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Bydgoszcz, 16 October 2026

1. **Contracting authority details**

Contracting Authority / Contracting Entity

TELE-FONIKA Kable S.A.

1 Hipolita Cegielskiego Street, 32-400 Myślenice

Tax Identification Number (NIP): 6260004386 National Business Register

Number (REGON): 270543582

2. Project information

Enquiry number: 05/ FENG.01.01-IP.01-A0CX/24
TELE-FONIKA Kable S.A., with its registered office in Myślenice, in accordance with the 'Guidelines on the eligibility of expenditure for the years 2021–2027, as part of the project entitled "Development of innovative dynamic high-voltage cables dedicated to floating wind farms"', co-financed by the European Regional Development Fund under Measure 01.01 'SMART Pathway' of the 'European Funds for a Modern Economy' Programme, invites tenders for a public procurement procedure conducted in accordance with the PRINCIPLE OF COMPETITION. The request for proposals will be published in the Competitiveness Database in accordance with sub-section 3.2.3 'Guidelines on the eligibility of expenditure for the years 2021–2027'.

3. Definitions

For the purposes of this Agreement, the following terms shall have the meanings set out below:

'Agreement' means the agreement, together with all Annexes, to be drawn up with the selected contractor in procedure 05/FENG.01.01.IP.01-A0CX/24
'Working day' means any day other than a Saturday, Sunday or public holiday in Poland.
"Net lump-sum price for the entire scope of the contract" means the total remuneration payable by the Contracting Authority to the Contractor under the Agreement concluded with the successful tenderer in tender procedure 05/FENG.01.01-IP.01-A0CX/24, which shall be a lump sum (fixed amount) and covers the installation of the production line in accordance with the scope described in point 4.

4. Subject of the Request for Quotation

4.1. **The subject of the contract is** the installation of a coating line with a welding and corrugating system, together with the necessary equipment for extruding coatings and applying metallic layers in the production of medium- and high-voltage power cables.
The scope of work includes, in particular but not exclusively:
- transport of machinery from the storage area on the plant premises to the installation site, including loading and unloading;
- Mechanical installation (anchoring) of the machinery on a previously prepared floor in accordance with the installation documentation;
- Hydraulic, pneumatic and electrical installation (making the necessary connections, where applicable) in accordance with the documentation provided;
- Installation and connection of the machine's cabling, and installation of ladders and cable trays in accordance with the documentation;
- Installation of equipotential bonding in accordance with the machine manufacturer's documentation;
- In the event of minor changes to cable routes, the contractor shall drill holes, create penetrations and cut grooves in the floor and finish them;
The detailed scope of works is set out in Appendix 11: Description of Installation Works.

4.2. The contractor must ensure, at the request of the Client, that its staff are present during the commissioning of the coating line by the line manufacturer's representatives, in order to make any adjustments or changes to the installation that may prove necessary for the correct commissioning of the machinery. The dates of attendance will be determined on a case-by-case basis according to the requirements of the commissioning process.

The Tenderer shall, on the tender form constituting Annex 1 to this request for quotation, quote the cost per man-hour of its representatives' work. The amount to be invoiced shall be the number of hours actually worked multiplied by the cost per man-hour.

4.3. Should the Client request the rectification of defects resulting from incorrect assembly, the Contractor shall not be entitled to remuneration for the work carried out.
It is anticipated that the commissioning processes for the individual production lines will take a maximum of 20 weeks for the coating line from the completion of installation.

4.4. The Contracting Authority shall accept tenders containing equivalent solutions that enable the same functionality as that specified for the subject matter of the contract to be achieved, as well as a wider scope of technical parameters than that specified, provided that they also include the scope specified in the request for quotation. The functionality of an alternative solution shall be deemed equivalent to that specified in the description of the subject matter of the contract where its application results in technical parameters no less favourable than those specified in Annex 11.

4.5. Compliance with the required technical parameters and functionality specified for the subject of the contract will be verified on the basis of acceptance tests carried out after the equipment has been commissioned. Acceptance tests shall be carried out in accordance with the specified technical parameters, technical documentation and other technical standards. The relevant provisions clarifying the acceptance tests and functionality are set out in the contract with the selected Contractor.

4.6. The subject of the contract will be installed at the existing TELE-FONIKA KABLE Bydgoszcz plant at 152 Fordońska Street, in a location designated by the contracting authority.

4.7. The subject of the contract must comply with the requirements of the Machinery Directive 2023/1230/EC.

4.8. Common Procurement Vocabulary (CPV) code

45300000-0 Building installation works
45223100-7 Erection of metal structures
45310000-3 Electrical installation works

5. Technical requirements

5.1. The description of the subject of the contract and the scope of the required works are set out in Annex 11 to the invitation to tender. Annex 11 will only be provided once the Contractor has signed the confidentiality undertaking set out in Annex 2. In order to protect particularly sensitive information, the aforementioned information will be provided to potential contractors after Annex 2 has been signed and a request for detailed drawings has been sent to the following email addresses:piotr.zakrzewski@tfkable.com and joanna.narloch@tfkable.com

6. Completion deadline

6.1 The completion date for the subject of the contract must not exceed 15 weeks from the date of signing the contract.
6.2. The exact deadlines for the performance of the contract will be specified in the contract signed with the selected contractor following the conclusion of the tender procedure. The timeframe is set out in the provisions below.
6.3 The Contracting Authority reserves the right to postpone the date on which the site where the production line installation service is to be carried out is made available by up to 8 weeks at no extra cost. Any postponement by the Contracting Authority of the date on which the site is made available shall extend the completion date of the contract by the duration of the postponement.
6.4 The exact date on which the site is to be made available will be specified in the contract with the selected Contractor following the conclusion of the competitive tendering procedure.
6.5 The contract is expected to be signed in December 2026
6.6. Tenders specifying a contract performance period longer than 15 weeks will be rejected.
6.7 The tenderer is required to specify the planned duration of the contract. This information must be provided in the tender form, which constitutes Annex 1 to the request for tenders.
6.8 The period during which a tender remains valid should be at least 90 days from the date of submission; tenders with a shorter validity period will be rejected.
6.9 The Contracting Authority does not permit any extension of the period for the performance of the contract, subject to the circumstances set out in clause 15 of the contract amendments.

7. Design documentation – specifications and rules regarding IPR

7.1 Detailed building drawings, installation diagrams and line layouts will be provided following the signing of the confidentiality undertaking set out in Annex 2. In order to protect particularly sensitive information, the above-mentioned information will be provided to potential contractors following the signing of Annex 2 and the submission of a request for detailed drawings to the following email addresses: piotr.zakrzewski@tfkable.com and joanna.narloch@tfkable.com

7.2 Upon signing Annex 2, the tenderer is obliged to familiarise themselves with the local conditions and the location of the hall in which the production lines are to be installed, including in particular: access options, transport and unloading of materials and machinery onto the assembly site, geological and hydrological conditions, existing underground networks and installations, the feasibility of securing utility supplies for the purposes of carrying out all works, and the drainage of waste water and water from the assembly site. The Tenderer is obliged to carry out, at its own expense, any additional surveys and checks which, in the event of any doubts regarding the performance of the contract, will provide a basis for submitting a complete and binding tender for the provision of the service.

7.3 The designs prepared by the selected Contractor shall become the property of the Client.

8. Assembly/installation

8.1 The Contractor is responsible for the installation of the subject of the contract. All installation/assembly work must be carried out in accordance with applicable law and the Client's internal regulations (Annex 5: Requirements for Contractors/Subcontractors regarding health and safety and environmental protection, and Annex 6: Requirements for Contractors/Subcontractors regarding the management of relations with employees).

8.2 Achievement of the required technical parameters and functionality for the subject of the contract will be verified on the basis of acceptance tests, carried out following completion of the contract. Acceptance tests will consist of checking the alignment of the installed machinery, and verifying the completeness, correctness and compliance of the installations with the technical documentation for the subject of the contract.

9. Installation documentation and final documentation – specifications and rules regarding IPR

The Contractor is obliged to provide full technical documentation of the installation (2 hard copies and an electronic version) within 4 weeks of signing the final acceptance certificate.

10. Place of performance

Place of performance: TELE-FONIKA Kable S.A. – Bydgoszcz 85-752, ul. Fordońska 152

11. Guarantees and warranty

11.1. Quality guarantee. The minimum guarantee period is 24 months from the date the line is commissioned. Irrespective of the guarantee provided, the Contracting Authority is entitled to exercise its rights under the warranty for defects in the subject matter of the contract.

11.2. The guarantee for the rectification of defects and faults shall be valid for 24 months and 30 days from the date of signing the final installation acceptance report, and its value shall amount to 5 per cent of the net value of the subject of the contract.

11.3. The guarantee must be irrevocable and unconditional, and payment thereunder shall be made upon the first written demand. The scope of the guarantee must be confirmed by TELE-FONIKA KABLE S.A.

11.4. The advance payment refund guarantee shall be valid from the date of signing the contract with the Selected Contractor for at least 30 days from the date on which the line installation acceptance report is scheduled to be signed. In accordance with the attached template, the condition for the payment of the advance payment is the submission of a correctly completed advance payment refund guarantee form in accordance with the template – Appendix 8

11.5. In the case of advance payments, the Tenderer is obliged to submit a bank guarantee for the repayment of all advance payments made in full at a ratio of 1:1, valid for 30 days following the signing of the acceptance certificate for the line installation.

12. Price and terms of payment

12.1. The net lump-sum price for the performance of the Subject of the Contract shall be in accordance with paragraph 4 of the Description of the Subject of the Contract in this Request for Quotations and the Description of Installation Works – Annex 11. The lump-sum price should take into account the Contractor's performance of all works specified in the subject matter of the contract and the cost of the required insurance and guarantees, including all costs associated with the presence of the Contractor's representatives.

12.2. The price quoted in the tender must be expressed in PLN, EURO or USD, provided that the Tenderer specifies the currency used in the tender form. The price must take into account all the requirements of this request for quotation and cover all costs associated with the timely and proper performance of the subject matter of the contract, as well as the conditions and guidelines set by the Contracting Authority relating to the subject matter of the contract.

12.3. Any discounts or rebates must be included in the price calculation from the outset, so that the calculated price for the performance of the contract is a lump-sum, all-inclusive price, without the need for the Contracting Authority to carry out any conversions or other calculations to determine it.

12.4. Should the Tenderer propose prices in a currency other than PLN, the Contracting Authority shall convert the price using the selling rate for that currency as quoted by the National Bank of Poland (NBP) on the day preceding the evaluation of the tender.

12.5. The Contracting Authority provides for the possibility of making advance payments towards the performance of the contract in accordance with the following rules:

a) advance payment No. 1 amounting to 30 per cent of the total contract value, based on an invoice issued within 14 days of the contract being signed, payable within 30 days of the Contracting Authority receiving a correctly issued invoice, but not earlier than 7 days after receipt of the invoice and a bank guarantee for the repayment of the advance payment, a template of which is set out in Annex 8 to the request for quotation.
b) 60 per cent of the contract value, upon completion of the installation and acceptance of the installation by the Contracting Authority, payable within 30 days of receipt of a correctly issued invoice,
c) 10% of the contract value, following commissioning and the signing of the acceptance certificate, payable within 30 days of receipt of a correctly issued invoice and a guarantee to rectify defects and faults, in accordance with the template set out in Annex 9 to the request for quotation.

13. Requirements regarding insurance policies

13.1 A third-party liability insurance policy covering the scope of the business activities and the subject matter of the contract, with a sum insured of not less than 34 million PLN

13.2. The above condition shall be deemed to have been met if the Contractor submits a certified true copy of the insurance policy, valid for the entire duration of the contract. In the event of the insurance contract expiring before the end of the Contract's term, the Contractor is obliged to provide the Contracting Authority with a copy of the insurance document for the subsequent period, no later than 30 days before the expiry date of the existing insurance contract.

14. Contractual penalties and liability

14.1 The Contracting Authority reserves the right to include the following provisions in the contract with the selected Contractor regarding contractual penalties for delays in the performance of the contract.

In the event of non-performance or improper performance of the Contract, the Contracting Authority may:

a) in the event of termination of the Contract due to the Contractor's fault – demand payment of a contractual penalty amounting to 10 per cent of the agreed total net remuneration.

b) in the event of a delay by the Contractor in the performance of the subject matter of the contract – to demand payment of a contractual penalty amounting to 0.5 per cent of the net remuneration for each calendar week of delay, calculated from the expiry of the deadline for the performance of the contract, but not exceeding 5 per cent of the net remuneration.

14.2 The Contracting Authority is entitled to claim damages in excess of the amount of the contractual penalty, in accordance with the general principles laid down in the law.

15. Amendment of the contract – grounds

15.1. An appropriate contract shall be signed with the Contractor selected in accordance with the principles of competitive tendering.

15.2. The Contracting Authority reserves the right to make amendments to the contract with the Contractor in relation to the content of the tender submitted by the Contractor:

a) where a legal, economic or technical circumstance arises which could not have been foreseen on the date of signing the contract or the conditional contract, resulting in the impossibility of the proper performance of the contract,

b) due to force majeure,

c) due to changes to any regulations, provisions or other documents, including the programme documents 'EUROPEAN FUNDS FOR A MODERN ECONOMY 2021–2027 (FENG)' and the 'Guidelines on the Eligibility of Expenditure for 2021–2027', the contract may be amended to the extent necessary.

d) in the event of a change to the official VAT rate, the contract may be amended to the extent necessary.

e) due to a change in the contract completion date at the Contracting Authority's request, where acceptance of the installation service is contingent upon the presence of other necessary, compatible equipment and infrastructure; that is, where acceptance and verification of the equipment's correct functioning following installation are contingent upon the presence of other equipment procured under the project,

f) due to downtime and delays caused by the Client, which have a direct impact on the timely performance of the contract – by a maximum of the duration of such downtime and delays.

15.3. The Client shall consider the contract performance period to be the period during which the subject matter of the contract is completed, as evidenced by the signing of a fault-free final acceptance report, together with the warranty and guarantee periods.

15.4. Any amendments and additions to the contract concluded with the selected Contractor must be made in the form of written annexes to the contract, signed by both parties, failing which they shall be null and void.

15.5. In the event of a domestic Contractor being selected, the contract shall be drawn up in Polish. In the event of a foreign Contractor being selected, the contract shall be drawn up in English. The Contracting Authority does not envisage awarding supplementary contracts or granting option rights.

15.6. Title to the subject-matter of the Contract and the risk of its loss or damage shall pass to the Contracting Authority upon delivery; until that time, all risks shall be borne by the Contractor.

15.7. The Contractor's claims arising from the Contract may not be assigned to third parties without the prior consent of the Contracting Authority, expressed in writing on pain of nullity.

16. Governing law and jurisdiction

16.1. The Contract shall be governed by and construed in accordance with Polish law.
16.2. In the event of any discrepancy between the Polish and English versions of the request for quotation and its annexes, the version of the request for quotation and annexes drawn up in Polish shall be decisive and binding on the tenderers.

17. Other provisions

17.1 The Contracting Authority hereby informs that the submission of a tender by the Tenderer does not constitute the conclusion of a contract.
17.2 The Contracting Authority is not an entity required to comply with the Public Procurement Law.
17.3. The Contracting Authority reserves the right to cancel or annul the tender procedure without giving a reason.
The Contracting Authority shall immediately notify all entities that have submitted tenders as part of the competitive tendering procedure of the annulment of the procedure. In addition, the Contracting Authority shall publish relevant information in this regard on the website https://bazakonkurencyjnosci.funduszeeurop ejskie.gov.pl/.
17.4. Contractors shall have no right to claim damages from the Contracting Authority.
17.5 The contracting authority will reject a tender if:
- its content is inconsistent with the content of this request for quotations,
- it is submitted after the deadline for submission of tenders.
17.6 Submission of a tender constitutes unconditional acceptance of the terms of this request for proposals, including the contents of the annexes.
17.7 The cost of preparing the tender shall be borne solely by the Tenderer.
17.8. The Tenderer shall have no claim against the Contracting Authority on the grounds that the tender has not been accepted.

The Contracting Authority will publish information on the outcome of the procedure on the website https://bazakonkurencyjnosci.funduszeeuropejskie.gov.pl.

17.9 If the price or cost offered appears to be grossly low in relation to the subject matter of the contract, i.e. differs by more than 30 per cent from the arithmetic mean of the prices of all valid tenders not subject to rejection, or if they raise doubts on the part of the contracting authority as to the ability to perform the contract in accordance with the requirements set out in the invitation to tender or arising from separate regulations, the contracting authority shall require the contractor to provide clarifications within a specified time limit, including the submission of evidence regarding the calculation of the price or cost. The contracting authority shall assess these clarifications in consultation with the contractor and may reject the tender only if the clarifications submitted, together with the supporting evidence, do not justify the price or cost quoted in that tender.

17.10 The contact person for this enquiry is Jakub Siemiński. Telephone: (+48) 12 652 54 37. Email: jakub.sieminski@tfkable.com

17.11. Any changes to the request for quotation will be published on the Baza Konkurencyjności portal (https://bazakonkurencyjnosci.funduszeeuropejskie.gov.pl)

17.12. Subcontracting – The contractor may not entrust the performance of the entire contract to a subcontractor. The use of subcontractors requires the approval of the Contracting Authority ( ).

17.13. Conflicts of interest are prohibited in the procurement procedure.
A conflict of interest means any situation in which persons involved in the preparation or conduct of the procurement procedure, or who may influence the outcome of that procedure, have, directly or indirectly, a financial, economic or other personal interest which may be perceived as compromising their impartiality and independence in relation to the procurement procedure (statement by the contracting authority).

17.14. The contracting authority does not permit the submission of partial tenders. The subject matter of the contract constitutes a functional whole. The contracting authority does not permit the division of responsibility for individual parts of the contract and requires a single entity to be responsible for the subject matter of the contract.
This provision does not restrict competition — any contractor meeting the technical requirements may submit a tender for the contract in its entirety.

17.15. Appeal procedure A contractor has the right to lodge an appeal concerning the outcome of the procedure, in particular: the selection of the most advantageous tender, the rejection of their tender, or a breach of the rules of competition. The appeal must be submitted electronically to the email address specified by the Contracting Authority.
The deadline for lodging an appeal is **3 working days** from the date on which notification of the selection of the most advantageous tender or the rejection of a tender is provided.
The Contracting Authority shall consider the appeal within **10 working days** of receiving it and shall inform the Contractor of the outcome of the appeal by electronic means.
The lodging of an appeal **shall not suspend the proceedings**, unless the Contracting Authority decides otherwise.
The Contracting Authority ensures equal treatment of all Contractors and the transparency of the procedure in accordance with Subsection 3.2 of the Guidelines on the Eligibility of Expenditure for the years 2021–2027.

17.15. *Information regarding the processing of personal data by the Contracting Authority, as required under Articles 13 and 14 of the GDPR, is set out in the information notice for Tenderers, which forms Annex 10 to the request for proposals. The Tenderer undertakes to pass this information on to the individuals whose personal data it provides to the Contracting Authority in connection with the submission of the tender*

18. Conditions for participation in the procedure, grounds for exclusion

18.1. Each Tenderer may submit only one tender.

18.2. Tenders which do not meet the specified functions and technical parameters set for the subject of the contract will be rejected.

18.3. In order to ensure the proper performance of the contract by the Contractor, the Contracting Authority shall reject tenders that meet at least one of the following conditions:

a) Tenders with a warranty period of less than 24 months from the date of commissioning,

b) Tenders with a declared completion period for the subject of the contract exceeding 15 weeks,

c) Tenders with a validity period of less than **90 days.**

18.4. Tenderers who meet the following conditions may apply for the contract:

a) who have fulfilled their obligations regarding the payment of taxes, charges or social security or health insurance contributions. Compliance with this condition for participation in the procedure will be assessed on a pass/fail basis in accordance with Annex 3 to the request for proposals.

b) are not subject to enforcement, administrative or tax proceedings; compliance with this condition for participation in the procedure will be assessed on a 'meets/does not meet' basis in accordance with Annex 3 to the request for proposals.

c) are not linked to the Contracting Authority by personal or capital ties; 'capital or personal ties' are understood to mean mutual links between the Contracting Authority or persons authorised to incur liabilities on behalf of the beneficiary, or persons carrying out activities on behalf of the beneficiary in connection with the contractor selection procedure, and the Contractor, consisting of:

- participation in a company as a partner in a civil law partnership or a partnership, holding at least 10 per cent of the shares or stock (unless a lower threshold is provided for by law), serving as a member of a supervisory or management body, a procurator or a proxy,
- being married to, related by blood or affinity in the direct line, related by blood or affinity in the collateral line up to the second degree, or related by adoption, guardianship or trusteeship, or cohabiting with the contractor, its legal representative or members of the management or supervisory bodies of contractors applying for the contract,
- being in such a legal or factual relationship with the contractor that there is reasonable doubt as to their impartiality or independence in connection with the procurement procedure.

Compliance with the condition for participation in the procedure will be assessed on a 'meets/does not meet' basis in accordance with Annex 3 to the request for proposals.

Should a tender be submitted by a contractor with capital or personal links to the Contracting Authority, that contractor will be excluded from participation in the procedure.

18.5. Tenderers who meet the following condition may apply for the contract:

During the five-year period preceding the deadline for the submission of tenders, or, if the period of business activity is shorter, during that period, they have duly completed at least two projects similar in scope.

Compliance with the condition for participation in the procedure will be assessed on a 'meets/does not meet' basis, in accordance with Annex 4 to the request for proposals.

18.6. Tenderers who meet the following condition may apply for the contract:

They are in a financial position that guarantees the proper performance of the contract.

The assessment of whether this condition is met will be carried out by the Contracting Authority on the basis of the following financial indicators for the last financial year: Turnover for the last financial year must be no less than twice the value of the tender submitted. The entity must have positive equity.

18.7. The tenderer must attach financial statements if the preparation of such statements is required by the laws of the country in which the contractor has its registered office or place of residence, and if they are subject to audit by an audit firm in accordance with accounting regulations, also, where applicable, the audit report on the financial statements, and, in the case of contractors not required to prepare financial statements, other documents specifying, in particular, revenue, assets and liabilities – for the last financial year**.**

The rules set out in point 20.11 of this request apply to the submission of the above documents.

18.8. The contracting authority will exclude any contractor who fails to confirm that they meet the eligibility criteria.

18.9. The contractor whose tender is selected will be required to provide the following documents prior to the conclusion of the contract:

18.9.1. A power of attorney to enter into contracts on behalf of the contractor, unless this is evident from the registration documents.

18.9.2. A third-party liability insurance policy covering the contractor's business activities and the subject matter of the contract, with a sum insured of not less than 34 million zlotys.

18.9.3. The contracting authority requires the tenderer whose tender is selected to provide security

a) a guarantee for the repayment of the advance payment in the form of bank guarantees in accordance with the attached template (Appendix 8)

b) a guarantee for the rectification of defects and faults, in a form and with content accepted by the Contracting Authority, in the form

of a bank guarantee (, Annex 9)

The issuer of the guarantee must be subject to the regulations of the Polish Financial Supervision Authority (KNF).

In the case of advance payments, the Tenderer is obliged to submit a bank guarantee for the repayment of the advance payment covering all and the full amount of advance payments made, on a 1:1 basis, valid for 30 days from the date of disbursement.

Compliance with the condition for participation in the tender procedure will be assessed on a 'complies/does not comply' basis, in accordance with Annex 1 to the request for proposals.

18.10. The provision of the documents specified in clauses 18.9.1, 18.9.2 and 18.9.3 is a prerequisite for the signing/performance of the contract with the Contractor.

18.11. The tenderer confirms on the tender form, which constitutes Annex 1 to the request for proposals, that they have familiarised themselves with the list of documents necessary for the signing of the contract/performance of the contract and undertakes to provide them should their tender be selected for implementation, either prior to the signing of the contract or during the performance of the contract. Failure to provide the documents referred to above will result in the inability to sign/execute the contract with the selected Contractor.

18.12. Failure to meet even one of the conditions for participation in the procurement procedure will result in the Tenderer's exclusion from the procurement procedure. The tender submitted by an excluded Tenderer will be deemed rejected.

18.13. The Contracting Authority, acting in accordance with the Guidelines on the Eligibility of Expenditure for the years 2021–2027, reserves the right to verify the Tenderer's technical, technological and organisational capacity to perform the subject matter of the contract.

18.13.1. The verification referred to in clause 18.13 may include, in particular, an audit of the production site, technical facilities or other premises used or intended for the performance of the contract, to an extent that is appropriate and proportionate to the subject matter of the contract.

18.13.2. The audit may be carried out at the tender evaluation stage or prior to the conclusion of the contract, provided that the Tenderer is informed in advance of the planned date and scope of the audit, in accordance with the principles of equal treatment and transparency.

18.13.3. A refusal to allow an audit to be carried out or a lack of cooperation on the part of the Tenderer to the extent necessary to carry out the verification may be regarded as a failure to demonstrate fulfilment of the condition of possessing the appropriate technical capacity to perform the subject matter of the contract.

18.13.4. If, as a result of the audit or on the basis of the documents submitted, clarifications or other objectively justified information, doubts arise as to the Tenderer's ability to perform the subject matter of the contract properly, the Contracting Authority is entitled to reject the tender; however, this decision must be based on objective grounds that can be documented and which are the same for all Tenderers.

18.13.5. The actions referred to in this paragraph must not lead to a breach of the principle of fair competition or to an unjustified restriction of access to the contract.

19. Criteria for the evaluation of tenders

19.1. Mandatory criteria

Criterion No. 1 Net lump-sum price for the entire scope of the contract (the Tenderer shall specify the currency)

Description of the method of awarding points

Pc – number of points in the price category
C min – the lowest price amongst the tenders submitted
C bad – price of the bid under consideration
Method of awarding points

$$Pc = (C\ min/C\ bad) \times 80\ points$$

Weighting of criterion 80

Criterion No. 2: Contract completion date

Pt – number of points for the contract completion date
Tmin – the shortest completion date expected by the Contracting Authority
T bad – completion date of the tender under consideration Method of awarding points
Pt = (Tmin/Tbad) × 20 points

The shortest contract completion period expected by the Contracting Authority is 8 weeks

Weighting of criterion 20.

Maximum number of points available: **100 points**

19.2. The tender that scores the highest number of points, calculated using the following formula, will be deemed the most advantageous:

$$P = Pc + Pt$$

19.3. In the event that two or more tenders receive the same number of points, the Contracting Authority shall select the tender with the longer warranty period. Should the scores remain equal, the Contracting Authority is obliged to select the tender that is most favourable in terms of its environmental and climate impact. To this end, the Contracting Authority will contact, by electronic means, those Tenderers whose tenders have received an equal number of

points under the mandatory criteria, requesting additional information regarding environmental and climate impact (e.g. lower energy consumption of the technology, etc.).
The Contracting Authority will reject a tender if its content does not correspond to the content of the request for tenders (including failure to meet the mandatory criteria), and if the subject of the supply offered does not meet the required technical parameters specified in Annex 11: description of installation works.

19.4. During the examination and evaluation of tenders, the Contracting Authority may ask Tenderers to provide further clarification regarding the tenders submitted.

19.5. Variant tenders are not permitted. Partial tenders are not permitted.

19.6. A tender once submitted is not subject to negotiation.

20. Method of submitting tenders

20.1. The deadline for submitting tenders is 19 November 2026.

20.2. The Contracting Authority will provide clarifications to any questions raised, provided that a request for clarification regarding the content of the Request for Information is received by the Contracting Authority no later than 6 November 2026. Questions will be asked and answers published via the Baza Konkurencyjności portal. Tenders must be submitted electronically in the form of scans of signed documents via the portal: https://bazakonkurencyjnosci.funduszeeuropejskie.gov.pl/

20.3. Communication in the procurement procedure, including the publication of the request for proposals, the submission of tenders, the exchange of information between the Contracting Authority and the Contractor, and the submission of documents and declarations, shall take place in writing via the Competitiveness Database (hereinafter referred to as BK 2021).

20.4. Derogation from the communication procedures set out in paragraphs 20.2 and 20.3 is permitted to the extent that it is not possible to comply with the communication procedures in the Competitiveness Database. Exceptionally, it is possible to deviate from the communication methods specified in clauses 20.2 and 20.3, of which the contracting authority shall inform contractors in the request for proposals published in BK 2021, if:
a) the nature of the contract requires the use of tools, devices or file formats that are not supported by BK 2021, or
b) the applications for handling file formats suitable for the preparation of tenders or competition entries use file formats that cannot be supported by any other open-source or generally available applications, or are subject to a licence and cannot be made available for download or remote use by the contracting authority, or
c) it is necessary due to the need to protect particularly sensitive information, which cannot be sufficiently guaranteed using BK2021.

20.5. Deviations from the communication procedures set out in points 20.2, 20.3 and 20.4 are permitted to the extent that it is not possible to comply with the communication method **in BK2021 – in such cases, correspondence should be sent to the following address: jakub.sieminski@tfkable.com**
Bids must not be submitted in any form other than that specified in clauses 20.1, 20.2 and 20.3

20.6. The tender must specify: the first name, surname and position, email address and telephone number of the person designated by the Tenderer to act as the contact for matters relating to the tender submitted.

20.7. The tender, together with its annexes, must be drawn up in Polish or English.
The tender should be prepared using the attached tender form template for the subject of the supply and must include all the required information.

20.8. The bid validity period should be at least 90 days from the deadline for submission of bids.

20.9. Tenders submitted after the deadline will not be considered.

20.10. The tender must bear the date of preparation and must be signed by the Tenderer.

20 November The tender must be complete, i.e. it must include the following annexes:

a) The tender form constituting Annex 1 to the request for tenders,
b) A power of attorney to submit the tender, unless this is evident from the registration documents,
c) Annex 2: Non-Disclosure Agreement (NDA)
d) Annex 3 – declaration of no personal or capital links
e) Annex 4 – Tenderer's declaration confirming compliance with the conditions for participation in the procedure regarding knowledge and experience
f) Annex 5: Requirements for contractors/subcontractors regarding health and safety and environmental protection
g) Appendix 6: Requirements for Contractors/Subcontractors regarding the management of employee relations
h) Appendix 7: Penalty clause for the contractor/supplier,
i) financial statements, where the preparation of such statements is required by the legislation of the country in which the contractor has its registered office or place of residence; and, if they are subject to audit by an audit firm in accordance with accounting legislation, also, where applicable, the audit report on the financial statements; and, in the case of contractors not required to prepare financial statements, other documents specifying, in particular, revenue, assets and liabilities – for the last financial year,
j) k) Annex 8. Template for a bank guarantee for the repayment of advance payments
k) l) Annex 9. Template for a guarantee covering the rectification of defects and faults
l) m) Annex 10: Information clause
m) o) Annex 11: Description of installation works

20 December Appendices 2, 5, 6, 8, 9, 10 and 11 must be attached and initialled.

20.13. During the examination of tenders, the Contracting Authority reserves the right to ask Tenderers to supplement their submitted tender on one occasion.

Such additions may relate solely to the provision of missing signatures, individual pages of specific forms, as well as required information in the tender form should it be found to be missing, and the provision of missing Annexes 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11, and the documents specified in clause 20.11 of this invitation to tender.

20.14. The Contracting Authority reserves the right to request the Contractor to provide clarifications regarding the tender submitted and the documents confirming compliance with the conditions for participation in the procedure. The Contracting Authority shall correct obvious clerical and calculation errors in the tender, as well as other errors arising from inconsistencies between the content of the tender and the content of the invitation to tender, provided that such errors do not result in material changes to its content.

20.15. The Contracting Authority shall set a deadline for the submission of any missing information or documents.
Failure to provide the documents within the deadline set by the Contracting Authority will result in the evaluation of the documents originally submitted.

20.16. If a tender has been submitted without the tender form set out in Annex 1 to the invitation to tender, it cannot be supplemented.

21. Exclusions and conflicts of interest

Tenderers who meet the following conditions may apply for the contract:

They are not linked to the Contracting Authority by personal or capital ties. Capital or personal links are understood to mean mutual links between the Contracting Authority or persons authorised to incur liabilities on behalf of the beneficiary, or persons carrying out activities on behalf of the beneficiary in connection with the contractor selection procedure, and the Contractor, consisting of:

a) participation in a company as a partner in a civil law partnership or a partnership, or holding at least 10 per cent of the shares (unless a lower threshold is provided for by law)

b) holding the position of a member of a supervisory or management body, a proxy, or an authorised representative,

being married to, related by blood or affinity in the direct line, related by blood or affinity in the collateral line up to the second degree, or related by adoption, guardianship or trusteeship, or cohabiting with the contractor, its legal representative or members of the management or supervisory bodies of contractors applying for the contract,

(c) having such a legal or factual relationship with the contractor that there is reasonable doubt as to their impartiality or independence in connection with the procurement procedure.

The contractor shall submit a declaration of no links in accordance with Annex 3.

Compliance with the condition for participation in the procedure will be assessed on a 'meets/does not meet' basis, in accordance with Annex 3 to the request for proposals.

Should a tender be submitted by a Contractor with capital and/or personal links to the Contracting Authority, that Contractor shall be excluded from participation in the procedure

22. Annexes to the request for proposals

1. Tender form constituting Annex 1 to the request for proposals
2. Annex 2: Non-Disclosure Agreement (NDA)
3. Annex 3 – Declaration of no personal or capital links
4. Annex 4 – Tenderer's declaration confirming compliance with the conditions for participation in the procedure regarding knowledge and experience
5. Appendix 5: Requirements for contractors/subcontractors regarding health and safety and environmental protection
6. Annex 6: Requirements for contractors/subcontractors regarding the management of employee relations
7. Appendix 7: Penalty Clause for the Contractor/Supplier,
8. Appendix 8. Template for a bank guarantee for the repayment of advance payments
9. Appendix 9. Template for a guarantee covering the rectification of defects and faults
10. Appendix 10: Information clause
11. Appendix 11. Description of installation works