

## **Information about inquiry**

Deadline for submitting offers  
until **24.08.2020**

### **Ad status**

Current

### **Place and method of submitting offers**

1. The offer should be submitted within the deadline

a) in paper form, signed and stamped by registered mail or courier or in person to the address of 3R Recycling sp.z o.o. S. K. ul. Partyzancka 11, 21-020 Milejów, POLAND

or

b) a scan of the signed and sealed offer by e-mail to the following address: s.bebenek@3r-recycling.pl with the e-mail title "offer regarding the inquiry of 23d of July, 2020."

2. The offer should include:

- entity name which will be a party to the contract
- company seal,
- date of its preparation,
- Supplier's address,
- signed statement of the entities allowed to submit offers, which is attached to this Inquiry,
- complete Offer Form, which is attached to this Inquiry,
- specification of the device and technical parameters of individual elements
- other documents required in the inquiry
- should be prepared in Polish or English,
- contain the name and surname as well as contact details, telephone number and e-mail address of the person designated for contacts with the Ordering Party,
- should be signed by the Supplier's representative
- contain a current extract from the CEIDG or KRS database (for polish companies)
- references from at least 3 clients

3. The partial offers are not allowed.

4. The variant offers not accepted.

5. The offer should be valid for 2 months from the moment of submitting the Offer. All offers without an expiry date are treated as 2 months valid.

6. The offer should be given in PLN currency.

7. The offer should include all the costs, including payments, guarantees, work schedule.

8. All incomplete or folded after deadline offers will be rejected (except the condition no. 5 – validity date).

9. The cost of preparing the offer is on the Tenderer side.

10. The Ordering Party reserves the right to request the Tenderer to provide explanations or supplements in case of any doubts related just to the substantive content of the submitted offer.

### **E-mail address**

s.bebenek@3r-recycling.pl

### **Contact person**

Sylwia Bębenek

### **Phone number**

0048605249963

**Short description of the contract**

The delivery of a device for automatic selection of textile products (type of fibers, colors and the humidity)

**Category**

deliveries

**Subcategory of inquiry**

Other deliveries

**Place of delivery:**

State: Poland

Town: Milejow (21-020)

**Order description****Purpose of the order**

The purpose of the order is to select a supplier of the device that enables to identify and separate textiles based on fiber composition, their color and degree of humidity. The Project is partly financed from EU funds.

**General description**

The delivery, installation and commissioning of a device for automatic selection of textiles based on their fiber composition, color and degree of humidity. The device should use a spectroscopic technique based on molecular absorption measured in the near infrared part of the spectrum.

The textiles should be automatically sorted by pressurized air into the corresponding category.

Machine capacity: 3.600 pieces / hour with 1 operator. The line should include all the following functionalities and technical parameters:

**MINIMUM REQUIREMENTS:**

The device must consist of the following parts:

- Unloading belt with min. height of side walls 1000 mm and a control panel for the Operator
- Operator platform and sorting table
- Automatic feeding system in between the operator and the scanner
- Scanner should use the spectroscopic technique based on molecular absorption measured in the part of the spectrum in the near infrared
- Color detection unit - dark colors, light colors, multi-colored objects and single-color objects
- Evacuation system with eight blowers
- Electric control system with HMI
- Software with reference spectra (cotton, viscose, polyester, wool, acrylic, nylon, degree of humidity)

Device parameters:

- Capacity: 3,600 pieces / hour
- Single operator Support
- Guaranteed negative accuracy of min. 80%

#### Additional requirements:

- Software license included
- Electronic textbook in Polish in a PDF file on CD-ROM form
- All machines must be delivered with an EC declaration of conformity
- Delivery time: until 30/09/2020
- Warranty: min. 12 months

The order includes the delivery, assembly and commissioning of the device, staff instruction in the operation of the devices as well as service and warranty.

All line elements must be brand new.

The device must take into account the technical and construction conditions of the building in which the production will be located. Building documentation is an attachment to the inquiry – Appendix no. 4.

The device must meet the applicable standards and regulations in the field of environmental, fire protection and health and safety. Before starting the device and its final technical acceptance, the Supplier is obliged to submit all permits and approvals required by law.

The Tenderer undertakes to provide the Ordering Party with the instruction manual and warranty card for the device in Polish. If the documentation is in a different language, it provides a proper translation into Polish.

The required warranty period for all components - minimum 12 months from the protocol acceptance of the device

The required maximum service response time understood as taking repair / diagnostic activities at the Ordering Party's premises, not longer than 48 hours.

#### **CPV code**

42990000-2

#### **CPV code name**

Various special machines

#### **Order fulfillment schedule**

The order must be completed by 30/09/2020.

#### **Attachments**

- Appendix 1 - Offer form
- Appendix 2 - Template of the bidder's statements
- Appendix 3 - Template of reference list
- Appendix 4 - Facility technical documentation
- Appendix 5 –Template of the bidder's binding declaration
- Appendix 6 – English version of inquiry

#### **Authorization to perform a specific activity**

Only Suppliers having all the powers that allow them to complete the subject of the Inquiry may apply for the contract. The condition of participation in the procedure will be verified on the basis of the Supplier's declaration.

#### **Knowledge and experience**

The supplier must have the knowledge and experience necessary to perform the work covered by the Inquiry. The condition of participation in the procedure will be verified on the basis of the

Supplier's declaration along with references from three contractors to whom the contractor provided similar devices worth at least 800,000 PLN each.

### **Technical potential**

The supplier must have the technical potential necessary to implement the subject of the Inquiry. The condition of participation in the procedure will be verified on the basis of the Supplier's declaration.

### **Persons able to fulfill the order**

The supplier must have the human resources necessary to implement the subject of the Inquiry. The condition of participation in the procedure will be verified on the basis of the Supplier's declaration.

### **Economic and financial situation**

The supplier must have good economic and financial situation that allows the contract to be performed (no arrears in taxes and social and health insurance contributions). In case of foreign entities, the condition of participation in the procedure will be verified on the basis of the Supplier's declaration.

### **Additional terms**

- a) The Bidders are preparing the offers and participate in the procedure on their own cost.
- b) The winning bid will be selected immediately after the bid evaluation deadline. The above conclusion does not constitute a civil law obligation. The tenderer who wins the tender competition will be obliged to conclude the contract within the time limit specified by the Ordering Party, no later than before the expiry of the tender validity under the conditions specified in the offer.
- c) If the winning Bidder refrains from concluding the Agreement, the Ordering Party will select the most advantageous bid from among the remaining bids or cancel the procedure and conduct another selection procedure.
- d) By submitting the Offer, the Bidder accepts all the terms and conditions of this inquiry.
- e) Bidders may ask questions regarding the subject of the order no later than 3 working days before the deadline for submission of tenders. Questions should be submitted only by e-mail to the address: [s.bebenek@3r-recycling.pl](mailto:s.bebenek@3r-recycling.pl). Answers will be given within 2 working days via the portal [www.bazakonkurencyjnosci.funduszeuropejskie.gov.pl](http://www.bazakonkurencyjnosci.funduszeuropejskie.gov.pl).
- f) The Ordering Party reserves the right to ask questions about the proposed devices and their components. Any questions will be asked during the tender procedure and 5 days after its completion, by e-mail to the address indicated in the offer.
- g) The Ordering Party allows for negotiation in the scope of the terms of the price, as well as the project implementation schedule and payment terms, without the possibility of negotiating the final date of the contract.
  - The Awarding Entity will make the decision on whether or not to start negotiations within 5 days after the deadline for submitting offers
  - Up to three Tenderers with the highest scores under the criteria specified in the inquiry will be invited to negotiate
  - Negotiations will be conducted up to 14 days after the deadline for submitting bids
  - After the conclusion of the negotiations, a negotiation protocol will be drawn up and the negotiating participants will be informed about the outcome
- h) The Ordering Party reserves the right to cancel this procedure (inquiry) at any stage without giving reasons
- i) By submitting an offer, the Bidder agrees to the processing of personal data by the Ordering Party, participants in the procedure and other authorized entities within the meaning of the Personal Data Protection Act (i.e. Journal of Laws of 2002, No. 101, item 926, as amended) contained in the offer and its attachments.

The administrator of personal data provided in connection with the offer is 3R Recycling Sp. z o.o.

S.K., ul. Rapackiego 14, 20-150 Lublin - "Company". Personal data of the bidder (the party submitting the bid) in response to the published request for quotation (basis for processing -> Art.6 (1) (b) GDPR), as well as his representatives and other persons acting on his behalf, e.g. employees or associates of the bidder ( basis for processing -> art.6 par.1 lit.f) GDPR, i.e. legitimate interest of the data controller), will be processed in order to examine the submitted offer in the course of the offer procedure, and if the offer is selected - in order to conclude and perform the contract.

### **Important provisions of the contract:**

The contractor should pay special attention to the statements in Appendix no 2 to this inquiry, in which he declares readiness to sign the contract on the terms specified by the Ordering Party. The contract with the supplier will be based on the content of this inquiry and the offer presented.

### **The general terms and conditions of the contract relevant to the Ordering Party:**

1. The subject of the contract covers the delivery of a device for automatic selection of textiles based on their fiber composition, color and degree of humidity, which is necessary for the implementation of the Project: "Implementation of textile and polymer waste panels production technology", which is partly financed from EU funds.
  2. The subject of the contract must be performed in accordance with the submitted offer (constituting an appendix to this contract), the tender documentation constituting an integral part of the contract and according to the Employer's guidelines.
  3. Payment terms:  
30% when ordering, after receiving an invoice for an advance payment  
60%, before delivery  
10% after installation at the Ordering Party's facility, first start-up and signing the final device acceptance protocol
  4. The Contractor declares to have appropriate technical facilities as well as appropriate authorizations and qualifications to fulfill the contract. The Contractor guarantees that:
    - a) the delivered devices are his property and will not be encumbered with any rights of third parties;
    - b) the delivered devices will be of appropriate quality;
    - c) the delivered devices are brand new;
    - d) issue a CE declaration of conformity
  5. In case of a delay in handing over the subject of the contract or a delay in removing defects found upon receipt, the value of the final invoice will be reduced by the amount of contractual penalties. The Supplier shall pay the Ordering Party a contractual penalty:
    - a) 10% gross remuneration for the performance of the subject of the contract for withdrawal from the contract by the Ordering Party for reasons for which the Supplier is responsible;
    - b) 0,2% gross remuneration for the performance of the subject of the contract for delay in handing over the subject of the contract;
    - c) 0,1% gross remuneration for the performance of the subject of the contract for delay in removing defects / faults found on receipt
- The date of completion of the subject of the contract is the date of signing the bilateral acceptance protocol without comments, confirming the performance of the entire subject of the contract.  
Any changes to the contract must be made in writing in the form of an annex, under pain of nullity.

### **Terms of contract amendment**

The Ordering Party reserves the right to amend the Agreement with the Supplier after its conclusion, in the following cases:

- a) due to a change in the provisions of generally applicable law after the conclusion of the Agreement, to adapt the Agreement to above changes;
- b) due to a change in the scope or manner of performing the subject of the contract;
- c) due to a change in legal regulations relevant to the order;

d) when there is a need to perform additional works that affect the deadline for the performance of works covered by the basic agreement

e) when there is another, impossible to foresee at the time of concluding the contract, legal, economic or technical circumstance or force majeure for which neither party is responsible, resulting in the impossibility of proper performance of the concluded contract

Change in the contractual deadline for the performance of the Agreement due to downtime and delays caused by the Ordering Party, having a direct impact on the timely execution of the subject of the contract - up to the period of downtime and delays;

Failure to meet the original deadline for reasons other than those listed in points a) -e) will result in a contractual penalty for each day of delay, which will be regulated in the contract.

#### **List of documents / statements required from the Contractor**

- Offer form - the template provided in the inquiry - Appendix no 1
- Bidder's declaration - the template provided in the inquiry - Appendix no 2
- Reference list - the template provided in the inquiry - Appendix no 3
- Certificate of no arrears towards the Social Insurance Institution and the Tax Office
- Layout concept
- Extract from the National Court Register or CEIDG

#### **Evaluation of the offer**

##### **Assessment criteria and description of the scoring process**

On the basis of the Supplier's statements and technical documentation describing the subject of the order, presenting clearly and unequivocally the parameters and functionalities required by the Ordering Party, which will enable the assessment of compliance with the requirement, the Ordering Party will evaluate the fulfillment of the conditions for participation in the procedure. Evaluation will be done using the meets / does not meet method.

The Ordering Party, before selecting the best offer and signing the contract, reserves the right to verify the Supplier's statements (meets / fails to meet) regarding the conditions for participation in the procedure on the basis of relevant documents confirming the Supplier's statement.

Just the offers that will not be rejected by the Ordering Party due to the non-fulfillment of the requirements will be evaluated and compared.

The Ordering Party will evaluate the following criteria:

- Criterion No. 1 - Total bid price - value 90%
- Criterion No. 2 - Declared delivery time - value 5%
- Criterion No. 3 - Warranty for the installation and its components - value 5%

##### **Criterion 1: TOTAL OFFER PRICE (C)**

Value: 90

Assessment method: The price ratio of the lowest bid to the price of the examined bid multiplied by 90. The final result of the above-mentioned action will be rounded to 2 decimal places.

NOTE: The offer should include the net price for the subject of the order as well as the applicable VAT tax and duty, if applicable.

##### **Criterion 2: DECLARED DELIVERY TIME (D)**

Value: 5

Assessment method:

The shortest delivery time from among the offers submitted: 5 points.

Delivery time longer than the shortest resulting from the submitted offers: 0 points.

### **Criterion 3: WARRANTY (G)**

The warranty should cover all devices and their components

Value: 5

Assessment method:

According to the warranty period indicated in the offer the Tenderer receives 5 or 0 points, respectively:

- over 12 months warranty period - 5 points.
- 12 months warranty period - 0 points.

The Ordering Party will assign each offer the appropriate number of points according to the following formula:

- $P = C + D + G$

The total maximum number of points under the criteria is 100.

The Tender with the highest number of points will be selected.

Where two or more Tenderers obtain the same number of points the offer showing the lowest price will be first. If the price is the same, the shorter delivery time of the device will be considered in the second place.

### **Exclusions**

Please be advised that all entities that remain in a personal or capital relationship with the Ordering Party cannot participate in the tender procedure.

Assessment of the occurrence of personal or capital ties is carried out on the basis of the case law and decision-making practice of the European Commission, referring to the content of Commission Recommendation 2003/361 / EC of 6 May 2003 on the definition of micro, small and medium-sized enterprises (Journal of Laws L 124 of 20.5.2003, p. 36).

Capital or personal ties are also understood as mutual ties between the Beneficiary or persons authorized to incur obligations on behalf of the Beneficiary or persons performing activities on behalf of the Beneficiary related to the preparation and conduct of the contractor selection procedure and the contractor, in particular:

- participating in the company as a partner in a civil partnership or partnership,
- owning at least 10% of shares or stocks,
- acting as a member of the supervisory or management body, proxy, proxy,
- being married or living together, in relationship of kinship or affinity in a straight line, second degree kinship or second degree affinity in the collateral line or in relation to adoption or guardianship

Appendix no 1

## Offer form

.....  
(full name of Bidder)

We have read the content of the inquiry of July 23d, 2020 regarding the implementation by 3R Recycling Sp. z o.o. SK of the project under sub-measure 3.2.2 "Loan for technological innovations" and we guarantee the performance of the entire order in accordance with its content and published explanations and changes to its content.

I submit this offer on my own behalf as a contractor applying for the contract. I declare that we have read the full content of the Inquiry and we have no objections to it. If our offer is considered the most advantageous, we undertake to conclude the contract at the place and time indicated by the Ordering Party.

We offer delivery, assembly and commissioning of **a device for automatic selection of textiles based on the composition of the fibers, their color and degree of humidity**

|                                                                                                                              | <b>Net price</b><br>(currency) | <b>Gross price</b><br>(currency) |
|------------------------------------------------------------------------------------------------------------------------------|--------------------------------|----------------------------------|
| <b>device for automatic selection of textiles based on the composition of the fibers, their color and degree of humidity</b> |                                |                                  |

The above cost includes the cost of manufacturing, delivery and commissioning of the line as well as staff training **(YES/NO)** .....

The devices included in the set meet all parameters and have all the functionalities specified in the inquiry **(YES/NO)** .....

We attach to the offer form the technical documentation confirming the fulfillment of the required parameters **(YES/NO)** .....

The set of devices takes into account the technical and structural conditions of the building in which the production will be located **(YES/NO)** .....

I undertake that all the elements of which the above-mentioned the line will be brand new **(YES/NO)** .....

I offer an order fulfillment date until ..... (deadline 30.09.2020)

Warranty period for the devices is ..... months (min 12 months)

Offer validity period ..... (min 2 months)

We confirm that we have read the relevant terms of the contract (appendix no 6) ..... **(YES/NO)**

Signature and stamp

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Appendix no 2

**Bidder's statements**

.....  
(full name of Bidder)

- a) I declare that I have read the Inquiry of 23d of July, 2020, named: "Delivery of the device for automatic selection of textiles based on the composition of the fibers, their color and degree of moisture" with attachments and I have all the necessary information regarding the above-mentioned documents and I do not raise any objections to their content.
- b) I declare that I accept the content of the essential provisions of the contract set out in Appendix no 6 to the inquiry
- c) I declare that I have all the rights that allow me to perform the order
- d) I declare that I have the knowledge and experience in the scope provided for in the inquiry, necessary to perform the contract.
- e) I declare that I have the technical potential necessary to perform the order.
- f) I declare that I have the human resources necessary to perform the order.
- g) I declare that I have the financial resources necessary to perform the contract.
- h) I declare that no liquidation proceedings, no bankruptcy proceedings have been initiated against the Bidder, or no bankruptcy has been announced.

## **Appendix no 3**

### **Bidder's declaration**

In connection with the participation in the tender procedure of July 23d, 2020, entitled "Delivery of a device for automatic selection of textiles based on the composition of the fibers, their color and degree of moisture" and being aware of criminal liability for submitting false statements in order to obtain an order, resulting from Art. 297 § 1 of the Act of June 6, 1997 - Penal Code (Journal of Laws of 1997, No. 88, item 553 - uniform text as amended), I declare that: we are not related to the Ordering Party or persons authorized to incur obligations on behalf of the Ordering Party or persons performing on behalf of the Ordering Party activities related to the preparation and conduct of the Contractor selection procedure personally and in capital, where capital and personal links are understood as mutual relations between the Ordering Party and the Bidder, consisting in:

- a) participating in the company as a partner in a civil partnership or partnership,
- b) owning at least 10% of shares or stocks,
- c) acting as a member of the supervisory or management body, proxy
- d) being married or living together, in relationship of kinship or affinity in a straight line, second degree kinship or second degree affinity in the collateral line or in relation to adoption or guardianship

## **Appendix no 4**

### **TECHNICAL AND PERFORMANCE PARAMETERS**

Parameters of **a devices for automatic selection of textile products based on the composition of the fibers, their color and the degree of humidity**

MIN REQUIREMENTS:

The device should consist of the following parts:

#### **MINIMUM REQUIREMENTS:**

The device must consist of the following parts:

- Unloading belt with min. height of side walls 1000 mm and a control panel for the Operator
- Operator platform and sorting table
- Automatic feeding system in between the operator and the scanner
- Scanner should use the spectroscopic technique based on molecular absorption measured in the part of the spectrum in the near infrared
- Color detection unit - dark colors, light colors, multi-colored objects and single-color objects
- Evacuation system with eight blowers
- Electric control system with HMI
- Software with reference spectra (cotton, viscose, polyester, wool, acrylic, nylon, degree of humidity)

Device parameters:

- Capacity: 3,600 pieces / hour
- Single operator Support
- Guaranteed negative accuracy of min. 80%

Additional requirements:

- Software license included
- Electronic textbook in Polish in a PDF file on CD-ROM form
- All machines must be delivered with an EC declaration of conformity
- Delivery time: until 30/09/2020
- Warranty: min. 12 months

## Appendix no 5

### Template of reference list

.....  
(full name of Bidder)

We have completed the following orders for the delivery of **a device for automatic selection of textiles based on the composition of the fibers, their color and the degree of humidity**

| <b>Contractor<br/>(name, address, tax<br/>identification number)</b> | <b>Scope of the contract</b> | <b>Date of<br/>implementation</b> | <b>Value of contract</b> |
|----------------------------------------------------------------------|------------------------------|-----------------------------------|--------------------------|
|                                                                      |                              |                                   |                          |
|                                                                      |                              |                                   |                          |
|                                                                      |                              |                                   |                          |

## Appendix no 6

### ESSENTIAL TERMS OF THE CONTRACT

The general terms and conditions of the contract relevant to the Ordering Party:

1. The subject of the contract covers the delivery of a device for automatic selection of textiles based on their fiber composition, color and degree of humidity, which is necessary for the implementation of the Project: "Implementation of textile and polymer waste panels production technology", which is partly financed from EU funds within the project POIR , Oś priorytetowa III: Wsparcie innowacji w przedsiębiorstwach, Działanie 3.2: Wsparcie wdrożeń wyników prac B+R, Poddziałania 3.2.2 „Kredyt na Innowacje technologiczne”, as described in the "Subject of the contract" part of the inquiry of 23d of July, 2020
2. The subject of the contract must be performed in accordance with the submitted offer (constituting an appendix to this contract), the tender documentation constituting an integral part of the contract and according to the Employer's guidelines.
3. Payment terms:  
30% when ordering, after receiving an invoice for an advance payment  
60%, before delivery  
10% after installation at the Ordering Party's facility, first start-up and signing the final device acceptance protocol
4. The Contractor declares to have appropriate technical facilities as well as appropriate authorizations and qualifications to fulfill the contract. The Contractor guarantees that:
  - the delivered devices are his property and will not be encumbered with any rights of third parties;
  - the delivered devices will be of appropriate quality;
  - the delivered devices are brand new;
  - issue a CE declaration of conformity
5. In case of a delay in handing over the subject of the contract or a delay in removing defects found upon receipt, the value of the final invoice will be reduced by the amount of contractual penalties.
6. The Supplier shall pay the Ordering Party a contractual penalty:
  - a) 10% gross remuneration for the performance of the subject of the contract for withdrawal from the contract by the Ordering Party for reasons for which the Supplier is responsible;
  - b) 0,2% gross remuneration for the performance of the subject of the contract for delay in handing over the subject of the contract;
  - c) 0,1% gross remuneration for the performance of the subject of the contract for delay in removing defects / faults found on receipt
7. The date of completion of the subject of the contract is the date of signing the bilateral acceptance protocol without comments, confirming the performance of the entire subject of the contract.
8. Any changes to the contract must be made in writing in the form of an annex, under pain of nullity