*Terms of Reference*

**REQUEST FOR PROPOSAL NO. 01/07/2025**

**TERMS OF REFERENCE**

**The contract is planned under**

**the Research and Implementation Fund 3.0**

**Priority 1.1 Strengthening research and innovation potential**

European Funds for Kujawy and Pomerania 2021-2027

Module I – Research and Implementation Fund

Call for proposals 1

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| **ABOUT THE ANNOUNCEMENT** |
| **Contract title:** | **Call for proposals for the purchase, delivery, and installation of a blown film line** |
| **Place and method of submitting tenders:** | 1. Tenders with attachments may be submitted:
2. **by email to the address provided below. Each document should be digitally signed by the Tenderer through a duly aithorised representative and using an electronic signature, understood as a qualified signature or a trusted profile,**
3. **directly to the Contracting Entity's registered office by traditional mail/courier or in person in a sealed envelope marked “Request for proposal No. 01/07/2025.”**
4. The date and time of receipt of the tender by the Contracting Entity via email to the address provided below or at the Contracting Entity's registered office shall matter.
5. **Any questions regarding the contract should be submitted by email.**
6. Tenders submitted after the deadline will not be considered.
7. **Deadline for submission of tenders: 2025-07-09 until 11:59 p.m.**
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| **Contracting Entity details****(registered office address):** | Name: **EKOCHEM Spółka z ograniczoną odpowiedzialnością**Address: ul. Akacjowa 1, 87-123 Obrowo.Tax ID No. (NIP): 8792666918National Business Registry No. (REGON): 341229490KRS No.: 0001010663 |
| **Email address for submitting tenders and asking questions:** | fbiw@wwekochem.com |
| **Contact person for the announcement:** | Łukasz Wróblewski |
| **Phone number of the contact person for the announcement:** | +48505954100 |
| **Email address of the contact person for the announcement:** | l.wroblewski@wwekochem.com |
| **Announcement category:** | Delivery |
| **Place of contract perfromance:** | ul. Akacjowa 1, 87-123 Głogowo, gm. Oborowo |

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| **DESCRIPTION OF THE SUBJECT MATTER OF THE CONTRACT** |
| **Purpose of the contract**  | 1. The purpose of the procedure is to select a Supplier who will deliver and install a brand new blown film line. The blown film line (extruder) will be used for research on optimizing the composition of UV stabilizer concentrates in the polymer matrix.
2. This procurement procedure is conducted in accordance with the rules set out in the Grant Agreement for the implementation of the project titled “Development of a range of innovative UV stabilizer concentrates for plastics with the addition of recycled material” concluded between Kujawsko-Pomorski Fundusz Pożyczkowy Sp. z o.o. and the Contracting Entity.
3. In matters not covered by this Request for Proposal, the provisions of Polish law, in particular the Civil Code, shall apply.
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| **Subject matter of the contract** | **Device name: Blown film line (extruder).****Required technical parameters:**1. **Technical specifications of individual line components:**
	1. Extruder:
* Application: PE, LDPE, LLDPE
* Feed: gravity hopper
* Screw diameter: 15-30 mm
* Capacity: 3-8 kg/h
* L/D 28-32
* Number of heating zones: Min. 3 on the cylinder + zones on the head
* Screw rotation speed 0-90 rpm or more
* Main extruder drive-1-4 kW
* Heating power: 2–8 kW
* Power supply: 3-phase, 380 V AC
	1. Die head:
* Head diameter: 20-35 mm
* Film width after flattening: Up to 250 mm
	1. Receiving unit:
* Tower: Height min. 2 m, stable structure
* Film quality monitoring - Inspection lighting

**Additional requirements:**1. The device must be brand new, unused, manufactured no earlier than in the year of the tender announcement.
2. Warranty: minimum 24 months from the date of delivery/commissioning.
3. The device must be complete and ready for operation – including all necessary components, cabling, cooling, etc.
4. Work safety: the device must comply with applicable safety standards (e.g., CE).
5. The device must include the user manual and technical documentation.

**In order to confirm that the machine offered by the Tenderer meets all the technical and functional parameters required by the Contracting Entity, the Tenderer is obliged to submit documents confirming compliance with the above parameters, e.g. technical specifications, specification sheet, technical acceptance report for the machine, indicating in the documents the parameters corresponding to the minimum technical parameters included in the request for proposal.** |
| **Common Procurement Vocabulary (CPV)**  | 42994000-0 - Machinery for working rubber or plastics42994200-2 - Machinery for plastics processing 42990000-2 - Miscellaneous special-purpose machinery |
| **Contract performance schedule** | The contract performance schedule:The maximum deadline for the performance of the contract is 150 days from the date of signing the contract with the Economic Operator, but no later than October 31, 2025. The deadline for completion of the contract is October 31, 2025, and by that date all delivery and acceptance reports must be signed without reservations and VAT invoices must be issued by the supplier. If the last day of the contract falls on a non-working day, the delivery date will be postponed to the next working day.The date of completion of the subject matter of the contract shall be confirmed by the signing of the delivery and acceptance report by both parties.Planned date of contract signing (year, month): July 2025. |
| **Appendixes to the Request for Proposal** | Appendix 1 – Tender FormAppendix 2 – Statement of no personal/capital ties with the Contracting EntityAppendix 3 – Statement of no grounds for exclusion in connection with Russia's aggression against Ukraine Appendix 4 – Information obligation for participants in procurement procedures |

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| **CONDITIONS FOR PARTICIPATION RELATED TO NON-EXCLUSION FROM THE PROCEDURE** |
| **No exclusion from the procedure in connection with Russia's aggression against Ukraine** | The contract may be awarded to a Tenderer who is not subject to exclusion from the procedure pursuant to Article 5k of Council Regulation (EU) No. 833/2014 of July 31, 2014. concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine (OJ EU No. L 229 of 31.7.2014, p. 1) as amended by Council Regulation (EU) 2022/576 amending Regulation (EU) No. 833/2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine (OJ EU No. L 111 of 8.4.2022, p. 1).The Tenderer may apply for the contract if there are no grounds for exclusion from the procedure pursuant to Article 7(1) of the Act of April 13, 2022, on special measures to counteract support for aggression against Ukraine and to protect national security (Journal of Laws, item 835).The Tenderer is required to sign a **Statement of no grounds for exclusion in connection with Russia's aggression against Ukraine** (the statement is attached as Appendix 3 to the Request for Proposal). |
| **No exclusion from the procedure (personal and capital ties)** | Entities personally or financially linked to the Contracting Entity or to persons performing activities related to the preparation and conduct of the procurement procedure are excluded from participation in the procedure. Capital or personal ties are understood as mutual ties between the Contracting Entity or persons authorized to incur liabilities on behalf of the Contracting Entity or persons performing activities related to the preparation and conduct of the Economic Operator selection procedure on behalf of the Contracting Entity, and the Economic Operator, consisting in particular of:1. participation in a company as a partner in a civil law partnership or a partnership,
2. holding at least 10% of shares or stocks (unless a lower threshold is required by law)
3. acting as a member of a supervisory or management body, a proxy, or an attorney-in-fact,
4. being married, related by blood or affinity in a direct line, related by blood or affinity in the second degree in a collateral line, or related by adoption, guardianship or custody, or cohabiting with the economic operator, its legal representative or members of the management or supervisory bodies of economic operators applying for the contract.
5. being in such a legal or factual relationship with the Contracting Entity that there are reasonable doubts as to their impartiality or independence in connection with the contract award procedure.

The Tenderer is obliged to sign a **Statement of no personal/capital ties with the Contracting Entity** (the statement constitutes Appendix 2 to the Request for Proposal). |
| **CONDITIONS OF CONCLUSION AND AMENDMENT OF THE AGREEMENT** |
| **Conditions of conclusion and amendment of the Agreement** | 1. The Contracting Entity shall award the contract to the Tenderer whose tender complies with the rules specified in the request for tenders and has been recognized by the Investor as the most advantageous, taking into account the established selection criteria.
2. The Contracting Entity is not obliged to award the contract to any of the Tenderers.
3. The offer shall be deemed accepted only after the Agreement has been signed.
4. Before making the final selection of the winning tender, the Contracting Entity reserves the right to conduct negotiations with all tenderers whose tenders have not been rejected.
5. The Contracting Entity shall inform the Tenderers of the selection of the tender by inviting the Tenderer whose tender has been selected as the most advantageous to sign the Agreement.
6. The Agreement shall be concluded with the selected Tenderer at the time and place specified by the Contracting Entity.

**Conditions for amending the Agreement**The Contracting Entity reserves the right to amend the Agreement concluded with the Tenderer selected in the course of the procedure if at least one of the circumstances listed below occurs, taking into account the conditions for their introduction:1. The Contracting Entity reserves the right to **change the deadline for the performance of the contract** in the event of at least one of the circumstances listed below occurs, taking into account the conditions for their introduction as follows:
2. force majeure preventing the timely performance of the subject matter of the Agreement, in which case the Economic Operator shall be obliged to prove the occurrence of such force majeure and indicate the impact that this event had on the performance of the Deliveries;
3. other extraordinary circumstances other than force majeure preventing the timely performance of the subject matter of the Agreement, which the Parties, exercising due diligence, did not foresee at the time of conclusion of the Agreement and for which they are not responsible;
4. in the event of failure to provide or late provision of materials, input data and documents to the Economic Operator within the time limits specified in the Agreement or other delays on the part of the Contracting Entity, provided that the change of the deadline results from circumstances which the Contracting Entity could not have foreseen at the stage of conducting the procedure, acting with due diligence;
5. in the event of the need to amend the Agreement due to circumstances which the Contracting Entity or the Economic Operator could not have foreseen at the time of conclusion of the Agreement, acting with due diligence, in particular circumstances threatening gross loss, non-performance or defective performance of the subject matter of the Agreement, provided that such amendments do not alter the nature of the Agreement;
6. Extension of proceedings for the issuance of administrative decisions related to the subject matter of the Agreement, unless this was caused by reasons attributable to the Economic Operator.
7. In the event that it is necessary to perform contracts not covered by the Agreement, the performance of which has become necessary as a result of unforeseeable circumstances, and the performance of contracts covered by the Agreement will depend on the prior performance of contracts not covered by the Agreement.

*The above amendments may not constitute grounds for an increase in remuneration. Each of the above amendments may be linked to a reduction in the Economic Operator's remuneration.*1. **The Contracting Entity allows for the possibility of amending the Agreement or withdrawing from the performance of part of the subject matter of the Agreement in the event of:**
2. force majeure preventing the performance of the subject matter of the Agreement, in which case the Economic Operator shall be obliged to prove the occurrence of such force majeure and indicate the impact that the event had on the performance of the Services;
3. other extraordinary circumstances other than force majeure, in particular those threatening gross loss, non-performance or defective performance of the subject matter of the Agreement, which the Parties, exercising due diligence, did not foresee at the time of conclusion of the Agreement and for which they are not responsible;
4. in any case where the subject matter of the Agreement can be achieved in a manner other than that specified in the Agreement, provided that the change in the manner of performance of the Agreement is financially reasonable and duly justified, e.g. in the event of the possibility of modifying the technical parameters of the subject matter of the Agreement, which will not result in a deterioration in the quality of the subject matter of the delivery (the subject matter of the delivery will not be inferior to that originally specified in the Agreement);
5. the occurrence of circumstances (macroeconomic phenomena) that were impossible to predict at the time of conclusion of the Agreement and are beyond the control of the Parties, such as: a sudden economic downturn, limited availability of materials, a significant increase in the price of materials, rapid inflation, a significant decrease in prices, which will require an adjustment of the remuneration (increase or decrease in the Economic Operator's remuneration). In the event of remuneration indexation, the increase/decrease in price caused by each subsequent change may not exceed 50% of the original contract value.
6. receipt of a decision from the competent institution granting co-financing for the performance of the contract, containing changes to the scope of tasks, deadlines for performance or establishing additional requirements;
7. changes in applicable law affecting the subject matter and terms of the Agreement, and changes in the legal or factual situation of the Economic Operator and/or the Contracting Entity resulting in the impossibility of performing the subject matter of the Agreement.
8. The amendment does not alter the overall nature of the Agreement, and the value of the amendments does not exceed 50% of the contract value originally specified in the Agreement.

*The above amendments may constitute grounds for increasing or decreasing the Economic Operator's remuneration.*1. **The Contracting Entity allows for the possibility of introducing significant changes to the contract on the terms provided for in point 4(b) – e) of Chapter 3.2.4 Contract for the procurement of Guidelines on the eligibility of expenditure for the years 2021-2027, including the possibility for the Contracting Entity to place additional contracts with the Economic Operator (letter b), provided that the following conditions are met cumulatively:**
* additional contracts are necessary for the proper performance of the basic task;
* the performance of additional contracts has become necessary as a result of circumstances that could not have been foreseen by the parties prior to the conclusion of the Agreement;
* the performance of additional orders prior to their execution shall be accepted in writing by both parties;
* the Economic Operator may not be changed for economic or technical reasons, in particular those relating to the interchangeability or interoperability of equipment, services or installations ordered under the basic contract;
* a change of Economic Operator would cause significant inconvenience or a significant increase in costs for the Contracting Entity;
* the value of each subsequent change shall not exceed 50% of the contract value originally specified in the Agreement.

*The amendments to the agreement content described above may not result in a change to the nature of the agreement. These amendments may result in an increase in remuneration.*An amendment to the Agreement is significant if it causes the nature of the Agreement to change significantly in relation to the original Agreement, in particular if the change: introduces conditions which, if they had been applied in the procurement procedure, would have resulted in other economic operators participating or being able to participate, or in the acceptance of tenders with different content; it alters the economic balance of the parties to the Agreement in favor of the Economic Operator in a manner not provided for in the original Agreement; it significantly extends or reduces the scope of the services and obligations under the Agreement; it consists in replacing the Economic Operator to whom the Contracting Entity awarded the contract with a new economic operator in cases other than those referred to in point (d) of paragraph 4, section 3.2.4 of the Guidelines on the eligibility of expenditure.Terms of amendments:* Initiating amendments – at the request of the Contracting Entity and/or the Economic Operator.
* Justification for amendments – proper performance of the subject matter of the Agreement, reduction of costs, ensuring optimal technical and quality parameters.
* Form of amendments – an amendment to the Agreement with the Economic Operator in writing under pain of nullity.
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| **List of documents/statements required from the Economic Operator** | 1. The tender prepared on the form constituting **Appendix 1 to the Request for Proposal**.
2. A statement of no personal/capital ties with the Contracting Entity prepared on the form constituting **Appendix 2 to the Request for Proposal**.
3. A statement of no grounds for exclusion in connection with Russia's aggression against Ukraine on the form constituting **Appendix 3 to the Request for Proposal.**
4. **Document(s) confirming the technical and functional parameters of the blown film line required by the Contracting Entity, with the parameters of the device that meet the minimum parameters specified in the Request for Proposal.**
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| **TENDER EVALUATION** |
| 1. The evaluation of tenders shall be carried out by the Contracting Entity. The Contracting Entity may request additional explanations from the Tenderers regarding the content of their tenders.
2. The Contracting Entity shall use a weighted scoring system based on the criteria presented below.
3. **Criterion: gross price of the subject matter of the contract (KC) – weight 100%**

The Tenderer shall specify the gross price of the subject matter of the contract in Polish zlotys or in a currency other than PLN, which shall cover the performance of the contract described in the Request for Proposal and the Appendices. The price presented in the tender shall be a complete, unambiguous and final price, including any discounts and rebates (no discounts in kind are allowed), covering all costs related to the proper preparation and performance of the subject matter of the contract.**The gross price should be expressed to two decimal places. If the Supplier specifies a price in a currency other than PLN, the Contracting Entity will convert it into PLN at the average exchange rate of the National Bank of Poland (table A) on the date of the request for proposal announcing.**If the tender contains a abnormally low price in relation to the subject matter of the contract, the Contracting Entity reserves the right to request the Tenderer to provide, within a specified time limit, explanations regarding the elements of the tender that affect the price, and reserves the right to reject the tender if the Tenderer fails to provide explanations or if the evaluation of the explanations together with the evidence provided confirms that the tender contains a abnormally low price in relation to the subject matter of the contract.The number of scores in the criterion “gross price of the subject matter of the contract” will be awarded according to the following formula:$$\frac{the cheapest gross price among the submitted tenders }{gross price of the tender under consideration} x 100 x 100\% =KC$$KC – number of scores awarded to the tender under consideration;The maximum number of scores that can be obtained is 100.The score will be rounded up to two decimal places.The most advantageous tender will be the one that is formally correct, meets all the conditions for participation in the procedure, is not subject to exclusion, and obtains the highest number of scores during the evaluation.After evaluating the tenders received, the Contracting Entity will select the most advantageous tender, which will be documented in the contract award procedure report. |

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| **PREPARATION AND EVALUATION OF TENDERS** |
| **How to prepare a tender** | 1. The tender submitted by the Tenderer shall be prepared on the form constituting Appendix 1 to the Request for Proposal, “Tender Form.”
2. The appendixes listed in the section “List of documents/statements” required from the Economic Operator, which the Tenderer should attach to the tender, are an integral part of the tender.
3. The content of the submitted tender shall correspond to the content of the Request for Proposal. The Contracting Entity recommends the use of the form templates developed by the Contracting Entity and attached to this Request for Proposal. The Tenderer may submit its own attachments to the tender, provided that their content is consistent with the forms developed by the Contracting Entity.
4. If the tender and/or appendixes to the tender are signed on behalf of the Tenderer by a representative (a person not authorized to perform such activities in the Tenderer's registration documents), a relevant power of attorney shall be attached to the tender.
5. **The Contracting Entity shall not allow partial or variant tenders.**
6. During the examination and evaluation of tenders, the Contracting Entity may request the Tenderers to clarify the content of their tenders, including details of the tender price calculation.
7. The Tenderer may change or withdraw their tender.
8. A change or withdrawal of a submitted tender shall be effective only if made by the Tenderer before the deadline for submission of tenders.
9. In the event of a change to the tender, the Tenderer shall submit a written statement that it is changing its tender, specifying the scope and type of changes, and if the statement of change necessitates the replacement or submission of new documents, the Tenderer shall submit these documents at the same time as the change to the tender.
10. In the event of withdrawal of the tender, the Economic Operator shall submit a written statement that it withdraws its tender.
11. The Tenderer shall bear all costs related to the preparation and submission of the tender.
12. The Contracting Entity shall not provide for reimbursement of the costs of participation in the procedure.
13. The Tenderer shall remain bound by its tender until the conclusion of the Agreement, but for no longer than 30 days.
14. The period of validity of the tender shall commence upon the expiry of the deadline for the submission of tenders.
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| **Decisions** | **DECISIONS IN THE TENDER PROCEDURE**1. The Contracting Entity shall inform the Tenderers of the selection of the tender by inviting the Tenderer whose tender has been selected as the most advantageous to sign the Agreement.
2. The Agreement shall be concluded with the selected Tenderer at the time and place specified by the Contracting Entity.
3. The Contracting Entity shall be entitled to select the next most advantageous tender if the Tenderer whose tender has been selected as the most advantageous refuses to sign the Agreement or if the signing of the Agreement with such Tenderer becomes impossible for other reasons.
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| **Other information** | 1. The Contracting Entity allows for the submission of tenders and the performance of the contract by Economic Operators acting as a consortium.
2. The Contracting Entity reserves the right to change the content of this request for proposal. If the changes may affect the content of the tenders submitted, the Contracting Entity will extend the deadline for submitting tenders. All modifications, additions, arrangements, and changes, including changes to deadlines, as well as questions from Tenderers with explanations, will be published on the Contracting Entity's website. They become an integral part of the request for proposal and will be binding when submitting tenders. All rights and obligations of the Economic Operator regarding previously agreed deadlines shall be subject to the new deadline, if one is set.
3. **Tenderers may submit questions by email to fbiw@wwekochem.com only during the period of publication of the announcement. Questions must be submitted no later than 48 hours before the deadline for submission of tenders. Questions received after this deadline will not be answered.**
4. The Contracting Entity reserves the right to cancel the procedure at any stage until the Agreement for the performance of the contract is signed, without giving any reason.
5. The Contracting Entity shall cancel the procedure in particular if:
* the price of the most advantageous tender exceeds the amount that the Contracting Entity intended to spend on the contract, unless the Contracting Entity decides to increase this amount to the price of the most advantageous tender;
* the procedure has a substantial defect that prevents the conclusion of the Agreement;
* as a result of a change in objective conditions, the performance of the contract is not in the interest of the Contracting Entity.

In such circumstances, the Tenderers shall not be entitled to any claims against the Contracting Entity if it exercises any of the above rights. In this respect, the Tenderers waive any claims they may have.1. Tenders and any other appendixes submitted during the procedure are public, except for information constituting the Tenderer's confidential information, which is separately and clearly indicated by the Tenderer.
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