

**Wrocław, 24/3/2021**

**Request For Proposal No. 1/2021**

In connection with the implementation of the project - "Development of innovative technology for manufacturing brake calipers in a six-cavity casting station" (Polish: "Opracowanie innowacyjnej technologii wytwarzania zacisków hamulcowych w sześciogniazdowej stacji odlewniczej") (POIR.01.01.01-00-1262/20) co-financed under Submeasure 1.1.1 of the Smart Growth Operational Programme 2014-2020, we request you to submit an offer for the provision of research and development services in accordance with the scope specified in the Request For Proposal.

**1. INFORMATION ABOUT THE ORDERING PARTY**

**EUROPEAN BRAKES AND CHASSIS COMPONENTS Sp. z o. o.**

Ul. Bystrzycka 89

54-215 Wrocław

Phone: +48 71 78 46 101

E-mail: [Marek.Szewczyk@draxton.com](mailto:Marek.Szewczyk@draxton.com)

Hereinafter referred to as: The Ordering Party

Tax Identification Number (Polish NIP): 1070003955

Regon: 140461155

Phone: +48 71 78 46 101

**2. CONDITIONS FOR PARTICIPATION IN THE PROCEEDINGS AND THE CONDITIONS FOR DRAWING UP TENDERS**

1. At least one person with the following competencies is required to perform the services:
  - higher education (at least Master of Science) in the field of metallurgy or foundry engineering,
  - experience and/or scientific degree in the field of aluminum metallurgy, especially in the development and implementation of casting processes in the technologies of aluminum casting by gravity, low-pressure, high-pressure, as well as in high-pressure conditions with vacuum, the so-called VCHPDC, and also combining scientific and practical competences (the possibility to apply scientific knowledge in practical casting processes),
  - experience in the implementation of industrial projects (at least 3 with a budget of more than 1 million EUR).

The offer should contain information about the person(s) delegated to provide services by indicating education background (name of university, major, title / degree, year of completion) and description of experience meeting the specified

requirements, particularly including the projects in which the delegated persons participated.

2. Only the following entity may apply to execute the order:
  - a. one authorized to engage in the business of providing services that are the subject of the Request For Proposal,
  - b. against whom neither liquidation nor bankruptcy has been opened,
  - c. one which has no personal or capital relations with the Ordering Party - the Bidder is obliged to submit a statement constituting Appendix No. 1 to this Request for Proposal together with the Proposal.
3. The Ordering Party **does not allow for partial proposals** in the proceedings.
4. The Ordering Party shall have the right to inspect the documents confirming the accuracy of the data contained in the proposal.

### 3. DESCRIPTION OF THE ORDER'S SUBJECT:

The subject of the request is to provide research and development services in the framework of the project co-financed by the European Union (Smart Growth Operational Programme) including:

- verification of assumptions concerning the thickness of casting mold walls and the possibility of producing a part with the assumed quality and geometry,
- verification of design assumptions related to the arrangement of casting molds in the casting station, the angle of casting mold tilting in relation to the pouring speed,
- analysis and verification of the course and results of R&D works associated with the development of the casting process, the process of cutting and processing of components, multifunctional tools, attachment distances between parts for processing, integration of the manufacturing process.

CPV Code: 73200000-4 Research and development consultancy services

### 4. VALIDITY OF THE PROPOSAL

The offer shall be valid at least until **2<sup>nd</sup> April 2021**.

### 5. DESCRIPTION OF HOW TO PREPARE PROPOSALS

1. Each Bidder should provide a statement about lack of capital and personal connections (Appendix No. 1).
2. The Proposal shall:
  - a. contain all information allowing for its evaluation, including in the scope described in items 2 and 7 of the Request,
  - b. include the date of preparation,
  - c. include the address of the Bidder, the Bidder's NIP number (or equivalent number in the country where the entity is registered),

- d. include the name and contact details, phone number or e-mail address of the person appointed to contact the Ordering Party,
- e. bear the signature of the person authorized or empowered to represent the Bidder.

## 6. PLACE, METHOD AND TIME LIMIT FOR SUBMISSION OF PROPOSALS

1. A Proposal prepared in Polish or English shall be submitted in an electronic form, i.e. a scan of the Proposal signed by a person authorized to represent the entity shall be sent to the following e-mail address Marek.Szewczyk@draxton.com.
2. **Deadline for submission of Proposals: Until 2<sup>nd</sup> April 2021. Proposals submitted after the deadline will not be considered.**
3. Bidders submitting Proposals may amend, supplement or withdraw their Proposals prior to the Proposal submission deadline.
4. During the course of examination and evaluation of Proposals, the Ordering Party may request Bidders to clarify the content of submitted Proposals.
5. During the evaluation of Proposals, the Ordering Party may enter into price negotiations with all Bidders on equal terms. The course of negotiations shall be confirmed in writing in the form of a protocol of negotiations.
6. Before the deadline for submission of Proposals, the Ordering Party may modify the content of the Request for Proposal setting a new deadline for submission of Proposals which shall not be shorter than 7 days. All modifications, additions, and arrangements and changes, including changes in deadlines, shall become an integral part of the Request For Proposals and shall be binding upon submission of Proposals. All rights and obligations of the Ordering Party and the Contractor with respect to previously agreed deadlines shall be subject to the new deadline. In this case, each Bidder shall have the right to amend the Proposal already submitted and shall be informed. This does not apply to non-substantive corrections to the content of the Request for Proposal.

## 7. ASSESSMENT CRITERIA

The Ordering Party shall evaluate Proposals on the basis of the final score awarded to the Proposals calculated according to the following criteria and their weighting. The final score is the total of scores for each criterion.

The Proposal with the highest final score shall be considered the most advantageous.

| No. | Criterion   | Scoring methodology  | Weight |
|-----|---|--|--------|
| 1.  | Net price in PLN  | (price of the cheapest Proposal / price of the examined Proposal) x 0.7  | 70%    |
| 2.  | Delegated employee experience in implementing casting processes in the automotive industry. | (the highest number of casting processes in automotive industry / number of casting processes in automotive industry of the examined Proposal) x 0.3 | 30%    |

### **Evaluation of Proposals – Additional Rules**

The results of mathematical operations carried out during the evaluation of Proposals shall be rounded to two decimal places. If two or more Proposals obtain equal scores in this way, they shall be recalculated by rounding off the mathematical results to four decimal places.

Proposals meeting all the requirements outlined in this Request For Proposals shall be ranked from least favorable to most favorable price. Proposals shall then be awarded points according to the scoring methodology described above. The Bidder (or Bidders) with the highest score shall win the bidding process. In the event of a tie, the Bidder offering the most advantageous price shall win.

### **8. SUPPLEMENTARY ORDERS**

The Ordering Party may award a supplementary contract to the Contractor selected in this procedure, in the amount not exceeding 50% of the value of the base contract, provided that such contracts are related to the subject matter of the Order.

### **9. MINIMUM SCOPE OF CONTRACT WITH THE PROVIDER**

1. The contract shall be executed on the basis of a written contract between the Ordering Party and the Contractor, which shall indicate the dates for the execution of services covered by the Proposal.
2. Any changes to the provisions of the contract must be made in writing under pain of nullity.
3. Term of payment of invoices by the Ordering Party: 30 days.

### **10. CONDITIONS FOR AMENDING THE CONTRACT**

The Ordering Party provides for the possibility of making changes in the provisions of the contract in relation to the contents of the Proposal on the basis of which the Contractor was selected, in the following scope:

1. The need to introduce amendments shall result from the amendments introduced in the contracts between the Ordering Party and parties other than the Contractor, including another Contractor or an institution supervising the implementation of the

project under which the Order is placed, with the proviso that such amendments shall apply exclusively to those provisions of the contract which shall be directly affected by the modifications, and that the amendments cannot lead to an increase in the Contractor's remuneration.

2. Due to a prolonged procedure for the selection of the Contractor in the procedure for awarding this order or due to other circumstances, which could not have been foreseen earlier, making it impossible to properly perform the services covered by the contract, it shall become necessary to modify the dates specified in the Request or the contract.
3. Changes to the contract execution date - in cases of occurring:
  - a. events connected with force majeure (natural disaster, social unrest, military actions, etc.) preventing the execution of the subject matter of the order,
  - b. circumstances which could not have been foreseen by the parties of the contract, despite their due diligence, or due to the occurrence of formal and legal obstacles independent of the contractual parties,
  - c. delays at earlier stages of the project execution,
  - d. delays in issuing or changes in decisions of administrative or other institutions (decisions of public authorities, changes in applicable law, waiting for previously unforeseen but necessary results of expert opinions, court judgments, etc.),
  - e. in the event that the subject of the contract is completed before the contractual deadline and the Ordering Party obtains funds for payment of remuneration to the Contractor at an earlier date.

The occurrence of any of the above-mentioned circumstances affecting the course of the order execution shall result in the term of the contract being extended/amended by the time necessary to properly complete its subject. Any delays/changes must be documented by appropriate protocols signed by the Contractor and the Ordering Party, based on which the parties shall set new deadlines.

## **11. ADDITIONAL INFORMATION**

1. During the examination and evaluation of proposals, the Ordering Party may request explanations regarding the contents of submitted proposals. The Ordering Party reserves the right to conduct a hearing stage with all Bidders.
2. The Ordering Party may cancel the procedure without giving any reason.
3. The Contractor has the right to ask questions about the contents of the Request For Proposal until 30<sup>th</sup> March 2021.
4. When updating a proposal, the Contractor shall clearly identify which of the proposals submitted is the final proposal.

## **12. GDPR (RODO) DATA CLAUSE**

Pursuant to Article 13(1) and (2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27<sup>th</sup> April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) ( OJ EU L 119, 04.05.2016, p. 1), hereinafter referred to as "GDPR" (Polish: RODO), I inform you that:

1. The personal data administrator of the Bidder is EUROPEAN BRAKES AND CHASSIS COMPONENTS Sp. z o. o., address: ul. Bystrzycka 89, 54-2015 Wrocław, Poland
2. the Bidder's personal data shall be processed on the basis of Article 6(1)(c) of the GDPR for the purposes related to the public procurement procedure covered by the Request for Proposal;
3. recipients of the Bidder's personal data shall be persons or entities to whom the documentation of the proceedings shall be made available, including, among others, employees of the Department for Innovation and Development Support Programmes at the Ministry of Development Funds and Regional Policy (Managing Authority in the project execution), tax authorities, the European Commission;
4. personal data of the Bidder shall be stored for the period required by the rules of the Smart Growth Operational Programme;
5. obligation for the Bidder to provide personal data directly concerning it is a requirement of the request for proposals; the consequence of failure to provide certain personal data is the exclusion of the Bidder from the proceedings for awarding the contract;
6. in relation to the Bidder's personal data, decisions shall not be taken in an automated manner pursuant to Article 22 of the GDPR;
7. The Bidder has:
  - a. under Article 15 of the GDPR, the right to access its own personal data,
  - b. under Article 16 of the GDPR, the right to rectify its own personal data,
  - c. under Article 18 of the GDPR, the right to request the controller to restrict the processing of personal data, subject to the cases referred to in Article 18(2) of the GDPR,
  - d. the right to lodge a complaint with the President of the Personal Data Protection Office, if it finds the processing of personal data concerning it violates the provisions of the GDPR,
8. the Bidder is not entitled to:
  - a. in relation to Article 17(3)(b), (d) or (e) of the GDPR, the right to delete personal data,
  - b. the right to transfer personal data referred to in Article 20 of the GDPR,

- c. pursuant to Article 21 of the GDPR, the right to object to the processing of personal data, since the legal basis for the processing of its personal data is Article 6(1)(c) of the GDPR.

### **13. APPENDICES**

1. Appendix 1: Declaration of no personal and capital relations.