



Narodowy Fundusz
Ochrony Środowiska
i Gospodarki Wodnej

TASTA
ARMATURA Sp. z o.o.

Request for Proposal No. 3/ZR/IDŚ dated 01.02.2024.

for supply of specialized hydraulic press for the process of hydroforming of elements for collectors in the range of DN250 to DN600 mm along with instrumentation, implemented under priority program No. 34/NC/UR/3.1/2023r. "EQUITABLE TRANSFORMATION - INNOVATION FOR THE ENVIRONMENT"

PREZES Zarządu

mgr inż. Zbigniew Janik

President of the Management Board



REQUEST FOR PROPOSAL

1 THE ORDERING PARTY

TASTA Armatura Sp. z o.o.
ul. Grabskiego 38
37-450 Stalowa Wola
www.tasta.com.pl

Contact person for inquiry: Józef Burdzy

2 ORDER NAME

"Supply of specialized hydraulic press for the process of hydroforming of elements for collectors in the range of DN250 to DN600 mm along with instrumentation".

3 DESCRIPTION OF THE SUBJECT MATTER OF THE ORDER

3.1 PRELIMINARY INFORMATION

1. The provisions of the Public Procurement Law do not apply to the actions taken by the Ordering Party and Contractors in the public procurement procedure.
2. This contract will be awarded in accordance with the Procurement Regulations in force at the Ordering Party.
3. The procurement regulations are available at the registered office of the Ordering Party (ul. W. Grabskiego 38, 37-450 Stalowa Wola).
4. Designation of the proceedings: the proceedings have the case mark: **3/ZR/IDŚ** It is recommended that Contractors in all contacts with the Ordering Party refer to the aforementioned designation.
5. The proceedings shall be conducted in the Polish and English languages.

3.2 TYPE OF PROCUREMENT

This procurement is a contract for: supply

3.3 CPV CODES

42636100-4 Hydraulic presses

3.4 SUBJECT MATTER OF THE PROCUREMENT

The subject matter of the procurement is the supply, installation and commissioning of specialized hydraulic press for the process of hydroforming of elements for collectors in the range of DN250 to DN600 mm along with instrumentation.

3.5 EQUIVALENCE

Equivalent solutions:

1. wherever the subject matter of the procurement is described by reference to standards, European technical evaluations, approvals, technical specifications and technical reference systems, solutions equivalent to those described are acceptable.

2. if at any place in the documentation constituting the description of the subject matter of the procurement the names of the manufacturer, proprietary names, trademarks, patents or origin of materials or equipment used to perform this procurement are indicated, which indicate or could indicate a particular manufacturer, this does not constitute preference for the product or materials of a particular manufacturer, but is intended to indicate the features - technical and quality parameters not inferior to those specified in the description. Possible operation of exemplary names of manufacturers is only to clarify the level of expectations of the Ordering Party in relation to a particular solution. In such a case, the Ordering Party allows the submission of equivalent bids using other materials and equipment than those described by the name of the manufacturer, proprietary name, trademark, patent, or origin of materials or equipment used to perform this procurement, provided that they guarantee the achievement of technical, operational and quality parameters not inferior to those assumed in the documentation. The same applies when the subject matter of the procurement is described using standards, approvals, technical specifications and reference systems.
3. if at any point in the documentation constituting the description of the subject matter of the procurement the user's method of operation and/or implementation of a certain functionality is specified, it should be treated only as illustrative. The description is intended to define the desired end result. The method of achieving it may be any.
4. In the event that the description of the subject matter of the procurement uses terms of standards specific to the European Economic Area, the Ordering Party shall allow any other solution, provided that the contractor proves in his bid that the proposed solutions to an equivalent extent meet the requirements specified in the request for quotation.
5. When submitting a bid with equivalent solutions, the contractor shall submit with his bid a statement on the use of equivalent materials, along with submission (attachment to the bid) of documents that the materials used meet the requirements contained in the description of the subject matter of the procurement (Operation and Maintenance Manual of equipment, data sheets, certificates, replacement drawings - if the scope of the proposed changes requires design changes).
6. Unless explicitly stated otherwise, all technical parameters specified in the request for proposal documentation should be considered as minimum parameters. This means that each parameter is preceded by the statement "minimum".

4 CONDITIONS FOR PARTICIPATION IN THE PROCUREMENT PROCEDURE AND A DESCRIPTION OF HOW TO ASSESS THEIR FULFILLMENT

4.1 ENTITLEMENT TO PERFORM A SPECIFIC ACTIVITY

The Ordering Party does not formulate a condition in this regard.

4.2 KNOWLEDGE AND EXPERIENCE

The Ordering Party requires that the Contractor joining the procurement demonstrate that within the last 5 years, and if the period of activity is shorter, within this period, has duly performed **min. 2 orders/contracts** for the supply of specialized hydraulic press for the process of hydroforming of elements for collectors in the range of DN250 to DN600 mm along with instrumentation.

The above condition will be verified on the basis of the **List of realized supplies submitted by the Contractor, made not earlier than in the last five years before the deadline for submission of bids and if the period of activity is shorter - in this period.**

The Contractor shall be obliged to attach to the list documents confirming the fact of execution of such supplies (e.g., reference letter, copy of the acceptance protocol, contract, invoice, etc.) clearly specifying the following:

- a) the entity to whom the supply was made,
- b) the date of completion of the supply.

The Ordering Party informs that he will not consider the condition fulfilled if the Contractor attaches a self-declaration, a list of completed supplies, etc., to the bid as confirmation of the



fact that the supplies were made. It is required that the documents confirming the fact of supply include the signature and stamp of the entity for which the supplies were made.

4.3 TECHNICAL POTENTIAL

The Ordering Party does not formulate a condition in this regard.

4.4 PERSONS CAPABLE OF PERFORMING THE CONTRACT

The Ordering Party does not formulate a condition in this regard.

4.5 ECONOMIC AND FINANCIAL SITUATION

The Ordering Party does not formulate a condition in this regard.

4.6 LIST OF REQUIRED DOCUMENTS/STATEMENTS

The Contractor shall attach the following documents and statements to the bid:

- a) Bid Form
- b) Statement of no grounds for exclusion (part of the Bid Form);
- c) A copy of the registration documents of the Bidder (excerpt from the National Court Register or the Register Of Economic Activities) or equivalent documents, in accordance with the law applicable to the registered office of the Contractor. Documents issued in language other than Polish or English must be translated into Polish or English. Required standard translation.
- d) List of Realized Supplies with documents confirming their implementation
- e) Statement required of the Contractor regarding fulfillment of information obligations under the GDPR (which is part of the Bid Form).
- f) Power of attorney - if the bid is signed by an authorized person.

All documents submitted by the Contractor should be submitted in the form of originals or photocopies certified as true copies by the Contractor. Confirmation of conformity shall be made by the authorized person who signs the bid.

If the bid and its appendices are signed by a proxy, i.e. a person whose authorization to represent the Contractor submitting the bid does not arise from the relevant Register, the bid should be accompanied by a relevant power of attorney in the original or a copy certified to be a true copy of the original.

If certified photocopies are presented, the selected Contractor may be required to present the originals of these documents before signing the contract.

The Ordering Party, at the stage before signing the contract with the Contractor selected in the bidding procedure, may require the Contractor to present additional documents confirming the conformity of statements with the facts.

Documents issued in languages other than Polish or English must be submitted with a translation into Polish or English. The Ordering Party does not require a sworn translation.

In the event that at the stage of examining the bid it is found that the fulfillment of the subjective condition is not demonstrated, or that the grounds for exclusion are not demonstrated, the Ordering Party shall allow the Contractor to be called upon once to submit/complete the required document.

In the event of failure to include or attach data sheets or other documents to the bid, the Ordering Party shall allow one call for submission or supplementation of the required documents.

4.7 ADDITIONAL CONDITIONS FOR PARTICIPATION

The Ordering Party does not formulate a condition in this regard.





5 BID EVALUATION CRITERIA WITH INFORMATION ON THE POINT OR PERCENTAGE WEIGHTS ASSIGNED TO EACH BID EVALUATION CRITERION AND THE MANNER OF AWARDING POINTS FOR MEETING A GIVEN BID EVALUATION CRITERION

5.1 BID EVALUATION CRITERIA AND THEIR POINT WEIGHTS

The following bid evaluation criteria are established (1% = 1 point):

- | | |
|------------------------|-----|
| 1) Price (C) | 95% |
| 2) Warranty period (G) | 5% |

5.2 METHOD OF AWARDING POINTS

5.2.1 NET PRICE

1. The Contractor shall specify the bid price in the Bid Form.
2. The Ordering Party will accept the **net price** for evaluation.
3. The Contractor must specify the bid price in Polish Zloty (PLN) or EURO (€) or USD (\$). **Bids submitted in any other currency will be rejected.**
4. The bid price should include all price elements for the execution of the order, terms and contractual obligations specified in the Model Contract, and must include all public and legal fees.
5. The bid price quoted by the Contractor shall be fixed for the period of execution of the Contract and shall not be subject to change (subject to the provisions contained in the Model Contract).
6. The bid price should be expressed to two decimal places.

Method of evaluation of the criterion

7. The Ordering Party will evaluate the criterion according to the following formula:

$$C_0 = \frac{C_{MIN}}{C_B} \times 95 \text{ pkt}$$

C_0 – number of points obtained by the examined bid (after rounding to two decimal places) in the Price criterion.

C_{MIN} – the lowest proposed price among non-rejectable bids

C_B – the proposed price of the examined bid

8. Point values in the criterion will be given to two decimal places, and rounding will be done in accordance with generally accepted rules of mathematics.

5.2.2 WARRANTY PERIOD (G)

The Ordering Party requires a minimum warranty period of 12 months for the devices.

The criterion will award points for offering a longer warranty period in accordance with the table below:

Length of warranty (months)	Number of points
12	0
24	5

The Contractor shall specify the length of the warranty in the Bid Form. The warranty period begins to run from the final acceptance of the subject matter of the contract by the Ordering Party (for example, if the acceptance is on 10 December 2023, the first year of the warranty ends on 9 December 2024). Failure to specify the length of the warranty will result in the rejection of the bid.

5.3 FINAL EVALUATION

The total number of points received by the Contractor will be the sum of points awarded in each category calculated according to the formula:

$$P_0 = C + G$$

The maximum number of points is 100. The Ordering Party will make all calculations to two decimal places. The Ordering Party will select the bid that receives the highest number of points.

6 DEADLINE FOR SUBMISSION OF BIDS AND BID VALIDITY

The deadline for submission of bids is **09.02.2024 at 12:00 Polish time.**

Bids will be opened on **09.02.2024 at 12:00 Polish time.**

Bids must remain valid for a period of min. 30 days from the date of bid opening.

7 MANNER AND FORM OF BID SUBMISSION

7.1 GENERAL INFORMATION

1. Contractors are obliged to read carefully the information contained in the Request for Proposal and prepare a bid in accordance with the requirements set forth in this document, and in particular that the content of the bid corresponds to the content of the Request for Proposal.
2. It is recommended that Contractors use the Appendices, which are an integral part of the Request for Proposal, to prepare their bid. It is allowed to draw up their own forms, subject to any substantive changes to the templates.
3. The bid should be signed by a person authorized to represent the Contractor, in accordance with the form of representation of the Contractor specified in the court register or other document, appropriate for the given organizational form of the Contractor, or by a person authorized by authorized persons, whereby a power of attorney must be attached to the bid.
4. The Contractor shall bear all costs associated with the preparation and submission of the bid.
5. In the event that the documents, declarations regarding the conditions of participation submitted by contractors contain data/information in currencies other than PLN (Polish zloty), the Ordering Party will adopt the NBP exchange rate as of the day preceding the last day of bid submission as the currency conversion rate. If the average exchange rate is not published by the National Bank of Poland on the day of the announcement, the Ordering Party will adopt the exchange rate from the last published exchange rate table of the National Bank of Poland before the date of publication of the contract notice.

7.2 COMMUNICATION WITH THE ORDERING PARTY

1. The Contractor shall submit such materials to the e-mail address anna.musial@tasta.com.pl
2. Questions to the content of the request:
 - a) The Contractor may ask the Ordering Party to clarify the content of the request for quotation. The Ordering Party is obliged to provide explanations immediately, but no later than 2 days before the deadline for submission of tenders, provided that the request for clarification of the content of the Terms of Reference was received by the Ordering Party no later than the end of the day on which the half of the deadline for submission of tenders expires.





- b) If the request for clarification of the content of the Request for Proposal specifications was received after the deadline for submission of the request referred to in paragraph (a), or concerns the clarifications provided, the Ordering Party may grant the clarifications or leave the request unrecognized.
 - c) Extension of the deadline for submission of tenders does not affect the deadline for submission of the request referred to in paragraph (a).
 - d) The Ordering Party reserves the right not to answer questions submitted to it in a manner other than that described above, in particular, the Ordering Party will not answer questions by telephone.
3. Persons authorized to contact contractors are:
- a) Józef Burdzy, e-mail: j.burdzy@tasta.com.pl

7.3 HOW TO SUBMIT A BID - GENERAL INFORMATION

1. A bid from a potential supplier/contractor should include:
 - full name of the bidder;
 - address or registered office of the bidder, telephone number and NIP (Tax Identification Number), if any;
 - technical information about the devices offered, scope of services, etc.;
 - bid price (expressed in monetary units, which the buyer is obliged to pay the contractor for the subject matter of the contract, including VAT);
The price should take into account the performance of all activities and works and include all costs related to the execution of the order;
 - expiration date.
2. The bid should be signed by a person or persons authorized to act on behalf of the bidder, the signature must be legible or described with a name stamp. Bids should be submitted by snail mail / courier / in person (ul. W. Grabskiego 38, 37-450 Stalowa Wola) or by e-mail to anna.musial@tasta.com.pl. For bids submitted electronically, the following method of bid submission shall apply:
 - a) A bid submitted electronically should be originally printed and signed by the Contractor,
 - b) The Contractor shall then scan the printed and signed bid together with the necessary attachments and send it in scanned form to the address indicated in the request for proposals (procurement specifications).
3. The Contractor, after the deadline for submission of bids, may not effectively amend or withdraw the submitted bid.
4. **Bids are recommended to be prepared on the attached form.**
5. **Bids are recommended to be typewritten or computerized.**
6. Bids should be submitted with the price expressed in Polish zloty (PLN), or EURO (€), or USD (\$). Bids submitted with prices expressed in other currencies will be rejected.

7.4 METHOD OF BID EVALUATION

1. The Ordering Party will evaluate bids in accordance with the regulations of the "reverse procedure". This means that the Ordering Party:
 - a) Will evaluate all submitted bids in accordance with the evaluation criteria described in the Request for Proposal.
 - b) Will examine whether the bid evaluated as the most favorable is not subject to exclusion and meets the conditions for participation in the procedure.
 - c) In the event of finding deficiencies in the bid allowing for its supplementation, will call on the Contractor who submitted the most favorable bid to supplement the documents.
 - d) If the documents are supplemented within the indicated time limit and if the conditions for participation are found to be met, the Ordering Party will select the bid and call the Contractor to conclude the contract.
 - e) If the Contractor who submitted the most advantageous bid fails to supplement the required documents or supplements them incorrectly, the Ordering Party will reject the bid and





proceed to examine the next bid with the highest number of points by repeating steps b) - d).

2. If certified photocopies are presented, the selected Contractor may be required to present the originals of these documents before signing the contract.
3. In the case of statements made, at the level of contract signing, the Ordering Party may require the presentation of additional documents confirming the conformity of the statements with the facts.

7.5 OPENING OF BIDS

1. The opening of bids will take place immediately after the deadline for submission of bids indicated in Section 6 of the Request for Proposal.

8 BID VALIDITY PERIOD

1. The term of validity of the bid is 30 days and begins with the expiration of the deadline for submission of bids.
2. The Contractor, on his own or at the request of the Ordering Party, may extend the bid validity period, except that the Ordering Party may only once, at least 3 days before the expiration of the bid validity period, ask the Contractors to agree to extend this period by a specified period, but not longer than 30 days.
3. Refusal to give the consent referred to in paragraph 2 shall not result in loss of the bid bond, provided that it is required in the proceedings.

9 DEADLINE FOR PERFORMANCE OF THE CONTRACT

The final date for commissioning of the device/performance of the contract is 180 days from the signing of the contract.

10 EXCLUSIONS

1. Contractors related to the Ordering Party and/or persons performing activities related to the preparation and conduct of the procedure may not apply for the award of the contract. A personal or capital relationship is understood as a relationship consisting in:
 - a) participating in a company as a partner in a civil partnership or a partnership, holding at least 10% of shares (unless a lower threshold is required by law), serving as a member of a supervisory or management body, proxy, attorney;
 - b) being married, in a relationship of kinship or affinity in a direct line, kinship or affinity in a collateral line to the second degree, or a relationship of adoption, custody or guardianship, or having a common life with the contractor, his legal deputy or members of the management or supervisory bodies of the contractors applying for the contract;
 - c) remaining with the contractor in such a legal or factual relationship that there is a reasonable doubt as to their impartiality or independence in connection with the procurement procedure.
2. The contract may not be awarded to entities in respect of which there is any of the circumstances indicated in Article 7 of the Law of 13 April 2022 on special solutions to prevent support for aggression against Ukraine and to protect national security.

11 DETERMINATION OF THE TERMS OF MATERIAL CHANGES TO THE CONTRACT CONCLUDED AS A RESULT OF THE CONDUCTED CONTRACT AWARD PROCEDURE

The Ordering Party informs that the terms of material changes to the contract are specified in the model contract attached to the Request for Proposal.

12 FORMALITIES PRECEDING THE CONCLUSION OF THE CONTRACT



1. The Contractor, whose bid will be selected as the most favorable, will be required to sign a contract, the model of which is attached to this Request for Proposal.
2. The contract with the selected Contractor will be concluded at the place and date specified by the Ordering Party. The Contractor's unexcused failure to appear at the appointed time to sign the contract shall be considered a waiver of the contract, which will authorize the Ordering Party to sign the contract with the next Contractor who obtained the next highest number of points in the procurement procedure.

13 BID BOND

1. A bid bond is not required in the procedure.

14 INFORMATION ABOUT THE POSSIBILITY OF SUBMITTING PARTIAL AND VARIANT BIDS

1. The Ordering Party does not allow the possibility of submitting partial bids.
2. The Ordering Party does not allow the possibility of submitting variant bids.
3. The Ordering Party does not provide for the award of supplementary contracts.

15 DESCRIPTION OF THE MANNER OF SUBMITTING VARIANT BIDS AND THE MINIMUM CONDITIONS TO WHICH VARIANT BIDS MUST CORRESPOND, ALONG WITH THE SELECTED EVALUATION CRITERIA, IF THE ORDERING PARTY REQUIRES OR ALLOWS THEM TO BE SUBMITTED

Not applicable. The Ordering Party authority does not provide for the submission of variant bids in the proceedings.

16 PROCESSING OF PERSONAL DATA; PROTECTION OF PERSONAL DATA

Pursuant to Article 13 (1) and (2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ L L 119 of 04.05.2016, p. 1), hereinafter "GDPR", the Ordering Party informs that:

- he will process personal data obtained in the course of this procedure, including personal data disclosed in bids, documents and statements attached to the bid, as well as personal data disclosed in response to a request to supplement the bid.
- The administrator of your personal data is the Ordering Party, whose data is specified in para. 1 of the Request for Proposal.
- Contact to the administrator at the e-mail address specified in para. 1 of the Request for Proposal or by letter to the address given in para. 1 of the Request for Proposal.
- Your personal data will be processed on the basis of Article 6(1)(c) of the GDPR for the purpose related to the proceedings for the award of this contract conducted by way of a Request for Proposal;
- the recipients of your personal data will be persons or entities to whom the documentation of the tender procedure conducted under the competitive bidding principle will be made available;
- due to the fact that this proceeding is carried out on the basis of norms binding within the framework of the Operational Programme Eastern Poland, personal data of the Contractor are covered by the provisions on access to public information, thus they may be made available to entities which, on the basis of the above regulation, request for their access, and moreover they will be made available to institutions and entities involved in the process of implementation of the Operational Programme Eastern Poland;
- your personal data for archiving purposes will be stored for the period of implementation, durability and the period of storage of documentation related to the implementation of the project;
- your personal data will not be processed in an automated manner and will not be profiled;



- the obligation for you to provide personal data directly concerning you is a requirement related to participation in the proceedings for the award of a contract conducted on the basis of the principle of competitiveness;
- with regard to your personal data, decisions will not be made by automated means, pursuant to Article 22 of the GDPR;
- you have:
 - pursuant to Article 15 of the GDPR, the right to access your personal data;
 - pursuant to Article 16 of the GDPR, the right to rectify your personal data,
 - pursuant to Article 18 of the GDPR, the right to request the administrator to restrict the processing of your personal data, subject to the cases referred to in Article 18(2) of the GDPR;
 - the right to lodge a complaint with the President of the Office for Personal Data Protection if you consider that the processing of personal data concerning you violates the provisions of the GDPR;
- you are not entitled to:
 - in connection with Article 17(3)(b), (d) or (e) of the GDPR, the right to erasure of personal data;
 - the right to portability of personal data referred to in Article 20 of the GDPR,
 - pursuant to Article 21 of the GDPR, the right to object to the processing of your personal data, as the legal basis for the processing of your personal data is Article 6(1)(c) of the GDPR.

17 CANCELLATION OF PROCEEDINGS

1. The Ordering Party reserves the right to amend the terms of the request for quotation, as well as to cancel or invalidate it, and to terminate the proceedings without selecting any bids, in particular, when the following prerequisites occur:
 - a. no non-rejectable bid was submitted;
 - b. a significant change of circumstances has occurred, causing the conduct of the proceedings or execution of the contract is not in the interest of the Ordering Party, which could not have been foreseen earlier;
 - c. the procedure is burdened with an irremovable defect.
2. At the same time, the Ordering Party reserves the right to:
 - a. cancel the proceedings at any time;
 - b. terminate the procedure without selecting the Contractor;
 - c. cancel the procedure, both before and after the selection of the most advantageous bid.
3. In the cases referred to above, the Contractor shall not be entitled to any claims for damages against the Ordering Party, nor shall he be entitled to reimbursement of costs associated with the preparation and submission of a bid
4. The Ordering Party reserves the right to amend the terms of the request for proposal, as well as to cancel or invalidate it, and to terminate the proceedings without selecting bidders, in particular, if the value of the bid exceeds the amount of funds allocated by the Ordering Party for financing the contract.
5. The Contractors shall participate in this proceeding at their own risk and expense, and shall not be entitled to any claims arising from the termination by the Ordering Party of this proceeding without selecting the most advantageous bid.

18 APPENDICES



Narodowy Fundusz
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i Gospodarki Wodnej

TASTA
ARMATURA Sp. z o.o.

Appendix No. 2 List of Realized Supplies

Appendix No. 3 Model Contract

A handwritten signature in blue ink is located at the bottom center of the page.



Annex No. 1 to Request for Proposal 3/ZR/IDŚ

Bid Form

THE BID

TASTA Armatura Sp. z o.o.
ul. Grabskiego 38
37-450 Stalowa Wola

Stamp of the Contractor

In the proceedings for the award of a public contract conducted under the Competitive Procedure
No. 3/ZR/IDŚ
entitled

**"Supply of specialized hydraulic press for the process of hydroforming of elements for
collectors in the range of DN250 to DN600 mm along with instrumentation".**

A. CONTRACTOR'S DATA:

Person authorized to represent the Contractor(s) and signing the bid:

Contractor(s):

Address:

NIP (Tax Identification Number):

REGON (National Business Registry Number):

CONTRACTOR is a small / medium entrepreneur - yes ☐ no ☐.

CONTRACTOR comes from a European Union member state other than Poland - yes ☐ no ☐.

CONTRACTOR comes from another Member State which is not a member of the European Union
- yes ☐ no ☐

• Delete as appropriate, mark yes or no with X

Person responsible for contact with the Ordering Party:

Contact details to which correspondence related to this procedure should be forwarded:

E- MAIL:

Correspondence address (if different from the registered office address):



B. TOTAL BID PRICE:

I hereby offer to perform the subject matter of the order for the TOTAL BID PRICE*:

Net: ☐ PLN ☐ EURO ☐ USD ¹

VAT:

Gross:

C. We offer a device that meets the following parameters:

No.	Description of the subject matter of the order	Required value	Offered value
1.	Processing size range	10"-24" inches	
2.	Total cylinder force	90,000 kN	
3.	Max. forming force (max. reinforcement force)	2350 bar	
4.	Main cylinder pressure	30,000 kN	
5.	Return stroke force of the main cylinder	1850 kN	
6.	Max light (max distance between moving beam and work table)	2400 mm	
7.	Stroke of the main cylinder	1100 mm	
8.	Rapid lowering speed of the clamping cylinder	~80 m/s	
9.	Feeding speed of the clamping cylinder	5-10 m/s	
10.	Return speed of the clamping cylinder	~80 m/s	
11.	Actual upward sliding block size	2500x400 mm	
12.	Actual working table size	2000x2000 mm	
13.	Maximum pressure of the hydraulic system	~25 MPa	
14.	Side cylinder pressure	2x28500 kN	
15.	Stroke of the side cylinder	500 mm	
16.	Ejection force	3000 kN	
17.	Ejection stroke	600 mm	
18.	Pushing speed of the side cylinder	5 mm/s	
19.	Return speed of the side cylinder	~50 m/s	
20.	Left and right cylinder synchronization error	±0.3 mm	
21.	Size of side sliding blocks	1000x900 mm	

¹ Mark the appropriate currency



22.	Max distance between two side sliding blocks	2700 mm	
23.	Center height of molds	700 mm	
24.	PLC power supply	SCHNEIDER	
25.	Electrical components	SCHNEIDER	
26.	Operation mode	Manual and automatic	
27.	Total dimension	~9500x4950x10410 mm	
28.	System	Full servo system	
29.	Quick mold change device	YES	
30.	Remote monitoring and maintenance of the system	YES	
31.	Total power	~330 kW	
32.	Gross weight	~400 tons	

D. We undertake to provide a warranty for the supplied device of the length:

D.1 Warranty for hydraulic press for hydroforming process..... months

DECLARATIONS:

I declare that

- 1) the order will be completed within the deadlines specified in the Request for Proposal and in the model contract;
- 2) the price of our bid includes all costs of order execution;
- 3) we are acquainted with the Request for Proposal and the model contract and we do not raise any objections to them and we accept the conditions contained therein;
- 4) we consider ourselves bound by this bid for a period of **30 days** counting from the date of opening of tenders (including this day);
- 5) we accept the presented model contract without reservation
- 6) I have fulfilled the information obligations provided for in Article 13 or Article 14 of the GDPR¹⁾ to natural persons from whom I have directly or indirectly obtained personal data in order to apply for the order in question².
- 7) I/we have the authorizations, knowledge and experience to perform the subject order,
- 8) I/we have at our disposal technical potential and persons capable of performing the order,
- 9) I/we are in an economic and financial situation ensuring the execution of the order,

² If the contractor does not provide personal data other than those directly concerning him, or there is an exclusion of the application of the information obligation pursuant to Article 13(4) or Article 14(5) of the GDPR, the content of the statement is not submitted by the contractor (delete the content of the statement, e.g., by crossing it out).



10) all information included in the bid is up-to-date and true,

E. OBLIGATIONS IN CASE OF AWARDING THE CONTRACT:

- 1) we undertake to conclude a contract at a place and date designated by the Ordering Party;
- 2) the person authorized to contact the Ordering Party in matters relating to the execution of the contract is:
First and last name:
e-mail:
tel.:

F. Declaration of No Conflict of Interest

I declare that

1. I am/I am not³ an entity related personally or by capital to the Ordering Party.

A capital or personal relationship means a mutual relationship between the Ordering Party or persons authorized to incur liabilities on behalf of the Ordering Party, or persons performing activities on behalf of the Ordering Party related to the contractor selection procedure, and the contractor, consisting in particular of:

- a) *participating in a company as a partner in a civil partnership or a partnership, holding at least 10% of shares (unless a lower threshold is required by law), serving as a member of a supervisory or management body, proxy, attorney;*
- b) *being married, in a relationship of kinship or affinity in a direct line, kinship or affinity in a collateral line to the second degree, or a relationship of adoption, custody or guardianship, or having a common life with the contractor, his legal deputy or members of the management or supervisory bodies of the contractors applying for the contract;*
- c) *remaining with the contractor in such a legal or factual relationship that there is a reasonable doubt as to their impartiality or independence in connection with the procurement procedure.*

2. I am/I am not⁴ an entity with respect to which any of the circumstances indicated in Article 7 of the Law of 13 April 2022 on special solutions to prevent support for aggression against Ukraine and to protect national security apply.

G. TABLE OF CONTENTS:

The following documents are an integral part of the bid:

- 1)
- 2)
- 3)
- 4)

The bid has been submitted on..... sequentially numbered pages.

..... stamp of the Contractor Date and signature of an authorized representative of the Contractor
----------------------------------	--

³ Delete as needed

⁴ Delete as needed

Annex No. 2 to Request for Proposal 3/ZR/IDŚ

.....
/Contractor's header stamp¹/

....., date
/place, date/

List of Realized Supplies

(in terms of implementation not earlier than in the last 5 years before the deadline for submission of tenders at least min. 2 orders/contracts for the supply of a specialized hydraulic press for the process of hydroforming elements DN250 to DN600 mm with instrumentation)

No.	Name of the Ordering Party, for which the order was realized	Description of the order (provide information to the extent necessary to demonstrate fulfillment of the condition for participation in the proceedings)	Date of execution of the order (period from - to)
1.			
2.			

.....
(stamp and signature of person authorized to make statements of intent on behalf of the Contractor)

¹ Applies to Contractors using the company seal.

CONTRACT NO. 03/ZR/IDŚ/2024

entered into on..... between:

TASTA ARMATURA Sp. z o.o. based in Stalowa Wola at the address: ul. Grabskiego 38, 37-450 Stalowa Wola, registered in the National Court Register kept by the District Court in Rzeszów, XII Economic Department, under KRS No.: 0000056442, with a share capital of PLN 1,080,000.00, NIP: 865-00-13-543, represented by:

1. *Zbigniew Janik - President of the Management Board*

hereinafter referred to as the "**Buyer**".

and

.....

hereinafter referred to as the "**Seller**".

of the following content:

SECTION 1 Subject Matter of the Contract

1. The subject matter of the contract is the purchase of a device for forming and machining T-connectors with the necessary instrumentation, i.e:
 1. Three-slide hydraulic press with pressures of at least 3/2x28.5 MN;
2. The scope of work includes delivery, installation and commissioning under the supervision of the Seller at the Buyer's plant.
3. The Seller guarantees that the delivered subject matter of the contract corresponds to all the features specified in the bid form, is brand new, has the features of the original packaging intact, and is free from technical and legal defects. He declares that the equipment is authorized for marketing in the Republic of Poland.

SECTION 2 Price

As payment for the objects of sale described in Section 1, the Buyer shall pay to the Seller the **net price**..... (in words:). The price includes costs of transportation to DAP Stalowa Wola, supervision of installation and commissioning of the press at the Buyer's plant.



SECTION 3

Payment Terms

1. Payment terms:

a) **30%, i.e.**..... (in words:.....) payable within 7 days after signing the contract.

b) **70%, i.e.**..... (in words:.....) payable within 7 days after the date of shipment by the Seller.

c) bank details for transfers:

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

SECTION 4

Deadlines for Implementation

1. The Contractor shall be obliged to execute the subject matter of the contract referred to in Section 1 item 1 within 180 days from the date of signing the contract.

2. Confirmation of the execution of the subject matter of the contract referred to in Section 1 will be the final delivery and acceptance protocol, signed no later than 3 days from the day on which the hydraulic press was put into operation.

3. All defects found during acceptance shall be entered in the delivery and acceptance protocol referred to in item 2 with a deadline for their removal or repair.

SECTION 5

Delivery Conditions

1. The machine and relevant tooling will be delivered by the Seller in containers or as bulk cargo under the terms of DAP Stalowa Wola, Poland.

2. The cost of insuring the machine during transport to Stalowa Wola shall be covered by the Seller.

3. The name of the forwarder or carrier and the transport route will be communicated by the Seller to the Buyer by fax or e-mail no later than 5 days prior to shipment.

SECTION 6

Warranty

1. The warranty period for the machine is..... months counting from the date of signing the commissioning protocol.

2. Repairs to the machine during the warranty period, including delivery of spare parts for the hydraulic press and assemblies, will be made at the Seller's expense within 30 days from the date of receipt of the Buyer's call.

SECTION 7

Commissioning of the Machine

1. The Seller shall assemble and commission the hydraulic press in a timely manner within 2 weeks.
2. The Buyer shall not be liable for any shortage of components necessary for proper assembly due to non-delivery.
3. If the commissioning of the device is not successfully completed within the 2-week period, all costs of further visits of specialists and other expenses necessary to realize the correct assembly and commissioning of the press will be paid by the Party responsible for the condition.

SECTION 8

Training

1. The Seller shall train 3 operators to operate the hydraulic press at the Buyer's premises during the period of stay of the Seller's specialists.

SECTION 9

Documentation

1. The Seller shall provide technical and operating documentation with assembly drawings, as well as drawings of the hydraulic and electrical system for future use in case of failure, inspection and overhaul, and maintenance of the equipment.
2. The Seller shall also provide foundation drawings and drawings for bringing the electrical connection to the hydraulic press.
3. The Seller will provide the necessary spare parts for the hydraulic press.
4. The hydraulic press will be painted in the Seller's standard color scheme.

SECTION 10

Contractual Penalties

1. The Parties agree on the following contractual penalties:
 - a. The Seller undertakes to pay the Buyer contractual penalties in the amount of 0.01% of the net lump sum remuneration for the execution of the subject matter of this contract for each day of delay, but the total penalty charged may not amount to more than 10% of the net value of the subject matter.
 - b. The Seller shall pay to the Buyer a contractual penalty in the amount of 10% of the net lump sum remuneration for the execution of the subject matter of this contract due to termination of the contract by the Buyer for reasons attributable to the Seller.
 - c. The Buyer shall pay the Seller a contractual penalty in the amount of 10% of the net lump sum remuneration in the event of termination of the contract by the Seller for reasons attributable to the Buyer.
2. Each Party undertakes to pay the contractual penalty within 14 days from the date of issuance of the debit note. Penalties may be deducted from the current remuneration after ineffective expiration of the deadline for payment of the contractual penalty by the Seller.
3. If the damage exceeds the amount of the contractual penalties, each Party reserves the right to claim supplementary damages under the general rules of the Civil Code. The

liability of the Parties shall be limited to actual damages up to 15% of the net lump sum remuneration for the execution of the subject matter of this contract.

SECTION 11

Termination of Contract

1. The Buyer shall have the right to terminate the contract with the right to demand from the Seller to pay a contractual penalty in the amount specified in Section 10 item 1, among others, in the following situations:
 - a. in case of delay in execution of the subject matter of the contract lasting more than 25 calendar days,
 - b. in case of liquidation, declaration of bankruptcy or dissolution of the Seller's enterprise.
 - c. in case of seizure of the Seller's assets ordered by a public authority.
2. Termination of the contract shall be in writing under pain of invalidity and shall contain a justification.
3. Termination of the contract shall not preclude the Buyer from claiming contractual penalties.

SECTION 12

Conditions for Amending the Contract

1. The Buyer shall allow amendments to this contract in the cases and under the conditions specified below.
2. The contract may be amended if:
 - a. the change does not lead to a change in the nature of the contract.
 - b. the necessity of the change results from a change in generally applicable laws and regulations and/or the grant agreement concluded by the Buyer with the Managing Authority.
 - c. force majeure directly affecting the timely execution of the subject matter of the contract has occurred. Force majeure shall be understood as an external event that could not have been foreseen by the Contracting Parties, which could not have been avoided or prevented by the Contracting Parties with due diligence, which cannot be attributed to the other party, and which affects the execution of the subject matter of the contract, including in particular: flood, fire and other natural disasters, strikes, sudden power outages, etc.;
3. The condition for implementation of the change is a written request transmitted by the Party initiating the change to the other party to the contract.
4. The request for its validity requires the approval of the Seller and the Buyer.
5. Amendments shall be made in the form of an annex to the contract.

SECTION 13

Final Provisions

1. Amendments to the contract and all statements of the parties concerning the contract shall be in writing under pain of nullity.
2. Disputes that may arise from this contract shall be submitted by the Parties to the decision of the court of material jurisdiction for the Seller.

3. If disputes arise in connection with the performance or implementation of the contract, the Parties shall endeavor to resolve them on an ongoing basis.
4. This contract has been drawn up in Polish and English in two copies, one for each party.
5. The Parties have agreed that this contract and any attachments may be signed and sent by fax or e-mail maintaining legal effect equal to the originals.

Seller

Buyer

.....

.....

