

Lublin, 16.03.2018

INQUIRY

1. Name of the ordering company

RAPA S. Międlar, W. i I. Szymańscy Spółka Jawna
9 Ceramiczna Street
20-149 Lublin, POLAND
VAT: PL7121931385, KRS: 0000005827
Tel. +48 817425311, +48 817184608, www.rapa.lublin.pl

2. General provisions

1. Hereby proceeding is pending in the inquiry procedure for the implementation of the project entitled „**Strengthening competitiveness of RAPA S. MIĘDLAR W. I I. SZYMAŃSCY SPÓŁKA JAWNA by implementation a design strategy recommendation**” within the framework of the 1.4 action. Model for competition in enterprises, Eastern Poland Operational Program for years 2014-2020.
2. The provisions of the Act dated on 29 January 2004 of Polish Public Procurement Law do not apply to this inquiry.
3. The Ordering Company (Customer) reserves the right to change the inquiry before the deadline for submission of offers and to cancel the procedure at any time without giving any reason. In case of cancellation of the procedure, the Executive Company (Supplier) shall not be entitled to any claim against the Ordering Company (Customer).

3. Subject of the order

The subject of the order are: **Test packages - 1 set.**

Required minimum technical parameters:

- **Test packages** (-5°C freezing point) with the hole of the diameter $\phi 6$ for a temperature sensor, weight 0,5kg and dimensions 100x100x50mm (a hole for the sensor should be in the middle of 100x50mm side) – **36** pieces
- **Test packages** (-5°C freezing point):
 - package weight – 1kg (200x100x50mm) – **182** pieces
 - package weight – 0,5kg (100x100x50mm) – **72** pieces
 - package weight – 0,25kg (100x50x50mm) – **54** pieces

All packages should be in accordance with the standard PN-EN ISO 23953-2_2016 04 - Refrigerated furniture. Part 2: Classification, requirements and test conditions or equivalent standard.

If in the description of the subject of the order there are: the name of the particular manufacturer, the name of the particular product, this should be treated only as a tip in the description of the subject of the order. In each case, products equivalent in terms of design, materials and functionality are acceptable. If any trademark, patent, origin or quality standard is indicated in the description of the subject of the order - it is to be assumed that the trademarks, patents, origin or standards specified are technical, operational and usable, which means that the Ordering Company (Customer) accepts offer submission in this part of the subject of the order of equivalent technical, operating and usable parameters.

The obligation to demonstrate equivalence rests with the Executive Company (Supplier) which, in the case of offering equivalent solutions, should include technical specifications, data sheets, instructions or other documents containing technical data of equivalent elements in the offer. In case of doubts as to the equivalence of individual elements, the Ordering Company (Customer) will call the Executive Company (Supplier) to submit additional explanations or documents.

Common Procurement Vocabulary (CPV codes):

Main Code:

24000000-4 Chemical products

Additional codes:

24960000-1 Various chemical products

General requirements regarding subject of the order:

1. The subject of the order must be brand new, complete, free from physical and legal defects and burdened with the rights of third parties.
2. The costs of transport and insurance of the subject of the order from the risk of loss or damage during delivery to the premises of the Ordering Company (Customer) (including loading) shall be borne by the Executive Company (Supplier).

4. Time limit for order execution

1. Estimated time limit for order execution: **till 31.05.2018.**
2. The Ordering Company (Customer) reserves the right to change the time limit for execution of the subject of the order. The new terms will be set in consultation with the selected Executive Company (Supplier). If the order delivery date is exceeded without consulting the Purchaser, the Contractor will be obliged to pay a contractual penalty in the amount of 1% of the total value of the order for each week of delay after the date indicated in point 4.1.
3. For the completion of the entire task, the parties shall recognize the signature by the Ordering Company (Customer) of the Final Acceptance Protocol without any comments or reservations.

5. Place of order execution

1. Registered seat of Ordering Company (Customer): 9 Ceramiczna Street, 20-149 Lublin, POLAND.

6. Basis for exclusion in proceeding

1. The **exclusion** procedure is subject to the Executive Companies (Suppliers), which are related personally or capitally with the Ordering Company (Customer), it means that there is personal or capital relations within the meaning of mutual relations between the Ordering Company (Customer) or persons authorised to incur liabilities on behalf of Ordering Company (Customer) or persons performing activities related to preparation and carrying out of the procedure of selecting the Executive Company (Supplier) and the Executive Company (Supplier), consisting especially of:
 - a. participating in a company as a partner in a civil partnership or partnership,
 - b. holding shares or at least 5% of shares,
 - c. acting as a member of a supervisory or management body, proxy or attorney,
 - d. remaining in such a legal or actual relation, which may raise justified doubts as to the impartiality in the selection of the Executive Company (Supplier) especially being married to, in relation to kinship or affinity in a straight line, in relation to kinship or affinity in a lateral line to the second degree or in relation to adaptation, care or guardianship.

The Executive Company (Supplier) is obliged to enclose to the offer a statement of lack of the above

mentioned relations according to the form, which is **Appendix No. 2** to this inquiry.

2. The lack of any of the required statements or documents or its enclosure in the wrong form or in contravention of the requirements specified in the inquiry will result in the rejection of the Executive Company (Supplier) offer.

7. Description of the method of calculating the offer price

1. The Executive Company (Supplier) is obliged to provide the price for execution of the subject of the order in accordance with the offer form.
2. The offer price must be expressed in PLN or EUR currency. The price must take into account all the requirements of hereby inquiry and include all costs associated with the timely and correctly execution of the subject of the order and the terms and guidelines provided by the Ordering Company (Customer) related to the subject of the order.
3. If the price is in EUR currency, it will be converted to PLN currency according to the average exchange rate of the National Bank of Poland valid on the date of publication of the inquiry.
4. The price for the subject of the order may be only one, price variances are not allowed. All discounts should be included in the price calculation from the beginning, so that the calculated price for the realization of the subject of the order is the final price, without the need to make recalculations and other activities by the Ordering Company (Customer) to determine it.
5. The price of the offer is the gross price for the execution of the subject of the order.
6. The Ordering Company (Customer) does not allow the possibility of submitting partial offers and partial selection.

8. Description of the criteria along with its meaning to be taken into consideration by the Ordering Company (Customer) when selecting the offer.

1. Criteria for offers evaluation:

a) **Gross price – point weight 100 points (100%).**

The number of points in the „Gross price” criterion will be awarded according to the following formula:

$$\frac{\text{The lowest gross value of the offer of the received offers,}}{\text{Gross value indicated in the offer}} \times 100$$

2. Points will be calculated to the nearest two decimal places, using the common rules of rounding.
3. The Ordering Company (Customer) will award with the purchase the Executive Company (Supplier), whose offer correspond to all requirements contained in the inquiry and will be evaluated in the given criterion as the most beneficial one - obtaining the highest number of points.
4. In case of refusal to realize the order by the chosen Executive Company (Supplier), the Ordering Company (Customer) may award the order to the Executive Company (Supplier), which fulfils the requirements of the offer inquiry and whose offer has got respectively the highest number of points and the Executive Company (Supplier) who refused to perform the order is obliged to return all payments previously made in a manner agreed by the Parties to Ordering Party.
5. If the Ordering Company (Customer) will not be able to select the most advantageous offer due to the fact that the submitted offer have received the same number of points, the Ordering Company

(Customer) will contact the Executive Companies (Suppliers) who have submitted these offers to submit additional offer within the time specified by the Ordering Company (Customer). Executive Companies (Suppliers) submitting additional offers cannot offer prices higher than those offered in originally submitted offers.

9. Manner of offer preparation

1. The offer should be prepared on the „Offer Form”, which is the **Appendix No. 1** to the hereby inquiry in Polish or English language in written version, legibly, by filling with non-abrasive ink or pen, typewriter or computer. The offer should be signed legibly and stamped with the company and personal stamp by the Executive Company (Supplier) or a person authorised to represent the Executive Company (Supplier).
2. To the Offer Form, which is **Appendix No. 1** it should be enclosed:
 - a. Statement of lack of personal or capital relations between the Executive Company (Supplier) and the Ordering Company (Customer), which is the **Appendix No. 2** to the inquiry,
 - b. Certificate or equivalent document confirming compliance with the requirements of the standard indicated in the inquiry.
3. Only complete offers, containing all the required appendices indicated in the section 11, will be considered. Incomplete offers will not be considered.
4. Submission of the offer does not give rise to any liability to the parties. Offers are prepared at the cost of the Executive Company (Supplier). Each of the Executive Companies (Suppliers) can submit only one offer.
5. Required minimum period of the offer binding: 30 calendar days counting from the date of deadline for submission of offers.
6. The offer must specify the payment terms for the subject of the order.

10. Place and deadline of submission of the offer, contact person

1. The offer in accordance with the enclosed form and hereby inquiry must be submitted in paper form to the registered seat of the RAPA S. Międlar, W. i I. Szymańscy Spółka Jawna, 9 Ceramiczna Street, 20-149 Lublin, POLAND (in person or by post/courier) or in electronic form (send by e-mail to e-mail address: p.mikolajczyk@rapa.lublin.pl) by **30.03.2018** (the date of the offer receipt to the registered seat of the Ordering Company (Customer) is considered).
2. Offers submitted after the deadline will not be considered.
3. Contact person for Executive Companies (Suppliers): Pawel Mikolajczyk, tel.: +48 817184608.
4. In the course of examination and evaluation of offers the Ordering Company (Customer) may demand from the Executive Companies (Suppliers) explanations regarding the content of the submitted offers.

11 . Appendices list

1. **Appendix No. 1** – Offer form;
2. **Appendix No. 2** - Statement of lack of personal or capital relations between the Executive Company (Supplier) and the Ordering Company (Customer).

Appendix No. 1 – Offer form

.....
Stamp of Executive Company (Supplier)

.....
Place and date

OFFER

Executive Company (Supplier) details:

Name.....

Address

VAT No..... Registration No.

Tel./Fax.

E-mail address.....

In response to the inquiry dated on we present the following offer:

Lo.	Cost name	Net value	VAT rate	Gross value
	I part of order			
1.	Test packages – 1 set			

I/we declare that I/we have read the terms of the inquiry and do not raise any objections to it and have obtained the necessary information and explanations to prepare the offer.

I/we declare that I/we consider myself/ourselves bound by the offer for a period of 30 calendar days counting from the date of deadline for submission of offers.

I/we declare that the subject of the offer is consistent with the description of the subject of the order indicated in the inquiry.

Enclosures:

- Statement of lack of personal or capital relations between the Executive Company (Supplier) and the Ordering Company (Customer), which is the **Appendix No. 2** to the inquiry.
- Certificate or equivalent document confirming compliance with the requirements of the standard indicated in the inquiry.

.....
(signature and stamp of Executive
Company (Supplier))

Appendix No. 2 – Statement of lack of personal or capital relations between the Executive Company (Supplier) and the Ordering Company (Customer)

.....
Stamp of the Executive Company (Supplier)

.....
Place and date

Statement

Regarding the inquiry dated on

I, the undersigned
(name and surname of the person authorised to represent the Executive Company (Supplier))

Acting on behalf of and for the following:

.....
(data of the Executive Company (Supplier) – full name and address of the company)

I declare that:

The Executive Company (Supplier) is not related personally or capitally with the Ordering Company (Customer), it means that there is no personal or capital relations within the meaning of mutual relations between the Ordering Company (Customer) or persons authorised to incur liabilities on behalf of Ordering Company (Customer) or persons performing activities related to preparation and carrying out of the procedure of selecting the Executive Company (Supplier) and the Executive Company (Supplier), consisting especially of:

- a) participating in a company as a partner in a civil partnership or partnership,
- b) holding shares or at least 5% of shares,
- c) acting as a member of a supervisory or management body, a proxy,
- d) remaining in such a legal or actual relation, which may raise justified doubts as to the impartiality in the selection of the Executive Company (Supplier) especially being married to, in relation to kinship or affinity in a straight line, in relation to kinship or affinity in a lateral line to the second degree or in relation to adaptation, care or guardianship.

.....
(signature and stamp of the Executive Company (Supplier))