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| Morawica, 13.11.2019  ***U Jędrusia Sp. z o.o.***  Przemęczanki 32  32 - 107 Radziemice  Correspondence address:  Morawica 306, 32-060 Liszki  tel. +48 12 379 36 56  **REQUEST FOR PROPOSAL NO. 11/1.1.1 PO IR /2019**  **concerns:** **purchase of a component of the pilot production line for delicatessen products – evaporation system**   1. **INTRODUCTORY INFORMATION**  U Jędrusia Sp. z o.o. invites to submit offer offers in the procedure conducted as an request for proposal proceedings. 1.2 The subject of the procedure is the contract **for the purchase, delivery, assembly and training of employees in terms of a component of the pilot technological line for the production of delicatessen products – evaporation system.** **This procedure is not subject to the regulations contained in the Act of 29 January 2004 – Public Procurement Law (Journal of Laws of 2019, item 1843, as amended).****DEFINITIONS**The terms used in the request for proposal have the following meanings:"Ordering Party” – shall be understood as a company under the business name U Jędrusia Sp. z o.o. Przemęczanki 32; 32-107 Radziemice; KRS (National Court Register ID): 0000398461, NIP (Tax ID): 9442241567, REGON (Business ID): 122420450;"Contractor" – shall be understood as any legal or natural person, or an organizational unit without legal personality, taking part in the proceedings conducted by the Ordering Party for **the purchase and delivery of a component of the pilot technology line for the production of delicatessen products – evaporation system.**"Proceedings" – shall be understood as the present proceedings conducted by the Ordering Party for **the purchase and delivery of a component of the pilot technological line for the production of delicatessen products – evaporation system**."Component of the pilot technological line for the production of delicatessen products:” –evaporation system , it ought to be understood as the subject of these Proceedings in accordance with the description of the subject of the Order in point 6;"Order" – shall be understood as **the purchase and delivery of a component of the pilot technological line for the production of delicatessen products – evaporation system** which is the subject of the Procedure;2.1.6 " Request for proposal" – shall be understood as this request for proposal **No. 11/1.1.1 PO IR /2019** with annexes thereto;"Agreement" – shall be understood as the agreement of the two parties establishing their mutual rights and obligations in the implementation of the subject of the Request for proposal;  * + 1. "Guidelines" – shall be understood as *the* *Guidelines on the eligibility of expenditure under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for 2014-2020* on August 22, 2019, issued by the Ministry of Investment and Development (MIiR/2014-2020/12 (4));     2. "Correspondence" – shall be understood as all kinds of documents, statements, applications, notifications, information, etc., which relate to these Proceedings;     3. "Person or capital related entity" – shall be understood as any legal or natural person, or organizational unit without legal personality whose interrelationships between the Ordering Party or persons authorized to incur obligations on behalf of the Ordering Party, or persons performing actew2q1weivities related to the proceedings on behalf of the Ordering Party and the Contractor, consisting in particular of:   a) participating in the company as a partner in a civil law partnership or partnership,  b) owning at least 10% of shares or stocks, unless the lower threshold results from legal regulations or has not been determined by the MA of OP,  c) performing the function of a member of the supervisory or management body, proxy or representative,  d) being married, in a relationship of relationship or affinity in a straight line, relationship of the second degree or affinity of the second degree in the collateral line, or in the relationship of adoption, care or guardianship.   * + 1. "MA of OP" – shall be understood as the managing authority the operational programme;     2. "Operational programme" – shall be understood as an operational programme within the meaning of the Guidelines and the legal provisions indicated therein.     3. "Intermediate institution" – shall be understood as the National Centre for Research and Development based in Warsaw.  1. **DETAILS OF THE ORDERING PARTY**    1. ***U Jędrusia Sp. z o.o.***   Przemęczanki 32  Address: 32 - 107 Radziemice;  KRS (National Court Register): 0000398461;  NIP (Tax ID) 9442241567;  REGON (Business ID) 122420450;  Website <https://u-jedrusia.pl/>;  Bank account Pekao S.A.  Bank account number 77 1240 2294 1111 0010 7764 4519  Reference number **11/1.1.1 PO IR****/2019**  **Note**: in the correspondence addressed to the Ordering Party, the above-mentioned sign of the Proceedings should be used.   * 1. **Correspondence address to which the offer should be submitted, as well as all Correspondence directed during the Proceedings:**   *U Jędrusia Sp. z o.o.*  Morawica 306  32-060 Liszki   1. **GENERAL INFORMATION**    1. The Ordering Party **does not** allow the submission of variant offers.    2. The Ordering Party **does not** allow the submission of partial offers.    3. The Proceedings are conducted taking into account the principle of fair competition, the principle of equal treatment of Contractors, and the principle of transparency within the meaning of the Guidelines.    4. The Request for proposal was placed on the website [www.bazakonkurencyjnosci.funduszeeuropejskie.gov.pl](http://www.bazakonkurencyjnosci.funduszeeuropejskie.gov.pl) and <https://u-jedrusia.pl/>.    5. The estimated value of this contract exceeds 50,000.00 (say: fifty thousand 00/100) PLN net, i.e. excluding value added tax (VAT).    6. The Ordering Party is not subject to the regulations contained in the Act of 29 January 2004 – Public Procurement Law (Journal of Laws of 2019, item 1843, as amended).    7. In order to participate in the Proceedings is to submit offer in accordance with this Request for proposal.    8. The subject of the Request for proposal is the purchase of components that are covered by the CPV code:42215000-6 description: Devices for the industrial preparation or production of food or drink.      * 1. The Ordering Party reserves that:   4.9.1 has the right not to choose any of the Offers submitted;  4.9.2 has the option of cancelling the Proceedings at any time without giving a reason or informing Offerors in advance;  4.9.3 has the right to change or supplement the documents included in the request for proposal for quotations, which will become its integral part;  4.9.4. may extend the deadline for submitting offers.  In the cases referred to above in item 4.9, Offerors shall not be entitled to any damages claims against the Ordering Party.  In the event of a change in the Request for proposal, information about this fact will be announced immediately in the same way as the Request for proposal has been published. Information on this matter will also be sent to Offerors who submitted the Offer before making the change.  In the event of a change to the Request for proposal, the deadline for submitting the Offers will be extended by the time necessary to introduce changes in the Offers, if necessary due to the scope of the changes.   1. **INFORMATION ON THE METHOD OF CONTACTING WITH THE CONTRACTORS AND THE TRANSMISSION OF STATEMENTS AND DOCUMENTS.**  The Ordering Party and the Contractors shall provide Correspondence in writing with each other.The Ordering Party allows the submission of Correspondence by post. Correspondence is considered to have been submitted within the deadline if its content had reached the Ordering Party before the expiry of the deadline.The person authorized to contact the Contractors on behalf of the Ordering Party is: Krzysztof Nowak, e-mail: k.nowak@u-jedrusia.pl, mobile: + 48 721 670 200   * 1. All Correspondence in these proceedings should be directed to the correspondence address indicated in point 3.2 of the Request for proposal.   2. Correspondence, **including the offer**, should be submitted in Polish.      1. **DESCRIPTION OF THE SUBJECT OF THE CONTRACT**    1. General Information   6.1.1 The subject of the contract is the purchase and delivery of a component of the pilot production line of delicatessen products – evaporation system, Operational Programme Intelligent Development, Sub-measure 1.1.1 OP IE "Industrial research and development works carried out by enterprises ".  6.1.2 Purchase of **the component of the pilot production line for delicatessen products – evaporation system**, covered by the CPV code: 42215000-6 description: Devices for the industrial preparation or production of food or drink.  6.1.3 A detailed description of the subject of the contract is the specification which is Annex No. 5 to the request for proposal for quotations to be picked up in person at the Company's seat after prior appointment and signature (by a Person authorized to represent the Company) of the Confidentiality Statement, which constitutes Annex No. 6 hereto.  **7 DATE AND PLACE OF COMPLETION OF THE SUBJECT OF THE CONTRACT**    7.1 The Subject of the Contract shall be completed within no later than 20.05.2020, subject to point 7.2 of the present Request for proposal.  7.2 The Ordering Party reserves the right to change the date of the subject of the contract referred to in paragraph 7.1, if the project completion date changes or other objective circumstances independent of the Ordering Party occur that will affect the performance of the Agreement. In this case, the Ordering Party shall inform the Contractor of the new project completion date and Agreement implementation in writing. The extension of the deadline referred to in this paragraph does not require a written amendment to the Agreement.  7.3 Place of performance of the Contract is the production plant is the Ordering Party in Morawica 306, 32-060 Liszki. 8 CONDITIONS FOR PARTICIPATION IN THE PROCEEDINGS AND THE METHOD OF THE ASSESSMENT OF THESE CONDITIONS8.1 Contractors who will apply for the Contract must:8.1.1 Have the necessary knowledge and experience and technical potential, as well as dispose of persons capable of performing the Contract;8.1.2 Be in an economic and financial situation ensuring the performance of the Contract.8.2 The Ordering Party establishes the following detailed conditions for participation in the Proceedings:8.2.1 Within the scope of the condition specified in point 8.1.1, the assessment of compliance with the specific conditions will be based on the documents and statements presented by the Contractor, referred to in point 9.1.1.Within the scope of the condition specified in point 8.1.2, assessment of compliance with the detailed conditions will be based on the documents and statements submitted by the Contractor, as referred to in point 9.1.2.9 STATEMENTS AND DOCUMENTS TO BE PROVIDED BY THE CONTRACTOR TO CONFIRM THE MEETING OF THE CONDITIONS SET OUT IN POINT 8In order to demonstrate compliance with the conditions for participation in the Proceedings, each of the Contractors should submit, along with the offer, the following statements and documents:9.1.1 Detailed conditions set out in point 8.1.1 of this Request for proposal – together with the offer, each of the Contractors should submit statements that he has the necessary knowledge and experience, as well as technical potential, and also has persons capable of performing the Contract. At the same time, the offer should include:9.1.1.1. List of works (at least 2 (two) works) carried out in the last 3 years covered by the Request for proposal, with particular emphasis on services rendered to entities conducting activities similar to the Ordering Party's, and if the period of conducting business is shorter – in this period, giving the value, subject, dates of performance and recipients of services and documents confirming that these deliveries have been made properly;Detailed conditions specified in point 8.1.2 of this Request for proposal – along with the offer, each of the Contractors should submit a statement confirming that he is in an economic and financial situation ensuring the performance of the Contract.9.1.2.1 irrevocable, unconditional bank or insurance guarantee payable at the first request of the Ordering Party, for 100% of the gross price of the Subject of the Contract, by 20.09.2020; Or  9.1.2.2.policy or other insurance document confirming that the Contractor is insured against civil liability in the scope of his business activity until at least 20.09.2020, which sum of insurance is at least the equivalent of the remuneration specified in the Agreement, together with proof of payment of the premium for concluding the insurance contract.   1. **OFFER BINDING DATE**   The Contractor is bound by the offer for 60 (say: sixty) days from the day on which the offer submission deadline expires.   1. **DESCRIPTION OF THE PREPARATION OF OFFERS**  The Contractors are required to carefully read the information contained in this Request for proposal and prepare the offer in accordance with the requirements set out herein.The Contractors bear all their own costs related to the preparation and submission of the offer, regardless of the outcome of the Proceedings. The Ordering Party shall in no case be responsible for the costs incurred by the Contractors in connection with the preparation and submission of the offer.The offer consists of the following documents:**Offer form** prepared in accordance with the template provided in Annex No. 1 to this Request for proposal (including Annex No.1 to the Agreement).**Declaration of compliance with the conditions for participation in the proceedings** drawn up in accordance with the template constituting Annex No. 2 to this Request for proposal.**Declaration on the lack of capital or personal relations** drawn up in accordance with the template constituting Annex No. 3 to this Request for proposal.**Statement** in which the Contractor confirms that he is bound by the offer for a period of 60 days from the date on which the deadline for submission of offers expires.**Contract template** constituting Annex No. 4 to this Request for proposal, initialled by persons authorized to represent the Contractor.  * + 1. **Confidentiality statement** constituting Annex No. 6 to this Request for proposal, signed upon receipt of the Specification by a Person authorized to represent the Company.     2. **Declaration of exclusivity** attached as Annex No. 7 hereto.  In the case of an offer submitted by a consortium, the Ordering Party, when assessing whether the consortium meets the requirements set out in the Request for proposal, will take into account the authorizations, knowledge and experience, technical potential, staff, as well as the economic and financial situation of the consortium members. Therefore, together with the offer, the consortium members may submit one set of documents referred to in points 11.3.1 and 11.3.2 of this Request for proposal. The offer should be accompanied by the documents indicated in points 11.3.3., 11.3.4, 11.3.5, 11.3.6 and 11.3.7, prepared separately for each member of the consortium.Information constituting the Contractor's company secret should be provided in such a way that the Ordering Party can easily determine the scope of information covered by the secret. Lack of an appropriate reservation will be treated as an unambiguous consent to the inclusion of all documents and data provided in the documentation of the Proceedings and their disclosure in accordance with applicable law.The offer should be placed in one sealed or otherwise permanently secured inner envelope and one non-transparent outer envelope marked: "Offer for the **purchase along with the delivery and assembly of a component of the pilot production line of delicatessen products – evaporation system** – request for proposal **No. 11/1.1.1 PO IR/2019** – do not open before 17.12.2019, until noon". The internal envelope should contain the name and address of the Contractor to enable the return of an unopened offer if delivered to the Ordering Party after the deadline.  1. **PLACE AND DATE OF SUBMISSION AND OPENING OF OFFERS**    1. **Place of submitting offers:**   *U Jędrusia Sp. z o.o.*  Morawica 306a  32-060 Liszki   * 1. **Method of submitting offers:**      1. The offer should be submitted by post, courier or in person.      2. Submission of the offer in a different way than provided for in point 13.2.1. of the Request for proposal is deemed not to be submitted.   2. **Offer submission deadline**      1. Offers should be submitted by 17.12.2019 by noon.      2. The date of receipt of the offer by the Ordering Party at the correspondence address indicated in point 3.2 of the Request for proposal shall determine whether the offer was submitted on time.      3. Offers submitted after the deadline indicated in point 12.3.1 will not be considered and will be returned without opening.   3. **Date and place of opening offers**   Offers will be opened on December 17, 2019, at 1.00 PM, at the place of submitting offers.   1. **OFFER EVALUATION CRITERIA**    1. The selection of the best offer will be based on the following criteria: 2. Net price – 70 points – the price includes delivery, assembly, commissioning and training of employees. 3. Guarantee period – 30 points – the maximum estimated guarantee period is 36 months (from the date of signing the final acceptance report). If a guarantee period of over 36 months is offered, 36 months will be accepted for the purposes of comparing the submitted offers. At the same time, the Ordering Party emphasizes that the shortest guarantee period is 24 months from the date of signing the final acceptance report or from the date the Buyer begins to use the Subject of the Agreement, if this occurs before final acceptance.   The offer rating will be calculated according to the following rules:   |  |  |  |  | | --- | --- | --- | --- | | **No.** | **Name of criterion** | **Assessment method** | **Maximum**  **number of points** | | 1 | Net price 70% | * the lowest price among the offers received * other offers: according to the formula:   Con/Cob \* 70 pts  Cob is the price of the examined offer  Con is the lowest offer price | 70 | | 2 | Guarantee period 30% | * guarantee period = fixed max. (36 months) * other offers: according to the formula:   Gob/Gom\*30 pts  Gob is the guarantee period for the evaluated offer  Gom warranty period set as max. by the Ordering Party (36 months)  The guarantee on the subject of the contract is calculated in months, but it cannot be shorter than 24 months, in accordance with the Request for proposal.  A offer that refers to a shorter warranty period than 24 months will be rejected as not meeting the conditions of the procedure. | 30 |   If the value of the subject of the contract is provided in a foreign currency, conversion into PLN will be made according to the sale rate of the National Bank of Poland on the day of opening the offers.  The final assessment of the offer will be the sum of the marks for individual criteria.   * 1. All calculations in the course of offer evaluation will be made to two decimal places.   2. Offers for each part of the Contract will be ranked in terms of the total number of points obtained, in order from the highest to the lowest number of points.   3. In the event of the same number of points being awarded by Contractors, the selection of the offer will be determined by the following: number of points awarded in criterion 1, number of points awarded in criterion 2.   4. During the evaluation of offers, the Ordering Party reserves the right to:      1. correcting obvious typing or price calculations errors,      2. checking the credibility of documents, statements, lists, data and information submitted by the Contractor.   5. If the price of the offer seems abnormally low in relation to the subject of the contract and raises doubts of the Ordering Party as to the possibility of performing the object of the contract in accordance with the requirements specified by the Ordering Party, in particular if it will be 30% lower than the estimated value of the contract (including tax on goods and services) or the arithmetic average of the prices of all submitted offers, the Ordering Party may request clarification, including submission of evidence regarding the elements of the offer affecting the price, in particular as regards:      1. savings of the contract performance method, selected solutions, extremely favourable contract performance conditions available to the contractor, labour costs whose value used to determine the price may not be lower than the minimum remuneration for work or the minimum hourly rate, determined on the basis of the provisions of the Act of October 10, 2002 on minimum salary (Journal of of Laws of 2015, item 2008 and 2016, item 1265);      2. public aid granted on the basis of separate provisions   6. The obligation to demonstrate that the offer does not contain an abnormally low price lies with the Contractor. If the offer raises the Ordering Party's doubts about the abnormally low price, the Ordering Party may in particular call the Contractor for clarification. The Ordering Party will reject the offer of a potential contractor who has not submitted explanations within the time limit set or if the explanation assessment together with the evidence provided confirms that the offer contains an abnormally low price in relation to the subject of the contract.  1. **CONFIDENTIALITY CLAUSE**   Any information regarding the Contract contained herein which has not been disclosed to the public, as well as any legal, organizational, commercial, technological and technical information regarding the Ordering Party or the Contract, not disclosed to the public, which the participant of the proceedings will obtain in connection with participation in the Proceedings constitute the secret of the Ordering Party's business and may not be disclosed by participants of the proceedings or transferred to third parties without the consent of the Ordering Party. The information described above can only be used to prepare the offer and participate in the Proceedings.   1. **SUBCONTRACTING**     1. The contract may be carried out with the help of subcontractors.    2. A subcontractor should guarantee the proper execution of the Contract, in the part in which it was transferred to him for implementation.    3. In order to execute the Contract with the help of a subcontractor, the Contractor should draw up a list of subcontractors with an indication of the activities that he entrusts to them for implementation and forward it to the Ordering Party for approval.    4. A subcontractor may not proceed with the implementation of the Contract until it has received approval from the Ordering Party. 2. **DECLARATION OF THE ORDERING PARTY**   The Ordering Party declares that:   * 1. In order to avoid conflicts of interest, the Contract may not be awarded to entities affiliated in person or capital, unless it receives the consent of the MA of OP.  1. **AMENDMENT OF AGREEMENT**    1. The Ordering Party reserves the right to amend the Agreement.    2. The Agreement may be amended in the event of one or more of the following significant conditions referred to in item 11 (ix) of subchapter 6.5.2 of the Guidelines:       1. obvious typos,       2. change of contact details,       3. terms and/or payment deadlines, in particular in the event that it is necessary to take into account circumstances that could not have been foreseen at the time of conclusion of the Agreement, as well as in the event that due to the Ordering Party's interest a change in the terms and payment deadline will be necessary,       4. manner of performing the subject of the Contract, in particular when a change in the manner of the Contract will result from changes in applicable law or guidelines affecting the performance of the Contract, as well as due to the justified needs of the Ordering Party,       5. change the date of implementation of the subject of the Agreement, if, for organizational reasons, it will not be possible to implement it within the assumed deadline,       6. limiting the scope of the subject of the Agreement in the event of circumstances in which it will be unnecessary to perform a given part of the contract, together with the related reduction of remuneration. 2. **ADDITIONAL INFORMATION**   18.1 The Contractor whose offer is considered the most advantageous is obliged to contact the Ordering Party within 7 days of notifying him of the selection of his offer as the most advantageous in order to agree on all matters necessary to conclude the Agreement.   * 1. The Agreement should contain all the subject-relevant elements, in particular the subject of the contract, date and manner of order performance, price, contractual penalties, and guarantee provisions.   18.3 In the event of non-performance or improper performance of the Agreement by the Contractor, the Ordering Party may terminate thereof without notice immediately.  **19.TEMPLATES** 19.1. Annex No. 1 – **offer form** referred to in point [11.3.1] of the Request for proposal;Annex No. 2 – **Declaration on fulfilment of the conditions for participation in the proceedings** referred to in point [11.3.2] of the Request for proposal;Annex No. 3 – **Declaration on the absence of capital or personal relationships** referred to in point [11.3.3] of the Request for proposal;  * 1. Annex No. 4 **–** **draft agreement**   19.5 Annex No. 5 **– Specification** of the subject of the contract to be picked up at the Ordering Party's headquarters, in accordance with point [6.1.3] of the Request for proposal;  19.6 Annex 6 **–** **Confidentiality declaration** to the subject specification  of the Contract  19.7 Annex No. 7 **–** **Declaration of exclusivity** **–** in accordance with point [11.3.7] |