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List of changes made to the request for proposal

BEFORE THE CHANGE	AFTER THE CHANGE
File name: WZÓR ZAPYTANIA OFERTOWEGO 04FENG.01.01-IP.01-A0V625 en-GB	File name: WZÓR ZAPYTANIA OFERTOWEGO 04FENG.01.01-IP.01-A0V625 en-GB v.2
23.1. The deadline for submitting tenders is 17 November 2026 23.2. 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 5 November 2026. Questions and the publication of answers will take place 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/	23.1. The deadline for submitting tenders is 27 November 2026 23.2. 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 17 November 2026. Questions and the publication of answers will take place 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/

Bydgoszcz, 13.11. 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: 04/FENG.01.01-IP.01-A0V6/25

TELE-FONIKA Kable S.A., with its registered office in Myślenice, based on the 'Guidelines on the eligibility of expenditure for the years 2021–2027, as part of the project entitled

'High-voltage (HV) power cables based on conductors made of oxidised aluminium wires with above-standard transmission capacity and lower energy transmission losses', co-financed by the European Regional Development Fund under Measure 01.01 SMART Path, the 'European Funds for a Modern Economy' Programme, invites tenders for a public procurement procedure conducted in accordance with the PRINCIPLE OF COMPETITION. The invitation to tender 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:

A Faraday cage is an electrically conductive shield for a test chamber, protecting against electromagnetic interference which may distort test results. The level of partial discharges during testing is < 1 pC

'Agreement' means the agreement, together with all Annexes, to be drawn up with the selected contractor in tender procedure 04/FENG.01.01-IP.01-A0V6/25
'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 selected contractor in tender procedure 04/FENG.01.01.IP.01-A0V6/25, which shall be a lump sum (fixed amount) and covers the purchase, together with the design, manufacture, delivery (including transport of the subject matter of the contract), unloading, installation and commissioning costs, as well as the costs of preparing complete technical documentation.
'Delivery' means the delivery of the subject matter of the contract to the place specified by the Purchaser in accordance with DAP (Incoterms® 2020).

4. Subject of the Request for Quotation

4.1. The subject of the contract is the design, manufacture, delivery, including installation and commissioning, of a Faraday cage.
The subject matter of the contract comprises, in particular but not exclusively, the design, manufacture and delivery of a Faraday cage, including transport of the subject matter of the contract, unloading, installation costs and the preparation of complete technical documentation.

4.2. The Contractor shall, within 30 days of the contract being signed, provide preliminary technical documentation for the Faraday cage's earthing system for approval by the Client.
The subject of the contract to be supplied must be new and comply with the requirements of all normative and legal acts in force in Poland, on the basis of which the subject of the contract may be authorised for use; for example, it must be supplied with a CE Declaration of Conformity (where applicable) confirming that an assessment of the subject of the contract's conformity with all the New Approach Directives to which it is subject has been carried out, etc.)

4.3. The Contractor shall, within 60 days of the signing of the contract, provide the final technical documentation for the Faraday cage earthing system for approval by the Client

4.4. The Contracting Authority shall accept tenders containing equivalent solutions that enable the same functionality as that specified for the subject 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 of the contract where its application results in technical parameters no less favourable than those specified in Annex 1.

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 shall be set out in the contract with the selected Contractor.
Acceptance tests:
- Measurement of the high-voltage potential difference inside the enclosure in accordance with IEC 60270 (<1 pC),
- Measurement of illuminance (min. 500 lx at work surface level).

4.6. The subject of the contract shall be installed at the existing TELE-FONIKA KABLE Bydgoszcz plant in a location designated by the contracting authority. Detailed drawings of the Long Cable Sections Laboratory building shall 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 after they have signed Annex 2 and submitted a request for detailed drawings to the following email addresses: damian.kropidlowski@tfkable.com and joanna.narloch@tfkable.com

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

5. Common Procurement Vocabulary (CPV) code

429992100-7 Faraday cage
45000000-7 – Construction works

6. Technical requirement

A description of the subject of the contract and the scope of the required works can be found in Annex 12 to the request for quotation: Technical Specification for a complete Faraday cage shielding system.

7. Completion date

7.1. The completion date for the subject of the contract must not exceed 12 months from the date of signing the contract.
The exact completion dates for 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.
7.2. The contract is expected to be signed in December 2026
7.3. Tenders specifying a contract completion period longer than 12 months will be rejected.
7.4. The tenderer is required to specify the planned completion time for the contract. This information must be included in the tender form, which constitutes Annex 1 to the request for tenders.
7.5. The bid validity period should be at least 90 days from the date of submission; bids with a shorter validity period will be rejected.
7.6. The contracting authority does not permit any extension of the contract performance period, subject to the circumstances set out in clause 18 'AMENDMENTS TO THE CONTRACT' of the terms and conditions.

8. Design documentation – specifications and rules regarding IPR

8.1 Detailed drawings of the Long Cable Sections Laboratory building will be provided following the signing of the confidentiality undertaking set out in Annex 2. In order to protect particularly sensitive information, the aforementioned 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: damian.kropidlowski@tfkable.com and

joanna.narloch@tfkable.com

8.2 The designs prepared by the selected Contractor shall become the property of the Contracting Authority.

9. Delivery

9.1 Delivery terms – DAP TELE-FONIKA Kable S.A. – Bydgoszcz 85-752, ul. Fordońska 152, in accordance with Incoterms 2020.

9.2 Should it be found that the subject of the contract is defective or does not comply with the contract, the Client shall have the right to refuse to accept it until a subject of the contract that complies with the contract or is free from defects is offered.

10. Assembly/installation

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

11. Other components of the service (e.g. training)

11.1 The Contractor is obliged to provide training on the operation of the Faraday cage for a minimum of 5 people; duration of training: 1 day.

12. Installation documentation and final documentation – specifications and rules regarding intellectual property rights

12.1. The contractor is obliged, within 4 weeks of signing the final acceptance certificate, to provide full technical documentation for the equipment (2 hard copies and an electronic version) and the User Manual in Polish (2 hard copies and an electronic version)

13. Place of performance

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

14. Guarantees and warranty

14.1. Quality guarantee – the minimum guarantee period is 24 months from the date of commissioning. 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. By providing the guarantee, the contractor undertakes to carry out free of charge guarantee inspections during the guarantee period for the entire subject matter of the contract; therefore, the contractor should factor these costs into the remuneration. The Contracting Authority anticipates at least one warranty inspection (towards the end of the applicable warranty period), unless the manufacturer's warranty for the equipment in question requires more frequent warranty inspections.

14.2 The contractor guarantees the availability of spare parts for 10 years from the date of signing the acceptance certificate.

14.3. 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 acceptance certificate, and its value shall amount to 5 per cent of the net value of the contract.

14.4 The guarantee must be irrevocable and unconditional, and payment under it shall be made upon the first written request. The scope of the guarantee shall be confirmed by TELE-FONIKA KABLE S.A.

14.5. The advance payment refund guarantee shall be valid for at least 30 days from the date of the scheduled commissioning of the Faraday cage; in accordance with the attached template, the condition for the payment of the advance is the submission of a correctly completed advance payment refund guarantee form in accordance with the template – Annex No. 8.

14.6. The performance bond shall remain valid for the entire duration of the contract, i.e. from the date of its conclusion until the date of signing a fault-free final acceptance certificate, plus a period of at least 30 days. The amount of the security shall be 15 per cent of the net remuneration for the performance of the construction works.

The performance bond shall be unconditional, irrevocable and payable on first written demand. The scope of the bond shall be confirmed by the Client.

Furthermore, the Contractor undertakes to take out and maintain, for the entire duration of the Contract, a Contractors' All Risks (CAR) insurance policy, with the sum insured amounting to at least 100 per cent of the value of the construction works.

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 that the insurance policy expires before the end of the Contract period, the Contractor is obliged to provide the Client with a copy of the insurance document covering the subsequent period, no later than 30 days before the expiry date of the existing insurance policy.

15. Price and terms of payment

15.1. 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

15.2 The price quoted in the tender must be expressed in PLN, EUR 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.
The Tenderer is required to quote a lump-sum price for the entire scope of the contract, in accordance with the tender form, broken down into net and gross lump-sum prices (where applicable). The tenderer is required to specify a net and gross lump-sum price for the construction works and a net and gross lump-sum price for the other costs of performing the subject matter of the contract, excluding construction works.

15.3 Any discounts or rebates must be included immediately in the price calculation, so that the calculated price for the performance of the contract is a lump-sum, total price without the need for the Contracting Authority to carry out any recalculations or other actions to determine it.

15.4. 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.

15.5. 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, payable upon delivery 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 for the rectification of defects and faults, in accordance with the template set out in Annex 9 to the request for quotation.

16. Requirements regarding insurance policies

16.1. 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 the gross value of the tender submitted.

16.2. Furthermore, the Contractor undertakes to take out and maintain, for the entire duration of the Contract, a Contractors' All Risks (CAR) insurance policy, with the sum insured amounting to at least 100 per cent of the value of the construction works.
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 policy expiring before the end of the Contract period, the Contractor is obliged to provide the Client with a copy of the insurance document for the subsequent period, no later than 30 days before the expiry date of the existing insurance policy.

17. Contractual penalties and liability

17.1. In the event of non-performance or improper performance of the Contract, the Client may:
- in the event of a delay in the delivery of the subject matter of the Contract attributable to the Contractor – demand payment of a contractual penalty amounting to
0.5 per cent of the net remuneration for each week of delay, calculated from the expiry of the deadline for completion of the subject matter of the contract, but not exceeding 5 per cent of the net remuneration. The grace period is 2 weeks.
- in the event of a delay in the delivery of the technical documentation due to the Contractor's fault – demand payment of a contractual penalty amounting to 0.5 per cent of the net remuneration for each week of delay, calculated from the expiry of the deadline for the completion of the technical documentation, but not exceeding 5 per cent of the net remuneration. The grace period is 2 weeks.
- in the event of a delay in commissioning the subject of the contract due to the Contractor's fault – to demand payment of a contractual penalty amounting to 0.5 per cent of the net remuneration for each week of delay, calculated from the expiry of the deadline for commissioning and acceptance of the subject of the contract, but not exceeding 5 per cent of the net remuneration. The grace period is 2 weeks.

17.2. 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 by law.

18. Amendment of the contract – grounds

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

18.2. 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 accordingly.
e) due to a change in the contract completion date at the Contracting Authority's request, where acceptance of the subject matter of the supply is contingent upon the presence of other essential, compatible equipment and infrastructure; that is, where acceptance and verification of the correct functioning of the equipment supplied under the contract 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.

18.3. The Ordering Party 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.

18.4. 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.

18.5. 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.

18.6. Ownership of 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.

18.7. 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.

19. Governing law and jurisdiction

19.1. The Contract shall be governed by and construed in accordance with Polish law.

19.2. 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.

20. Miscellaneous provisions

20.1. The Contracting Authority hereby informs that the submission of a tender by the Tenderer does not constitute the conclusion of a contract.
20.2. The contracting authority is not an entity required to comply with the Public Procurement Law.
20.3. 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 cancellation of the procedure. In addition, the Contracting Authority shall publish relevant information in this regard on the website https://bazakonkurencyjnosci.funduszeeurop ejskie.gov.pl/.
20.4. Contractors shall have no right to claim damages from the Contracting Authority.
20.5. The Contracting Authority will reject a tender if:
- its content is inconsistent with the terms of this request for proposals,
- it is submitted after the deadline for submission of tenders.
20.6. Submission of a tender constitutes unconditional acceptance of the terms of this request for proposals, including the contents of the annexes.
20.7. The cost of preparing the tender shall be borne solely by the Tenderer.
20.8. The Tenderer shall have no claim against the Contracting Authority on the grounds that the tender has not been accepted.
20.9. The Contracting Authority will publish information on the outcome of the procedure on the website https://bazakonkurencyjnosci.funduszeeuropejskie.gov.pl.
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 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 subject matter of 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 submit, within a specified time limit, clarifications, including 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.
20.10. The contact person for this enquiry is Jakub Siemiński. Telephone: (+48) 12 652 54 37. Email: jakub.sieminski@tfkable.com
20.11. Any amendments to the request for quotation will be published on the Baza Konkurencyjności portal (https://bazakonkurencyjnosci.funduszeeuropejskie.gov.pl)
20.12. Subcontracting – The contractor may not entrust the performance of the entire contract to a subcontractor. The use of subcontractors must be notified to the Contracting Authority.
20.13. 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).

20.14. 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.

20.15. 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.

20.16. *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 11 to the request for proposals. The Tenderer undertakes to pass on this information to the individuals whose personal data it provides to the Contracting Authority in connection with the submission of the tender*

21. Conditions for participation in the procedure, exclusions

21.1. Each Tenderer may submit only one tender.

21.2. Tenders which do not meet the specified functions and technical parameters set for the subject matter of the contract, and tenders for equipment which do not meet the requirements of all the regulatory acts permitting their use in Poland (listed in Section I), shall be rejected.

21.3. 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 shall be rejected.
b) Tenders with a declared completion period for the subject of the contract exceeding 12 months will be rejected.
c) Tenders with a validity period of less than **90 days** will be rejected.

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

a) who have fulfilled their obligations regarding the payment of taxes, fees 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 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,
- 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.

21.5. 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.

21.6. 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.

21.7. 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 22.8 of this request for proposals apply to the submission of the above documents.
The contracting authority will exclude any contractor who fails to confirm that they meet the eligibility criteria.

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

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

21.8.2. 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 the gross value of the tender submitted.

21.8.3. Furthermore, the Contractor undertakes to take out and maintain, for the entire duration of the Contract, a Contractors' All Risks (CAR) insurance policy, with the sum insured amounting to at least 100 per cent of the value of the construction works.
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 that the insurance policy expires before the end of the Contract period, the Contractor is obliged to provide the Contracting Authority with a copy of the insurance document covering the subsequent period, no later than 30 days before the expiry date of the existing insurance policy.

21.9. 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 approved by the Contracting Authority, in the form of a bank guarantee (Annex 9)

c) a performance bond in a form and content approved by the Contracting Authority in the form of a bank guarantee – Annex No. 10

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 required to provide a bank guarantee for the repayment of all advance payments made in full, on a 1:1 basis, valid for 30 days from the start of the project.

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

21.10. The submission of the documents specified in points 21.8.1, 21.8.2, 21.8.3 and 21.9 is a prerequisite for the signing/performance of the contract with the Contractor.

21.11. 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 and its performance, and undertakes to provide them should their tender be selected for implementation, either prior to the signing of the contract or during its performance. Failure to provide the documents referred to above will result in the inability to sign/execute the contract with the selected Contractor.

21.12. 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 the excluded Tenderer will be deemed rejected.

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

21.13.1 The verification referred to in clause 21.13 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.

21.13.2. 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.

21.13.3. 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.

21.13.4. 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.

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

22. Criteria for the evaluation of tenders

22.1. 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 for the price
C min – the lowest price amongst the tenders submitted
C bad – price of the tender under consideration Method of awarding points
Pc = (C min/C bad) × 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 10 months

Weighting of criterion 20.

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

22.2. The most favourable tender will be the one that scores the highest number of points, calculated using the following formula:

$$P = Pc + Pt$$

22.3. 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.).

22.4. The Contracting Authority shall 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 the subject of the supply offered does not meet the required technical parameters specified in the request for tenders and the tender form, which constitutes Annex 1 to the request for tenders.

22.5. During the examination and evaluation of tenders, the Contracting Authority may ask Tenderers to provide additional clarifications regarding the tenders submitted.

22.6 Variant tenders may not be submitted. Partial tenders may not be submitted.

22.7 Once submitted, a tender is not subject to negotiation.

23. Method of submitting tenders

23.1. The deadline for submitting tenders is 27 November 2026

23.2. 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 17 November 2026. Questions and the publication of answers will take place 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/

23.3. 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).

23.4. Deviation from the method of communication specified in point 1 is permitted to the extent that it is not possible to comply with the method of communication via the Competitiveness Database. Exceptionally, it is possible to deviate from the method of communication specified in point 1, 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 preparing 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 BK 2021.

23.5. A deviation from the communication method specified in clause 23.2 is permissible 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 points 23.1, 23.2, 23.3 and 22.4

1. 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 point of contact for matters relating to the tender submitted.
2. The tender and its annexes must be drawn up in Polish or English.
3. The tender should be prepared using the attached tender form template, together with the technical specification of the subject of the supply and all the required information.
4. The bid validity period should be at least 90 days from the deadline for submission of bids.
5. Tenders submitted after the deadline will not be considered.
6. The tender must bear the date of preparation and must be signed by the Tenderer.
7. 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, together with the technical specifications of the subject of the supply,
   b) A power of attorney to submit the tender, unless this is evident from the registration documents,
   c) Annex 2 – confidentiality undertaking (NDA)
   d) Annex 3 – declaration of no personal or capital links
   e) Annex 4 – the Tenderer's declaration confirming compliance with the conditions for participation in the procedure regarding knowledge and experience
   f) Appendix 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 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.
   k) Annex 8. Template for a bank guarantee for the repayment of advance payments
   l) Annex 9. Template for a guarantee covering the rectification of defects and faults
   m) Appendix 10. Model performance guarantee
   n) Appendix 11: Information clause
   o) Appendix 12: Technical Specification for a Complete Faraday Cage Shielding System.

   Appendices 2, 5, 6, 7, 8, 9, 10, 11 and 12 must be attached and initialled.

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

Such supplements 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, 11, 12 and the documents specified in point 23.5(7) of this request for quotation.

23.6. 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 such errors do not result in material changes to its content.

23.7. The Contracting Authority shall set a deadline for the submission of 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.

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

24. Exclusions and conflicts of interest

24.1. . 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 or stock (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 linked to the through adoption, guardianship or trusteeship, or by 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 affiliations in accordance with Annex 3.

25. Annexes to the request for quotation

1. A template tender form, together with the required declarations and the technical specification of the subject of the supply.
2. Annex 2: Confidentiality undertaking – template.
3. Annex 3 – Declaration on capital links.
4. Annex 4 – Bidder's declaration confirming fulfilment of 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. Appendix 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: Model performance guarantee
11. Appendix 11: Information Clause
12. Appendix 12: Technical Specification for a Complete Faraday Cage Shielding System.