

**Purchaser:**

**KUBARA LAMINA S.A.**

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**REQUEST FOR PROPOSALS 2/CBR/2024**

In connection with the implementation of the project "Autonomous Distributed System for Countering Unmanned Aerial Vehicles on a Universal Transport Platform" which is part of the program "Development of Modern, Breakthrough Technologies for National Security and Defense" – Competition No. 4/SZAFIR/2021, KUBARA LAMINA S.A. invites offers for the following subject of the order:

4 port isolator for the L band

**I. SUBJECT OF THE ORDER**

The subject of the order is a four-port isolator in the form of a four-port circulator for L-band and two high-power loads, in accordance with Appendix No. 1 to the Request for Proposal (*"Detailed description of the subject of the order"*). The subject of the order should be free of physical and legal defects.

**II. DELIVERY DEADLINE**

The Purchaser requires that the Subject of the Order be delivered to the Purchaser's headquarters by the end of November 2025.

**III. CONDITIONS FOR PARTICIPATION IN THE PROCEDURE**

1. Contractors who meet the following conditions may apply for the order:

a. They have the necessary authorization to perform specific activities or actions, as required by applicable law.

- b. They possess the necessary knowledge and experience, as well as the technical potential and personnel capable of performing the order.
- c. They are in a financial and economic situation that ensures the execution of the order.
- d. They are not subject to exclusion from the procedure.
- e. There is no liquidation proceeding underway against them.

## 2. Grounds for Exclusion

To avoid conflicts of interest, entities that are personally linked to KUBARA LAMINA S.A. are excluded from submitting an offer. Personal links refer to mutual connections between the Purchaser or persons authorized to incur obligations on behalf of the Purchaser, or persons performing tasks related to preparing and conducting the procurement procedure, and the Contractor. These links include, in particular:

- Participation in a company as a partner in a civil or partnership company,
- Holding at least 10% of shares or stocks,
- Holding a position as a member of the supervisory or management board, attorney, or authorized representative,
- Being married or having a direct familial or affinity relationship, or a second-degree familial or affinity relationship, or through adoption, guardianship, or custodianship.

## **IV. DOCUMENTS CONFIRMING THE FULFILLMENT OF PARTICIPATION REQUIREMENTS**

1. Technical Specification of the offered delivery in accordance with the subject description in \*Appendix No. 1\* to this Request for Proposal.
2. Statement confirming fulfillment of participation conditions and lack of grounds for exclusion (Appendix No. 2 to the offer).
3. Evaluation of fulfillment of participation conditions will be conducted on a "meets/does not meet" basis:
  - a. To demonstrate the fulfillment of participation conditions and the absence of grounds for exclusion, each Contractor should submit documents confirming fulfillment of the conditions and absence of grounds for exclusion.
  - b. If these documents are not submitted with the offer, the Purchaser will request their supplementation. The documents must be provided within 3 working days from the date of the request. Failure to submit these documents will result in the rejection of the offer.

## **V. OFFER REQUIREMENTS**

1. The offer must include:

- The name and address of the Contractor (full company name, address, NIP, registration number, contact details with the person responsible for the offer),
- Description confirming the parameters specified in \*Appendix No. 1\* to the Request for Proposal (Subject Description),
- Prices stated in both net and gross values in \*Appendices No. 2\* to the Request for Proposal (Offer Form),
- Delivery deadline,
- Offer submission date,
- Offer validity period (not shorter than 30 days),
- Payment terms,
- Warranty period.

2. The offer should be submitted on the Offer Form, as provided in Appendices No. 2, in writing.

3. The Contractor must include all declarations and other required documents confirming compliance with the participation conditions outlined in the Request for Proposal.

4. The offer should be signed by an authorized representative of the Contractor, with all pages initialed. If the signatory's authority is not evident from the attached registration document, a power of attorney (either original or notarized copy) must be included.

5. The content of the submitted offer must fully correspond to the Request for Proposal.

6. Any corrections to the offer must be initialed by the person signing the offer.

7. Offers may be submitted in Polish złoty or in EURO or in USD.

8. Partial offers will not be accepted.

9. Each Contractor may submit only one offer.

10. No documents forming part of the offer, including original documents, will be returned by the Purchaser.

## **VI. OFFER BINDING PERIOD**

1. The offer binding period is 30 days.

2. In justified cases, the Purchaser may extend the offer binding period to 60 days.

## **VII. OFFER SUBMISSION DEADLINE AND PLACE**

The offer should be submitted in writing via post, courier, or in person to the Purchaser's address: KUBARA LAMINA S.A., Puławska 34, 05-500 Piaseczno, marked with "Request for Proposal 2/CBR/2024" or via email to [sekretariat@kubaralamina.com](mailto:sekretariat@kubaralamina.com) with the subject "Request for Proposal 2/CBR/2024".

1. **The preliminary offer must be received by December 18, 2024, by 11:59 PM.** Late submissions will be rejected.
2. The submission deadline is considered the date and time the offer reaches the Purchaser's Secretariat, not the date of submission at the post office or with another operator.
3. During the evaluation process, the Purchaser may request clarification of the submitted offers, which must be provided within 3 working days. Requests for clarification will be sent electronically to the email address indicated in the offer.

## **VIII. SELECTION CRITERIA**

1. The Purchaser will evaluate offers based on the following criteria:
  - a. Verification of compliance of the parameters declared in the offer with the technical requirements specified in Appendix No. 1 ("Detailed Description of the Subject of the Order"):
    - If differences are deemed acceptable by the Purchaser, further clarification questions will be sent to the Contractor with a response deadline of up to 3 days.
    - If differences are considered disqualifying by the Purchaser, the offer will be rejected.
  - b. For offers deemed compliant with Appendix No. 1, invitations for price negotiations will be sent to the submitting Contractors.
  - c. Price negotiations.
  - d. Selection of the most cost-effective offer.

## **IX. PRICE CALCULATION METHOD**

1. The offer price is the gross price calculated by adding the VAT rate to the net price. The Contractor is obliged to apply the VAT rate in accordance with the applicable regulations of the Act of March 11, 2004, on goods and services tax (consolidated text: Journal of Laws 2016, item 710, as amended).
2. The offered price will be a lump sum (defined according to Article 632 of the Civil Code) and will not be subject to change.

3. The offered price must be provided in both numerical and written form. In case of discrepancies between the price stated in words and the price given in figures, the price stated in words will be considered binding of discrepancies, the price stated in words will prevail.
4. Payments will be made in Polish zloty (PLN) or Euro, rounded to two decimal places.
5. The offer price should reflect the total remuneration for the Contractor for the proper execution of the contract. This includes the sum of all elements related to the subject of the order, including delivery costs.

## **X. PAYMENT TERMS**

The payment will be a one-time payment made by bank transfer to the Contractor's bank account within 14 days.

## **XII. CONTRACT TERMS**

The Purchaser reserves the right to make changes to the terms of the concluded contract compared to the offer based on which the Contractor was selected, in the following cases:

1. Termination of the contract if the Purchaser's contract with the National Centre for Research and Development (NCBR) is terminated.
2. Changes to the schedule for contract execution resulting from the terms of the contract between the Purchaser and NCBR if this contract is amended after the award of the order.
3. Changes to the essential terms of the contract compared to the offer are permissible if they are beneficial to the Purchaser and were not foreseeable at the time of signing the contract. Furthermore, such changes may be made in particular when:
  - There is a change in the generally applicable laws that affects the execution of the contract;
  - Discrepancies or ambiguities arise in the contract that cannot be resolved in other ways, and the change will allow for resolving these discrepancies and clarifying the contract to ensure its unambiguous interpretation by both parties.

## **XIII. CONDITIONS FOR CANCELLING THE PROCEDURE**

The Purchaser may cancel the procedure in the following cases:

1. If no application for admission to participate in the procedure or no offers have been submitted.

2. If all submitted applications or offers have been rejected.
3. If the price or cost of the most advantageous offer or the offer with the lowest price exceeds the amount the Purchaser intends to allocate for financing the order, unless the Purchaser can increase this amount to match the price or cost of the most advantageous offer.
4. In the case of termination of the contract with NCBR, resulting in the denial of grant funds intended to finance the order.
5. If there is a significant change in circumstances, making it impossible to conduct the procedure or execute the order in the public interest, and this could not have been foreseen.
6. If NCBR does not approve the execution of the order components by the selected Contractor.
7. The Purchaser reserves the right to cancel the procedure due to significant changes in circumstances that make it contrary to the Purchaser's interests to continue the procedure or execute the order.