

**The person to whom the Intermediate Body will provide 50% or less of funds from NRFA
(hereinafter referred to as “the Contracting Entity”):
Herman Slovakia Production s.r.o., Nĕmcovej 30, 042 18 Košice**

Call for bids

within the contract awarding process (*contract above EUR 100,000 excluding VAT*) according to the currently applicable Handbook on public procurement procedure for demand-oriented projects and national projects of the Operational Programme Integrated Infrastructure under the authority of the Ministry of Economy of the Slovak Republic, version 3.3, published on 18 November 2018 on the website www.opvai.sk (hereinafter referred to as “the Handbook”). This Call for bids is published on the website of the Contracting Entity.

Scope of the Contract:

“Supply of an automated and robotised production line for the manufacturing of ceramic grain cutting abrasive tools with diameters of 115 mm and 125 mm”

Bc. Miroslava Kvetková
Herman Slovakia Production s.r.o. – managing director

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Herman Slovakia Production s.r.o., Nĕmcovej 30, 042 18 Košice**

1. IDENTIFICATION OF THE PERSON, TO WHOM THE INTERMEDIATE BODY WILL AWARD 50% OR LESS OF FUNDS FROM NRFA (HEREINAFTER REFERRED TO AS “THE CONTRACTING ENTITY”)

Name of the Contracting Entity: Herman Slovakia Production s.r.o.

Registration number (IČO): 44 986 823

Contracting Entity's registered office: Nĕmcovej 30, 042 18 Košice

Contact details for the Contracting Entity:

Contact address: Herman Slovakia Production s.r.o., Mokrá Lúka 226, 050 01 Revúca

Country: the Slovak Republic

Contact person: Bc. Miroslava Kvetková

Telephone number: +421 903 576 603

E-mail: kvetkova@herman.sk

Website: www.herman.sk

2. SCOPE OF THE CONTRACT AND ESTIMATED VALUE OF THE BUDGETARY EXPENDITURE ON THE ACQUISITION OF THE SCOPE OF THE CONTRACT

2.1 Name of the Scope of the Contract: Supply of an automated and robotised production line for the manufacturing of ceramic grain cutting abrasive tools with diameters of 115 mm and 125 mm

2.2 Nomenclature

42000000-6 Industrial machinery

42419000-6 - Parts of lifting and handling equipment

42636100-4 - Hydraulic presses

44611600-2 - Reservoirs

42990000-2 - Miscellaneous special-purpose machinery

48921000-0 - Automation system

51500000-7 - Installation services of machinery and equipment

60000000-8 - Transport services (excl. Waste transport)

2.3 Brief description of the Scope of the Contract

The Scope of the Contract is the supply of 1 pc of automated and robotised production line for the manufacturing of ceramic grain cutting abrasive tools with diameters of 115 mm and 125 mm. The automated and robotised production line must be able to produce cutting tools from ceramic grains and the compacting process must be done as a multi-stage compacting. The automated and robotised production line must allow for operation of the machine in an automatic cycle and it must be able to check the weight of each produced tool, compare it with a set value, and reject produced tools which do not comply with set tolerances.

The automated and robotised production line must mainly perform the following activities:

- insert the bottom fiberglass nets into the pressing moulds
- instruct to transfer the ceramic grain abrasive mixture into the pressing moulds
- insert the top fiberglass nets, labels, and central rings into the pressing moulds
- instruct to start the compacting process
- remove the compacted abrasive tools and place them onto a central conveyor belt

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A statistical digital data collection of production data must provide the operators with a detailed overview of current and historical production data, at least including the number of manufactured products, the net production time and downtime, in the form of a report displayed on the screen of the machine.

Machine maintenance prediction on the basis of continuous assessment of operational data must at least determine the maintenance time for the individual parts of the line.

A more detailed specification of the Scope of the Contract can be found in Appendix 1 - Specification of the Scope of the Contract, which constitutes an integral part of this Call for bids, as well as in Appendix 3 - Purchase Agreement, which constitutes an integral part of this Call for bids.

2.4 Estimated value of the budgetary expenditure on the acquisition of the Scope of the Contract:
EUR 6,599,166.67 excluding VAT

The estimated value of the budgetary expenditure on the acquisition of the Scope of the Contract was determined by the Contracting Entity on the basis of market investigation. The estimated value of the budgetary expenditure on the acquisition of the Scope of the Contract is also the maximum value of the performance of the Purchase Agreement which shall be the result of this contract awarding process. In the event that all bids are above the estimated value of the budgetary expenditure on the acquisition of the Scope of the Contract, the Contracting Entity reserves the right to cancel the contract awarding process or will simply cancel this contract awarding process.

3. DIVISION OF THE SCOPE OF THE CONTRACT

3.1 The Scope of the Contract is not divided into parts.

3.2 Justification of the non-division of the Scope of the Contract into parts:

The Scope of the Contract constitutes a single functional logical unit – one worksite of an automated and robotised production line – therefore, the Scope of the Contract is logically indivisible. The scale of the Scope of the Contract is a scale comprehensively supplied by relevant suppliers on the market.

3.3 A potential candidate may submit a bid for the entire requested scale of the Scope of the Contract. By submitting a bid, the candidate becomes a tenderer.

4. VARIANT SOLUTION

4.1 It is not allowed to submit a variant solution.

4.2 If a bid includes a variant solution, the variant solution shall not be included in the evaluation and it shall be deemed as not submitted.

5. PLACE AND DEADLINE FOR SUPPLY OF THE SCOPE OF THE CONTRACT

5.1 Place of supply of the Scope of the Contract
Herman Slovakia Production s.r.o., Mokra Luka 226, 050 01 Revuca

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5.2 Deadline for supply of the Scope of the Contract: 480 calendar days from the day of entry into force of the Purchase Agreement.

6. SOURCE OF FUNDS

The Scope of the Contract shall be funded from the European Union funds and from the Contracting Entity's own funds. Code of the Call: OPVai-MH/DP/2018/1.2.2-21

7. TYPE OF CONTRACT AND TYPE OF AGREEMENT

7.1 Type of Contract: a goods supply contract.

7.2 The Contracting Entity shall conclude a Purchase Agreement with the successful tenderer in this contract awarding process, according to Appendix 3 – Purchase Agreement, which constitutes an integral part of this Call for bids.

8. BID COMMITMENT PERIOD

A bid submitted within this contract awarding process shall be binding until: 30 September 2021

9. INSPECTION OF THE PLACE OF SUPPLY OF THE SCOPE OF THE CONTRACT

An inspection of the place of supply of the Scope of the Contract is not necessary. Should you be interested in carrying out an inspection of the place of supply of the Scope of the Contract, please contact the contact person: Bc. Miroslava Kvetková, telephone number: +421 903 576 603, e-mail: kvetkova@herman.sk

10. COSTS AND EXPENSES ASSOCIATED WITH PREPARING AND SUBMITTING A BID

10.1 All costs and expenses associated with the preparation and submission of a bid shall be borne by the potential candidate, who shall have no financial claims against the Contracting Entity.

10.2 Bids delivered to the address of the Contracting Entity within the bid submission period shall not be returned to the tenderers. They shall be kept as part of the documentation for this contract awarding process.

11. THE METHOD OF SUBMITTING AND MARKING BIDS

11.1 The Contracting Entity requires all bids to be submitted in writing to the address specified in point 12.1

11.2 The following information must be stated on the envelope containing the bid in writing:

11.2.1 the name and address of the Contracting Entity specified in point 1 of this Call for bids,

11.2.2 the name and address of the potential candidate,

11.2.3 the heading: “Bid - Supply of a production line - do not open”

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Example of a filled-out envelope:

The name and address of the potential candidate the heading: “Bid - Supply of a production line” Herman Slovakia Production s.r.o. Mokr Lka 226 050 01 Revca

12. PLACE AND DEADLINE FOR BID SUBMISSION

12.1 The bid must be delivered to the following address:

**Herman Slovakia Production s.r.o.
Mokr Lka 226
050 01 Revca**

The bid may be delivered in person, by post or courier service to the address specified above.

If the bid is delivered in person, the potential candidate shall be issued a confirmation of receipt of the bid.

12.2 The bid submission deadline is **10 February 2021, 12:00**

Bids submitted after the deadline shall not be accepted.

13. OPENING, ASSESSMENT, AND EVALUATION OF BIDS

The Contracting Entity shall open and assess bids delivered by potential suppliers before the bid submission deadline and in the manner specified in point 11 of this Call for bids. The opening and assessment of bids shall be non-public. The Contracting Entity shall first evaluate the bids in terms of their compliance with the content criteria according to point 18 of this Call for bids and in terms of their compliance with the requirements for technical parameters of the Scope of the Contract listed in Appendix 1 of this Call for bids. In the event that the Contracting Entity identifies discrepancies or ambiguities in the information or proof(s) submitted by the tenderer in their bid, the Contracting Entity may ask the tenderer in writing to explain the bid and, if necessary, to submit proof(s). The bid cannot be modified by the explanation. Correcting obvious errors of writing and counting does not constitute a modification of a bid. Subsequently, the Contracting Entity shall evaluate the bids of the tenderers who comply with the content requirements of the bid and the technical specifications of the Scope of the Contract and shall draw up a list of tenderers ordered on the basis of the proposals

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for the fulfilment of the criterion for the evaluation of bids, which is the lowest price in EUR excluding VAT. After evaluating the bids, the Contracting Entity shall in writing inform all tenderers whose bids were evaluated of the result of the bid evaluation process, including the order of the tenderers. The Contracting Entity shall inform the successful tenderer that their bid was evaluated as successful, the Contracting Entity accepts it and that after a successful administrative inspection of this contract awarding process – after a successful second ex-ante inspection before the signing of the Contract, the successful tenderer shall be called upon to provide proper assistance necessary for the conclusion of the Purchase Agreement (the successful tenderer is obliged to deliver the signed Purchase Agreement according to the instructions stated in the call for providing proper assistance necessary for the conclusion of the Purchase Agreement within 10 working days from the day of the delivery of this call to the successful tenderer). The Contracting Entity shall inform the unsuccessful tenderers that their bid was evaluated as unsuccessful and explain the reasons for not accepting their bid. The Contracting Entity shall publish the minutes from the bid evaluation within five working days from the day of the complete evaluation of the bids on the Contracting Entity’s website.

14. THE METHOD OF DETERMINATION OF PRICE – PRICE OFFER

14.1 The price for the Scope of the Contract must be established in accordance with the Act on prices, as amended (in accordance with applicable legislation).

14.2 The price for the Scope of the Contract must be stated as the price for the complete performance of the Scope of the Contract. The price stated by the tenderer in their bid shall be deemed as such.

14.3 A potential candidate shall calculate the price in accordance with Appendix 2 - Price Calculation, which constitutes an integral part of this Call for bids. The price stated by the tenderer in their bid must correspond to the prices typical at the given place and time.

15. AWARD CRITERIA

The sole award criterion is the lowest price in EUR excluding VAT for the complete performance of the Scope of the Contract.

16. LANGUAGE OF THE BID

16.1 The whole bid and all the required documents shall be submitted in the national language - Slovak.

16.2 In the event that a required document is written in a foreign language, it must be submitted together with its official translation into the national language; this does not apply to bids or documents written in Czech. If there is a discrepancy between their contents, the official translation into the national language shall prevail.

17. OTHER INFORMATION

17.1 Communication between the potential candidates/tenderers and the Contracting Entity shall take place in writing, by means of delivery by post, courier service, or in person, or by their combination, so that all procedural acts of this contract awarding process are properly,

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unquestionably, and demonstrably recorded, and so that the complete documentation for the conducted contract awarding process, from the demonstrable approach of the potential candidates until the conclusion of a Purchase Agreement with the successful tenderer, is in accordance with the principles of procurement, unambiguously and unquestionably archived, especially for the purposes of a potential inspection by persons authorised to conduct inspections listed in point 17.8 of this Call for bids. The contact person of the Contracting Entity and their contact details are specified in point 1 of this Call for bids.

17.2 The Contracting Entity reserves the right to cancel this contract awarding process, especially for the following reasons:

- none of the tenderers comply with the requirements stated in the Call for bids,
- the Contracting Entity also reserves the right to cancel this contract awarding process in the event that only one bid was submitted or in the event that the price offer of the tenderer with the lowest proposed price exceeds the estimated value of the budgetary expenditure on the acquisition of the Scope of the Contract, stated in point 2.4 of this Call for bids.

17.3 The date of publishing this Call for bids on the website of the Contracting Entity: 10 December 2020.

17.4 The date of sending information about the publishing of this Call for bids to the special e-mail zakazkycko@vlada.gov.sk: 10 December 2020.

17.5 The minutes from the bid evaluation shall be published on the website of the Contracting Entity latest within 5 working days from the day of the complete evaluation of the bids.

17.6 The Contracting Entity shall not conclude a Purchase Agreement with the successful tenderer of this Call for bids who is not registered in the Register of Public Sector Partners or whose subcontractors who have the obligation to be registered in the Register of Public Sector Partners are not registered in the Register of Public Sector Partners.

17.7 In the event that the required documents are signed by a person other than the owner (*freelancer*), in the case of a natural person, or the statutory body (a managing director or authorised representative, chairman, vice-chairman or member of the board, general partner or any other authorised person according to a Business Register entry or another similar document), in the case of a legal person, it is necessary that part of the bid is a power of attorney proving the authority to sign the required documents by the person who signed them.

17.8 The successful tenderer, with whom a Purchase Agreement shall be concluded, is obliged to provide assistance during a financial inspection, to tolerate the conduct of an inspection/audit related to the supplied goods, services, and building work at any time during the period in which the Contract for the provision of NRFA, which the Contracting Entity intends to conclude with the Provider of NRFA, is valid and in force, by persons authorised to conduct such an inspection/audit, and to provide them with all necessary assistance. Persons authorised to conduct an inspection/audit are mainly:

- a) The Provider and persons authorised by the Provider,
- b) The Internal Audit Function of the Managing or Intermediate Body, and persons authorised by them,

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- c) The Supreme Audit Office of the Slovak Republic and persons authorised by it,
- d) The Audit Authority, its cooperating authorities (the Governmental Audit Office), and persons authorised to conduct an inspection/audit,
- e) Authorised representatives of the European Commission and the European Court of Auditors,
- f) The Body for the Protection of the EU's Financial Interests,
- g) Persons invited by the authorities listed in letters a) to f) in accordance with the relevant legislation of the Slovak Republic and EU legislation.

17.9 A Purchase Agreement shall be concluded with the successful tenderer, pursuant to the Commercial Code applicable in the Slovak Republic, taking into account to the full extent the specific conditions governing the performance of the Agreement under this Call for bids and the description of the Scope of the Contract on the basis of source materials, not containing any conditions which would limit or deny the applicability of the Contracting Entity's requirements, and according to the Purchase Agreement which constitutes a part of this Call for bids.

The Purchase Agreement is subject to modifications in the sense of the requirements of the Provider of NRFA, and the parties undertake to make such modifications (in the event of such a necessity, an amendment to the Purchase Agreement shall be concluded). The Contracting Entity and the successful tenderer may, following a mutual agreement, make changes or amendments to the text of the model Purchase Agreement before its conclusion, but only in cases when this concerns small technical modifications or clarifications and only if these changes or amendments do not contradict the source materials and the bid submitted by the successful tenderer.

Potential necessary modifications to the text of the Purchase Agreement made for the purpose of achieving compliance with the applicable legislation shall not be deemed a discrepancy between the details stated in the source materials and the details stated in the bid submitted by the successful tenderer, in the event that such a discrepancy concerning the period of performance of the Purchase Agreement is discovered.

Furthermore, in the event that the tenderer's bid stated a type designation of the offered product which changes between the bid submission deadline and the time of signing the Purchase Agreement or the time when the Purchase Agreement enters into force, this is also not deemed a discrepancy between the source materials and the bid, and in such a case, all requirements of the Contracting Entity for the technical parameters of this product must be complied with and the tenderer must prove that the production of the offered product was ceased between the bid submission deadline and the time of signing the Purchase Agreement or the time when the Purchase Agreement entered into force (in such a case, an amendment to the Purchase Agreement shall be concluded).

In the event that there are small changes/modifications (these changes/modifications concern details stated in the Purchase Agreement) between the bid submission deadline and the deadline for signing the Purchase Agreement with the successful tenderer, whether these changes are on the side of the Contracting Entity or the side of the successful tenderer (these are changes such as: a change of directors, a change of contact details, a change of bank details, etc.), and these changes did not have and could not have had any effect on the development or on the result of this contract awarding process, the Contracting Entity or the successful tenderer undertakes to make such changes within the invitation for the conclusion of the Purchase Agreement.

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18. CONTENTS OF THE BID

The bid submitted by a potential candidate/tenderer must include the following proofs and documents:

18.1 A filled-in specification of the Scope of the Contract contained in Appendix 1 of this Call for bids, which must be completed according to the instructions listed in Appendix 4 - Directions, guidelines, and instructions for filling in the specification of the Scope of the Contract and for the price calculation.

18.2 A filled-in price calculation in accordance with Appendix 2 of this Call for bids, which must be completed according to the instructions listed in Appendix 4 - Directions, guidelines, and instructions for filling in the specification of the Scope of the Contract and for the price calculation.

18.3 Declaration on honour from the tenderer that they have not been banned from taking part in public procurement and that there is no conflict of interest, as listed in Appendix 5, which constitutes an integral part of this Call for bids.

18.6 Declaration on honour of consent with the commercial conditions and the requirements for the Scope of the Contract, as listed in Appendix 6, which constitutes an integral part of this Call for bids.

18.5 Declaration on honour about subcontractors, as listed in Appendix 7, which constitutes an integral part of this Call for bids.

18.6 Proof that the tenderer is entitled to supply the Scope of the Contract. The tenderer shall prove this by submitting a valid extract from the Business Register, a valid extract from the Trade register, or a similar valid document proving the fact that the tenderer is entitled to supply the Scope of the Contract.

18.7 A cover letter for the bid, which the tenderer shall draw up as the introductory letter of the bid, containing a list of all submitted documents, signed by the person or persons who is/are authorised to act in the tenderer’s name. A cover letter template can be found in Appendix 8, which constitutes an integral part of this Call for bids.

THE FOLLOWING IS A LIST OF APPENDICES WHICH CONSTITUTE AN INTEGRAL PART OF THIS CALL FOR BIDS:

APPENDIX 1 - SPECIFICATION OF THE SCOPE OF THE CONTRACT

APPENDIX 2 - PRICE CALCULATION

APPENDIX 3 - PURCHASE AGREEMENT

APPENDIX 4 - DIRECTIONS, GUIDELINES, AND INSTRUCTIONS FOR FILLING IN THE SPECIFICATION OF THE SCOPE OF THE CONTRACT AND FOR THE PRICE CALCULATION

APPENDIX 5 - DECLARATION ON HONOUR FROM THE TENDERER THAT THEY HAVE NOT BEEN BANNED FROM TAKING PART IN PUBLIC PROCUREMENT AND THAT THERE IS NO CONFLICT OF INTEREST

APPENDIX 6 - DECLARATION ON HONOUR OF CONSENT WITH THE COMMERCIAL CONDITIONS AND THE REQUIREMENTS FOR THE SCOPE OF THE CONTRACT

APPENDIX 7 - DECLARATION ON HONOUR ABOUT SUBCONTRACTORS

APPENDIX 8 - COVER LETTER TEMPLATE FOR THE BID

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Note: An editable digital version of this Call for bids including its Appendices is published on the website of the Contracting Entity.

APPENDIX 1 - SPECIFICATION OF THE SCOPE OF THE CONTRACT

Name of the Scope of the Contract: Supply of an automated and robotised production line for the manufacturing of ceramic grain cutting abrasive tools with diameters of 115 mm and 125 mm

Specification of the Scope of the Contract

The Scope of the Contract is the supply of 1 pc of automated and robotised production line for the manufacturing of ceramic grain cutting abrasive tools with diameters of 115 mm and 125 mm. The automated and robotised production line must be able to produce cutting tools from ceramic grains and the compacting process must be done as a multi-stage compacting. The automated and robotised production line must allow for operation of the machine in an automatic cycle, and it must be able to check the weight of each produced tool, compare it with a set value, and reject produced tools which do not comply with set tolerances.

The automated and robotised production line must mainly perform the following activities:

- insert the bottom fiberglass nets into the pressing moulds
- instruct to transfer the ceramic grain abrasive mixture into the pressing moulds
- insert the top fiberglass nets, labels, and central rings into the pressing moulds
- instruct to start the compacting process
- remove the compacted abrasive tools and place them onto a central conveyor belt

A statistical digital data collection of production data must provide the operators with a detailed overview of current and historical production data, at least including the number of manufactured products, the net production time and downtime, in the form of a report displayed on the screen of the machine.

Machine maintenance prediction on the basis of continuous assessment of operational data must at least determine the maintenance time for the individual parts of the line.

Automated and robotised production line for the manufacturing of ceramic grain cutting abrasive tools with diameters of 115 mm and 125 mm Amount: 1 pc		Here, the tenderer must state: the manufacturer, the type designation, and the the brand (or the trademark name) of the production line offered			
Item No.	Parameter/Item part	Unit of measurement for the required parameter	Requirements for parameters/description	Parameters offered by the tenderer	Note Here, the tenderer may write a short note if necessary In this column, the Contracting Entity further elaborates on some of the required parameters in blue
1	Width of the automated and robotised production line	mm	max. 11,000	state the value	
2	Depth of the automated and robotised production line	mm	max. 11,000	state the value	
3	Height of the automated and robotised production line	mm	max. 4,000	state the value	
4	Weight of the automated and robotised production line	kg	max. 80,000	state the value	
5	Pressing force when compacting one tool	t	min. 55	state the value	
6	Operational air pressure	bar	max. 8	state the value	
7	Air consumption	m ³ /hr	max. 500	state the value	
8	Supply voltage at 50 Hz frequency	V	max. 400	state the value	
9	Total power consumption of the automated and robotised production line	kW	max. 200	state the value	
10	Number of cutting tools with a diameter of 115 mm produced in 1 hour	pcs	min. 2,000	state the value	

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11	Number of cutting tools with a diameter of 125 mm produced in 1 hour	pcs	min. 2,000	state the value	
12	Tooling set ø115 mm		yes	yes/no	
13	Tooling set ø125 mm		yes	yes/no	
14	Number of compacting stages		min. 3	state the value	
15	Adjustable scope of the compacting stage duration	s	min. (from 2 to 4)	state the scope	A wider scope of the adjustable compacting stage duration is acceptable, but the required scope of min. (from 2 to 4) seconds must be fulfilled.
16	Adjustable scope of the duration of breaks between individual compacting stages	s	min. (from 1 to 3)	state the scope	A wider scope of the adjustable duration of breaks between individual compacting stages is acceptable, but the required scope of min. (from 1 to 3) seconds must be fulfilled.
17	Possibility to set the weight of the produced tool		yes	yes/no	
18	Scope of the weight setting for produced tools	g	min. (from 20 to 50)	state the scope	A wider scope of the weight setting is acceptable, but the required scope of min. (from 20 to 50) grams must be fulfilled.
19	Possibility to set a permissible deviation of weight from the standard weight		yes	yes/no	
20	Scope of the permissible deviation of weight setting	g	min. (from 1 to 5)	state the scope	A wider scope of the permissible deviation of weight setting is acceptable, but the required scope of min. (from 1 to 5) grams must be fulfilled.
21	Possibility to set the thickness of the produced tool		yes	yes/no	
22	Scope of the thickness of the produced tool setting	mm	min. (from 0.8 to 1.9)	state the scope	A wider scope of the adjustable thickness setting is acceptable, but the required scope of min. (from 0.8 to 1.9) millimetres must be fulfilled.
23	Ability to stack the produced tools in a column on the conveyor belt		yes	yes/no	
24	Scope of the setting for the number of tools to be stacked in one column on the conveyor belt	pcs	min. (from 3 to 8)	state the scope	A wider scope of the number of tools setting is acceptable, but the required scope of min. (from 3 to 8) pieces must be fulfilled.
25	Ability of the robotic arm to simultaneously move on min. 5 axes		yes	yes/no	
26	Movement range of the 1 st axis of the robotic handling arm	° (degrees)	min. 250	state the value	
27	Movement range of the 2 nd axis of the robotic handling arm	° (degrees)	min. 200	state the value	
28	Movement range of the 3 rd axis of the robotic handling arm	° (degrees)	min. 360	state the value	
29	Movement range of the 4 th axis of the robotic handling arm	° (degrees)	min. 250	state the value	
30	Movement range of the 5 th axis of the robotic handling arm	° (degrees)	min. 225	state the value	
31	Reach of the robotic handling arm	mm	min. 2,000	state the value	
32	Load capacity of the robotic handling arm	kg	min. 2	state the value	
33	Accuracy of movements of the robotic handling arm	mm	max. 0.06	state the value	
34	Central ring storage		yes	yes/no	
35	Capacity of the central ring storage	pcs	min. 600	state the value	
36	Fiberglass net storage		yes	yes/no	

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37	Capacity of the fiberglass net storage	pcs	min. 2,000	state the value	
38	Teflon separator storage		yes	yes/no	
39	Capacity of the Teflon separator storage	pcs	min. 1,200	state the value	
40	Label storage		yes	yes/no	
41	Capacity of the label storage	pcs	min. 3,000	state the value	
42	Scope of working temperature of the machine	°C	min. (from 10 to 45)	state the scope	A wider scope of working temperature is acceptable, but the required scope of min. (from 10 to 40) °C must be fulfilled.
43	Noise level of the automated and robotised production line	dB	max. 78	state the value	
44	Statistical digital data collection of production data, min. data in the collection: number of produced pieces, production time, downtime		yes	yes/no	
45	Automatic machine maintenance prediction		yes	yes/no	
46	Transport of the automated and robotised production line to the place of delivery		yes	yes/no	
47	Assembly and putting into operation of the automated and robotised production line at the place of delivery		yes	yes/no	

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APPENDIX 2 - PRICE CALCULATION

Name of the Scope of the Contract: Supply of an automated and robotised production line for the manufacturing of ceramic grain cutting abrasive tools with diameters of 115 mm and 125 mm

Division of the Scope of the Contract into Parts: no

Name and registered office of the Contracting Entity: Herman Slovakia Production s.r.o., Němcovej 30, 042 18 Košice

Contact address of the Contracting Entity: Herman Slovakia Production s.r.o., Mokrú Lúka 226, 050 01 Revúca

Tenderer (name and registered office): to be filled in by the tenderer

Registration number: to be filled in by the tenderer

VAT payer: to be filled in by the tenderer (they shall state YES or NO)

Contact person: to be filled in by the tenderer (they shall state the name and the surname of the contact person)

Contact e-mail address: to be filled in by the tenderer

Contact telephone number: to be filled in by the tenderer

PRICE CALCULATION

Item No.	Item	Number of pcs	Unit price in euros excluding VAT	Total price in euros excluding VAT
1	Supply of an automated and robotised production line for the manufacturing of ceramic grain cutting abrasive tools with diameters of 115 mm and 125 mm	1		

I confirm that the above stated price corresponds to the prices typical at the given place and time for the complete performance (supply) of the Scope of the Contract.

In on

**The person to whom the Intermediate Body will provide 50% or less of funds from NRFA
(hereinafter referred to as “the Contracting Entity”):
Herman Slovakia Production s.r.o., Němcovej 30, 042 18 Košice**

Name, surname, position, signature, and
stamp (*if the tenderer uses a stamp*)
statutory representative authorised to act
in the tenderer’s name or another
authorised person or a person empowered
to represent the tenderer

**The person to whom the Intermediate Body will provide 50% or less of funds from NRFA
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Herman Slovakia Production s.r.o., Němcovej 30, 042 18 Košice**

APPENDIX 3 - PURCHASE AGREEMENT

PURCHASE AGREEMENT

concluded pursuant to Section 409 *et seq.* of Act No. 513/1991 Coll. Commercial Code, as amended

**Article 1
The Parties**

1.1 The Buyer:

The Buyer:	Herman Slovakia Production s.r.o.
Registered office:	Němcovej 30, 042 18 Košice
Registered in:	the Business Register of the District Court Košice I, section: Sro., insert No. 37629/V
Represented by:	Bc. Miroslava Kvetková, managing director
Bank account details:	UniCredit Bank Slovakia, a.s.
IBAN:	SK98 1111 0000 0011 3096 8006
Registration number:	44 986 823
Tax identification number (TIN):	2022896975
VAT ID number:	SK 2022896975

/hereinafter referred to as “the Buyer”/

1.2 The Seller:

The Seller:	[company name]
Registered office:	[company’s registered office]
Registered in:	the Business Register of the District Court ... section: ..., insert No.
Represented by:	[fill in]
Bank account details:	[fill in]
IBAN:	[fill in]
Registration number:	[fill in]
Tax identification number (TIN):	[fill in]
VAT ID number:	[fill in]
Persons authorised to negotiate in the following matters:	
- technical:	
- contractual:	

/hereinafter referred to as “the Seller”/

**Article 2
Basis for the Conclusion of the Agreement**

**The person to whom the Intermediate Body will provide 50% or less of funds from NRFA
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Herman Slovakia Production s.r.o., Němcovej 30, 042 18 Košice**

The basis for the conclusion of this Agreement is the result within the contract awarding process (*contract above EUR 100,000 excluding VAT*) according to the currently applicable Handbook on public procurement procedure for demand-oriented projects and national projects of the Operational Programme Integrated Infrastructure under the authority of the Ministry of Economy of the Slovak Republic, version 3.3, published on 18 November 2018 on the website www.opvai.sk, while the Ministry of Economy of the Slovak Republic is the intermediate body for the Scope of the Contract: Supply of an automated and robotised production line for the manufacturing of ceramic grain cutting abrasive tools with diameters of 115 mm and 125 mm The Subject of the Agreement shall be funded from the European Union funds and from the Contracting Entity’s own funds. Code of the Call: OPVal-MH/DP/2018/1.2.2-21

Article 3

Subject of the Agreement and Delivery Deadline

- 3.1 The Seller undertakes to supply the goods specified in Appendix 1 (hereinafter referred to as “the Goods”) to the Buyer and to transfer the right of ownership of the Goods to the Buyer.
- 3.2 The Buyer undertakes to take the Goods under the conditions agreed in this Agreement and to pay the Seller the price for the Goods agreed in Article 4 of this Agreement.
- 3.3 The Seller undertakes to deliver the Goods within 480 calendar days from the day of entry into force of this Agreement.
- 3.4 The Seller undertakes to deliver the Goods to the following place: Herman Slovakia Production s.r.o., Mokra Luka 226, 050 01 Revuca.
- 3.5 The Seller undertakes to assemble the Goods and put them into operation at the place of delivery specified in Article 3.4 of this Agreement before the deadline specified in Article 3.3 of this Agreement.

Article 4

Price, Terms of Payment and Contractual Penalties

- 4.1 The price for the Goods in the scope specified in Article 3 of this Agreement is agreed by the Parties to be at most EUR excluding VAT (in words: euros excluding VAT) (hereinafter referred to as “the Price”).
- 4.2 The Price is specified in Appendix 2 of this Agreement.
- 4.3 The Seller shall be entitled to payment of the Price when they have properly and in a timely manner settled their obligation, i.e. supplied the Goods before the deadline stipulated in Article 3.3 of this Agreement and handed the Goods over to the Buyer in protocol. The Price shall be invoiced by the Seller under the terms of Appendix 2 of this Agreement. A signed delivery note or a completion/acceptance certificate must be attached to the invoice.
- 4.4 The maturity of the issued invoice shall be 60 days from the day of delivery of the invoice to the Buyer.
- 4.5 In the event that the invoice does not contain the particulars laid down by law or if it contains incorrect data, the Buyer shall have the right to return it to the Seller within 7 days of its delivery, stating the missing or incorrect details. In such a case, a new maturity period shall commence on the day of delivery of the corrected invoice to the Buyer.

**The person to whom the Intermediate Body will provide 50% or less of funds from NRFA
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Herman Slovakia Production s.r.o., Nĕmcovej 30, 042 18 Košice**

- 4.6 In case of delay in payment of the Price or its part by the Buyer, the Seller is entitled to charge interest on late payment equivalent to 0.05% of the owed sum for every day of the delay. The interest on late payment does not affect the compensation for actual damages incurred pursuant to Section 373 *et seq.* of the Commercial Code.
- 4.7 The Buyer shall make all payments under this Agreement by means of a cashless transfer to the bank account of the Seller specified in Article 1 of this Agreement.
- 4.8 In the event that the Goods are not delivered before the requested deadline specified in Article 3.3 of this Agreement, the Buyer shall be entitled to a contractual penalty from the Seller in the amount of EUR 1,000 for every day or part of a day of delay in delivery. The payment of the contractual penalty under this paragraph does not affect the right of the Buyer to claim reimbursement for incurred damages. The Seller is obliged to pay this contractual fee to the Buyer, and the Buyer has the right to claim reimbursement for damages exceeding the amount of the contractual penalty from the Seller.
- 4.9 If the Seller, after signing this Agreement and before starting the delivery of the Goods, withdraws from this Agreement for reasons attributable to the Seller, they are obliged to pay the Buyer a contractual fee of EUR 50,000 without any notice being necessary.
- 4.10 If the Seller does not remedy identified shortcomings of the Goods within 15 calendar days from the day of the claim, unless a different deadline for the remedy of the identified shortcomings of the Goods has been stipulated in writing, the Seller is obliged, without any notice being necessary, to pay the Buyer a contractual penalty of EUR 1,000 for every identified shortcoming of the Goods and for every day of delay in delivery of the Goods. At the same time, the Buyer is entitled to claim reimbursement for damages exceeding the amount of the contractual penalty from the Seller. The Seller’s failure to comply with the obligation of remedying identified shortcomings of the Goods for a period longer than 15 calendar days after the stipulated deadline shall be deemed a substantial breach of this Agreement.
- 4.11 The Seller expressly declares that all conditions of delivery of the Goods, as well as the situation at and access to the place of delivery of the Goods and all other circumstances essential for the delivery of the Goods are known to them. Additional requirements of the Seller arising from these reasons shall not be accepted.

**Article 5
Inspection, Audit and Verification at the Place**

The Seller is obliged to provide assistance during a financial inspection, tolerate the conduct of an inspection/audit related to the supplied Goods, services, and building work at any time during the period in which the Contract for the provision of non-repayable financial aid (hereinafter referred to as “NRFA”), which the Contracting Entity intends to conclude with the Provider of NRFA, is valid and in force, by persons authorised to conduct such an inspection/audit, and to provide them with all necessary assistance. Persons authorised to conduct an inspection/audit are mainly:

- a) The Provider and persons authorised by the Provider,
- b) The Internal Audit Function of the Managing or Intermediate Body, and persons authorised by them,
- c) The Supreme Audit Office of the Slovak Republic and persons authorised by it,

**The person to whom the Intermediate Body will provide 50% or less of funds from NRFA
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Herman Slovakia Production s.r.o., Němcovej 30, 042 18 Košice

- d) The Audit Authority, its cooperating authorities (the Governmental Audit Office), and persons authorised to conduct an inspection/audit,
- e) Authorised representatives of the European Commission and the European Court of Auditors,
- f) The Body for the Protection of the EU's Financial Interests,
- g) Persons invited by the authorities listed in letters a) to f) in accordance with the relevant legislation of the Slovak Republic and EU legislation.

Article 6

Liability for Defects, Quality Guarantee

- 6.1 The Seller is liable for delivery of the Goods and for the Goods possessing the qualities in accordance with Appendix 1 of this Agreement.
- 6.2 The Goods are defective if:
 - a) they are not supplied in the agreed quality,
 - b) they show signs of being incomplete, i.e. they were not supplied and assembled in the complete scope agreed,
 - c) they have legal defects under Section 433 of the Commercial Code, as amended.The Buyer is obliged to list such defects in the delivery note and the Seller is obliged to remedy them. Until the defects are remedied, the Buyer has the right not to sign the delivery note and therefore, they are not obliged to receive an invoice for the given partial supply. A defect is understood to be a deviation from the quality, scope, and parameters of the Goods listed in the specification of the Goods, which constitutes Appendix 1 of this Agreement, and in applicable regulations and technical standards.
- 6.3 Provisions of the Commercial Code, as amended apply in instances of claims based on the liability for defects.
- 6.4 The Seller shall give the Buyer a 24-month guarantee for the Goods beginning on the day of the handing over and taking over of the particular Goods specified in Appendix 1 of this Agreement. The guarantee does not cover defects caused by mishandling of the Goods or their parts, not following the operational requirements of the manufacturer, natural disasters, or *force majeure*.
The time necessary to repair/remedy a defect covered by the guarantee is excluded from the guarantee period. The guarantee period is prolonged by this time.
During this period, the Seller guarantees to the Buyer that:
 - the Goods will keep their flawless quality, appearance, and reliability,
 - they will fully comply with the conditions of this Agreement, as well as with applicable standards and regulations,
 - the Goods will fully comply with this Agreement and its Appendices.
- 6.5 The Buyer is obliged to make a claim regarding a defect of the Goods in writing immediately after it is discovered. A claim sent to the Seller in the manner described in Article 7.1 of this Agreement shall also be deemed as a claim made in writing.
- 6.6 The seller undertakes to process the claim in as short a time as possible. The Seller undertakes to remedy defects/breakdowns in maintenance centres of the Seller or their contractual partners, or at the Buyer's place.
- 6.7 The Buyer undertakes to ensure that a claim is reported immediately and accurately, and that such a report shall include:

**The person to whom the Intermediate Body will provide 50% or less of funds from NRFA
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Herman Slovakia Production s.r.o., Němcovej 30, 042 18 Košice**

- the date and time of the report,
- the type of equipment (the Goods),
- the serial number of the equipment,
- a detailed description of the equipment’s defect and its effect,
- the equipment’s location,
- the name and contact details of the person reporting the defect.

**Article 7
Final Provisions**

- 7.1 All official notifications between the Parties based on this Agreement shall be sent by means of a registered letter with an acknowledgment of receipt, which shall be signed by an authorised representative of the Party or a person authorised by them who sends the notification or delivers it in another demonstrable way to the following address: Herman Slovakia Production s.r.o., Mokrá Lúka 226, 050 01 Revúca.
- 7.2 This Agreement becomes valid on the day of its signature by authorised representatives of both Parties and enters into force on the day following the day of delivery of a notification about this Agreement entering into force, which the Buyer shall demonstrably send to the Seller immediately after the delivery of a successful verification of the documentation from the contract awarding process for the Goods by the NRFA Provider.
- 7.3 The Buyer has the right to withdraw from this Agreement without any penalties if the performance of this Agreement between the Buyer and the Seller has not commenced yet and the results of the financial inspection of the NRFA Provider do not allow for the financing of expenses incurred from the contract awarding process for the Goods.
- 7.4 The following is a list of integral parts of this Agreement:
Appendix 1 - Specification of the Goods
Appendix 2 - Price calculation
Appendix 3 - Proof(s) of the Seller and their subcontractor(s) being registered in the Register of Public Sector Partners, if such registration is required under relevant legislation.
Appendix 4 - List of subcontractors including the method of changing subcontractors
- 7.5 This Agreement may only be changed or amended by means of written amendments to this Agreement.
- 7.6 The Seller (or the Seller’s subcontractor(s) – if this is required under relevant legislation) must be, at the time of signing this Contract as well as during the whole period of its validity, registered in the Register of Public Sector Partners, kept by the Ministry of Justice of the Slovak Republic. Proof of being registered in the Register of Public Sector Partners constitutes Appendix 3 of this Agreement.
- 7.7 This Agreement is drawn up in 4 originals, of which each Party receives 2.

In Košice, on

In, on

**The person to whom the Intermediate Body will provide 50% or less of funds from NRFA
(hereinafter referred to as “the Contracting Entity”):
Herman Slovakia Production s.r.o., Němcovej 30, 042 18 Košice**

For the Buyer:

For the Seller:

.....
For Herman Slovakia Production s.r.o.

Bc. Miroslava Kvetková
managing director

.....

**The person to whom the Intermediate Body will provide 50% or less of funds from NRFA
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Herman Slovakia Production s.r.o., Němcovej 30, 042 18 Košice

Appendix 1 - Specification of the Goods

The Subject of the Agreement is the supply of 1 pc of automated and robotised production line for the manufacturing of ceramic grain cutting abrasive tools with diameters of 115 mm and 125 mm. The automated and robotised production line must be able to produce cutting tools from ceramic grains and the compacting process must be done as a multi-stage compacting. The automated and robotised production line must allow for operation of the machine in an automatic cycle and it must be able to check the weight of each produced tool, compare it with a set value, and reject produced tools which do not comply with set tolerances.

The automated and robotised production line must mainly perform the following activities:

- insert the bottom fiberglass nets into the pressing moulds
- instruct to transfer the ceramic grain abrasive mixture into the pressing moulds
- insert the top fiberglass nets, labels, and central rings into the pressing moulds
- instruct to start the compacting process
- remove the compacted abrasive tools and place them onto a central conveyor belt

A statistical digital data collection of production data must provide the operators with a detailed overview of current and historical production data, at least including the number of manufactured products, the net production time and downtime, in the form of a report displayed on the screen of the machine.

Machine maintenance prediction on the basis of continuous assessment of operational data must at least determine the maintenance time for the individual parts of the line.

Automated and robotised production line for the manufacturing of ceramic grain cutting abrasive tools with diameters of 115 mm and 125 mm		Here, the Seller must state: the manufacturer, the type designation, and the brand (or the trademark name) of the technological line offered		
Item No.	Parameter/Item part	Unit of measurement for the required parameter	Requirements for parameters/description	Parameters offered by the Seller
1	Width of the automated and robotised production line	mm	max. 11,000	state the value
2	Depth of the automated and robotised production line	mm	max. 11,000	state the value
3	Height of the automated and robotised production line	mm	max. 4,000	state the value
4	Weight of the automated and robotised production line	kg	max. 80,000	state the value
5	Pressing force when compacting one tool	t	min. 55	state the value
6	Operational air pressure	bar	max. 8	state the value
7	Air consumption	m ³ /hr	max. 500	state the value
8	Supply voltage at 50 Hz frequency	V	max. 400	state the value
9	Total power consumption of the automated and robotised production line	kW	max. 200	state the value
10	Number of cutting tools with a diameter of 115 mm produced in 1 hour	pcs	min. 2,000	state the value
11	Number of cutting tools with a diameter of 125 mm produced in 1 hour	pcs	min. 2,000	state the value
12	Tooling set ø115 mm		yes	yes/no
13	Tooling set ø125 mm		yes	yes/no
14	Number of compacting stages		min. 3	state the value

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15	Adjustable scope of the compacting stage duration	s	min. (from 2 to 4)	state the scope
16	Adjustable scope of the duration of breaks between individual compacting stages	s	min. (from 1 to 3)	state the scope
17	Possibility to set the weight of the produced tool		yes	yes/no
18	Scope of the weight setting for produced tools	g	min. (from 20 to 50)	state the scope
19	Possibility to set a permissible deviation of weight from the standard weight		yes	yes/no
20	Scope of the permissible deviation of weight setting	g	min. (from 1 to 5)	state the scope
21	Possibility to set the thickness of the produced tool		yes	yes/no
22	Scope of the thickness of the produced tool setting	mm	min. (from 0.8 to 1.9)	state the scope
23	Ability to stack the produced tools in a column on the conveyor belt		yes	yes/no
24	Scope of the setting for the number of tools to be stacked in one column on the conveyor belt	pcs	min. (from 3 to 8)	state the scope
25	Ability of the robotic arm to simultaneously move on min. 5 axes		yes	yes/no
26	Movement range of the 1 st axis of the robotic handling arm	° (degrees)	min. 250	state the value
27	Movement range of the 2 nd axis of the robotic handling arm	° (degrees)	min. 200	state the value
28	Movement range of the 3 rd axis of the robotic handling arm	° (degrees)	min. 360	state the value
29	Movement range of the 4 th axis of the robotic handling arm	° (degrees)	min. 250	state the value
30	Movement range of the 5 th axis of the robotic handling arm	° (degrees)	min. 225	state the value
31	Reach of the robotic handling arm	mm	min. 2,000	state the value
32	Load capacity of the robotic handling arm	kg	min. 2	state the value
33	Accuracy of movements of the robotic handling arm	mm	max. 0.06	state the value
34	Central ring storage		yes	yes/no
35	Capacity of the central ring storage	pcs	min. 600	state the value
36	Fiberglass net storage		yes	yes/no
37	Capacity of the fiberglass net storage	pcs	min. 2,000	state the value
38	Teflon separator storage		yes	yes/no
39	Capacity of the Teflon separator storage	pcs	min. 1,200	state the value
40	Label storage		yes	yes/no
41	Capacity of the label storage	pcs	min. 3,000	state the value
42	Scope of working temperature of the machine	°C	min. (from 10 to 45)	state the scope
43	Noise level of the automated and robotised production line	dB	max. 78	state the value
44	Statistical digital data collection of production data, min. data in the collection: number of produced pieces, production time, downtime		yes	yes/no
45	Automatic machine maintenance prediction		yes	yes/no
46	Transport of the automated and robotised production line to the place of delivery		yes	yes/no
47	Assembly and putting into operation of the automated and robotised production line at the place of delivery		yes	yes/no

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Herman Slovakia Production s.r.o., Němcovej 30, 042 18 Košice**

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**The person to whom the Intermediate Body will provide 50% or less of funds from NRFA
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Herman Slovakia Production s.r.o., Němcovej 30, 042 18 Košice**

Appendix 2 - Price calculation

Item No.	Item	Number of pcs	Unit price in euros excluding VAT	Total price in euros excluding VAT
1	Supply of an automated and robotised production line for the manufacturing of ceramic grain cutting abrasive tools with diameters of 115 mm and 125 mm	1		

Appendix 3

Appendix 3 - Proof(s) of being registered in the Register of Public Sector Partners of the Seller and their subcontractor(s), if such registration is required under relevant legislation. *To be filled in by the successful tenderer in the context of an invitation to provide proper assistance necessary for the conclusion of the Purchase Agreement.*

**The person to whom the Intermediate Body will provide 50% or less of funds from NRFA
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Herman Slovakia Production s.r.o., Němcovej 30, 042 18 Košice**

Appendix 4 - List of subcontractors including the method of changing subcontractors

The Seller shall state the following at the time of signing the Agreement:

- a) During the performance of the stated Scope of the Contract, I shall not award any part of the Contract to subcontractors and I shall perform the whole Scope of the Contract with my own capabilities.

OR (the Seller chooses either option a) or option b), depending on which one is applicable in their case)

- b) I intend to award the performance of a part of the Contract to the following subcontractors, whose list is complete in such a way, that together with the capacities of the tenderer, the Scope of the Contract can be properly and completely performed under the given conditions, and this cooperation has been consulted with the listed subcontractors both in terms of the conditions of the performance, as well as in terms of the submitted proposal for the fulfilment of the price criterion.

List of subcontractors:

Name, registered office, and registration number of the subcontractor	Person authorised to act in the name of the subcontractor, name and surname	Subject of the subcontract	Share of the subcontract within the whole Scope of the Contract in EUR excluding VAT or in %

(The Seller shall use as many rows of the table as are necessary for the number of subcontractors)

Rules regarding changes of subcontractors

1. This Appendix includes the details of all known subcontractors of the Seller who are known at the time of the conclusion of this Agreement as well as the details of the person authorised to act in the subcontractor’s name, including their name and surname, residential address, and date of birth.
2. The Seller is obliged to immediately inform the Buyer of any changes in details of the subcontractors stated in this Appendix.
3. If a subcontractor changes, the Seller must within 5 working days from the day of the change submit to the Buyer information about the new subcontractor and about the subject of the subcontract, and during the selection of the new subcontractor, the Seller must proceed in such a way that all costs involved in ensuring the performance of duties under the subcontractor contract are adequate to its quality and price.
4. A subcontractor or a subcontractor under a special legal regulation who has the obligation to be registered in the Register of Public Sector Partners under Section 11 Paragraph 1 of Act No. 343/2015

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Coll. must be registered in the Register of Public Sector Partners. The obligation of registration into the Register of Public Sector Partners is governed by a special rule - Act No. 315/2016 Coll. on Register of Public Sector Partners and on Amendment and Supplement to Certain Acts.

5. The Seller is liable for the performance of duties under the subcontractor contract by the subcontractor in the same way as if the Seller was performing such duties themselves. The Contractor is liable for professional care during the selection of the subcontractor as well as for the result of the activities/performance delivered on the basis of the subcontractor contract.

APPENDIX 4 - DIRECTIONS, GUIDELINES, AND INSTRUCTIONS FOR FILLING IN THE SPECIFICATION OF THE SCOPE OF THE CONTRACT AND FOR THE PRICE CALCULATION

Directions/guidelines/instructions for the tenderer for filling in the specification of the Scope of the Contract:

1. The tenderer must state in the corresponding row: **the brand, the manufacturer, and the type designation (or the trademark name)** of the Scope of the Contract offered (the offered production line).
2. In the specification, the Contracting Entity describes, in the column titled “*Parameter/Item part*”, the textual part of the requirement for the given parameter of the Scope of the Contract and, in the column titled “*Requirements for parameters/description*”, the Contracting Entity describes the correct way of entering the required datum by the tenderer in the column titled “*Parameters offered by the tenderer*”, which can be any of the following:
 - a) The Contracting Entity requires the tenderer to write “**yes**”, by which the tenderer confirms that the Scope of the Contract offered by them, whose brand, type designation, and manufacturer they stated in the first row, 100% complies with the requirement of the Contracting Entity. If the Scope of the Contract offered by the tenderer does not comply with this parameter requirement, the tenderer shall write “no” for this parameter (however, this would mean that the Scope of the Contract offered by the tenderer does not meet the required technical specification, based on which it could be assumed that the tenderer would be unsuccessful in this contract awarding process).
 - b) If the Contracting Entity requires a datum of the **min. (minimum)** type, this means that the Scope of the Contract offered by the tenderer to the Contracting Entity must have a value (datum) for this parameter which is equivalent to or larger (higher) than the requested value (datum) for this parameter (for example: if, in the column titled “*Requirements for parameters/description*”, the Contracting Entity requires the datum “*min. 55 t*” for the “*Pressing force when compacting one tool*” parameter, then the Scope of the Contract offered by the tenderer must have a value of exactly 55 t or more than 55 t (e.g. 60 t) for the “*Pressing force when compacting one tool*” parameter in order to be regarded as complying with the requirement of the Contracting Entity for this parameter).
 - c) If the Contracting Entity requires a datum of the **max. (maximum)** type, this means, that the Scope of the Contract offered by the tenderer to the Contracting Entity must have a value (datum) for this parameter which is equivalent to or smaller (lower) than the requested value (datum) for this parameter (for example: if, in the column titled “*Requirements for parameters/description*”, the Contracting Entity requires the datum “*max. 11,000 mm*” for the “*Width of the automated and robotised production line*” parameter, then the Scope of the Contract offered by the tenderer must have a value of exactly 11,000 mm or less than 11,000 mm (e.g. 10,200 mm) for the “*Width of the automated and robotised production line*” parameter in order to be regarded as complying with the requirement of the Contracting Entity for this parameter).
 - d) If the Contracting Entity requires a **scope** stated as **min. (from - to)**, this means that the Scope of the Contract offered by the tenderer to the Contracting Entity must at least fulfil the required scope and if the Contracting Entity states that a wider scope is accepted but at the same time, the minimum scope requirement (from - to), specified in the table, must be complied with, this means that when, for example, the Contracting Entity requests the datum min. (from 10 to 45) °C for the parameter “*Scope of working temperature of the machine*” in the column titled “*Requirements for parameters/description*”, and the tenderer:

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- states a scope from 10 to 46 °C, they comply with the requirement of the Contracting Entity,
- states a scope from 11 to 50 °C, they do not comply with the lower bounding value of the scope requirement and despite the fact that they offered a scope wider than the one required by the Contracting Entity, they, at the same time, did not comply with the lower bounding value of the scope requirement and therefore they do not comply with the scope requirement,
- states a scope from 5 to 44 °C, they do not comply with the upper bounding value of the scope requirement and despite the fact that they offered a scope wider than the one required by the Contracting Entity, they, at the same time, did not comply with the upper bounding value of the scope requirement and therefore they do not comply with the scope requirement,
- states a scope from 5 to 65 °C, they comply with the requirement of the Contracting Entity.

Directions/guidelines/instructions for the tenderer for filling in the price offer:

In the price offer in the context of the Call for bids, the tenderer must, in the required field, state the price for all activities corresponding with the complete performance (supply) of the Scope of the Contract. The total price in EUR excluding VAT (notice for potential candidates: the unit price in EUR excluding VAT and the total price in EUR excluding VAT will be the same, as the Contracting Entity is only procuring 1pc of production line) stated by the tenderer in their bid must correspond to the prices typical at the given place and time.

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Herman Slovakia Production s.r.o., Němcovej 30, 042 18 Košice**

**APPENDIX 5 - DECLARATION ON HONOUR FROM THE TENDERER THAT THEY HAVE NOT BEEN BANNED FROM TAKING PART IN
PUBLIC PROCUREMENT AND THAT THERE IS NO CONFLICT OF INTEREST**

**DECLARATION ON HONOUR FROM THE TENDERER THAT THEY HAVE NOT BEEN BANNED FROM TAKING
PART IN PUBLIC PROCUREMENT AND THAT THERE IS NO CONFLICT OF INTEREST**

The Tenderer:

(company name and registered office/place of business of the tenderer)

who is submitting a bid within the context of the Call for bids announced by the Contracting Entity **Herman Slovakia Production s.r.o., Němcovej 30, 042 18 Košice**, for the Scope of the Contract **“Supply of an automated and robotised production line for the manufacturing of ceramic grain cutting abrasive tools with diameters of 115 mm and 125 mm”**:

I declare on my honour that

**I have not been banned from taking part in public procurement by a final decision
in the Slovak Republic or in the country of registered office, place of business, or habitual abode**

and

in relation to this contract awarding process, I confirm an absence of conflict of interest in that I:

- a) have not conducted and shall not conduct any activities towards any person on the side of the Contracting Entity who is or might be an interested person which could lead to preferential treatment of a tenderer in this contract awarding process,
- b) have not provided and shall not provide any financial or material advantage as motivation or reward related to this contract awarding process to any even potentially interested person, whether directly or indirectly,
- c) shall immediately inform the Contracting Entity of any situation which is considered to constitute conflict of interest or which could lead to conflict of interest at any time during this contract awarding process.

In, on

Name, surname, position, signature, and
stamp *(if the tenderer uses a stamp)*
statutory representative authorised to act
in the tenderer’s name or another
authorised person or a person empowered
to represent the tenderer

**The person to whom the Intermediate Body will provide 50% or less of funds from NRFA
(hereinafter referred to as “the Contracting Entity”):
Herman Slovakia Production s.r.o., Němcovej 30, 042 18 Košice**

**APPENDIX 6 - DECLARATION ON HONOUR OF CONSENT WITH THE COMMERCIAL CONDITIONS AND THE REQUIREMENTS FOR
THE SCOPE OF THE CONTRACT**

**DECLARATION ON HONOUR OF CONSENT WITH THE COMMERCIAL CONDITIONS
AND THE REQUIREMENTS FOR THE SCOPE OF THE CONTRACT**

The Tenderer:

(company name and registered office/place of business of the tenderer)

who is submitting a bid within the context of the Call for bids announced by the Contracting Entity **Herman Slovakia Production s.r.o., Němcovej 30, 042 18 Košice**, for the Scope of the Contract **“Supply of an automated and robotised production line for the manufacturing of ceramic grain cutting abrasive tools with diameters of 115 mm and 125 mm”**:

I declare on my honour that

I fully consent to the commercial conditions stated in the Purchase Agreement, which constitutes an integral part of this Call for bids including its Appendices, as well as to the requirements for the Scope of the Contract stated in the Call for bids.

In, on

Name, surname, position, signature, and stamp *(if the tenderer uses a stamp)*
statutory representative authorised to act in the tenderer’s name or another authorised person or a person empowered to represent the tenderer

APPENDIX 7 - DECLARATION ON HONOUR ABOUT SUBCONTRACTORS

**The person to whom the Intermediate Body will provide 50% or less of funds from NRFA
(hereinafter referred to as “the Contracting Entity”):
Herman Slovakia Production s.r.o., Němcovej 30, 042 18 Košice**

DECLARATION ON HONOUR ABOUT SUBCONTRACTORS

The Tenderer:

(company name and registered office/place of business of the tenderer)

who is submitting a bid within the context of the Call for bids announced by the Contracting Entity **Herman Slovakia Production s.r.o., Němcovej 30, 042 18 Košice**, for the Scope of the Contract **“Supply of an automated and robotised production line for the manufacturing of ceramic grain cutting abrasive tools with diameters of 115 mm and 125 mm”**:

I declare on my honour that

- a) During the performance of the stated Scope of the Contract, I shall not award any part of the Contract to subcontractors and I shall perform the whole Scope of the Contract with my own capabilities.

OR (the tenderer chooses either option a) or option b), depending on which one is applicable in their case)

- b) I intend to award the performance of a part of the Contract to the following subcontractors, whose list is complete in such a way, that together with the capacities of the tenderer, the Scope of the Contract can be properly and completely performed under the given conditions, and this cooperation has been consulted with the listed subcontractors both in terms of the conditions of the performance, as well as in terms of the submitted proposal for the fulfilment of the price criterion.

List of subcontractors:

Name, registered office, and registration number of the subcontractor	Person authorised to act in the name of the subcontractor, name and surname	Subject of the subcontract	Share of the subcontract within the whole Scope of the Contract in EUR excluding VAT or in %

(The tenderer shall use as many lines of the table as are necessary for the number of subcontractors)

I am aware of the legal consequences of a false statement concerning the matters stated in the previous paragraphs.

In on

Name, surname, position, signature, and stamp *(if the tenderer uses a stamp)*
statutory representative authorised to act in the tenderer’s name or another authorised person or a person empowered to represent the tenderer

**The person to whom the Intermediate Body will provide 50% or less of funds from NRFA
(hereinafter referred to as “the Contracting Entity”):
Herman Slovakia Production s.r.o., Němcovej 30, 042 18 Košice**

COVER LETTER FOR THE BID

This bid by the tenderer:

.....

(company name and registered office/place of business of the tenderer)

who is submitting a bid within the context of the Call for bids announced by the Contracting Entity **Herman Slovakia Production s.r.o., Němcovej 30, 042 18 Košice**, for the Scope of the Contract **“Supply of an automated and robotised production line for the manufacturing of ceramic grain cutting abrasive tools with diameters of 115 mm and 125 mm”**, includes the following documents:

List of all submitted documents:

1. **Filled-in specification of the Scope of the Contract** according to Appendix 1, in accordance with the instructions stated in Appendix 4
2. **Price calculation** according to Appendix 2, in accordance with the instructions stated in Appendix 4
3. **Declaration on honour from the tenderer that they have not been banned from taking part in public procurement and that there is no conflict of interest** according to Appendix 5
4. **Declaration on honour of consent with the commercial conditions and the requirements for the Scope of the Contract** according to Appendix 6
5. **Declaration on honour about subcontractors** according to Appendix 7
6. **Proof of entitlement to supply the Scope of the Contract** (*the tenderer shall fill in what proof they are using to prove entitlement to supply the Scope of the Contract*)
7. **If relevant: Power of attorney proving that the person who signed the required documents in the name of the tenderer is authorised to act in the name of the tenderer**

In on

Name, surname, position, signature, and stamp (*if the tenderer uses a stamp*)
statutory representative authorised to act in the tenderer’s name or another authorised person or a person empowered to represent the tenderer