





Request for Quote Equipped RADAR anechoic test chamber

RFQ No.: 001/MG/0714

This purchase is a part of a project for which Miranda Sp. z o.o has been granted a subsidy by the European Union.

Customer Name:

Miranda Sp. z o.o.

Customer Address:

ul. Jedwabnicza 1

62-700 Turek

Poland

Customer contact:

Name:

Martin Gwizd

Phone:

+48 72 555 0303

Email:

mgwizd@miranda.pl

Closing date:

14-08-2014

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I. Introduction

1.0 Objective

Miranda Sp. z o.o. (hereinafter referred to as "The Customer") intends to acquire a complete *Equipped RADAR anechoic test chamber* for its facility located at *ul. Jedwabnicza 1, 62-700 Turek, Poland*. The Customer here-within requests proposals for the installation, testing, and acceptance of the *System* described in the attached specifications and drawings by interested persons (hereinafter known as "The Vendor"). Prices quoted shall be all-inclusive and represent complete installation at the sites shown on the attached drawings and in the attached specifications. The Vendor shall be responsible for all parts, labor, and all other associated apparatus necessary to completely install, test, and turnover for acceptance to The Customer the *System* detailed herein.

1.1 Schedule of Events

The following is the schedule of events for this project. The schedule may change depending on the results of the responses and a final schedule will be established prior to contracting with the successful Vendor.

E	ven	t	Date	
	1.	Release of RFQ	11-07-2014	
	2.	Q&A final answers	08-08-2014	
	3.	Response from Vendors	14-08-2014	
	4.	Evaluation of Responses	22-08-2014	
	5.	Contract Award	01-09-2014	
	6.	Installation Complete	07-11-2014	
	7.	End-to-End Testing	10-11-2014	
	8.	Review of Testing	11-11-2014	
	9.	Acceptance by The Customer	12-11-2014	

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II. Terms and Conditions of Request for Quote (RFQ)

2.0 **Response Submission**

Responses to this RFQ must be submitted in sealed packages and delivered by either express delivery, or personally on or before 14-08-2014 12:00, to The Customer, ul. Jedwabnicza 1, 62-700 Turek, Poland. The response packages will be opened at 12:00 on 22-08-2014. It is the sole responsibility of the respondents to ensure that their responses arrive in a timely manner. The Customer reserves the right to reject all late arrivals. The Vendor must submit Three (3) copies of the response.

2.1 Costs Associated with Preparation of the Vendor's Response

The Customer will not be liable for any cost incurred by the respondents in preparing responses to this RFQ or negotiations associated with award of a contract.

2.2 **Interpretation and Additional Information**

2.2.1 Interpretations, Corrections, and/or Changes

Any interpretation, correction, or change of the RFQ will be made by an ADDENDUM. Interpretations, corrections, or changes to the RFQ made in any other manner will not be binding, and The Vendors shall not rely upon such interpretations, corrections, or changes. Interpretations, changes, or corrections will be issued by The Customer. Addenda will be posted on the Customers website. Addenda will be issued as expeditiously as possible. It is the responsibility of The Vendors to determine whether all addenda have been received.

2.2.2 Addenda

It will be the responsibility of all respondents to contact The Customer prior to submitting a response to the RFQ to ascertain if any addenda have been issued, and to obtain any and all addenda, execute them, and return addenda with the response to the RFQ.

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2.3 **Questions**

Questions regarding this RFQ must be submitted in writing or e-mail prior to deadline. Questions must be received by The Customer not later than 12:00 GMT 14-07-2014 or the questions will be considered null and void. Responses to all questions received in proper time frames will be made in writing and published on the Customers website.

2.4 **Proposal Binding Period**

Prices quoted in The Vendor's response will remain in effect for a period of at least **ninety (90)** business days from the issuance date of The Vendor's response.

2.5 **Omissions**

Omission in the proposal of any provision herein described shall not be construed as to relieve The Vendor of any responsibility or obligation requisite to the complete and satisfactory delivery, operation, and support of any and all equipment or services.

2.6 Warranty

Materials and workmanship hereinafter specified and furnished shall be fully guaranteed by The Vendor according to the compliance matrix from transfer of title against any defects. Defects which may occur as the result of faulty materials or workmanship within this period after installation and acceptance by The Customer shall be corrected by The Vendor at no additional cost to The Customer. The Vendor shall promptly, at no cost to The Customer, correct or re-perform (including modifications or additions as necessary) any nonconforming or defective work or equipment within the warranty period after completion of the project. The period of The Vendor's warranty(ies) for any items herein are not exclusive remedies, and The Customer has recourse to any warranties of additional scope given by The Vendor to The Customer and all other remedies available at law or in equity. The Vendor's warranties shall commence with acceptance of/or payment for the work in full.

If The Vendor procures equipment or materials under the Contract, The Vendor shall obtain for the benefit of The Customer equipment and materials warranties against defects in materials and workmanship to the extent such warranties are reasonably obtainable.

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The Vendor shall pass along to The Customer any additional warranties offered by the manufacturers, at no additional costs to The Customer. This warranty shall in no manner cover equipment that has been damaged or rendered unserviceable due to negligence, misuse, acts of vandalism, or tampering by The Customer or anyone other than employees or agents of The Vendor. The Vendor's obligation under its warranty is limited to the cost of repair of the warranted item or replacement thereof, at The Vendor's option. Insurance covering said equipment from damage or loss is to be borne by The Vendor until full acceptance of equipment and services.

2.7 Inspection, Acceptance, and Title

Inspection and Acceptance will be at destination and upon successful installation unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful Vendor until acceptance by The Customer, unless loss or damage results from negligence by The Customer. If the materials or services supplied to The Customer are found to be defective or do not conform to the specifications, The Customer reserves the right to cancel the contract upon written notice to The Vendor and return products at The Vendor's expense, based upon the terms of the Contract.

The Customer shall at all times have access to the work wherever it is in preparation or progress, and The Vendor shall provide proper facilities for such access and for inspection.

The Vendor shall not close up any work until The Customer has inspected the work. Should The Vendor close up the work prior to inspection by The Customer, The Vendor shall uncover the work for inspection by The Customer at no cost to The Customer, and then recover the work according to the specification contained herein.

The Vendor shall notify The Customer in writing when the work is ready for inspection. The Customer will inspect the work as expeditiously as possible after receipt of notification from The Vendor.

2.8 Price Quotations

Price quotations are to include the furnishing of all materials, equipment, maintenance and training manuals, tools, and the provision of all labor and services necessary or proper for the completion of the work, except as may be otherwise expressly provided in the Contract Documents. The Customer will not be liable for any costs beyond those proposed herein and awarded. Time and materials quotes will be unacceptable. The Vendor shall include all applicable sales, consumer, use, and other similar taxes in the price quotations.

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In case of discrepancy in computed proposal prices, the lowest combined value of individual unit's costs shall prevail.

2.9 Price Stability

Contract prices and discounts shall be fixed at the time of contract approval by The Customer and The Vendor. In the event of price changes, replacement equipment shall be purchased at the lower of contract or then current market price. In no case shall a price higher than contract price be paid for equipment proposed.

2.10 Variation in Quantities and Configurations

Equipment and capacity requirements are the best estimates currently available. The Customer reserves the right to modify quantity and configuration requirements. The Vendor agrees to sell The Customer the revised quantity of items at the unit price as stated in the RFQ regardless of quantity changes.

2.11 Prime Vendor

In the event multiple Vendors submit a joint response to this RFQ, a single Vendor shall be identified as the Prime Vendor. Prime Vendor responsibilities shall include performing overall project administration and serving as a focal point for The Customer to coordinate and monitor plans and schedules, maintain project budget and status information, administer changes required, preside over other Vendors participating or present at The Customer meetings, and oversee preparation of reports and presentations. Prime Vendor shall also prepare and present a consolidated invoice for work performed. The Customer shall issue only one (1) payment for each consolidated invoice. Prime Vendor shall remain responsible for performing tasks associated with installation and implementation of Prime Vendor's portion of the contract.

2.12 Patents and Royalties

The Vendor, without exception, shall indemnify and hold harmless The Customer and its employees from any liability of any nature or kind, including costs and expenses for, or on account of, any trademarked, copyrighted, patented, or non-patented invention, process, or article manufactured or used in the performance of the Contract, including its use by The Customer. If The Vendor or subcontractor uses any design, device, or materials covered by letters, patent, trademark, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

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2.13 Indemnification

The Vendor shall indemnify and hold harmless The Customer, its agents, and employees from or on account of any injuries or damages, received or sustained by any person or persons, during or on account of any operation connected with this Contract; or by consequence of any negligence (excluding negligence by The Customer, its agents, or employees) in connection with the same; or by use of any improper materials or by or on account of any act or omission of said Vendor or its subcontractors, agents, servants, or employees. The Vendor further agrees to indemnify and hold harmless The Customer, its agents, or employees, against claims or liability arising from or based upon the violation of any federal, state, county, city, or other applicable laws, bylaws, ordinances, or regulations by The Vendor, its agents, associates, or employees.

The indemnification provided above shall obligate The Vendor to defend at its own expense or to provide for such defense, at The Customer's option, of any and all claims of liability and all suits and actions of every name and description that may be brought against The Customer which may result from the operations and activities under this Contract whether the installation operations be performed by The Vendor, subcontractor, or by anyone directly or indirectly employed by either.

The award of this Contract to The Vendor shall obligate The Vendor to comply with the foregoing indemnity provision; however, the collateral obligation of insuring this indemnity must be complied with as set forth.

2.14 Failure to Complete and Liquidated Damages

Because the actual damages for delay in completion are impractical to determine, the successful Vendor and its sureties shall be liable for and shall pay to The Customer stipulated and fixed, agreed, and liquidated damages the sum of One Thousand (Euro. 1,000.00) for each calendar day of delay beyond the scheduled implementation date until all work is completed and accepted.

2.15 Bids will be evaluated as follows:

- 1. Compliance with bid documents
- 2. Completeness of bid
- 3. Delivery and installation schedule
- 4. Warranty conditions
- Price

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2.16 **Right to Reject**

The Customer reserves the right to reject all bids. Responses should be submitted initially with the most favorable terms that The Vendor can propose.

2.17 Special Conditions

This facility is an administrative facility that provides services to the clients of The Customer. As such, activities in all buildings are critical to the provisioning of services to the clients and shall not be interrupted by The Vendor's work activities.

The Vendor will be required to work around all of the conditions listed above, as well as working with The Customer staff to minimize disruptions to normal Customer activities.

2.18 Cancellation

In the event provisions of this RFQ are violated by The Vendor, The Customer may give written notice to The Vendor stating the deficiencies. Unless deficiencies are corrected within five (5) working days, recommendations will be made to The Customer for immediate cancellation. The Customer reserves the right to terminate immediately any contract resulting from this RFQ for failure to correct deficiencies.

2.19 Results

The Customer reserves the right to contact the selected Vendor and not publish the results of this enquiry.

2.20 Advertising

The Vendor agrees not to use the results from this RFQ as a part of any commercial advertising without prior written approval of The Customer.

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3.0 **General Information**

The Customer would like to emphasize that it is very important that all potential bidders on a regular basis monitor The Customers homepage for procurement, www.miranda.pl in order to get access to possible clarifications of the enquiry documentation, cancellations, questions and answers and all other information relating to this enquiry. The Customer is only responsible for the correctness and accuracy of the documentation published on The Customer's homepage for this enquiry.

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