

SPECIFICATION OF ESSENTIAL TERMS OF THE CONTRACT

Procurement Procedure Number Z-21/VI/2011/PNT

**“Supply of In-House (Indoor) Solar Collectors and Systems Testing Laboratory
for the Solar Systems Test Centre”**

with relation to the Project entitled "Foundation of Euro-Centrum Science and Technology Park - Development and Application of New Technologies in the Field of Energy Conservation and Renewables";

implemented within the framework of Priority Axis 5: Diffusion of Innovation;

Measure 5.3: Support for Innovation Centres of the Innovative Economy Operational Programme;

Co-financed with the European Union funds and the State Budget;

with regard to the Financial Support Agreement dated 8th October 2010, number POIG.05.03.00-00-010/10-00 [*POIG - Innovative Economy Operational Programme*].

I hereby approve:

I. Particulars of the Contracting Authority :

- 1.1 Contracting Authority's full name: Euro-Centrum Science and Technology Park, Limited Liability Company (LLC) [*pol.: Park Naukowo-Technologiczny „Euro-Centrum” Sp. z o.o.*]
- 1.2 Address for Communications: Poland, Katowice, 40-568, ul. Ligocka 103
- 1.3 Telephone number: +48 32 205 00 92
- 1.4 Fax number: +48 32 250 47 85
- 1.5 E-mail Account: kontakt@euro-centrum.com.pl
- 1.6 Contracting Authority's Personnel authorised for direct contact with Contractors:
 - 1.6.1 Ms Justyna Kownacka - Chairwoman of the Committee - formal and legal matters, phone number: +48 32 78 34 309;
 - 1.6.2 Mr Stanisław Gil - Member of the Committee - substantive matters, email: s.gil@euro-centrum.com.pl;
 - 1.6.3 Ms Monika Dudzińska - Secretary of the Committee - organisational matters, phone number +48 32 251 74 78 extension number 113.

II. Contract Award Procedure:

- 2.1 This procedure is conducted by “Euro-Centrum” Science and Technology Park LLC in compliance with the Procurement Procedure Regulations, within the framework of the Measure 5.3: Support for Innovation Centres, Priority Axis 5: Diffusion of Innovation, Innovative Economy Operational Programme 2007-2013, dated 18th October 2010 and enforced under the Resolution of the Management Board No 29/X/2010 dated 18th October 2010. The Regulations specified hereinabove are available on the Euro-Centrum website - www.euro-centrum.com.pl.
- 2.2 The Contract Award Procedure - two-stage tendering procedure below the value of EURO 193,000 (submission of tenders and subsequent negotiations).
- 2.3 Type of Procurement Procedure: Supply.
- 2.4 The Contracting Authority does not admit the submission of tenders for lots.
- 2.5 The Contracting Authority does not admit the submission of variants.
- 2.6 The Contracting Authority shall allow for advance payments to be remitted, not more often, however, than once per a calendar quarter on conditions stipulated in the Annex no 9 to the specification of essential terms of the contract. Advance payments may not exceed the value of the stage of works, as determined by the Contractor. The advance payment (advance payments) shall be payable on the following conditions: the Contractor submits a request for advance payment, and the Contractor deposits advance payment guarantee (in cash to the Contracting Authority's bank account number 25 1020 2313 0000 3602 0192 1493 with a note: “advance payment guarantee - Supply / Indoor Laboratory,” bank or insurance guarantee). The Contracting Authority requires the amount of the advance payment guarantee to be no less than the sum of all parts of the pre-financing, as stipulated in the disbursement schedule. The Contractor is obliged to submit the request for the advance payment as well as the proof of submitting the advance payment guarantee (the original copy of the insurance policy or the proof of payment of the amount requested by the Contracting Authority) no later than 5 working days prior to the advance payment date as stipulated in the disbursement

schedule attached by the Contractor to the tender. The contract schedule, constituting an annex to the contract, determines the date and amounts of the advance payment or advance payments. The Contracting Authority requires the advance payment deposit/advance payment guarantee to be binding and valid until the settlement of the last pre-financing stage. The advance payment date is the date of debiting the Contracting Authority's account.

2.7 The Contracting Authority requires the Contractor to designate in the tender such parts of the awarded contract, the execution of which shall be delegated to subcontractors.

III. Description of the Object of Contract:

3.1 **38000000-5 - Optical and Precision Laboratory Equipment (with the exclusion of glass laboratory equipment)**

3.2 The Object of Contract includes:

3.2.1 **Part I** - delivery, installation & assembly and commissioning of the in-house (indoor) laboratory for solar collectors and systems testing specified in detail in the **Annex no 1** to this specification;

3.2.2 **Part II** - conducting two-stage training course on the operations of the laboratory, specified in item 3.2.1 above, for the personnel designated by the Contracting Authority. The training course shall comprise of a theoretical and a practical part. The training course shall aim at transferring knowledge on the applications of the testing unit and the respective components of the laboratory equipment to the participants of the training, as well as acquiring practical skills on how to operate all the devices, handle on-going repairs of faults, maintain, diagnose defects, and any other skills indispensable for operations of the laboratory as well as warranty procedures (warrantor contact rules).

3.3 The Contracting Authority provides for the training course to be conducted for 5-6 persons. In case the training course shall be conducted outside the registered seat of the Contracting Authority, the Contractor shall bear the costs of accommodation and board of the participants of the training. Moreover, the Contractor is obliged to develop and print out the appropriate number of the training handouts. The Contracting Authority shall allow the training course to be conducted partly at the registered seat of the Contracting Authority and/or at the registered seat of the Contractor.

3.4 The Contracting Authority shall provide the Contractor awarded with this contract with the excerpt from the design documentation of the building in which the Training Centre shall be located, necessary for the performance of the contract. The scope of the documentation to be made available to the Contractor will be negotiated.

3.5 Taking into consideration the fact that the language of this procedure is the Polish language, if the Contractor's registered seat or domicile is outside the territory of the Republic of Poland, the Contractor may commission the assistance of Ms Monika Zielińska - Choina, a translator, conducting business operations under the firm name: SPEKTRA in Płuszwowice Kol. 54 A; 21-008 Tomaszowice; contact phone number + 48 505 040 717; e-mail address:

monika.zielinska@spektra.info.pl. This notice is not to be interpreted as an obligation to use the above specified translation services, but is intended to be merely informational.

- 3.6 The Contractor undertakes to deliver the object of the procurement procedure by its own means of transport, at its own expense and risk, and to unload and install (assemble) the object of the procurement procedure with the use of its own human resources as well as its own equipment in the location designated by the Contracting Authority, within the time limit specified herein.
- 3.7 The Contractor shall be solely responsible for any risk of loss of or damage to the object of the contract until the execution of the formal written acceptance of the object of the contract by the Contracting Authority. Upon the launch of the installation and assembly works, the Contractor shall also become liable for all and any damage which might occur to the Contracting Authority's property, as well as any other third parties' property, arising out of or in connection with the installation and assembly works.
- 3.8 The Contractor undertakes the installation and assembly of the laboratory equipment to be conducted by certified staff members, appropriately qualified and experienced in the field of delivery and installation & assembly of the object of the contract. The Contracting Authority shall request the submission of the related documentary proof in the form of an annex to be attached to the laboratory equipment acceptance protocols.
- 3.9 The Contractor shall fulfil the following conditions regarding the laboratory equipment:
 - 3.9.1 The equipment supplied within the framework of the procurement procedure shall be new equipment that has not been used previously in any other projects,
 - 3.9.2 The equipment supplied within the framework of the procurement procedure shall have warranty service based on the warranty provided by the manufacturer or the supplier of the equipment,
 - 3.9.3 The equipment supplied within the framework of the contract shall be the equipment that has been purchased through the manufacturer's official distribution channel in the Polish market, thus ensuring, in accordance with item 1 and 2 above, the equipment to have the appropriate warranty service pack, technical and service support for the users having registered seats in the territory of the Republic of Poland,
 - 3.9.4 The Contractor shall provide the Contracting Authority with a 36-month warranty for the object of the procurement procedure that has been delivered. The warranty document shall be annexed to the tender. Moreover, the Contractor is obliged to submit to the Contracting Authority any and all guidelines and instructions appertaining to the proper and sound use of the supplied laboratory.
- 3.10 The Contracting Authority admits of partial acceptances. To this end, the Contractor should attach to the tender a detailed schedule of works under the object of the procurement procedure. The Contracting Authority, however, emphasises that the launching of the laboratory in the location designated by the Contracting Authority, in conformity with point 3.4 hereto, as well as conducting the training course for the personnel designated by the Contracting

Authority shall be the precondition for the final acceptance.

- 3.11 Within the warranty period, the Contractor shall also be obliged to carry out periodic maintenance checks subject to the following conditions:
 - 3.11.1 the first maintenance check, either upon the lapse of the first year after the delivery date or after 500 hours of the laboratory operations,
 - 3.11.2 the subsequent maintenance checks, either every two years or after 1000 hours of the laboratory operations.
- 3.12 The Contractor shall, moreover, be obliged to provide substantial patronage for the Solar Systems Test Centre at the stage of establishing the Centre and obtaining the accreditation for the testing laboratory from the Solar Keymark.
- 3.13 The Contractor undertakes to follow and observe the ISO 9001 standards while performing the object of the procurement procedure.
- 3.14 The Contracting Authority also explains that it constitutes an Innovation Centre within the meaning of the Regulation of the Minister of Regional Development of 30 January 2009 on granting by the Polish Agency for Enterprise Development financial aid to support innovation centre under the Innovative Economy Operational Programme 2007-2013 (Journal of Laws 2009, No. 21, item 116) namely, a legal person running operations and activities aiming at development of favourable conditions for the establishment and development of entrepreneurs undertaking research, development or innovation activity.

IV. Time limit for contract performance:

- 4.1 The Contractor shall deliver the object of the procurement procedure within the time limit not exceeding **8 months from the day of commencement of the awarded contract.**
- 4.2 The Contractor shall install & assembly and commission as well as complete the training procedure as referred to in item 3.2.2. hereto within the time limit not exceeding **1 month from the day of the delivery of the object of the procurement procedure.**

The Contractor shall be obligated to prepare the disbursement schedule subject to the regulations stipulated in the **Annex no 9** to this specification.

V. Exclusion of the Contractor

Excluded from the contract award procedures shall be:

- 5.1 contractors who caused damage by failing to perform a contract or by performing a contract improperly if the damage was stated by a legally valid decision of the court in the past 3 years prior to the launch of the procedure, in particular such contractors as might be found on the list run by the Public Procurement Office, as stipulated in Article 154, item 5a of the Public Procurement Act;
- 5.2 contractors against whom the winding up procedure has been started or whose bankruptcy has been declared, except for contractors who, upon bankruptcy declaration, have entered into voluntary agreement proceedings approved by a valid court decision, unless such proceedings provide for payment to the creditors by liquidation of the assets of the bankrupt entity;
- 5.3 contractors who are in arrears with payment of taxes, charges or social

insurance or health insurance premiums, with the exception of cases where they have been legally exempted, their outstanding payments have been deferred or divided into instalments or the execution of a decision of a competent authority has been stopped in its entirety;

- 5.4 entities referred to in Article 24, paragraph 1, items 4-9 of the Act of Public Procurement Law;
- 5.5 contractors who directly performed actions connected with preparation of the conducted procedure or while preparing a tender used persons performing those actions, unless the participation of such contractors in the procedure shall not distort fair competition;
- 5.6 contractors who provided false information having impact on the outcome of the pending procurement procedure;
- 5.7 contractors who have not submitted documents confirming the fulfilment of the conditions for participation in the procurement procedure.

VI. Documents required to prove the lack of grounds for exclusion from contract award procedures, i.e.:

- 6.1 declaration of the lack of grounds for exclusion in accordance with the template constituting the Annex no 4 attached hereto;
- 6.2 current and valid copy from the relevant register, when separate regulations necessitate entry into such register, issued no earlier than 6 months prior to expiry of the time limit for the submission of tenders;
- 6.3 current and valid compliance certificate that the Contractor is not in arrears with payment of taxes or that the Contractor has been legally exempted, his outstanding payments have been deferred or divided into instalments or the execution of a decision of a competent authority has been stopped in its entirety, to be issued by the relevant head of the tax office no earlier than 3 months prior to expiry of the time limit for the submission of tenders;
- 6.4 current and valid compliance certificate that the Contractor is not in arrears with social insurance or health insurance premiums or that the Contractor has been legally exempted, his outstanding payments have been deferred or divided into instalments or the execution of a decision of a competent authority has been stopped in its entirety, to be issued by the relevant branch of the Social Insurance Company or Agricultural Social Insurance Fund no earlier than 3 months prior to expiry of the time limit for the submission of tenders.

VII. Conditions for participation in the procedure:

- 7.1 Contractors eligible to compete for the contract shall fulfil the following conditions:
 - 7.1.1 be authorised to perform specific activities or actions, if such authorisations are required by the law;
 - 7.1.2 have the necessary knowledge and experience;
 - 7.1.3 have at their disposal the technical potential and personnel capable of performing the contract;
 - 7.1.4 have a sound financial and economic standing.
- 7.2 Conditions regarding knowledge and experience include provision of at least

three supplies of in-house solar collectors and systems testing laboratories in the course of the past 5 years lapsing before the expiry of the time limit for the submission of tenders, and if the period of running business operations is shorter - within this period. The Contracting Authority emphasises that at least one of the laboratories referred to by the Contractor must fulfil the requirements of EN 12975:2006 standards.

7.3 Conditions regarding the requirement to have the technical potential and personnel capable of performing the contract at the Contractor's disposal include:

7.3.1 availability of at least two persons - coaches / staff members conducting the training course (alternatively, a written commitment of other entities to offer such staff members):

7.3.1.1 enjoying related educational background,

7.3.1.2 having knowledge of the regulations that are in force in the European Union governing the object of the contract,

7.3.2 availability of at least one person having experience in the field of installation and assembly of in-house solar collectors and systems testing laboratories (alternatively, a written commitment of other entities to offer such personnel).

7.4 Conditions regarding a sound financial and economic standing include civil liability insurance in respect of the business operations run.

7.5 The Contracting Authority shall assess the Contractor's fulfilment of the above specified conditions by means of checking the appropriate declarations and documents submitted by the Contractor. The assessment of the compliance with the conditions required from the Contractor shall be performed according to the following rule: FULFILS / DOES NOT FULFIL.

VIII. Documents required to prove the fulfilment of conditions for participation in the award procedure:

The Contractors are requested to submit the following documents in order to prove the fulfilment of the conditions required:

8.1 declaration on fulfilment of conditions stipulated in item 7.2 of this specification, in accordance with the template constituting the Annex no 6 attached hereto, along with the contractor's declarations regarding where, when and for whose benefit the delivery was performed and the declaration that the contracts in question were performed in the proper manner or letters of recommendations stating due performance of the above contracts, as annexed thereto;

8.2 information on the personnel participating in performing the contract as stipulated in item 7.3.1 of this specification, i.e. the Contractor's declaration on the educational background of the staff members and personnel and their knowledge of the European Union's law and its regulations; as stipulated in item 7.3.2 of this specification, i.e. the Contractor's declaration on the installations and assemblies performed by the designated person, with the date and location

specified including the information for whose benefit the installations and assemblies were performed, in accordance with the template constituting the **Annex no 7** attached hereto,

- 8.3 Contractor-paid insurance policy or, if the Contractor does not hold such a policy on the tender submission day, a statement of commitment to obtain civil liability insurance within the business operations regarding the object of the procurement procedure.

The Contracting Authority shall assess the Contractor's fulfilment of the above specified conditions, by means of checking the appropriate declarations and documents submitted by the Contractor. The assessment of the compliance with the conditions required from the Contractor shall be performed according to the following rule: FULFILS / DOES NOT FULFIL.

IX. Contractors jointly competing for the contract.

- 9.1 In the event the contractors jointly compete for the contract, each of the entrepreneurs making up the consortium (civil private partnership) shall separately submit:
- 9.1.1. declaration of the lack of grounds for exclusion,
 - 9.1.2. current and valid copy from the relevant register, when separate regulations necessitate entry into such register, issued no earlier than 6 months prior to expiry of the time limit for the submission of tenders;
 - 9.1.3. current and valid compliance certificate that the Contractor is not in arrears with payment of taxes or that the Contractor has been legally exempted, his outstanding payments have been deferred or divided into instalments or the execution of a decision of a competent authority has been stopped in its entirety to be issued by the relevant head of the tax office no earlier than 3 months prior to expiry of the time limit for the submission of tenders;
 - 9.1.4. current and valid compliance certificate that the Contractor is not in arrears with social insurance or health insurance premiums or that the Contractor has been legally exempted, his outstanding payments have been deferred or divided into instalments or the execution of a decision of a competent authority has been stopped in its entirety to be issued by the relevant branch of the Social Insurance Company or Agricultural Social Insurance Fund no earlier than 3 months prior to expiry of the time limit for the submission of tenders.
- 9.2 As regards other documents, the contractors jointly competing for the contract shall submit one or more documents so as to prove joint fulfilment of the conditions regarding tendering contractors and the object of the contract. The requested documents shall be submitted in the manner clearly indicating that the above mentioned declaration is submitted by each of the contractors jointly competing for the contract.
- 9.3 Moreover, the contractors jointly competing for the contract shall appoint an attorney-in-fact to represent them in the contract award procedure or in the procedure and conclusion of the contract. The power-of-attorney shall be attached to the tender in the original copy or as a notarially certified copy of

the original. It is also allowed to attach the true copy of the power-of-attorney certified by the mandator.

- X. If the Tenderer's registered seat or place of residence is outside the territory of the Republic of Poland, instead of submitting declaration of the lack of grounds for exclusion from the procedure, the Contractor shall submit documents specified in §4 of the Regulation of the Prime Minister of 30 December 2009 on the types of documents that may be requested by the contracting authority from the contractor and forms in which these documents may be submitted (Journal of Laws 2009, No. 226, item 1817). In particular, the Contracting Authority specifies that:

10.1 If the contractor's registered seat or place of residence is outside the territory of the Republic of Poland, instead of submitting documents specified in item 9.1.2, 9.1.3 and 9.1.4 of this specification, the contractor shall submit a document or documents issued in the country in which the contractor has the principal (registered) seat or domicile, confirming respectively that:

10.1.1 neither winding up procedure has been commenced nor bankruptcy has been declared with respect to the tenderer,

10.1.2 the contractor is not in arrears with the payment of taxes, fees, social insurance or health insurance premiums, or stating that the contractor has been legally exempted, his outstanding payments have been deferred or divided into instalments or the execution of a decision of a competent authority has been stopped in its entirety.

10.2 If the documents specified in item 10.1 above are not issued in the place of residence (domicile) of the person or the country of the contractor's registered seat or domicile, they shall be replaced by a document containing a declaration made before a notary public, a competent judicial or administrative authority or a competent professional or commercial body in the place or residence of the person or the country of the tenderer's registered (principal) seat or domicile.

XI. Time limit during which the Contractor must maintain its tender:

11.1 The Contractor must maintain its tender for 90 days.

11.2 The period, during which the Contractor must maintain the tender, shall commence with the expiry of the time limit for submission of tenders.

XII. Performance guarantee

12.1 Upon the commencement of the contract, the Contractor shall deposit guarantee of due performance of the contract in the net amount equivalent to 6% of the remuneration which the Contractor is entitled to, as chosen:

12.1.1 in cash crediting the Contracting Authority's bank account number 25 1020 2313 0000 3602 0192 1493 with the note: "performance guarantee - supply of in-house laboratory",

12.1.2 bank guarantee,

12.1.3 insurance guarantee,

12.1.4 bank surety.

12.2 If the chosen form of due contract performance guarantee is bank or insurance guarantee, than that guarantee shall be unconditional, irrevocable and payable upon first demand, issued by a Bank or Insurance Company.

- 12.3 Bank or insurance guarantee, or bank surety shall be drawn up and interpreted in accordance with the rules of law binding in Poland. Non-pecuniary due performance guarantee must be annexed to the contract. The bank or insurance guarantee document requires the approval from the Contracting Authority.
- 12.4 Due contract performance guarantee shall be binding and valid until the date of conclusion of works and removal of faults and failures until the end of the guarantee period.
- 12.5 The Contracting Authority provides for the Contractor to deposit two separate guarantees (guarantee documents) in the amount stipulated in Article 10 paragraph 3 of the draft contract (due contract performance guarantee until the final acceptance) and in the amount stipulated in Article 10 paragraph 4 (warranty claims security).
- 12.6 The date of depositing the due contract performance guarantee in cash shall be the date of crediting the Contracting Authority's bank account.
- 12.7 In the event of a delay in the time limit for the conclusion of the performance of the object of the procurement procedure, the Contractor is obligated to extend the validity period of the due contract performance guarantee for the time indispensable for the conclusion of the performance of the object of the procurement procedure. As regards non-pecuniary forms of guarantee of due performance of the contract, if the Contractor fails to perform the above obligation, the Contracting Authority is entitled to extend the validity period of a bank guarantee, insurance guarantee or bank surety at the expense of the Contractor and shall be entitled to claim and collect the receivables arising from the related costs that have been so incurred.
- 12.8 Conditions for return of the guarantee are stipulated in Article 10 of the draft contract constituting the Annex no 2 to the specification of essential terms of the contract.

XIII. Description of the manner of tender preparation:

- 13.1 The Contractor may submit only one tender.
- 13.2 The tender shall be prepared in accordance with the template of the tender submission form constituting the Annex no 3 attached hereto. If the Contractor submits the tender on his own form, such tender must include each and every component specified in the annex above, otherwise the Contractor shall be excluded from the contract award procedure.
- 13.3 All and any costs related to the preparation of the tender shall be incurred by the tenderer.
- 13.4 The contents of the tender should correspond to the contents of the specification of essential terms of the contract.
- 13.5 The tender should be typewritten, handwritten or written on a computer in a readable and legible manner.
- 13.6 All and any alterations to the tender must be clearly made and signed by the person executing the tender.
- 13.7 The first page of the tender should include the listing of all documents provided in the envelope / package.
- 13.8 Detailed description of the documents required within this contract award procedure is specified in items VI and VIII above.

- 13.9 All pages of the tender should be clipped (stitched) permanently together, so as to avoid any interference in the completeness of the tender.
- 13.10 Tender is to be submitted in a non-transparent, sealed envelope / package in a manner ensuring content confidentiality and guaranteeing its inviolability until the opening of tenders. The envelope / package should be addressed to the Contracting Authority as stipulated in item I hereof and bear the name and precise address of the Contractor and should be labelled in the following manner:

**“Supply of In-House (Indoor) Solar Collectors and Systems Testing Laboratory
for the Solar Systems Test Centre”**

with relation to the Project entitled “Foundation of Euro-Centrum Science and Technology Park - Development and Application of New Technologies in the Field of Energy Conservation and Renewables”;

implemented within the framework of Priority Axis 5: Diffusion of Innovation;
Measure 5.3: Support for Innovation Centres of the Innovative Economy
Operational Programme;

Co-financed with the European Union funds and the State Budget;

with regard to the Financial Support Agreement dated 8th October 2010,
number POIG.05.03.00-00-010/10-00 [POIG - *Innovative Economy Operational Programme*].

Do not open until 15 p.m. On 12th July 2011

- 13.11 The Contracting Authority is not liable for any occurrences resulting from mislabelling the envelope / package or lack of any of the required information.
- 13.12 In the event of cancellation of the contract award procedure due to the fault of the Contracting Authority, the contractors who submitted non-rejectable tenders shall not be entitled to claim reimbursement of the justified costs of participation in the procedure, and in particular, the costs incurred for the preparation of their tenders.
- 13.13 The Contractor shall attach to the tender:
- 13.1.1 A power-of-attorney of the person executing the tender. The power-of-attorney should be attached to the tender in the original copy or as a notarially certified copy of the original. It is also allowed to attach the true copy of the power of attorney certified by the mandator, if the tender is executed by the attorney-in-fact,
 - 13.1.2 A draft contract constituting the Annex no 2 hereto, initialled on each page and signed on the last page,
 - 13.1.3 documents stipulated in item VI hereto,
 - 13.1.4 documents stipulated in item VIII hereto,
 - 13.1.5 a declaration of the fulfilment of the conditions for participation in the

procedure in accordance with the template constituting the Annex no 5 attached hereto,

13.1.6 a declaration of the lack of personal or capital affiliation in accordance with the Annex no 8 attached hereto,

13.1.7 disbursement schedule.

XIV. Date and place of submission and of opening of tenders

14.1 The tenders must be made in writing and must be sent/deposited until 15: 00 on 12th July 2011 to the Contracting Authority's address specified in item I of this specification of essential terms of the contract, the secretary office.

14.2 The Contractor may, prior to the expiry of the time limit for the submission of tenders, **change or withdraw** the tender. Such change or withdrawal of the tender must be made in writing.

14.3 Changes appertaining to the content of the tender should be prepared, packaged and addressed to the Contracting Authority's address stipulated in item I hetero, in the manner specified in the item of this specification of essential terms of the contract and additionally marked as "Change," or in case of a notification of withdrawal, marked as "Withdrawal." Envelopes so marked will be the first to be opened.

14.4 The Contractor may not withdraw or change the content of the tender after the expiry of the time limit for the submission of tenders.

14.5 The content of the envelopes must remain unknown until the time of the opening of tenders.

14.6 **Opening of submitted tenders** shall be held at 12.15 a.m. on 12th July 2011 at the Contracting Authority's principal seat, the conference room.

14.7 The tenders submitted outside the time limit for the submission of the tenders shall be returned unopened with the specification of the cause for return.

14.8 The Contracting Authority does not provide for reimbursement of costs incurred as a result of the contract procedure.

XV. Criteria for assessment of tenders: gross price for the performance of the whole object of contract.

15.1. The tender price shall include all and any commitments of the Contractor and shall be stated in EURO in numbers and words with value added tax duly specified.

15.2. The tender price shall include all and any costs and components related to the performance of the awarded contract. The Contractor is obliged to examine the tender documents while pricing works for the purpose of arriving at the lump sum that is the tender price.

15.3. For the tendering purposes, the Contractor puts in the lump sum price **constituting the total remuneration payable for the performance of the object of the contract.**

15.4. There may be only one tender price stated.

15.5. Net price, VAT and gross prices shall be calculated in round figures to two decimal places (in accordance with the mathematical rule of rounding: if the decimal point on number is below 5 the ending is disregarded, if it equals or exceeds 5 it should be rounded up).

- 15.6. The tender price for the performance of the object of the contract should be presented in the tender submission form annexed to this specification of essential terms of the contract.
- 15.7. Tender assessment score shall be calculated on the basis of the following mathematical equation:

$$\frac{\text{the lowest price (gross)}}{\text{the price of the tender under assessment}} \times 100 \text{ points} = \text{the number of points obtained}$$

- 15.8. The tender price is the only criterion for the selection of the tender - 100 %.
- 15.9. During examination and evaluation of tenders the Contracting Authority may require explanations of the tenders' contents submitted by the tenderer.

XVI. Manner of providing explanations concerning the specification of essential terms of the contract:

- 16.1 Each Contractor may request the Contracting Authority to explain the content of the specification of essential terms of the contract no later than 7 days prior to the time limit for submission of tenders.
- 16.2 The Contractors' queries should be made in writing and communicated to the Contracting Authority's address.
- 16.3 The Contracting Authority shall post the query with the explanation on the website of the Contracting Authority.
- 16.4 In justified cases, the Contracting Authority may, prior to the expiry of the time limit for the submission of tenders, at any given time modify the content of the specification for essential terms of the contract. Each such modification to the specification becomes a component of the procedure documentation. Every modification shall be immediately provided to all the Contractors competing for the contract, thus becoming a binding component of the specification. Modifications shall be posted on the website of the Contracting Authority.
- 16.5 The Contracting Authority shall extend the time limit for the submission of tenders if an additional time is necessary to make changes to the tenders, as a result of the modification of the contents of the specification of essential terms of the contract. In such a case, all and any rights and obligations of the Contractor and the Contracting Authority regarding previously set time limits shall be subject to a new time frame.

XVII. Manner of communication between the Contracting Authority and the Contractors

In this procedure any and all declarations, requests, communications and notices or information between the Contracting Authority and the Contractor shall be delivered in writing or by fax (fax available Monday to Friday 8 a.m. - 4 p.m.). The Contracting Authority *allows for communication by electronic means - Ms Justyna Kownacka is the Contracting Authority's exclusive and sole contact person for the Contractors communicating by electronic means; email account: j.kownacka@euro-centrum.com.pl.*

As regards declarations, requests, notices or information delivered by fax, each party, upon the other party's request, shall immediately confirm the receipt of such

documents.

XVIII. Commencement of Contract:

The contractors whose tenders pass the formal assessment shall be invited to negotiations. The contract shall be commenced and concluded on conditions stipulated in the template constituting the Annex no 3 to this specification, with the Contractor whose offer shall be selected as the best tender in the course of the negotiations. The Contractor is obligated to attach to the tender an initialled draft contract which shall be the basis for the execution of the object of the contract. The date of commencement of the contract shall be the day of signing the contract by the Contracting Authority.

- XIX. The Contracting Authority shall notify of the results of this procedure by posting appropriate information on its website. The contractors submitting tenders in this procedure shall be notified by the Contracting Authority in writing.
- XX. The procedure shall not be subject to protests, appeals or any other means of objections.
- XXI. The Contracting Authority reserves the possibility to cancel the award contract procedure, at any given time, without stating the cause.

Annexes:

- 1. Annex no 1 - detailed specification of the object of the procurement procedure,
- 2. Annex no 2 - draft contract
- 3. Annex no 3 - tender submission form,
- 4. Annex no 4 - declaration of the lack of grounds for exclusion,
- 5. Annex no 5 - declaration of the fulfilment of the conditions for participation in the procedure,
- 6. Annex no 6 - information concerning experience,
- 7. Annex no 7 - information concerning personnel capable of performing the contract,
- 8. Annex no 8 - declaration on the lack of capital and personal affiliation,
- 9. Annex no 9 - guidelines on preparation of the disbursement schedule.