

**REQUEST FOR TENDER NO. 4/2017/3.2.2 POIR
SUPPLY OF MACHINES****Definitions**

For the need of this document, some terms shall have the meaning as follows:

The Request for Tender	this document and attached Appendices;
The Best Offer	an offer which gives the most advantageous balance of price and other criteria regarding the ordered Goods;
The Tenderer/Supplier	a natural person, a private partnership, a legal corporate entity that applies for the order to supply goods, has submitted an offer or signed the contract to supply the order;
The Buyer	Polsko-Koreańskie Przedsiębiorstwo Produkcyjno-Handlowe JOONGPOL Sp. z o.o., seated at ul. Wojska Polskiego 3, 39-300 Mielec, Poland, as a procuring entity;
The Contract	the agreement for the supply of Goods entered into between the Buyer and the Supplier after the tendering process for the Order;
The Delivery Report	the document signed by the Supplier and the Buyer to confirm the successful delivery of all the machines to Buyer's premises; it does not include the site set-up or start-up;
Final Acceptance Report	the document signed by the Supplier and the Buyer confirming the completion of the project, including the site set-up and successful start-up of the production line comprising all the machines.

I. Buyer's name and address:

- 1.1. The Buyer: Polsko-Koreańskie Przedsiębiorstwo Produkcyjno-Handlowe JOONGPOL Sp. z o.o.,
- 1.2. Address: ul. Wojska Polskiego 3, 39-300 Mielec, Poland,
- 1.3. Tel./fax: +48 17 7885855 +48 17 7885846
- 1.4. E-mail: sekretariat@joongpol.pl
- 1.5. Website: www.joongpol.pl
- 1.6. VAT Reg. No. 817-10-06-427
- 1.7. REGON: 690329369
- 1.8. KRS Registration: 0000133149 District Court in Rzeszów, XII Commercial Division,

II. Order Placement

- 2.1. Order placement process shall be carried out in the form of Request for Tender for orders of the estimated value exceeding EUR 209,000,00 (excluding VAT).
- 2.2. The tendering process is carried out:
 - 2.2.1. within the Project called "The Implementation of Innovative Technology and Starting Production of Oxy-Biodegradable Foam" planned for the completion within "The Intelligent Development Operational Program for the years 2014-2020". Action 3.2 Support of Implementation of R&D Results. Sub-Action 3.2.2 Loans for Technological Innovations.
 - 2.2.2. on the rules of fair competition as specified in the Guidelines for the expenditure qualification within the European Fund for Regional Development, European Community Fund, and Integrity Fund for 2014-2020 and in compliance with the Guidelines for the expenditure qualification within "The Intelligent Development Operational Program".
- 2.3. In the tendering process
 - 2.3.2. the rules of the appropriate Polish laws shall be applied,
 - 2.3.3. the regulations of the Public Procurement Act of 29 January 2004 (as published in the N.A.J. 2015 Section 2164) do not apply.
- 2.4. Any disputes arising from or in connection with the tendering process shall be settled by a competent court having its jurisdiction in the Buyer's seat.
- 2.5. The provisions of this Request for Tender shall be applied and complied with in performing actions of the tendering process by the Buyer and tenderers.
- 2.6. Type of order: supply
- 2.7. Members of the specially established Tender Commission shall perform and direct in the tendering process.
- 2.8. The Request for Tender has been published on the Buyer's official website (<http://www.joongpol.pl>) and also sent to 3 potential tenderers/suppliers.

III. Description of Goods

- 3.1. The order concerns the supply of brand new machines making up a production line for oxy-biodegradable foam consisting of:
 - 3.1.1. a twin screw extruder,
 - 3.1.2. a gravimetric batch dosing system for 6 granulated components,
 - 3.1.3. an automatic winder with S-wrap haul-off unit including in-line longitudinal cutting device,
 - 3.1.4. a cut-out unit for cutting irregular shapes, including set-up, site-assembly and start-up in the Buyer's facilities at ul. Wojska Polskiego 3, 39-300 Mielec, Poland.
- 3.2. The scope of the order and the contract includes DDP delivery (under Incoterms 2010), transportation to the Buyer's premises, set-up, site installation and start-up on terms and conditions set forth in the Request for Tender.
- 3.3. The classification of the Goods in accordance with the CPV Code: 42993000-3 Chemical Industry Machines.
- 3.4. Detailed description of the Goods determining min. parameters and technical requirements for the machines which make up production line for manufacturing oxy-biodegradable foam, has been provided in the Appendix No.2 - Technical Specifications of the Machines.
- 3.5. All the machines described under paragraph 3.4 above must bear European Safety Sign (CE Certificate).

- 3.6. Appendix No.5 to this Request for Tender entitled "Parameters of the Machines Offered" is a form of statement by the Tenderer and must be completed in each indicated box or line to give reference to parameters and functions featured in the machines.
- 3.7. The Tenderer is obliged to give quotation on the Goods, based on Technical Specifications provided in Appendix 2.
- 3.8. The Tenderer/Supplier is obliged to ensure entire fulfillment of the Order by 31.05.2018 at the latest. The date of signing of the Final Acceptance Report by the Buyer and the Supplier shall be considered the date of full fulfillment of the Order.
- 3.9. The Supplier shall provide at least 12 months warranty period for all the ordered Goods starting from the day following the signing date of the Final Acceptance Report.
- 3.10. The Supplier shall provide the Buyer with all relevant documentation, including machine operation manuals, technical documentation, required conformity certificates, CE certifications, etc. on the day of signing of the Final Acceptance Report at the latest. These documents should be either in English or Polish language.

IV. Tendering Process

- 4.1. The Tendering process shall proceed in the following stages:
 - 4.1.1. Publication of the Request for Tender,
 - 4.1.2. Preparation and submissions of tenders,
 - 4.1.3. Tender opening and verification of their compliance with all the formal requirements,
 - 4.1.4. Assessment of tenders, and negotiations,
 - 4.1.5. Awarding contract to the best tender and notification of all tenderers of the fact,
 - 4.1.6. Signing of the Contract.
- 4.2. A record of Tendering process shall be made and kept in a written form.
- 4.3. Polish shall be the language of the tendering process. In case a tender and /or the appendices are made in any other language than Polish, the Tenderer must provide Polish translations of all the documents, otherwise the tender shall be rejected.
- 4.4. The Buyer shall not refund any costs or expenses incurred by a tenderer in the tendering process.
- 4.5. The Buyer does not allow partial offers or alternative (variant) offers.
- 4.6. A tenderer shall have the right to withdraw its tender prior to the submissions deadline and on the condition that the Buyer receives a written notification of its intention to do so.
- 4.7. Tenderes may seek clarification of any matters relating to the contents of this Request for Tender by directing enquiries to the Buyer nominated contact officer, provided that the inquiry is received not later than halftime of the submissions period.
- 4.8. The Buyer reserves the right to modify the Request for Tender before the closing time without giving any reasons. Notifications of such modification shall be sent immediately to the tenderers who have received the Request for Tender, and also put on notice on Buyer's official website.
- 4.9. All tenderers who have submitted their tenders prior to a modification of the Request for Tender, shall have the right to withdraw their tenders and then submit a new tender after making appropriate amendments in reference to the modified Request for Tender. In that case the new tender shall be valid and binding.
- 4.10. In case the Request for Tender has been modified, the closing date for tenders shall be extended for a period of time necessary for making appropriate amendments in the tenders.
- 4.11. The Buyer reserves the right to:
 - 4.11.1. invalidate the tender process at any time without giving the cause,
 - 4.11.2. cancel the tender process at any time to the moment of tender lodging,
 - 4.11.3. finish the tendering process without choosing the best tender.

- 4.12. In the case as under paragraph 4.11 above, the tenderer/supplier shall have neither any damage claims against the Buyer nor a compensation of any costs incurred by the tenderer in relation to preparing and submitting the tender.
- 4.13. Information regarding circumstances as under paragraphs 4.8 and 4.11 shall be made public on the Buyer's official website and also, it will be sent immediately to the tenderers who have received the Request for Tender, and those who have already submitted tenders.
- 4.14. Tenderer's confidential information, as defined in the regulations pertaining to unfair competition laws, shall not be disclosed to any third party. However, the Buyer reserves the right to disclose tenderer's confidential information in cases of inspection, audit or settling of the order by institutions authorized by applicable laws.
- 4.15. All the communication between the Buyer and the tenderer, except for the submission of the Tender, shall be in writing, by fax or e-mail: sekretariat@joongpol.pl.

V. Eligibility to Participate in the Tender Process

- 5.1. Suppliers who meet all the requirements and conditions are eligible to enter into the tendering process. Suppliers are excluded from the process if:
- 5.1.1. they are connected by capital or by personal relations to the Buyer which are to be understood as personal or capital connection between the supplier and the Buyer or any persons authorized to take obligations on behalf of the Buyer, or any persons acting on Buyer's behalf in preparing and conducting the tendering process, that is:
 - 5.1.1.1. sharing in the company/partnership/corporate entity as a shareholder,
 - 5.1.1.2. possessing at least 10% of shares or stock,
 - 5.1.1.3. holding a position in the management or supervisory body, or acting as a proxy or attorney-at-law,
 - 5.1.1.4. remaining in legal relation or factual relation such as marriage, blood relationship, kinship, adoption, or guardianship,
 - 5.1.2. they are in the process of liquidation or have filed for bankruptcy,
 - 5.1.3. have provided false information which affect or may affect the outcome of the tendering process,
 - 5.1.4. they quote grossly low price; (grossly low price is considered to be a price which is 30% lower than the average price of all submitted, formally compliant tenders. In such a case, if the offered price, in Buyer's opinion, appears grossly low in regard to the Goods and rises some doubts as to the possibility of fulfilling the order in accordance with the agreed specifications, terms and conditions, the Buyer shall require the supplier to provide some clarification and to submit some evidence in support of those declarations which have affected such a low price.
- 5.2. To determine if there are any reasons for rejecting a prospective supplier, the Buyer may contact the tenderer in due time and request for:
- 5.2.1. providing some clarifications and explanations and /or submitting some additional documents relating to the tender if the price quoted by the tenderer appears, in Buyer's opinion, to be grossly low (paragraph 5.1.4) in reference to the Goods and rises doubts and serious reservations as to the possibility of fulfilling the order in accordance with the agreed specifications, provisions and conditions.
- 5.3. The Buyer shall exclude from the process those suppliers who fail to satisfy Buyer's doubts and reservations named under paragraph 5.1 above, and their tenders shall be rejected.
- 5.4. The prospective suppliers must:

- 5.4.1. have at their disposal appropriate technical, financial and personnel resources and potential to fulfill the order. Appendix No.3.2 to the Request for Tender is for making a statement which is a prerequisite for the participation in the tendering process.
- 5.4.2. have relevant, document proven experience in the field of supplying production lines for manufacturing PE foam. To prove such an experience a supplier shall provide a listing (see Appendix No.4) of at least 3 completed projects where
 - 5.4.2.1. the supply of all production lines named in Appendix No.4 took place not later than in the last 5 years, and
 - 5.4.2.2. the total net value of the each project should be at least EUR 700,000.00 (seven hundred thousand).

VI. Tender preparation

- 6.1. The offer should be made on the Tender Form provided in Appendix No.1 to this Request for Tender. The tender should be only in the paper form.
- 6.2. Each tenderer may submit only one offer in this tendering process, otherwise all its offers shall be rejected.
- 6.3. The submitted tender should provide:
 - 6.3.1. tenderer's full name and address;
 - 6.3.2. contact person (name, phone number, e-mail address);
 - 6.3.3. date of making the tender;
 - 6.3.4. offer validity;
 - 6.3.5. total net price (in EUR) for the Goods, (quote to two decimal places);
 - 6.3.6. net price for each of the machines, (quote to two decimal places);
 - 6.3.7. time for fulfillment of the order;
 - 6.3.8. warranty period for the Goods;
 - 6.3.9. all required appendices.
- 6.4. Offer validity time should be given in calendar days and should not be shorter than 90 days from the date of tender submission.
- 6.5. The Supplier quotes the net price for each of the machines separately, and the total net price for the ordered Goods and related services. The total price for the Goods must include all costs and expenses to fulfill the order, and in particular, license fees, if any, safe packaging and transportation, insurance, documentation, tests, installation and start-up.
- 6.6. The tender and the appendices must be signed by a duly authorized representative nominated by the tenderer. In the event the submissions have been signed by an attorney, the original of "The Power of Attorney" should be enclosed with the tender. If the tenderer uses a corporate stamp or seal, the tender and all attachments should be signed and stamped or sealed.
- 6.7. It is recommended that the pages of the tender and the attachments are numbered and joined securely.
- 6.8. A tender is rejected if:
 - 6.8.1. it has been made in any other form than a paper form,
 - 6.8.2. it has been received after the deadline set forth in paragraph 7.2,
 - 6.8.3. it has been submitted by an ineligible tenderer,
 - 6.8.4. it refers to a partial Goods or if it does not comply with the technical and functional requirements, and/or does not meet technical specifications as in Appendix No.2.
 - 6.8.5. it provides validity period shorter than 90 days, or does not provide its validity period at all,
 - 6.8.6. it does not include any of the required appendices,
 - 6.8.7. the submitted tender and/or the appendices are in any other language than Polish and their Polish translations have not been provided,

- 6.8.8. it does not quote total net price in EUR for the entire order,
- 6.8.9. it does specify warranty period in months,
- 6.8.10. it has been made on other form than required,
- 6.8.11. it has not been signed and sealed by duly authorized representatives,
- 6.8.12. a tenderer has submitted more than one tender.
- 6.9. Submitted tenders shall not be returned by the Buyer.

VII. Time and Place for Submissions

- 7.1. Tenders and appended documents shall be submitted in the Buyer's registered office at ul. Wojska Polskiego 3, 39-300 Mielec, Poland.
- 7.2. The closing time (deadline) for submissions is **29.08.2017 at 09:00 local time**.
- 7.3. Tenders shall be submitted in a sealed envelope, Buyer addressed, and marked "Oferta w odpowiedzi na Zapytanie ofertowe nr 4/2017/3.2.2 POIR".
- 7.4. Tenders may be submitted in person or by post/courier, and the lodgement date will be the date of physical entry of the envelope onto the premises at the above given address.

VIII. Selecting the best offer

- 8.1. If more than one tender have been submitted, they will be assessed on the base of criteria specified below and then the Buyer shall select the best offer. The one which wins the largest number of points shall be deemed the best offer and will be awarded the contract. Calculations will be made by the Buyer with the accuracy to two decimal places.
- 8.2. The largest number of points a tender can win is 100 points.
- 8.3. During the tender assessment process, the Buyer may request some clarifications or explanations relating to submitted tenders.
- 8.4. During the tender assessment process, the Buyer may put forward a proposition to tenderers to conduct negotiations in the manner described under paragraph IX below.
- 8.5. If two or more tenders win the same number of points, the Buyer will select the one with the lower price as the best offer.
- 8.6. Award criteria and weightings:
 - 8.6.1. Criterion 1: Price (weighting: 90 points).
 - 8.6.2. Criterion 2: Warranty (weighting: 10 points).
- 8.7. The way the points are calculated for the criterion.

Tender Assessment = Price + Warranty

Criterion 1: Price

$$\text{Price} = \frac{\text{the lowest price offered in the tender process}}{\text{the price offered in this tender}} \times 90 \text{ points}$$

The price as meant here is the total net price in EUR entered in the tender form under heading "Total net price for fulfilling the whole order (in EUR)".

Criterion 2: Warranty

Depending on the duration of the warranty period granted, the following number of points is awarded:

- from 12 to 16 months - 3 points;
- from 17 to 20 months - 6 points;
- more than 20 months - 10 points;

The warranty period indicated in the tender form under "Warranty period for all the machines (in months)", will be used to calculate the points for this criteria.

The warranty period should be specified in full calendar months and it starts to run from the date of signing of the Final Acceptance Report by both parties.

IX. Negotiations

- 9.1. The Buyer reserves the right to conduct negotiations with all suppliers who have submitted compliant tenders in the process before starting tender assessments. Such negotiations may refer to the price, warranty period and/or order completion date.
- 9.2. Negotiations will begin immediately on the date agreed by the supplier and the Buyer.
- 9.3. The outcome of each negotiating session, will be recorded in a special report to specify in detail the conditions both of the initial offer and of the post-negotiation offer of the supplier. The conditions agreed in the negotiations shall be deemed binding and they will be taken into consideration in the assessment process for the best offer.
- 9.4. If a supplier fails to sign the negotiation report, the negotiations shall be considered valid with only one (Buyer's) signature and a special remark on lacking in signature of the other negotiating party. In that event, the initial offer conditions remain binding.
- 9.5. If a supplier chooses not to negotiate, the fact shall be recorded in the report; and the initial offer shall be binding.
- 9.6. After finishing all the negotiations and making the reports thereof, the final assessment of the tenders will be performed based on the criteria defined in paragraph VIII of the Request for Tender. The best offer will be selected in the assessment process. After the best offer has been decided, a tenderer selection report will be made and a supply contract signed.

X. Results of the Competition

- 10.1. Information on selection of the Supplier shall be published immediately on the Buyer's official website, and also sent to all the tenderers participating in the tender process.
- 10.2. The selected tenderer shall be informed by phone or by e-mail of the date and place for signing the contract.
- 10.3. In the event when the Supplier whose tender has been selected, refuses or fails to sign the Contract, the Buyer may sign the Contract with the supplier who has won second-largest number of points.

XI. The Contract

- 11.1. The Buyer shall immediately sign the Contract with the selected Supplier.
- 11.2. The Contract shall specify the following matters regarding the Order:
 - 11.2.1. the Goods in the scope as referred to in the Request for Tender;
 - 11.2.2. the Contract fulfillment date;
 - 11.2.3. terms and conditions of payment, payment scheduling;

- 11.2.4. Supplier's warranty obligations relating to the Goods;
 - 11.2.5. Supplier's responsibilities as caused by Supplier's non-performance and wrong or erroneous execution of Contract provisions;
 - 11.2.6. circumstances for termination of the Contract;
 - 11.2.7. the ways and conditions for Contract modifications;
 - 11.2.8. the law governing the Contract;
 - 11.2.9. the manner of solving disputes relating to the Contract.
- 11.3. The Buyer anticipates Contract payments to be scheduled in the following way:
- 11.3.1. An advance of 30% of the price to be paid after signing of the Contract;
 - 11.3.2. I Part of the payment (60%) to be paid by a letter of credit after acknowledgement of delivery of all the machines to Buyer's premises;
 - 11.3.3. II Part of payment (10%) to be paid after signing the Final Acceptance Report.
- 11.4. The Buyer allows some material modifications or alternations in the provisions of the Contract with reference to the contents of the best offer, provided that:
- 11.4.1. such modifications or alternations do not change the nature of the Contract and the need of the change has been caused by circumstances which could not have been foreseen by the Buyer acting with the utmost diligence, and the value of the modification does not exceed 50% of the initial Contract value, and the modifications regard mainly:
 - 11.4.1.1. changes in the VAT rate;
 - 11.4.1.2. a change of the legal form or status of Buyer's or Supplier's business;
 - 11.4.1.3. change of the date of order completion caused by the circumstances beyond Supplier's control which could not have been foreseen earlier;
 - 11.4.1.4. the need to do some works which have not been included in the Order and they became necessary and have not been done earlier because of economic or technical reasons, and the change of Supplier would put the Buyer into material inconvenience/problems or would considerably increase of costs, and the value of another change is not in excess of 50% of the initial Contract value;
 - 11.4.2. such modifications or alternations do not change the nature of the Contract and the total value of the modifications does not exceed EUR 209,000.00 and is lower than 10% of the initial order value set forth in the Contract.
- 11.5. In addition, the Buyer anticipates possibility of modifications which may incur the change in the nature of the Contract if it concerns procurement of additional supplies from the Supplier, which have not been included in the initial order and which have become necessary, and all the following conditions have been met:
- 11.5.1. the change of Supplier would put the Buyer into material inconvenience or would considerable increase of Buyer's costs;
 - 11.5.2. the value of another change is not in excess of 50% of the initial Contract value.
- 11.6. The Buyer anticipates possibility of changes in the Contract leading to the substitution of the Supplier by a new supplier, providing that:
- 11.6.1. the change does not incur the change in the nature of the Contract,
 - 11.6.2. the change was caused by a merger, division, transformation, bankruptcy, restructuring or acquiring of the Supplier's entity, and the new supplier meets the requirements of the tender process, there are no grounds for its rejection, and it will not carry with it any other material changes in matters agreed,
 - 11.6.3. the change happened in the result of assuming Supplier's obligations towards its subcontractors by the Buyer.
- 11.7. The Buyer allows the possibility of editorial changes in the Contract, and changes resulting from data updates in public registers, regarding both the Buyer and the Supplier, as well as changes which are advantageous for the performance of the Contract, and in particular those

speeding up the fulfillment of the order, reducing Buyer's costs or increasing the usage range of the Goods. In such circumstances, the Contract shall be appropriately changed by introducing some modifications and editorial changes in the existing Contract wording, having in mind mutual respect for the interests of the parties, the principle of equality and equivalence of service, and first of all, amicable intention of completing the order.

XII. Listing of statements and documents to be submitted by the tenderers to meet the requirements in the tendering process:

- 12.1. The following attachments should be appended to the completed and signed tender form:
- 12.1.1. if the Tenderer is *spółka cywilna (Private Partnership)*, registration documents of all partners, and a copy of the Company Formation Deed and amendments, if any;
 - 12.1.2. if the Tenderer is a legal corporate entity, a copy of registration record from a relevant register, if applicable;
 - 12.1.3. the original copy of the Power of Attorney, if applicable;
 - 12.1.4. Tenderer's statements:
 - 12.1.4.1. the statement asserting that there are not any capital or personal connections between the Tenderer and the Buyer (Appendix No.3.1);
 - 12.1.4.2. the statement by the Tenderer on meeting the requirements and conditions for participation in the tendering process (Appendix No.3.2);
 - 12.1.4.3. the statement by the Tenderer on membership or affiliation to a capital group (Appendix No.3.3).
 - 12.1.5. listing of previously completed projects (Appendix No.4);
 - 12.1.6. parameters of the offered machines (Appendix No.5). This form must be completed in every required box (un-shaded).

XIII. List of attachments to this Request for Tender

- 13.1. Tender Form (template).
- 13.2. Technical Specifications.
- 13.3. Statement forms:
 - 13.3.1. on personal or capital connections;
 - 13.3.2. on meeting all the requirements and conditions to participate in the process;
 - 13.3.3. on capital group.
- 13.4. Listing of previously completed projects (template);
- 13.5. Parameters of the offered machines (template).

„JOONGPOL“ Spółka z o.o.
39-300 Mielec, ul. Wojska Polskiego 3
tel. (017) 788-58-55 fax (017) 788-44-53

Członek Zarządu
Jadwiga Szupacz

PREZES ZARZĄDU
Stanisław Gajewski

To:
**Polsko-Koreańskie Przedsiębiorstwo
Produkcyjno Handlowe
JOONGPOL Sp. z o.o.**
ul. Wojska Polskiego 3
39-300 Mielec
Poland

TENDER FOR SUPPLY OF MACHINERY

Date: _____

Place: _____

Tenderer/Supplier:

Name: _____

Address: _____

Tax Reg. No. _____

E-mail: _____

Website: _____

Name of contact person in charge of the Offer: _____

Tel. _____

E-mail: _____

In response to your Request for Tender No.4/2017/3.2.2 POIR dated 27.07.2017 published by your Company, we submit our Tender/Offer to supply brand new machines for production of oxy-biodegradable foam on the conditions as follows:

1. TWIN SCREW EXTRUDER

Net price for the machine (EUR): _____

in words: _____

2. GRAVIMETRIC BATCH DOSING SYSTEM FOR 6 GRANULATED COMPONENTS

Net price for the machine (EUR): _____

in words: _____

3. AUTOMATIC WINDER WITH S-WRAP HAUL-OFF UNIT INCLUDING IN-LINE LONGITUDINAL CUTTING UNIT

Net price for the machine (EUR): _____

in words: _____

4. CUT-OUT UNIT FOR IRREGULAR SHAPE CUTTING

Net price for the machine (EUR): _____

in words: _____

• **Total net price for the delivery of the above said machines in EUR:** _____
in words: _____

• **Warranty period for all the machines (in months):** _____

Order Completion Date (dd/mm/yyyy): _____

Order completion date shall be meant here as the date of signing of the Final Acceptance Report by the Buyer and the Supplier (which is the day of start-up of the production line comprising all the machines).

Offer validity: _____

STATEMENTS:

1. We hereby state that we have become fully acquainted with the Request for Tender No.4/2017/3.2.2 POIR dated 27.07.2017 and we meet the requirements described therein.
2. We understand we are obliged to comply with the conditions and procedures set forth in the Request for Tender No.4/2017/3.2.2 POIR dated 27.07.2017 and other related to documents.
3. We hereby state that we offer machinery that is in compliance with the requirements and terms and conditions as defined by the Buyer in the Request for Tender No.4/2017/3.2.2 POIR dated 27.07.2017 and the Appendices.
4. We guarantee that the above quoted total net price includes all and any costs and expenses of completing the order, including DDP delivery under Incoterms 2010, transportation, site assembly, start-up and trials on terms and conditions specified in the Request for Tender.
5. We declare that all the information provided in the Offer and any attachments thereto is true and correct as for the date of the Offer.

ATTACHMENTS TO THE OFFER:

- If the Tenderer is a *spółka cywilna (Private Partnership)* it must submit registration documents of all partners, and a copy of the Company Formation Deed and amendments if any.
- In case the Tenderer is a legal corporate entity, it must submit a copy of registration from a relevant register.

„JOONGPOL” Spółka z o.o.
39-300 Mielec, ul. Wojska Polskiego 3
tel: (017) 788-58-55 fax (017) 788-44-53

2 Członek Zarządu

Jadwiga Bonacz

PREZES ZARZĄDU

Stanisław Gajewski

- Power of attorney (in the original copy)
- Statement by the Tenderer stating that there are not any capital or personal connections (Appendix No.3.1)
- Statement by the Tenderer on fulfilling the requirements and conditions for participation in the tendering process (Appendix No.3.2)
- Statement by the Tenderer on membership or affiliation to a capital group (Appendix No.3.3)
- Listing of previously completed projects (Appendix No.4)
- Parameters of the machines offered (Appendix No.5).

Tenderer's stamp and signature

TECHNICAL SPECIFICATIONS OF THE MACHINES

The parameters and descriptions given below define the minimal requirements which are to be met by the machinery. The parameters of the machines offered shall not be worse than those mentioned below, otherwise, the offer will be rejected.

Due to the specific character of the new technology, all the machines must be fully compatible with each other.

Specifications of the machines making up the production line:

No.	Machine	Technical parameters and requirements
I	TWIN SCREW EXTRUDER	extruder production capacity: max.450 kg/h
		pressure and temperature control module
		automatic screen/filter changer
		fluid temperature control module
		calibrating modules: for thin and medium foams: at least four calibrators of adjustable diameters (non-adjustable calibrators are allowed) for thick foams: at least two non-adjustable calibrators
		density range of foam: 16-80 kg/m³
		thickness range of foam: 0.5 - 18.0 mm
		plasticizing system for the twin screw extruder
		close circuit water cooling system
		high pressure gas supply system
		foam thickness control within one die, adjustable without breaking the ribbon/sheet (hydraulic regulation of the gap width or mechanical adjustment of the internal die shift)
		dies and calibrators for production the following widths of foam:
		Thin foams width range (for foams 0.5 - 3.0 mm): 1000-1100; 1180-1300; 1350-1450; 1550-1650; 1750-1900; 2000-2150 mm
		Medium foams width (for foams 3.1 - 8.0 mm): 1000-1100; 1200-1350; 1500-1600 mm
		Thick foams width range (for foams > 8.1 mm): 1000-1100; 1200-1350 mm
		dies for thick foams have to be equipped with a foam surface smoothing system
		suction collectors/ventilating hoods for collecting butane gas in the areas of the extruder-head and the winder
CE Certification		
II	GRAVIMETRIC BATCH MIXING AND DOSING SYSTEM FOR 6 GRANULATED COMPONENTS	Dosing and mixing components as a percentage:
		component 1 (LDPE granulate): 10-100%
		component 2 (GMS masterbatch): 0.5 - 5%
		component 3 (talc masterbatch): 0.5 - 5%
		component 4 (colour agent): 0 -10%
		component 5 (oxy masterbatch): 0.2 - 5%
		component 6 (other, recycled granulate): 0 -100%
		PLC controlled system
		components dosed for the pre-programmed capacity of the twin screw extruder
		pneumatic component feed system
		feed capacity matched to the extruder
		CE Certification

III	AUTOMATIC WINDER WITH S-WRAP HAUL-OFF UNIT INCLUDING IN-LINE LONGITUDINAL CUTTING UNIT	winder suitable for the proposed widths and thicknesses of foam
		foam ribbon/sheet tensioning module
		constant foam collection speed to prevent thickness differences
		automatic sheet cut-off, hot-melt gluing of roll cores, and starting new roll winding with two-pin winder
		featuring also capability of winding thick foams without using roll cores and hot-melt gluing
		in-line longitudinal cut unit, featuring circular/disc cutters, capable of cutting sheet onto 3 independent stripes in-line, with two haul-off systems
		CE Certification
IV	CUT-OUT UNIT FOR IRREGULAR SHAPE CUTTING	vacuum table 1500 mm x 3000 mm
		X -Y plane motion/feed: 1500 mm x 3000 mm
		Z motion: 100 mm
		unit featuring two working heads: - oscillatory 2 x servo, and - milling cutter (24000 rpm.) featuring automatic tool change
		2.5 D or 3D control module
		vacuum pump
		control computer
		CE certification

All the production line machines (except the irregular shape cutt-out unit) must operate basing on one operating system and must communicate with each other thus making up one system controlling the whole production line. Production parameters shall be controlled by PLCs, and they shall be stored to make a production recipe.

**Polsko-Koreańskie Przedsiębiorstwo
Produkcyjno-Handlowe
JOONGPOL Sp. z o.o.**
ul. Wojska Polskiego 3
39-300 Mielec

TENDERER'S STATEMENT NON-EXISTENCE OF ANY PERSONAL OR CAPITAL CONNECTIONS

With regard to the participation in the tendering process No.4/2017/3.2.2 POIR, I, _____(name), a duly authorized representative of the Tenderer, i.e. _____(company) do hereby state and declare that there are not any personal or capital connections between the Tenderer and the Buyer (Polsko-Koreańskie Przedsiębiorstwo Produkcyjno-Handlowe JOONGPOL sp. z o.o.) which are to be understood as mutual links between the Tenderer and the Buyer or any persons authorized to take obligations on behalf of the Buyer or any persons acting on behalf of the Buyer in preparing and performing the tendering process, and in particular:

- sharing in the company as a shareholder,
- possessing at least 10% of shares or stock,
- performing as a member of supervisory or management board, proxy or attorney,
- remaining in legal relation or factual relation (such as marriage, blood relationship, kinship, adoption, guardian, etc.) which may give rise to suspicion of lacking impartiality in selection of supplier.

Place, date

Tenderer's stamp and signature

JOONGPOL Spółka z o.o.
39-300 Mielec, ul. Wojska Polskiego 3
tel. (017) 798 58-55 fax (017) 798 44-53

Członek Zarządu
Jadwiga Głobisz

PREZES ZARZĄDU
Stanisław Gujewski

Polsko-Koreańskie Przedsiębiorstwo
Produkcyjno-Handlowe
JOONGPOL Sp. z o.o.
ul. Wojska Polskiego 3
39-300 Mielec

TENDERER'S STATEMENT FULFILLING CONDITIONS TO PARTICIPATE IN THE TENDER PROCESS

With regard to the participation in the tender process No.4/2017/3.2.2 POIR, I, _____ (name),
a duly authorized representative of the Tenderer, i.e. _____ (company),
do hereby state and declare that the entity I represent:

- is legally entitled to perform the specified business activity to fulfill the Order,
- has all the necessary skills, knowledge and experience to manufacture the Goods in compliance with the specifications,
- employs personnel who are in the capacity to perform the Order,
- has adequate technical and production potential, and
- has at its disposal financial resources sufficient to fulfill the Order

Place, date

Tenderer's stamp and signature

**Polsko-Koreańskie Przedsiębiorstwo
Produkcyjno-Handlowe
JOONGPOL Sp. z o.o.**
ul. Wojska Polskiego 3
39-300 Mielec

TENDERER'S STATEMENT CAPITAL GROUP

With regard to the participation in the tender process No.4/2017/3.2.2 POIR, I, _____ (name), acting as a duly authorized representative of the Tenderer, i.e. _____ (company), do hereby state that the entity I represent

- does not belong*
 belongs*

to the capital group as defined in the Competition and Consumer Protection Act of February 16, 2007 (as published in the National Acts Journal No.50, section 331 as amended)

Listing of entities belonging to the same capital group (name and address of entity): **

1.
2.
3.

Place, date

Tenderer's stamp and signature

* check as appropriate

** enter only when belonging to the capital group as defined in Article 4.14 of the Competition and Consumer Protection Act of February 16, 2007 (as published in the National Acts Journal No.50, section 331 as amended)

„JOONGPOL” Spółka z o.o.
39-300 Mielec, ul. Wojska Polskiego 3
tel. (017) 722 58 59 fax (017) 722 54 53

Członek Zarządu
Jadwiga Chojacz

PREZES ZARZĄDU
Stanisław Gajewski

Place, date

Polsko-Koreańskie Przedsiębiorstwo
Produkcyjno-Handlowe
JOONGPOL Sp. z o.o.
ul. Wojska Polskiego 3
39-300 Mielec

LISTING OF PREVIOUSLY COMPLETED PROJECTS

- Installations for Production of PE Foam
completed by the Tenderer within last 5 years

No.	Name of a completed project (give type of production line ¹ and kind of foam)	Project completion date (month/year)	Total net value of the project ²
1			[] ≥ 700,000.00 EUR
2			[] ≥ 700,000.00 EUR
3			[] ≥ 700,000.00 EUR

Tenderer's stamp and signature

¹ By 'type of production line' we mean such features like: its capacity, type of extruder the line is based on, etc.

² Please quote the total value of each project.

PARAMETERS OF THE MACHINES OFFERED

No.	Machine	Technical parameters and requirements	Parameters offered*	Functions offered (enter YES or NO)**
I	TWIN SCREW EXTRUDER	extruder production capacity: max.450 kg/h		
		pressure and temperature control module		
		automatic screen/filter changer		
		fluid temperature control module		
		calibrating modules: for thin and medium foams: at least four calibrators of adjustable diameters (non-adjustable calibrators are allowed) for thick foams: at least two non-adjustable calibrators		
		density range of foam: 16-80 kg/m ³		
		thickness range of foam: 0.5 - 18.0 mm		
		plasticizing system for the twin screw extruder		
		close circuit water cooling system		
		high pressure gas supply system		
		foam thickness control within one die, adjustable without breaking the ribbon/sheet (hydraulic regulation of the gap width or mechanical adjustment of the internal die shift)		
		dies and calibrators for production the following widths of foam:		
		Thin foams width range (for foams 0.5 - 3.0 mm): 1000-1100; 1180-1300; 1350-1450; 1550-1650; 1750-1900; 2000-2150 mm		
		Medium foams width (for foams 3.1 - 8.0 mm): 1000-1100; 1200-1350; 1500-1600 mm		
		Thick foams width range (for foams > 8.1 mm): 1000-1100; 1200-1350 mm		
		dies for thick foams have to be equipped with a foam surface smoothing system		
		suction collectors/ventilating hoods for collecting butane gas in the areas of the extruder head and the winder		
CE Certification				
II	GRAVIMETRIC BATCH MIXING AND DOSING SYSTEM FOR 6 GRANULATED COMPONENTS	Dosing and mixing components as a percentage:		
		component 1 (LDPE granulate): 10-100%		
		component 2 (GMS masterbatch): 0.5 - 5%		
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		component 4 (colour agent): 0 -10%		
		component 5 (oxy masterbatch): 0.2 - 5%		
		component 6 (other, recycled granulate): 0 -100%		
		PLC controlled system		
		components dosed for the pre-programmed capacity of the twin screw extruder		
		pneumatic component feed system		
		feed capacity matched to the extruder		
CE Certification				

III	AUTOMATIC WINDER WITH S-WRAP HAUL-OFF UNIT INCLUDING IN-LINE LONGITUDINAL CUTTING UNIT	winder suitable for the proposed widths and thicknesses of foam		
		foam ribbon/sheet tensioning module		
		constant foam collection speed to prevent thickness differences		
		automatic sheet cut-off, hot-melt gluing of roll cores, and starting new roll winding with two-pin winder		
		featuring also capability of winding thick foams without using roll cores and hot-melt gluing		
		in-line longitudinal cut unit, featuring circular/disc cutters, capable of cutting sheet onto 3 independent stripes in-line, with two haul-off systems		
		CE Certification		
IV	CUT-OUT UNIT FOR IRREGULAR SHAPE CUTTING	vacuum table 1500 mm x 3000 mm		
		X -Y plane motion/feed: 1500 mm x 3000 mm		
		Z motion: 100 mm		
		unit featuring two working heads: - oscillatory 2 x servo, and - milling cutter (24000 rpm.) featuring automatic tool change		
		2.5 D or 3D control module		
		vacuum pump		
		control computer		
		CE certification		

Note: Provide the information in each line where required. If you do not provide the obligatory information (in un-shaded fields in the columns 'Parameters Offered' and 'Functions Offered'), the offer will be rejected.

place, date

Tenderer's stamp and signature

INSTRUCTION	
*	Enter parameters offered in unshaded lines/boxes in the column.
**	In this column enter in unshaded boxes 'YES' or 'NO' depending if the machine features or does not feature the required function or option
	- if the machine does feature the required function or option, enter YES in unshaded boxes
	- if the machine does not feature the required function or option, enter NO in unshaded boxes