

POLSKA WYTÓRNI PAPIERÓW WARTOŚCIOWYCH S.A. with its registered office in Warsaw at the following address: ul. R.Sanguski 1, 00-222 Warszawa, entered into the register of entrepreneurs under KRS number 0000062594 by the District Court for the capital city of Warsaw, 12th Economic Division of the National Court Register, with share initial capital in the amount of PLN 130 650 380.00, paid-in capital in the amount of PLN 130 650 380.00, and holding taxpayer identification number NIP 525-000-10-90.

**TERMS OF REFERENCE  
HEREINAFTER "TOR"  
NO. NW-230-054/24/AR**

**PURCHASE OF 4 MIMAKI CJV 150-75 PRINTING AND CUTTING PLOTTERS**

**I. CONTRACT AWARD PROCEDURE**

1. The procedure will be carried out pursuant to the requirements laid down in these TOR.  
The procedure comprises the following stages:

**STAGE I:**

- 1) Submitting preliminary tenders within the deadline specified in paragraph IX of these TOR via the eB2B procurement platform.
- 2) Preliminary tenders should be prepared according to the requirements defined in these TOR, in particular:
  - in accordance with the requirements regarding the method of preparing and submitting tenders, specified in paragraph VII,
  - with due regard to the list of declarations specified in the paragraph V.

The Contracting Authority reserves the right to approve or reject the tenders submitted for technical reasons.

**STAGE II:**

Suppliers, whose offers will be accepted in formal and substantive terms will be invited to submit final tenders. The deadline for submission of final tenders will be announced at a later date. The Contracting Authority reserves the right to proceed with an electronic negotiations on the eB2B procurement platform.

2. Provisions of the Public Procurement Law dated 11 September 2019 shall not apply to this procurement procedure.

**II. SUBJECT-MATTER OF THE CONTRACT**

1. The subject-matter of the contract shall be the **purchase of 4 MIMAKI CJV 150-75 printing and cutting plotters**.
2. The specification of the subject-matter of the contract is set out in Appendix 1 to these TOR.

**III. TIMEFRAME AND VENUE OF PERFORMING THE CONTRACT**

1. The Contracting Authority requires the Contractor to complete the contract **as soon as possible**.
2. The place of delivery shall be PWPW S.A., Warsaw, 30 Karczunkowska Street, Poland.

#### **IV. EXCLUSIONS FROM THE PARTICIPATIONS IN THE CONTRACT AWARD PROCEDURE**

The following parties are excluded from the contract awarding procedure:

1. Suppliers or Contractors who, within the last 3 years before commencing the tender procedure, caused damage by failing to execute an order placed by PWPW S.A. or by executing it improperly, and this damage has not been voluntarily rectified by the date of commencing the tender procedure of beginning this procedure.
2. Suppliers or Contractors, including natural persons, partnerships and legal persons who are known to be acting in breach of the law, are untrustworthy or unreliable.
3. Suppliers or Contractors who have been found to have provided false information of relevance to the case.
4. Suppliers or Contractors whose current members of the authorities/bodies have been validly convicted of an offence of:
  - a) committed for the purpose of financial gain,
  - b) committed in connection with a public procurement procedure conducted under the Act of 11.09.2019. Public Procurement Law,
  - c) against the rights of persons performing gainful employment,
  - d) bribery,
  - e) against economic turnover,
  - f) fiscal offence or an offence of participation in an organised group or association aimed at committing a fiscal offence.

#### **V. LIST OF DECLARATIONS REQUIRED FROM TENDERERS**

When joining this contract awarding procedure the Tenderer is obliged to submit representations that:

1. It has the right to be a party to legal transactions.
2. It has the licences necessary to provide services within the framework set forth in this contract awarding procedure, as well as the necessary knowledge, experience, economic and technical potential, and personnel capable of performing the contract.
3. It is not excluded in accordance with paragraph IV of these TOR.
4. Its financial situation ensures that the contract will be performed. If the Tenderer's tender is approved as a result of meeting the technical requirements, the Tenderer shall submit documents confirming its economic credibility (declarations, certificates or other documents).
5. It undertakes to maintain secrecy of technical, technological, organisational, and other information of the Contracting Authority that it may obtain in the course of preparing the tender and working for the Contracting Authority, and whose disclosure without the Contracting Authority's consent might cause damage to the Contracting Authority (this obligation also applies to the Contractor's employees and its subcontractors both during the preparation of the tender and after the resolution of the contract awarding procedure).
6. It has familiarised itself with the detailed description of the subject-matter of the contract laid down in paragraph II of these TOR and the price included in the submitted tender covers all outlays and works necessary for proper execution of the contract in accordance with the Contracting Authority's requirements specified in these Terms of Reference as well as legal regulations and standards binding in the Republic of Poland.
7. In the case of its tender being selected it will observe the regulations in force at the Contracting Authority's premises, and in particular the regulations concerning control of access of individuals and materials, as well as OSH and environmental protection regulations.
8. Is not subject to exclusion under the rules indicated in the provisions of the Law of 13 April 2022 on special solutions to prevent support for aggression against Ukraine and to protect national security.
9. It unconditionally accepts these TOR.
10. The subject-matter of the Contractor's tender meets all technical requirements set forth in these TOR.
11. Submitting the above representations is a condition that must be met in order to join this procedure. Failure to submit the representations will be deemed to be rejection of the Supplier's tender.

## **VI. DOCUMENT FORWARDING AND COMMUNICATION BETWEEN THE CONTRACTING AUTHORITY AND THE TENDERERS**

1. The Contracting Authority and the Tenderers shall send all documents (declarations, requests, notices, information etc.) in electronic format via the eB2B procurement platform, unless the Contracting Authority agrees to another format.
2. A document shall be deemed as submitted on time if its contents reached the Contracting Authority before the deadline for submitting the given document elapses.
3. The following person has been authorised for contacts with Tenderers: Aneta Roślińska, e-mail: [a.roslinska@pwpw.pl](mailto:a.roslinska@pwpw.pl).
4. Each Tenderer may request that the Contracting Authority provide additional clarifications regarding the contents of these TOR. Tenderers may submit such questions via eB2B procurement platform.
5. The Contracting Authority reserves the right to answer questions to this procedure, which will be sent to the Contracting Authority up to 3 working days before the deadline for submission of tenders (paragraph IX of these TOR).
6. In special cases the Contracting Authority may modify the contents of these TOR before the deadline for submitting tenders elapses. The changes made by the Contracting Authority shall be communicated directly to all Tenderers.

## **VII. TENDER VALIDITY**

1. Tenderers shall be bound by their tenders for 60 days.
2. The tender validity period for tenders commences from the deadline for submitting these tenders.

## **VIII. PREPARING AND SUBMITTING TENDERS**

1. Tenderers are obliged to carefully read the information presented in these TOR and submit their tenders in line with the requirements set forth herein.
2. The Contracting Authority expects that the Tenderers will cover all of the requirements included in these TOR and also demands that the Tenderers supplement or make the above requirements more specific if, in the opinion of a Tenderer acting with due diligence and skill, such supplementation or making the requirements more specific is advisable or necessary.
3. Tenderers shall bear all costs associated with preparing and submitting their tenders, irrespective of the procedure's result.
4. Tenders are to be prepared in Polish or English in durable and legible form.
5. Tenders must be signed by a person or persons authorised to represent the Tenderer and incur liabilities in the amount corresponding to the price quoted in the tender pursuant to the extract from the relevant register or record, or signed by a person empowered by the authorised persons, and in such a case the power of attorney must be attached to the tender.
6. Tenderers may modify or withdraw the tenders submitted, provided that they do so before the lapse of the deadline for submitting tenders.
7. Information constituting the Tenderer's trade secret must be submitted in such a way as to enable the Contracting Authority to easily identify the scope of the information covered by secrecy.
8. The contents of the tender must include:
  - 1) description of the device,
  - 2) the net and gross price in PLN or in Euro (including all costs of the performance of the subject of the contract under the terms and conditions specified in these TOR),
  - 3) proposed terms and conditions of payment,
  - 4) timeframe for performing the contract.
9. Appendices to the tender:

- 1) up-to-date (no older than 3 months) true copy of the relevant register or a certificate of entry in the relevant register,
- 2) declarations of the Contractor indicated in item V of these TOR.

#### **IX. VENUE AND DEADLINE FOR SUBMITTING TENDERS, DATE OF OPENING THE TENDERS**

1. The preliminary tenders must be sent **by 22 April 2024 at 15:00 via eB2B procurement platform**.
2. Tenders delivered after the deadline will not be considered.
3. Tenders shall be opened at the Contracting Authority's offices without the Contractors' participation.

#### **X. CRITERIA OF EVALUATION AND SELECTION OF THE WINNING TENDER**

1. The Contracting Authority shall select the most advantageous tender from among all the tenders that meet the formal and technical requirements by the criteria: Price – 100%.

#### **XI. TERMS AND CONDITIONS OF CONTRACT EXECUTION**

1. The contract will be concluded with the selected Contractor on the date specified by the Contracting Authority, within the period of binding tender.
2. The selected Contractor shall be obliged to conclude a contract with the Contracting Authority with the content consistent with the Standard Draft Contract, provided that the Standard Draft Contract is annexed to these specifications.

#### **XII. FINAL PROVISIONS**

1. The Contracting Authority reserves the right to do any of the following at any time:
  - 1) to change the terms and conditions of the contract awarding procedure or the contents of these TOR,
  - 2) to close the procedure without selecting or accepting any of the tenders received,
  - 3) to invalidate the results of the procedure without stating the reason,
  - 4) to repeat e-Tendering in case of system misconfiguration.
2. The terms and conditions of these TOR shall be equally binding upon all Tenderers applying for the contract.
3. Tenderers' commercial terms and conditions shall be binding only if they are expressly accepted in writing by the Contracting Authority during this procedure.
4. The Contracting Authority informs that an Integrated Management System is in force on its premises with regard to the quality of products and services, the environment and occupational health and safety

#### **APPENDICES**

1. Appendix no. 1 – Technical specification

## **Appendix No. 1**

### **Appendix no. 1 “Technical Specification”**

#### **MIMAKI CJV 150-75 printing and cutting plotters – 4 units**

##### **1. Functional requirements:**

- MIMAKI CJV 150-75 printing and cutting plotters;
- Minimum print and cut width 310 mm;
- Printed material: roll-to-roll, PC films, PVC;
- Software: RIP RasterLink, FineCut, Simple Studio (current versions compatible with the above-mentioned plotter);
- Ability to create multiple settings for different products in the device operating software;
- Minimum expected print throughput: 3.5 m<sup>2</sup>/h;
- Set of SS21 solvent starter inks, 440 ml capacity;
- Possibility of using user substitutes, while retaining the mechanical warranty on the plotter, after installation (exclusion of printhead warranty acceptable);
- Availability of consumables;
- Operator interface in Polish. If this is not possible, please provide a justification and include a translation of the key operator menu messages needed to operate the device.

##### **2. IT/OT requirements:**

- Devices are to be compatible with PC class computers, software compatible with Windows min. 10 LTSC x64. Communication using wireless protocol is not allowed. Required to be able to operate without connecting devices to the Internet.

##### **3. Warranty requirements:**

- Warranty for the device: at least 24 months;
- Response time to notification: up to 28 hours;
- Repair time: up to 120 hours;
- Spare parts availability period: 10 years;
- Warranty inspections included in the price of the device - every 12 months (2 inspections during the warranty period).

##### **4. Requirements related to delivery and foundation:**

- Installation and start-up;
- Place of delivery: Polish Security Printing Works S.A., Warsaw, 30. Karczunkowska Street.

##### **5. Functional acceptance requirements:**

- Installation and start-up of the device after delivery by the Supplier;
- Connecting the device and installing the software by the Supplier under the supervision of the Ordering Party;
- Functional tests: performing the printing process, testing the settings of various products, verifying print quality;
- Performance tests;
- The acceptance of the device will be confirmed with an Acceptance Report.

##### **6. Documentation requirements:**

- The device operation and maintenance manual must be delivered in paper form in Polish and on an electronic medium;

- Declaration of conformity and CE marking – in Polish.

## **7. Environmental requirements (optional):**

- The packaging in which the device will be delivered should be made of materials that are suitable for recycling (the Waste Act and EU requirements);
- Service, replacement of components, etc., should be provided to extend the lifetime of the order item. The subject of the contract should have the lowest possible environmental impact;
- The Supplier is obliged to incur any fees for the use of the environment in connection with the scope of the subject of the contract, as well as taking into account environmental protection in accordance with the applicable Environmental Protection Law;
- In the case of introducing the subject of the order directly from abroad to the Polish market, if applicable, it is necessary to specify the quantity and type of electrical and electronic equipment (separately, as not being an integral part of the subject of the order), batteries and accumulators, the quantity and type of oil and refrigerants - if applicable, as well as the type and weight of individual packages in which the subject of the order will be delivered.

## **8. OHS requirements:**

- The device must be manufactured in accordance with the applicable requirements in this regard in the EU, including Directive 2006/42/EC of the European Parliament and of the Council of May 17, 2006 on machinery, amending Directive 95/15/EC, and must meet the requirements of harmonized standards;
- Marking of the device - the rating plate as well as the CE marking must be made in a visible, legible and durable way - it can in no way be an adhesive label;
- Descriptions on the device must be made in Polish, in accordance with the current Polish Language Act;
- Markings in the form of pictograms, must be made in accordance with the standards in force in the EU and Poland;
- The interface from the user level of the device must be made in Polish;
- The emergency stop elements must be red, and the background outside the control element should be yellow. The main switch of the machine should be properly described.

## **9. Training:**

- Training on the operation of the device and how to solve basic problems.