

*Contract is co-financed under Smart Growth Operational Programme 2014-2020
Project no POIR.01.01.01-00-0093/19 „A modern set of multi-purpose mechanized mining machines with computer – aided operation for the operator,
designed for drilling and supporting galleries of underground mining and tunnel construction”.*

REQUEST FOR QUOTATION


P3/2021/09/46

Contract award procedure conducted in
accordance with the principle of competitiveness

The Subject Matter of the Contract:

Delivery of aluminum sections for Modern multi-purpose mining machines.

Approved

Vice-Chairman of the Management Board

Andrzej Czajkowski

stamp and signature of the contracting entity (authorized person)

Wilków 10.11.2021



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I. NAME AND ADDRESS OF THE CONTRACTING ENTITY

1. The Contracting Entity is:

**Mine Master sp. z o.o.
Wilków, 59-500 Złotoryja
ul. Dworcowa 27**

**NIP: 6940007277
REGON: 390234796**

KRS: 0000114912

**Registered in: Sąd Rejonowy dla Wrocławia-Fabrycznej IX Wydział Gospodarczy.
Share capital: 27.194.925,93 PLN**

2. Correspondence address and contact with the Contracting Entity:

Mine Master sp. z o.o.

Address: **Wilków, 59-500 Złotoryja
ul. Dworcowa 27**

Tel: **+48 (76) 87 83 511**

Fax: **+48 (76) 87 84 101**

e-mail: **przetargi@minemaster.eu**

www: **www.minemaster.eu**

3. The procedure's number:

The procedure described in the document has the following number:

P3/2021/09/46

This number should be used by the Contractor in contacts with the Contracting Entity.
All materials concerning following procedure, submitted by the Contractors, are not refundable.

4. Contact person with Contractors:

- a. Andrzej Czajkowski tel. +48678778103, e-mail: aczajkowski@minemaster.eu
- b. Lesław Ostapów tel. +48768778111, e-mail: lostapow@minemaster.eu
- c. Marta Dobrzańska tel. +48678778170, e-mail: mdobrzanska@minemaster.eu
- d. Monika Hnat tel +48768778198 email: mhnat@minemaster.eu
- e. Pan Marcin Czerwiński tel. +48768778193, e-mail: mczerwinski@minemaster.eu
- f. Pani Renata Gallas tel. +48768778136, email: rgallas@minemaster.eu
- g. In technical issues: Łukasz Kogut tel.+48768778138 e-mail: lkogut@minemaster.eu

The contract is financed from Regional Development Fund under 1.1.1. Smart Growth Operational Programme 2014-2020, identification number: **POIR.01.01.01-00-0093/19 („A modern set of multi-purpose mechanized mining machines with computer – aided operation for the operator, designed for drilling and supporting galleries of underground mining and tunnel construction”)**.

II. CONTRACT AWARD PROCEDURE

1. In the procedure the competition rules established in the Guidelines on the eligibility of expenditure under European Regional Development Fund, European Social Fund and the Cohesion Fund for 2014-2020, approved on 19th July 2017 by the Ministry of Development (Partnership Agreement 2014-2020 MR/H 2014-2020/23(3)07/2017) apply.
2. The procedure is not subject to the Act of September 11, 2019. Public procurement law. The Request for quotation was made public in the Competitiveness base – European Funds and by posting on the following website: <http://www.minemaster.eu/pl/przetargi>.
3. The procedure is carried out pursuant to the internal Rules of awarding contracts in accordance with the principle of competitiveness in Mine Master sp. z o.o. in relation to the implementation of the project „ A modern set of multi-purpose mechanized mining machines with computer – aided operation for the operator, designed for drilling and supporting galleries of underground mining and tunnel construction” co-financed from the European Regional Development Fund under Measure 1.1.1 Smart Growth Operational Programme 2014-2020 observing the principles of competitiveness, openness, transparency and equal access (subject to classified information described in point 2 above).

III. SUBJECT MATTER OF THE CONTRACT:

1. A subject of the order is a delivery of 3 types of aluminum sections made of the material: EN AW 7020 T6 F28 to be used in multi-purpose mining machines designed for operation in underground mines and tunnel construction.
2. The subject of the order includes 2 items equipment dedicated for split-set bolt installation as specified below:
 2. The entire subject of the contract is to include standards in the following scope:
 - Chemical composition According to EN 573-3
 - Influences According to EN 755-2
 - Manufacturing tolerance According to EN 755-9
 - Surface roughness in accordance with EN 755-1
 3. The contracting authority requires documents confirming the performance of the subject of the contract in accordance with the above standards when delivering the subject of the order.
 4. The price of the subject of the contract may include the performance necessary to perform the subject of the contract.
 5. The contracting authority allows the possibility of making a prepayment to the contractor. However, the amount of the prepayment must be specified in the order offer. The

condition for obtaining a prepayment is the delivery of 3 originals of a unilaterally signed contract for delivery in accordance with the template in Annex 7 - Draft contract to the inquiry.

6. Purchaser accepts a possibility of quoting the product based on the LME factor (London Metal Exchange) – in this case the value of index will be taken for quote evaluation from the date of quote submission. For offer evaluation with LME index, Purchaser will use technical information included in the technical specification attached to the RFQ (profile length, quantity, weight per meter). In this case a dedicated calculation will be included in the purchase contract where total value of the contract will be equal to summary of the items from RFQ.
7. Delivery of the Goods have to be done on DDP base in accordance with INCOTERMS 2010.
8. The detailed description of the Subject Matter of the Contract is specified in the Attachment No 1 to Request for a tender – Technical specification.
9. The Contractor should consider the fact that the Subject Matter of the Contract is to be made in accordance with the obligatory requirements described in the "DELIVERY REQUIREMENTS" section set out in Annex 1 to the Inquiry - Technical Specification of the Order and have all the relevant documents, certificates and approvals.

IV. GROUNDS FOR EXCLUSION

1. Entities related to the beneficiary/Contracting Entity personally or equity linked are excluded from this procedure.
2. To confirm that the Contractor does not fall within the grounds of exclusion, it submits the Declaration of the absence of capital or personal links according to the Attachment No 3 to this Request. The Contractor submits the Declaration of the absence of capital or personal links with the offer in written form, signed by the person authorised.
3. The Contractors competing for a contract jointly (consortium) submit Declaration of the absence of capital or personal links separately for each member of consortium.
4. The Contracting Entity demand that the Declaration of the absence of capital or personal links is submitted also by the entity on whose capacities the Contracting Entity relies to demonstrate compliance with the procedure. The declarations of those entities, signed by persons authorized to represent them, the Contractor submits with the offer.
5. The Contract Entity demand that the Declaration of the absence of capital or personal links is submitted by subcontractors. The subcontractor submits the declaration to the Contracting Entity before any activity resulting from the contract is carried out by him. If the Contract Entity concludes that the subcontractor is affected by the grounds for exclusion, the Contractor is obliged to replace this subcontractor or resign from entrusting the performance of a part of the subcontractor's contract.

V. CONDITIONS FOR PARTICIPATION IN THE PROCEDURE AND EVALUATION

1. Only those Contractors who meet the following requirements for participation.

- a) competence or authorizations to conduct a specific professional activity where this ensues from separate provisions;

The Contracting Entity does not require any special conditions to be met in relation to this requirement.

- b) economic or financial standing

The condition of economic or financial standing is met if the Contractor proves that it holds a civil liability insurance arising from its professional activity and related to the Subject Matter of the Contract with an insurance cover sum not less than 300.000zł

- c) technical and professional ability

The Contracting Entity does not require any special conditions to be met in relation to this requirement.

2. Required documents and declarations.

To confirm that the Contractor meets requirements as above, the Contracting Entity requires:

1. To confirm the Contractor's economic or financial standing – documents confirming that the Contractor is insured against civil liability arising from its professional activity and related to the Subject Matter of the Contract with an insurance cover sum of not less 300.000zł
3. An evaluation whether the Contractor fulfilled the requirements above will be made in accordance with the meets - does not meet formula. The evaluation will be based on the documents submitted.
4. The documents must confirm without doubt that the Contractor meets the requirements mentioned above.
5. Failure to meet any of the requirements mentioned above may result in rejecting an offer (bid) and the Contractor being excluded from the procedure. Before rejection the Contractor is requested to supplement documents required.
6. The Contractor, to meet requirements, may rely on the other entities' technical or professional capacities or their economic or financial standings, regardless of the legal nature of the links which it has with them.
7. The Contractor who relies on the other entities' capacities or standings must prove that it will have at its disposal the resources necessary, by producing a commitment by those entities to that effect. The entity on whose resources the Contractor relies provides its commitment on the template constituting Attachment No. 8 Declaration that the capacities are made available. This declaration shall be signed by the entity making the resources available.
8. If the other entities' technical and professional capacity or economic or financial standing do not confirm that the Contractor met requirements, or the entity falls under the grounds of exclusion, the Contracting Entity demands that within the certain period the Contractor:
 - a. replaces an entity which does not meet a relevant requirement, or

- b. require that certain critical tasks be performed directly by the Contractor itself if it can demonstrate meeting the technical and professional capacities or financial or economic standing listed in the Request for quotation above.

VI. OFFER VALIDITY PERIOD

1. The Contractor is bound by an offer within **30 days**, from the expiry of the date for submitting offers.
2. The Contractor may, independently or at the contracting entity's request, extend the offer validity period, although the contracting entity may ask contractors to extend that period only once, at least 3 days before the expiration of the offer validity period, by a specific period, but not longer than 60 days.

VII. CONTRACT COMPLETION DATE AND PLACE

1. The Subject Matter of the Contract delivery date: up to 90 days from the date of signing the contract.
2. Delivery method: Delivery of the subject of the order at the cost and risk of the Supplier to the seat of the Ordering Party in accordance with the DDP conditions based on INCOTERMS 2010..

VIII. COMMUNICATION WITH CONTRACTORS AND SUBMITTING DOCUMENTS

1. Forms and method of communication:
 - a. declarations, requests, notification and information, the Contracting Entity and the Contractor provide in writing or electronically on the address indicated in point I.4 of Request of quotation,
 - b. if communication of declarations, requests, notification and information was not made in writing, either Party, at the request of the other, will immediately confirm receiving them,
 - c. whenever the Contracting Entity requires written form, it means that it must be preserved under the pain of nullity,
 - d. The Contractor is obliged to provide declarations, requests, notification and information in the manner which allows the Contracting Entity to acknowledge them i.e. on a working day between 8:00 a.m. to 2:00 p.m.,
 - e. The parties are obliged to inform each other about every change of address and other contract details, including e – mail address. Declarations, requests, notification and information communicated on last given address of the Contractor will be considered effectively submitted.
2. Providing information about the content of the Request for quotation, introducing any changes to the draft contract and its modifications:

- a. The Contractor may request the Contracting Entity in writing or by e-mail to clarify the content of the Request.

The Contracting Entity answers the question or provide a clarification without delay, provided the Contracting Entity receives a request to clarify the content of the Request for quotation at the latest by the end of the day marking half of the time limit set for the receipt of tenders. If a request to clarify the content of the terms of reference is delivered after the expiration of this time limit, the contracting entity may not answer such request.
- b. The contracting entity shall provide such clarifications without delay, though not later than 2 days before the expiration of the time limit for the receipt of offers.
- c. In justified cases the Contracting Entity may, at any time before the expiry of the time limit for the submission of offers, modify the contents of the Request of quotation. The Contracting Entity immediately sends modifications electronically to all the Contractors, who received content of the Request and publishes it on its website (without disclosing the source of request).
- d. If, due to changes in the Request for quotation, additional time to modify offers is required, the Contracting entity shall extend the time limit for the receipt of offers and notify the Contractors who obtained the Request for quotation.

IX. PREPARING OFFER

1. Each Contractor may submit only one offer. Submitting more than one offer in the procedure will result in rejecting all submitted by the Contractor.
2. The Contracting Entity neither allows the Contractor to act as a Subcontractor of another Contractor participating in the procedure, nor he agrees that the Contractor who participated in the procedure would be indicated as a Subcontractor by the Contractor being awarded with the contract.
3. The Offer is submitted on the Offer Template in Attachment No 3 to the Request with enclosures. It must be prepared strictly according to Request for quotation. The Contracting Entity does not require attaching the draft contract, settled technical specification and terms of guarantee. The Offer and other documents, for which the Contracting Entity specified templates, must be prepared accordingly.
4. The Contractors applying for a contract jointly (e.g. consortium) appoint a representative for the contract award procedure or for the procedure and for the conclusion of a public contract Power of attorney along with consortium agreement must be submitted with the tender, and fulfil the following conditions:
 - a. the power of attorney as well as the consortium agreement must be submitted with the offer,
 - b. the content of the power of attorney should specify the scope of the authorization,
 - c. the consortium's agreement should include a clause on joint and several liability of the consortium participants towards the Contracting Entity,
 - d. all correspondence will be carried out only with the representative.
5. The offer must be prepared in Polish or English according to Offer Template in the Attachment no 2 to the Request for quotation and submitted either:
 - in 1 copy in paper form as well as electronically – USB drive/CD as PDF or as PDF to email przetargi@minemaster.eu;
 - electronically only – USB drive/CD as PDF or as PDF to email przetargi@minemaster.eu.

All the amendments in the tender must be readable and initialled by person (persons) signing the contract – otherwise they will not be taken into consideration

6. The Contracting Entity does **NOT ALLOW** a possibility of submission of a partial bid.
7. The Contracting Entity does NOT ALLOW of submission of an equivalent bid.
8. The Ordering Party does not allow the possibility of submitting a variant offer.
9. The Contracting Entity does NOT ALLOW making a framework agreement.
10. The Contracting Entity **allows** a possibility of awarding supplementary orders.
11. The Contracting Entity allows Subcontractors to operate within the contract awarded.
12. The Offer and all the documents and declarations attached (including those made on templates) must be signed by the person/s authorised to represent in accordance with the form of representation of Contractor specified in the registration documents or other document, appropriate for the organizational form and incur liabilities in a sum corresponding to the offer's price. Signing is considered a handwritten signature or signature along with a stamp allowing identification of the signature.
13. It is required that all pages of the offer are numbered and permanently connected in a way that prevents them from being accidentally de-completed and their total number provided in Offer template.
14. If the Contractor fails to submit the required authorizations, declarations or documents confirming that the requirements for participation in the procedure are met, or submits documents containing errors - the Contractor may call for supplementing them within the definite period, unless the offer would be rejected otherwise, or the procedure is annulled.
15. **The offer with attachments should be placed in a non-transparent, closed envelope, addressed at: Mine Master Sp. z o.o. ; Wilków ul. Dworcowa 27; 59-500 Złotoryja and marked as follows: Request for quotation No. P3/2021/09/46 or sent on the e-mail address: przetargi@minemaster.eu or as an electronic offer posted on the portal: <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/>.**
16. The Contractor may change or withdraw his offer prior to the expiry of the time limit for submission of offers. Changes should be provided to the Contracting Entity in writing prior to the expiry of the time limit for submission of offers. Declaration of making changes should be packed as described in point 11, in a closed envelope with an additional indication: **CHANGE OF THE OFFER** or as an amended electronic offer on the portal: <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/>.
17. The Contractor may prior to the expiry of the time limit for submission of offers withdraw its offer by submitting statement packed as mentioned in point 11, in a closed envelope with an additional indication: **WITHDRAWAL OF THE TENDER NO P3/2021/09/46**.
18. The Contractor may reserve a business secret, within the meaning of the provisions on combating of unfair competition, if within the time limit for the submission of offers, made a reservation as to its non-disclosure and proved that the information constitutes a business secret.

X. SUBMITTING OFFERS:

1. Offers must be submitted until **23.11.2021 at godz 11:00** in Mine Master Sp. z o.o. Wilków, ul. Dworcowa 27, 59-500 Złotoryja or via e – mail przetargi@minemaster.eu until 23.11.2021 at 11:00 or as an electronic offer on the website <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/>.

2. The offers received by the Contracting Entity after the time limit for submission of tenders will be returned to the Contractors without opening them.
3. All offers received by the Ordering Party will be posted on the website <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/>.
4. The opening of offers is **public**.

XI. OFFER'S EVALUATION CRITERIA

1. The Contracting Entity foresees the evaluation of the offer independently applying the following evaluation criteria:

Criterion	Criterion weight
1.Price (C)	40%
2 Technical parameters	30%
3 Delivery time (D)	30%

$$\text{Price (C)} = \frac{\text{lowest price}}{\text{price of the offer in question}} \times 40 \text{ points}$$

The contracting entity allows placing offers in the following currencies:

- Polish zloty (PLN)
- Euro (EUR)
- American dollars (USD)

If prices in the offer are provided in foreign currencies, then the Contracting Entity shall convert them into the Polish zloty (PLN) at the average exchange rate of Narodowy Bank Polski [National Bank of Poland] as of the date of placing the offers.

$$\text{Delivery time} = \frac{\text{shortest delivery time (how many days)}}{\text{delivery time in the offer in question (days)}} \times 30 \text{ points}$$

Technical parameters (P)= X x 30 points

X=1 if all parameters stated in the technical specification are met

X=0 if one or more parameters stated in the technical specification are not met

XII. DEPOSITS AND PERFORMANCE BONDS

1. The Contracting Entity does not require tender/offer security deposit.
2. The Contracting Entity does not require performance bond.

XIII. GENERAL TERMS AND CONDITIONS

1. The Contracting Entity requires that the Contractor to get acquainted with the contract in the Attachment no 6 to Request for quotation
2. The Contracting Entity requires that the Contractor which offer will be evaluated as most advantageous, concludes the contract according to the Draft Contract specified in the Attachment no 6 to Request for quotation.
3. **At the stage of submitting offers, the Contractor may submit his comments and suggestions to the Draft contract in accordance with the procedure laid down in point VIII subsection 2 above. After the deadline for submitting offers, it is not possible to change the draft contract to a significant extent.**
4. Changes, resulting from the answers given by the Contracting Entity and having an impact on the content of Draft Contract, are binding to the Contractors.

XIV. AWARD OF THE CONTRACT:

1. The Contracting Entity awards the contract to the Contractor(s) whose offer meet all the requirements and is selected as the most advantageous based on the criteria listed in section XI.
2. The Ordering Party shall provide the Contractor, whose offer will be considered the most advantageous, detailed working drawings of the subject of the order, before signing the contract for the supply.
3. If the Contractor whose offer is selected will evade the conclusion of the contract, the Contracting Authority may choose the next offer from among the remaining offers without conducting their re-evaluation.

XV. FINAL INFORMATION:

1. The offer submitted is rejected if:
 - a. it is not compliant with the Civil Code or the Commercial Companies Code or other generally applicable laws providing principles of representation of business entities,
 - b. is submitted in breach of the Request for quotations or requirements to participate in the procedure;
 - c. the content of the offer does not correspond to the content of the Request for quotation,
 - d. submitting the offer is an act of unfair competition within the meaning of provisions on combating unfair competition,
 - e. an offer was submitted by the Contractor excluded from the procedure,
 - f. is not valid under separate provisions,
2. The procedure may be changed or cancelled by the Contracting Entity if the co-financing guidelines would change.
3. The procedure may be closed or revoked by the Contracting Entity if material change, that could not be foreseen, occurs.
4. The Contracting Entity is allowed to conclude the contract with more than one Contractor.

5. Documents and information included in the Request for quotation may be used only in accordance with their intention. Information in each section is confidential and cannot be used to other purposes.
6. The Contractors are obliged to read the Request for quotation and its specific requirements carefully, considering questions asked by the Contractors and answers of the Contracting Entity.
7. The Contractors bear all the costs associated with preparing and submitting the tender, irrespective of its outcome. The Contracting Entity is not responsible for the costs incurred by Contractors in connection with the preparation and submission of the offer and does not provide for reimbursement of the costs of participation in the proceedings. The Contractors undertake not to raise any claims in this respect against the Contracting Entity.
8. The Contractors are not allowed to raise claims if their offer is rejected.
9. The Contractors excluded or rejected from the procedure would be informed about this fact after the procedure is resolved.
10. Any arrangements made prior to the conclusion of the contract do not give any legal basis for making financial claims against the Contracting Entity.
11. The Contractors acknowledge information clause related to 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)(Dz. Urz. UE L 119 z 04.05.2016, str. 1) („GDPR”) in the Attachment No 5 to the Request. The Contractor who applies for the contract is obliged to meet all formal and legal obligations connected with applying for the contract, also resulting from the GDPR, in the information obligation provided for in Art. 13 RODO concerning natural persons and their personal data to and from which the Contractor obtained data directly.

XVI. LIST OF ATTACHEMENTS

Attachment No	1	-	Technical specification.
Attachment No	2	-	Offer template
Attachment No	3	-	Declaration of the absence of capital or personal links
Attachment No	4	-	Procedure Eligibility Declaration
Attachment No	5	-	Information clause (GDPR)
Attachment No	6	-	Draft contract
Attachment No	7	-	Declaration that the capacities are made available

I. Attachment no.1 - Technical specification for the order**1. Subject of the order****Title:**

Delivery of aluminum sections for Modern multi-purpose mining machines.
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Description:

A subject of the order is a delivery of 3 types of aluminum sections made of the material: EN AW 7020 T6 F28 to be used in multi-purpose mining machines designed for operation in underground mines and tunnel construction. Cross-sections of the aluminum sections are illustrated in drawings and their parameters are included in tables, and more – it refers to the entire subject of the order – workmanship tolerances and surface roughness must comply with the standard EN 755-9.

2. Reference No. of the case

P3/2021/09/46

3. CPV code

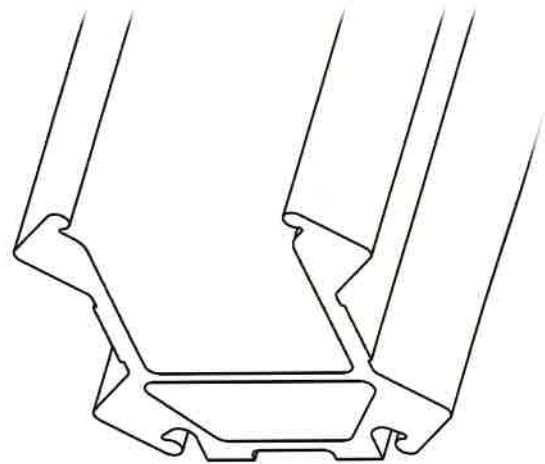
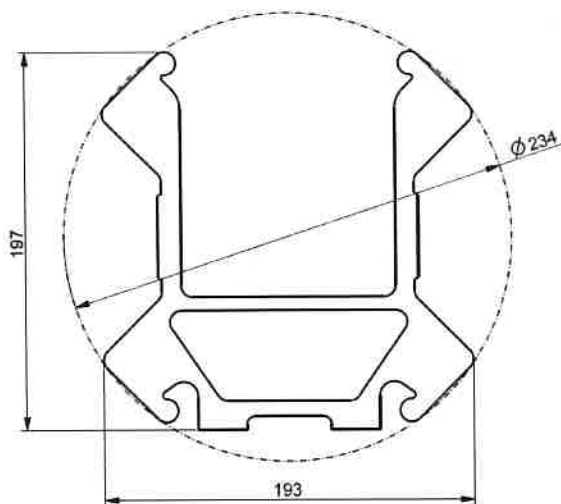
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4. Requirements

<input type="checkbox"/> Public available	Available after signing the NDA
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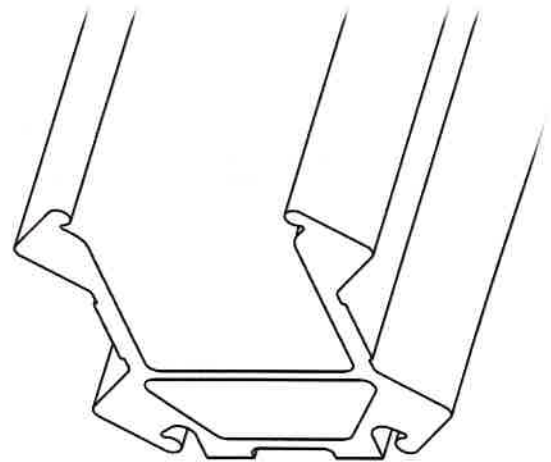
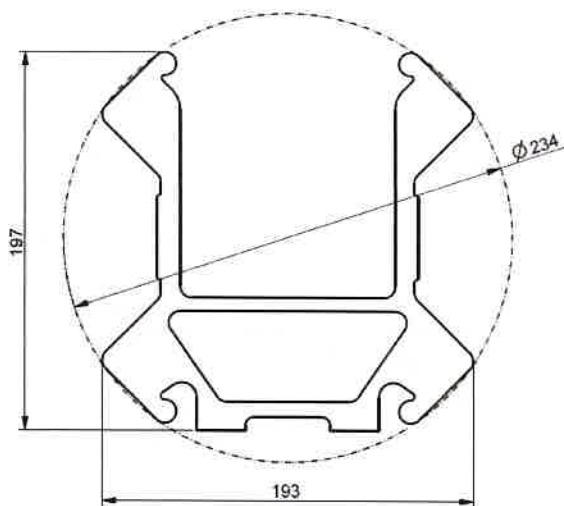
Subject of the order A - Upper long section**Technical conditions of manufacture and acceptance**

Material	EN AW 7020 T6 F28
Chemical composition	Acc.to EN 755-3
Mechanical properties	Acc.to EN 755-2
General tolerances	Acc.to EN 755-9
Surface quality	Acc.to EN 755-1
Surface coat	none
Height	197 mm
Width	193 mm
Circumscribed circle	Ø234 mm
Section length	6650mm +/-10mm
Cross-section area	10 218,5 mm ²
Section mass	about 28.41 kg/m
Quantity	11 pcs



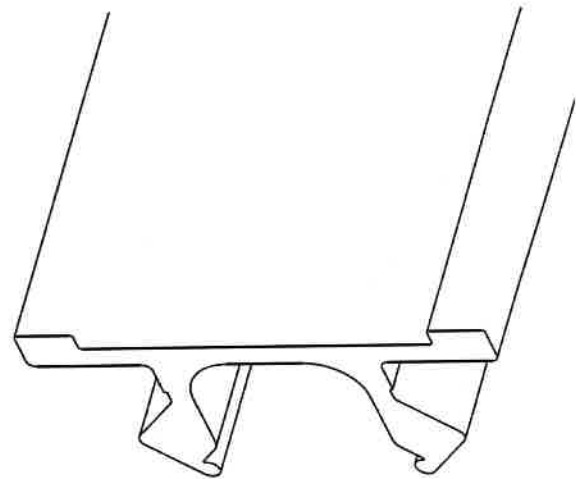
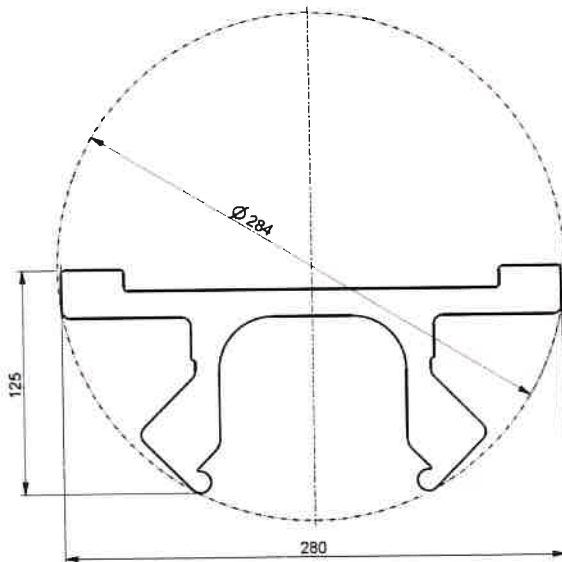
Subject of the order B - Upper short section**Technical conditions of manufacture and acceptance**

Material	EN AW 7020 T6 F28
Chemical composition	Acc.to EN 755-3
Mechanical properties	Acc.to EN 755-2
General tolerances	Acc.to EN 755-9
Surface quality	Acc.to EN 755-1
Surface coat	none
Height	197 mm
Width	193 mm
Circumscribed circle	Ø234 mm
Section length	3800 mm+/-10mm
Cross-section area	10 218.5 mm ²
Section mass	about 28,41 kg/m
Quantity	20 pcs



Subject of the order C - Lower section**Technical conditions of manufacture and acceptance**

Material	EN AW 7020 T6 F28
Chemical composition	Acc.to EN 755-3
Mechanical properties	Acc.to EN 755-2
General tolerances	Acc.to EN 755-9
Surface quality	Acc.to EN 755-1
Surface coat	none
Height	125 mm
Width	280 mm
Circumscribed circle	Ø284 mm
Section length	3800mm+/-10mm
Cross section area	9 965.2 mm ²
Section mass (for density 2.7g/cm³)	about 27,7 kg/m
Quantity	20 pcs



II. Evaluation criteria

	Criterion	Criterion weight
1	Price (C)	40%
2	Delivery time	30%
3	Technical parameters	30%

$$\text{Price (C)} = \frac{\text{lowest price}}{\text{price of the offer in question}} \times 40 \text{ points}$$

$$\text{Delivery time} = \frac{\text{shortest delivery time (how many days)}}{\text{delivery time in the offer in question (days)}} \times 30 \text{ points}$$

$$\text{Technical parameters (P)} = X \times 30 \text{ points}$$

X=1 if all parameters stated in the technical specification are met

X=0 if one or more parameters stated in the technical specification are not met

The contracting entity allows placing offers in the following currencies:

- Polish zloty (PLN)
- Euro (EUR)
- American dollars (USD)

If prices in the offer are provided in foreign currencies, then the Contracting Entity shall convert them into the Polish zloty (PLN) at the average exchange rate of Narodowy Bank Polski [National Bank of Poland] as of the date of placing the offers.

III. DELIVERY REQUIREMENTS

1. The Ordering Party reserves the right to provide Executive Drawings with detailed dimensioning and sections to the Contractor, who will present the best offer according to criterion, before signing a supply contract.
2. Delivery date of the subject of the contract: Up to a maximum of 90 business days from the date of signing the Contract for delivery.
3. To the registered office of the Ordering Party at the Supplier's expense - in accordance with the DDP conditions based on INCOTERMS 2010. Due to the epidemiological situation, deliveries will be accepted between 6:00 am and 2:00 pm. Please take this into account when planning the delivery.
4. Upon delivery of the subject of the contract, the contracting authority requires documents confirming the performance of the subject of the contract in accordance with the above standards specified in the technical specification of the contract..

Attachment No 2 Offer template to the Request for quotation No P3/2021/09/46

Contractor's stamp

..... r.

The Contracting Entity:

Mine Master Sp. z o.o.

Wilków, ul. Dworcowa 27, 59-500 Złotoryja

NIP: 6940007277; REGON: 390234796;

KRS: 0000114912

The offer template

Acting on behalf of the Contractor

.....
(Registered name of the Contractor)

.....
(Registered address of the Contractor)

.....
(National Court Register number, if applicable)

.....
(telephone number, e-mail)

In response to the Request for Quotation concerning **Delivery of aluminum sections for Modern multi-purpose mining machines** carried out pursuant to the Measure 1.1.1. Smart Growth Operational Programme 2014-2020, I hereby submit the following offer (fields highlighted in red are obligatory to be completed):

I declare that the offer meets all the requirements of the Subject of the Contract specified in the Request to quotation and relates to:

1. I offer the following price for the delivery of the subject of order:

Name of the delivery item	The offered NET price per pcs	Quantity	The net value
1	2	3	3
A – Upper long section		11 pcs	

B – Upper short section		20 pcs.	
C- Lower section		20 pcs	
Proportional die costs A/B		1 pcs	
Proportional die costs C		1 pcs	

**OFFERED NET PRICE for a complete set of Subject of the order A,B,C
and die costs A/B, C:**

Currency [EUR/ USD/ PLN]

**Subject of the offer covered by customs duties
YES/NO**

Customs tariff code

**VAT
YES/NO**

% VAT
Indicate if applicable

GROSS amount [including VAT and custom duties]

2. The contracting entity allows placing offers in the following currencies:

- Polish zloty (PLN)
- Euro (EUR)
- American dollars (USD)

If prices in the offer are provided in foreign currencies, then the Contracting Entity shall convert them into the Polish zloty (PLN) at the average exchange rate of Narodowy Bank Polski [National Bank of Poland] as of the date of placing the offers.

3. Purchaser accepts a possibility of quoting the product based on the LME factor (London Metal Exchange) – in this case the value of index will be taken for quote evaluation from the date of quote submission. For offer evaluation with LME index, Purchaser will use technical information included in the technical specification attached to the RFQ (profile length, quantity, weight per meter).
4. The Ordering Party allows for the possibility to attach to the order form the calculation of the cost of the order according to of the contractor's template, then only the fields highlighted in red should be completed in point 1. The attached calculation is to clearly show the offered net profile price per kg + LME index per kg in the offered product.
5. Delivery of the Goods have to be done on DDP base in accordance with INCOTERMS 2010:

Subject of the offer	Delivery Term (in business days)
A set of aluminum profiles A,B,C	

6. I declare that in the case of selecting the offer, the Ordering Party is expected to make a prepayment in the amount of payable within days after signing the contract for the supply for the performance of this contract:
7. The offered **Subject of the offer** meets all the requirements specified in the technical specification. presented in Appendix 1 to the Inquiry: Technical specification of the order or the following equivalent.

YES / NO, derogations

.....

.....

And I declare as follows

8. I declare that I acknowledge the Request for quotation and I accept its conditions and do not raise objections. I undertake to perform the Subject Matter of the Contract in accordance with these conditions.

9. If my offer is selected, I would conclude an agreement provided by the Contracting Entity in the place and time proposed by the Contracting Entity.
10. I declare that I feel bound by this offer within 30 days form the expiry of the date for submitting offers.
11. I declare that the would be carried out with the following sub-contractors / I declare that no subcontractors would be involved in the Contract operation

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

(please provide names (companies) and addresses of subcontractors if they are already known)

12. According to the Request for quotation I attach the following documents:
- a) Technical Specification of the offered subjects of order
 - b) Cost calculation of the subject of the contract;
 - c) Lack of grounds for exclusion and Procedure Eligibility Declarations (Attachment No. 3);
 - d) Procedure Eligibility Declaration (Attachment No. 4)
 - e) The recent excerpt from the National Court Register or the power of attorney or its authenticated copy made by the Contractor to the person authorized to act on its behalf if its power of attorney cannot be deducted otherwise.*
 - f) Attachment no. 5 GDPRs' information clause
 - g) The Documents confirming a civil liability insurance arising from its professional activity and related to the Subject Matter of the Contract with an insurance cover sum not less than 300.000zł
 - h) The offer includes Sequentially numbered pages from the page to the page

.....
(date and place)

.....
Stamp and signature of the Contractor

* Delete where applicable

Attachment no. 3 Declaration of the absence of capital or personal links **P3/2021/09/46**

.....
(place)

.....
(date)

.....
.....
.....
.....
(name and the address)

Declaration of the absence of capital or personal links

I declare that, is not linked capitally or personally with the Contracting Entity, e.g. company Mine Master Sp. z o.o. in Wilków.

The above means that there are no mutual affiliations between the Contracting Entity and the Contractor or persons authorised to make commitments on the Contracting Entity behalf or persons acting on the Contracting Entity behalf within preparation of and the contract award procedure itself, consisting in particular in:

- a) Participation as a partner in civil-law partnership or partnership;
- b) Possession of at least 10% of shares or stocks;
- c) Being a member of the supervisory or management body, proxy or attorney;
- d) Being a spouse, relative by blood or affinity in direct line or relatives by blood or affinity in the collateral line up to the second degree, or relatives by adoption, guardianship or curatorship.

.....
(stamp and signature)

Attachment no. 4 to the Request for quotation No. **P3/2021/09/46**

PROCEDURE ELIGIBILITY DECLARATION

Acting on behalf of (name of the Contractor),
I/We declare that I/We are aware of the requirements included in the Request for quotation for the **Delivery of aluminum sections for Modern multi-purpose mining machines** and:

- I/We accept its requirements without any reservations,
- the offered subject of the contract meets the requirements described in the technical specification.
- I/We have competence or authorization to conduct a specific professional activity, if demanded,
- I am/We are in economic or financial standing allowing to operate the order timely and in accordance with the requirements,
- I/We have necessary knowledge, experience and technical potential and the persons capable of performing the contract,
- I am not subject to exclusion form the proceeding (lack of personal and capital links with the Contracting Entity listed in section IV of the Request for quotation).

.....
Signature of person which have legal
authorisation

Attachment no. 5 GDPRs' information clause to Request for quotation no. **P3/2021/09/46**

Information to be provided where personal data are collected from the data subject based on Art. 13 GDPR.

According to the General Data Protection Regulation 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) (Dz. Urz. UE L 119 z 04.05.2016, str. 1), hereinafter „GDPR”, I inform that:

- Your personal data is managed by the Mine Master sp. z o.o. with registered office in Wilków, 59-500 Złotoryja, ul. Dworcowa 27, e-mail: info@minemaster.eu;
- Ms Martyna Michalska is managing personal data in Mine Master sp. z o.o. contact: e-mail mmichalska@minemaster.eu, telephone: +48 67 8778 133;
- Your personal data is processed on the basis of Art. 6 par. point c GDPR in relation to the Request for quotation for the **Delivery of aluminum sections for Modern multi-purpose mining machines**, No. **P3/2021/09/46**.
- Persons or entities to whom the documents concerning this procedure will be made available according to the Request for quotation and the rule of competitiveness would be personal data recipients;
- Your data will be stored for 4 years from the date of completion of contract award procedure, and if the duration of the contract exceeds 4 years, the storage period covers the entire duration of the contract;
- The obligation to provide the personal data collected from the data subject is a requirement set out in relation to the rule of competitiveness related to participation in the proceedings;
- Your personal data will not be processed automatically according to Art. 22 GDPR;
- You have right to:
 - obtain access to your personal data; on the basis of art. 15 GDPR
 - correct the personal data on the basis of art. 16 GDPR **;
 - require restriction of processing regarding Your personal data on the basis of art. 18 GDPR with reservations from art. 18 par. 2 GDPR ***;
 - the right to file a complaint to the President of the Office for Personal Data Protection, if You decide that the processing of Your personal data violates the provisions of the GDPR;
- You do not have right to:
 - remove Your personal data according to Art. 17 par. 3 lit. b, d or e GDPR;
 - relocate Your personal data mentioned in Art. 20 GDPR;
 - to object against processing Your data according to art. 21 GDPR, because legal basis for processing exists in Art. 6 par. 1 lit. c GDPR.

.....
stamp and signature

Attachment no 6 Contract template to the Request for quotation no P3/2021/09/46

SUPPLY CONTRACT

no

concluded in Wilków, between:

Mine Master sp. z o.o. with its registered office in Wilków, 59-500, ul. Dworcowa 27, commune Złotoryja entered into the register of entrepreneurs conducted by the District Court in Wrocław - Fabryczna in Wrocław, IX Commercial Division of the National Court Register Number (KRS) 0000114912, share capital of: PLN 27 197 925,93 PLN, NIP (tax identification number): 6940007277,

Represented by:

.....
.....

hereinafter “the Contracting Entity”

and

(in case of an entrepreneur registered in the National Court Register)

(company's name)..... with its registered office in , postal code , entered into the register of entrepreneurs conducted by the District Court in Division of the National Court Register Number , NIP , entrepreneur registration number (KRS)..... , share capital (applies to a limited liability company), (share capital..... paid up to..... (applies to joint-stock company)

(in case of entrepreneur registered in the Central Register and Information on Economic Activity)

(Name and Surname) No PESEL..... , entrepreneur operating under a business name , with its registered office in , registered in the Central Register and Information on Economic Activity (CEIDG), NIP , entrepreneur registration number

(in case of civil-law partnerships)

(Name and Surname), No PESEL....., entrepreneur operating under a business name, with registered office in
....., registered in Central Register and Information on Economic Activity (CEIDG), NIP
....., entrepreneur registration number

and

(Name and Surname), No PESEL....., entrepreneur operating under a business name, with registered office in
....., registered in Central Register and Information on Economic Activity (CEIDG), NIP
....., company registration number

- i.e. partners of civil-law partnership with partnership name....., with head office in
....., NIP..... entrepreneur registration number

Represented by :

a) -

b) -

hereinafter “the Contractor”

jointly referred to in this Contract as “**the Parties**”.

This contract is concluded as the Contracting Entity selected the Contractor’s offer in the contract award procedure conducted according to the principle of competitiveness established in the Guidelines on the eligibility of expenditure under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for 2014-2020, approved on 21th December 2020 by the Ministry of Development (Partnership Agreement 2014-2020 MR/H 2014-2020/23(3)07/2017).

§ 1.

1. The Contractor obliges to deliver as follows to the Contracting Entity pursuant to the Request for Quotation, including in particular the Technical Specification of the order, and pursuant to the offer of the Contractor submitted as response to the Request for Quotation P3/2021/09/46.

2. The Contracting Entity obliges to pay the price as specified below for the benefit of the Contractor for the subject of delivery:

**OFFERED NET PRICE for a complete set of Subject of the order A,B,C
and die costs A/B, C:**

Currency [EUR/ USD/ PLN]

Subject of the offer covered by customs duties
YES/NO

Customs tariff code

VAT
YES/NO

% VAT
Indicate if applicable

GROSS amount [including VAT and custom duties]

3. Request for quotation, the Technical Specification and Contractor's offer are attached to the Contract.
4. The Contractor is obliged to deliver the Subject(s) with the utmost care and to possess required approvals and certificates. All other obligations required by law or by the Contracting Entity in order to use the Subject(s) must be met.
5. The Contractor declares that the Subject(s), specified in § 1 point 2 above is/are its sole property, is/are not encumbered with third party('s) rights and is free from any other physical or legal defects.
6. The Contractor declares that is insured against civil liability for an amount of, insurance policy No.and that valid insurance policy will be maintained within the contract period.

§ 2.

1. The supply of the subject of order shall be completed in the following date:
within the term ofdays since signing this contract

2. The Contractor will notify the Contracting Entity that the Subject is ready to be delivered 3 days before the planned delivery date on an e-mail address: przetargi@minemaster.eu.
3. The place of the delivery is the registered office of the Contracting Entity in Wilków, 59-500, ul. Dworcowa 27, Złotoryja.
4. The Contractor is obliged to deliver the Subject complete and ready to use.
5. The Contracting Entity acquires ownership of the Subject(s) after its acceptance.

§ 3.

1. The Subject(s) is accepted by the Contracting Entity on the date of delivery.
2. Acceptance on the date of delivery (acceptance in quantitative terms) would involve verifying if the Subject(s) is/are free from substantial defects, in particular, if requirements provided in the Request for quotation are met and if the delivery is made to the full extent.
3. If defects of the Subject(s) occur or the delivery is not made in full, and that would be confirmed in a protocol, the Contractor, regardless of claims arising from the guarantee, is obliged to deliver the Subject(s) free from defects and/or complete, according to the Contractor's offer, not later than within 14 days (unless the Parties establish other time limit), without incurring any additional costs by the Contracting Entity.
4. The Parties would sign a protocol of acceptance containing in particular:
 - a) detailed description of the Subject(s);
 - b) description of defects occurred or the statement that no defects occurred.
5. The Contracting Entity can refuse acceptance of the Subject if defects occurred make the Subject unable to work as intended (substantial defects), if the delivery is not made to the full extent or the delivery is not made on time.
6. Acceptance made according to this agreement does not deprive the Contracting Entity of claims resulting from a statutory warranty or guarantee.
7. The Contractor guarantees and bears responsibility that delivered devices have valid approvals in order to be used as intended.
8. Defects or shortcomings reported by the Contracting Entity during acceptance or guarantee period would be eliminated by the Contractor immediately, not later than 14 days from the date of reporting them by the Contracting Entity (service response time), unless the Parties establish other technically justified time limit in writing. The Contractor is not allowed to refuse removing the defects due to the related costs.

§ 4.

1. The payment for the Subject Matter of the Contract is single (in total), paid after acceptance of the Subject Matter of the Contract confirmed in the acceptance protocol signed without any reservations, based on the correctly issued VAT invoice.
2. The payment will be made within 30 days from the date when the correctly issued VAT invoice with a signed copy of the final acceptance protocol is delivered.
3. 3. The Ordering Party allows the possibility of prepayment in the amount ofpayable within working days after signing the contract for the supply and delivering it 3 pieces of originals to the Ordering Party, for the performance of this contract - in a situation where the Contractor specified the amount of the prepayment in the offer.
4. The gross price offered by the Contractor includes all costs that the Contractor must incur in order to perform the subject of the contract, in particular: due taxes, customs and shipping fees, transport costs to the place of delivery, costs of release of the goods, costs of any technical inspections during the quality guarantee period, costs of obtaining documents required by this contract. The price cannot be changed.
5. Purchaser accepts a possibility of quoting the product based on the LME factor (London Metal Exchange) – in this case the value of index will be taken for quote evaluation from the date of quote submission. For offer evaluation with LME index, Purchaser will use technical information included in the technical specification attached to the RFQ (profile length, quantity, weight per meter). In this case a dedicated calculation will be included in the purchase contract where total value of the contract will be equal to summary of the items from RFQ.
6. All payments to the Contractor for the performance of the contract will be made by bank transfer to the Contractor's bank account provided in the VAT invoice.
7. The date of payment would be the date of debiting the account of the Contracting Entity with the payment amount.

§ 5.

1. The Parties establish liability for non-performance or improper performance of the Contract as contractual penalties.
2. The Contractor pays to the Contracting Entity contractual penalties:
 - a) for delay in execution of the Subject Matter of the Contract (delayed delivery): in the amount of 0.5% of the gross value of the order for each day of delay,

- b) for delay in delivery of the Subject Matter of the Delivery technical documentation to the Contracting Entity in the amount of 0.5% of the gross value of the order for each day of delay
 - c) for withdrawing from the contract for reasons attributable to the Contractor - 35% of the gross value of the contract.
3. The Contracting Entity may claim damages in excess of contractual penalties on general terms.
 4. The Contracting Entity is entitled to deduct the contractual penalties from the Contractor's invoice without a prior call.
 5. The Contracting Entity is entitled to terminate the Contract immediately for the Contractor's fault upon two improper executions of the Contract resulting in imposing contractual penalties.

§ 6.

1. The Contracting Entity may withdraw from the Agreement for reasons attributable to the Contractor, in particular when:
 - a) the liquidation of the Contractor's activities is opened,
 - b) the Contractor will not deliver the goods or deliver the goods with a delay exceeding 21 calendar days,
 - c) the Contractor delays in removing of quantity shortcomings or defects reported by the Contracting Entity during the acceptance.
2. The right of withdrawal referred to in point 1 above, the Contracting Entity may perform within 30 days from becoming aware of the circumstances referred to in point 1.

§ 7.

1. The Parties allow the possibility of changing the contract during its execution if:
 - a) The official VAT rate changes by introducing a new VAT rate for the Subject Matter of the Contract concerned, which will affect and change the gross price;
 - b) the necessity of delivering the Subject Matter of the Contract other than declared in the offer (without changing the price), available at the time of submitting the offer in the proceeding by the Contractor, caused by the end of production of the declared Subject Matter of the Contract or its withdrawal from production or trade on the territory of the Republic of Poland, having parameters not worse than proposed by the Contractor in the offer submitted in the proceeding,

- c) if the applicable law changes and that would affect the date, manner or scope of the Subject Matter of the contract.
 - d) when the change is in the Contracting Entities' interest.
2. In case of occurrence of an essential change to the circumstances causing that the execution of the Contract is not in the public interest which situation could not be foreseen in a moment when the Contract was made, then the Contracting Entity may withdraw from the Contract within 30 days upon being aware of the above situation. In such a case, the Contractor may demand only a payment due to him by way of execution of a part of the Contract.

§ 8.

- 1. This Agreement is based on Polish law.
- 2. In matters not covered by this contract, the provisions of the Civil Code and other generally applicable provisions of Polish law are applicable to relations set out in this contract.
- 3. Any disputes that may arise from the performance of this contract will be settled amicably, and ultimately will be resolved by the court competent for the seat of the Contracting Entity.
- 4. This contract is prepared in 3 copies, 2 (two) copies for the Contracting Entity, 1 (one) for the Contractor.
- 5. Integral parts of the Contract are:
 - a) attachment no. 1 – Request for quotation and Contractor's offer
 - b) attachment no. 2 – Guarantee.

.....
the Contracting Entity

.....
the Contractor

Attachment No 7 Declaration of providing resources to the Request for quotation no
P3/2021/09/46

.....

Name and address of the entity
providing the resources

In the proceedings for the award Contract award procedure conducted in accordance with the principle of competitiveness for the **Delivery of aluminum sections for Modern multi-purpose mining machines** No P3/2021/09/46, I guarantee to make available to the Contractor

.....
the following resources necessary for the implementation of the subject of the contract:

.....

Fromto

Date:.....

.....

Signature of the person authorised to
represent the entity providing the resources

