highest number of points in the contract award procedure.

11. Significant provisions of the contract

Contractual penalties

1. The Ordering Party shall charge contractual penalties if the reason for the delay in delivery is not attributable to the Ordering Party, then in the event of a delay in delivery, the Ordering Party may charge the Contractor contractual penalties in the amount of 1% of the net order value for each completed week of delay in delivery, however, the total amount of contractual penalties is limited to 10% of the total order value
2. Contractual penalties will be payable within 14 days from the date of receipt by the Contractor of the request for their payment.

Higher power

1. Force majeure shall include in particular: natural disasters, hurricane, flood, transport disasters, fire, explosions, war, strike, COVID-19 and other extraordinary events, the occurrence of which is beyond the reach and control of the Parties.
2. If the Parties are unable to meet the agreed deadlines due to force majeure, they retain the right to request a postponement of the deadlines for the performance of the Subject of the Agreement for the duration of the event and for the time of removing its effects.
3. The parties are obliged to notify each other in writing within 3 days of the occurrence and termination of the event referred to as "force majeure", together with relevant evidence and applications in this regard.

Settlement - the Ordering Party provides for a prepayment in the amount of:

1. 50% after conclusion of the contract
2. 40% before shipment
3. 10% after delivery to the Ordering Party



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will provide documentation confirming the offer of the subject of the contract in accordance with the above requirements of the Ordering Party, including technical parameters.

12. LIST OF DOCUMENTS/DECLARATIONS REQUIRED FROM THE CONTRACTOR

1. The Contractor shall provide the following documents/declarations together with the tender form:
 - a) **A document confirming the authorization to represent and act on behalf of the Contractor/** power of attorney - if applicable.
 - b) Technical documentation confirming the Employer's requirements regarding the technical parameters of the subject of the contract.

13. Attachments:

1. Offer form