

TERMS AND CONDITIONS OF TENDER PROCEDURE

Procedure no. SAULE-2/03/2019 of 2nd April, 2019

Saule Sp. z o.o. based in Warsaw, invites you to take part in the Tender procedure for the **purchase, delivery and installation of cleanrooms** (further: Procedure).

Funding: in the case of granting co-financing, from the Smart Growth Operational Programme 2014-2020, Measure 4.1: Scientific research and development works

Procedure No.: SAULE-2/03/2019

Type of contract: Construction works

CPV: 44210000-5 Structures and parts of structures
45214631-2 Installation works for clean rooms

Procedure: Request for competitive quotation

Place of execution of the contract: Wrocław

Date of execution of the contract: within a maximum of 6 months from the moment of signing the contract

§ 1 GENERAL PROVISIONS

1. These Terms and Conditions specify the manner of preparation and conduct of the Procedure for **the purchase, delivery and installation of cleanrooms**.
2. Whenever the Terms and Conditions refer to:
 - a) **Saule or the Contracting Authority** - it should be understood as Saule Sp. z o.o., based in Warsaw, 14b Postępu Street, 02-676 Warsaw, Tax Identification Number (NIP) 522-301-09-43, Industry Identification Number (REGON) 146985340, registered under Court Register Number (KRS) 0000487548 in District Court for Capital City of Warsaw, 12 Commercial Department, e-mail: office@sauletech.com, www.sauletech.com,
 - b) **Subject of the Contract / Order** - it should be understood as the **purchase, delivery and installation of cleanrooms**,
 - c) **Contract** - it should be understood as a contract to be concluded by Saule with the Contractor as a result of conducting the Procedure,
 - d) **Tenderer** - it should be understood as an entity (a person, a legal person or an organizational unit without legal personality) applying for the conclusion of the Contract,
 - e) **Contractor** - it should be understood as the Tenderer with whom the Contract was concluded.

§ 2 GENERAL RULES OF THE PROCEDURE

1. Any entity engaged in an economic activity, regardless of its legal form, place of residence or ownership structure, which meets the conditions set out in this Procedure and submits all necessary documents on time, may take part in the Procedure.



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Saule Sp. z o.o.
ul. Postępu 14b
02-676 Warszawa

+48 22 111 00 80
www.sauletech.com

KRS: 0000487548
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2. The following **are excluded** from applying for participation in the Procedure:
 - a) entities in respect of which insolvency proceedings have been opened or bankruptcy announced,
 - b) entities that are in arrears with the payment of taxes, fees and social security contributions,
 - c) persons who have been legally convicted of a crime of paid protection, an offense against economic turnover or other crime committed for financial gain, and in the case of entrepreneurs other than persons, when the above-mentioned circumstances occurred in relation to the members of their governing bodies,
 - d) Tenderers who have submitted incomplete, incorrectly prepared (not meeting the requirements contained in the Procedure) Tenders,
 - e) Tenderers who do not meet the conditions for participation specified in this Procedure.
 - f) Tenderers who are in an economic and financial situation that does not ensure timely and compliant execution of the contract or do not have necessary technical knowledge and experience, as well as people capable of executing the Contract.
3. Saule requires the Tenderers to submit a statement, the model of which constitutes **Appendix 1** to this Procedure. The submission of a false statement excludes from participation in the Procedure, and after the conclusion of the Contract is a gross violation of it and constitutes the basis for termination of the Contract with immediate effect due to the fault of the Tenderer.
4. The Procedure is not public. Public tenders are not expected to be opened in public and access to the report on the Procedure is restricted, except as described in point 5.
5. At the request of the Tenderer who submitted the Tender, the Contracting Authority made available the report on the Procedure at the headquarters of Saule in Warsaw, excluding some of the tenders constituting the trade secret.

§ 3 CONDITIONS FOR PARTICIPATION IN THE PROCEDURE

1. The conditions for participation in the Procedure are:
 - a) submission of the **Tender** with all required appendices,
 - b) submission of a **statement**, the model of which constitutes **Appendix 1** to this Procedure,
 - c) submission of a copy of the current extract from appropriate register or current certificate of entry in the business activity register, generated no earlier than 3 months before the deadline for submission of the Tender,
 - d) submission of a **power of attorney** (or a copy thereof) granted to sign the Tender, submit the Tender, conclude the Contract or other actions undertaken on behalf of the Tenderer - if the persons undertaking the above-mentioned activities on behalf of the Tenderer are not listed in the register as persons authorized to represent the Tenderer. Copies must be confirmed as a true copy by the person / persons authorized to represent the Tenderer,
 - e) submission of a **statement** that the Tenderer is not related to the Contracting Authority by equity and person; **equity or personal relations** are understood as mutual relations between



Contracting Authority or persons authorized to making commitments on behalf of Contracting Authority or persons acting on behalf of Contracting Authority in the process of preparation and carrying out the Procedure and Contractor, particularly consisting in:

- involvement in company as a partner in a civil law partnership or partnership;
 - holding minimum 10% of stocks or shares;
 - performing functions of a member of supervisory or managing body, a procurer, attorney;
 - being married, having direct/lineal or collateral/secondary affinity up to the second degree, remaining in adoption-like relationship, being under guardianship or custody,
- f) (in order to ensure correct performance of the contract by the Contractor) submission of **proof** of compliance with the following condition of participation in the Procedure - Tenderer participating in the Procedure must prove that within the 3 years preceding the deadline for submission of tenders (and if the period of business is shorter - within this period) performed **at least one delivery and installation of cleanrooms of ISO 8 class** (according to ISO-14644-1) **with a minimum area of 35 m²**. The Contracting Authority considers that the criterion is met if the Tenderer submits reference letters or other evidence proving the performance of such orders.

2. Saule reserves the right to cancel or change the terms of this Procedure, as well as cancel the Procedure without giving reasons, and may do so at any time without liability to Tenderers who submitted Tenders.
3. By taking part in the Procedure, the Tenderer accepts the provisions of this Procedure and the provisions of the draft contract set out in **Appendix 2** to this Procedure. The Tenderer may submit proposals for amendments to the provisions of the Contract, however, it may not make the validity of its Tender conditional on their acceptance by Saule. The Tenderer conditional validity of its Tender from the acceptance by Saule of any change proposed by it in the provisions of the Contract is the basis for the rejection of the Tender.

§ 4 DESCRIPTION OF THE SUBJECT OF THE CONTRACT AND EXPLANATIONS

1. The subject of this Procedure is **the purchase, delivery and installation of cleanrooms** specified in point 2 within a maximum of **6 months** from the moment of signing the contract.
2. The Contractor will deliver and install the subject of the contract, to the Contracting Authority, in accordance with the following specification:
 - 1) **Clean Room Class: Class ISO 8 according to ISO 14644-1**
 - 2) **Description:** 35.7m² cleanroom, layout according to **Figure 1**. Inner height, 3.5m all areas. The Cleanroom and the complete structure will be standalone and self-supporting. The structure upper deck will form the plenum ceiling of the cleanroom and will be walkable. Clean Room class ISO8 (100,000) proposed are 15 air-changes/hr @ 80% duty. During normal operation conditions, with all equipment installed, the air in the cleanroom must have temperature regulated in the range between 18°C-24°C and a relative humidity



in the range of 15% RH - 25% RH. Measured air temperature must be equal to set temperature with the accuracy of 0.5°C. Measured air humidity must be equal to set humidity with the accuracy of +/-3%RH. Climatic parameters need to be maintained independently from external conditions. Delivered equipment includes all HVAC components, to maintain the climatic parameters described above, during normal operation conditions. Cleanroom need to be equipped with:

- single doors at 1160 mm wide clear opening,
- Cleanroom lights, LED 86w, 4000k LED units,
- ceiling integrated HEPA Fan Filter Units controllable with touch screen controller.

3) Cleanroom Walls

The cleanroom walls must be constructed using a precision cleanroom panel with polyester coated steel skins, FM rated aluminium honeycomb core and aluminium box section frame. The panels must be flush when installed with a 4mm gap between panels which will be filled with a suitable cleanroom silicone sealant. The cleanroom walls must sit on a recessed base so the flooring vinyl can be coved to the underside of the panel. Return Air shafts to be constructed using this wall panel and the quantity and location of these is to be determined by the tenderer but will need to allow for integration with the existing cleanroom and plenum.

4) Cleanroom Doors

Cleanroom doors must be flush in the wall, have a vision panel, kick plates and stainless steel hardware. The door must also have an adjustable door closers and have a clear opening of 1160mm.

5) Cleanroom Ceiling

The cleanroom ceiling must be constructed using an extruded and anodised aluminium grid, certified for cleanroom use with polyester coated steel in-fill panel and the ceiling suspension will be from an existing steel frame with upper top deck to create the air plenum.

6) Cleanroom Flooring

Cleanroom floor vinyl to be installed with 100mm radius coving between all edges and walls and must be coved to the underside of the wall panel. The vinyl should be 2.5mm thick and should be certified for cleanroom use.

7) Fan Filter Units

Fan filter units with HEPA filters (H14) should be installed in the ceiling grid and the quantity should be calculated for 15 air changes per hour @ 80% duty. The fan filter units should be suitable to join the existing FFU network by means of LAN cables with RJ45 connectors and be suitable to be addressed and controlled by a device with communication by EBM LAN.

8) LED Lighting



LED lighting to 600 LUX with closed LED panel that will fit into the ceiling grid, emergency module pack to be included in each room and these to be connected to the existing lighting circuits.

The Order scope is presented in the layout below (**Figure 1**).

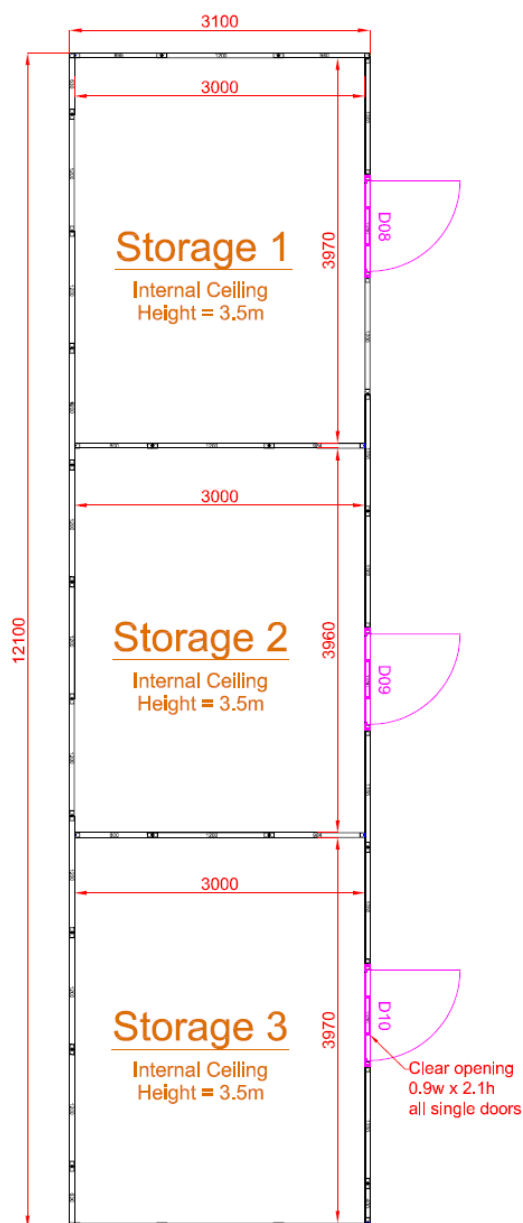


Figure 1 Scope of the Order - Cleanroom Layout

- The amount of remuneration for the Contractor in the submitted Tender must include **all necessary costs** to complete the contract, including **costs of transporting** the subject of the contract to the final destination along with the **insurance** covering damage resulting from all risks until the receipt of the subject of the contract, **loading and unloading** costs and **proper packing** of the subject of the contract, costs of **guaranteeing the device** in the period of **at least 12 months**



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from the date of receipt of the subject of the contract, the **remaining costs** resulting from the requirements set out in point 1 and 2.

4. The Contracting Authority shall pay an **advance** in the amount of **up to 60%** of the total value of the subject of the contract. The remaining remuneration will be paid after the receipt of the subject of the contract confirmed by the Validation Report signed by the Contracting Authority.
5. The Tenderer may ask Saule for any doubts regarding the conditions of the Procedure. Requests for clarifications should be submitted in writing within **10 working days**, counting from the date of the publication of this Procedure. It is allowed to send an inquiry via e-mail.
6. The Contracting Authority specifies the following person for communication: **Maciej Biernacki**, e-mail: maciej.biernacki@sauletech.com.
7. Costs of Tender preparation and submittal shall be borne by Contractor.
8. These Terms and Conditions with its appendices have been posted on appropriate websites as required by the competitiveness principle, including Contracting Authority's website at www.sauletech.com/tenders.
9. The Contracting Authority reserves the possibility to introduce **significant alterations** in the provisions of the signed Contract, resulting from the following specification, under condition that the alterations are prompted by circumstances which may influence proper contract performance, including cases when:
 - parts / products specified in the tender, and next in the contract, have been discontinued and are unavailable. In such case, Contractor may suggest alternative parts / products which shall meet all the requirements specified in the Procedure,
 - existing regulations have changed, if adjusting the provisions of the contract to the current legal status (including existing norms) is required,
 - the necessity of introducing changes results from guideline changes or recommendations by the institution which has provided funds for the contract,
 - tax rates for products being the subject of tender have changed,
 - force majeure events have occurred, which were impossible to externally predict and which could not be avoided.

Contract amendments shall be made in writing.

§ 5 TENDER, INCLUDING THE DEADLINE FOR SUBMITTING TENDERS

1. The Tender should be prepared on the Tender form (**Appendix 3 to the Procedure**).
2. The Tender should be submitted at the **Saule office in Wrocław** (Duńska 11 Street, 54-427 Wrocław) until **10:00 am on 24th April, 2019**.

3. The submission of the Tender at the Saule office means a physical (personal) submission of the Tender or sending it by courier / registered mail, delivered until **10:00 am on 24th April, 2019**.
4. The Tender should be submitted in a closed, opaque envelope. The envelope should include the following information:
 - a) number and name of the Procedure: „**SAULE-2/03/2019 - Purchase, delivery and installation of cleanrooms**”,
 - b) full name and address of the Tenderer.
5. The date and time of the tender's delivery to the Contracting Authority shall determine the acceptance of the Tender.
6. Tenders that will be submitted after the deadline specified in point 2, will not be evaluated.
7. The Tenderer **may change or withdraw** the Tender previously submitted by it. A change or withdrawal of the Tender may take place by submitting an appropriate written statement to the Saule office, provided that such a declaration can only be effectively made before the deadline for submitting Tenders set by Saule.
8. It is allowed to submit Tenders **in electronic form** to the following address: przetargi@sauletech.com. In this case, the Tenderer must, within the time specified in point 2, send to the e-mail address above the Tender with attachments in files with *.pdf extension, compressed (packed) to a file in *.zip or *.rar format. The file (s) in *.zip or *.rar format should be protected with a password known only to the Tenderer. **Within 5 (five) hours** from the the deadline for submitting Tenders, the Tenderer should send to the e-mail address: przetargi@sauletech.com passwords to compressed (packaged) files. Failure to comply with the obligation set out in the previous sentence results in rejecting the Tender as not meeting the requirements of the Procedure. Provisions of the points 1, 4, 5 and 7 shall apply accordingly.
9. After submitting the Tenders Saule:
 - a) will open Tenders, evaluate them and compare their terms,
 - b) make the selection of the most advantageous Tender and conclude a Contract with the Tenderer in the Procedure.

§ 6 TENDER EVALUATION, INCLUDING CRITERIA

1. Formal evaluation of Tenders will be made by verifying submitted documents in terms of their completeness, consistency and fulfillment of the conditions set out in this Procedure:
 - a) formal evaluation is subject to the Tender;
 - b) the evaluation will be made on the principle „meets” or „does not meet the requirements”
 - c) if the Tender and attached documents do not confirm the fulfillment of the conditions of participation in the Procedure, Saule will be able to set the Tenderer a deadline for submitting

explanations or supplementing the required documents. Setting an additional deadline is not an obligation for Saule.

2. All correctly submitted Tenders will be assessed according to the same criteria.
3. Saule shall correct obvious errors in the Tender, including typing errors.
4. Saule shall **reject** the Tender if:
 - a) its content does not correspond to the Procedure, including if it is partial or conditional or variant,
 - b) it was submitted by the Tenderer who is subject to the exclusion from participation in the Procedure,
 - c) it was submitted after the deadline for submission of Tenders.
5. Saule is not obliged to notify the Tenderer whose Tender has been rejected about this fact. At the request of the Tenderer, Saule indicates the justification and the basis for the rejection of the Tender.
6. Saule shall make the evaluation of Tenders based on the following criteria:
 - 1) Contractor's net remuneration, Criterion weight: **90%** (max 90 pts)
 - 2) Time of delivery and installation, Criterion weight: **10%** (max 10 pts)

Points for particular criteria shall be calculated in accordance with the following formula:

1) Contractor's net remuneration

$P = Cn / Cob \times [90]$, where:

P – number of points awarded to the Tenderer for the remuneration offered

Cn – lowest remuneration offered in the procedure

Cob – remuneration offered in the examined tender

2) Time of delivery and installation

$P = Cnd / Cd \times [10]$, where:

P – number of points awarded to the Tenderer for the delivery and installation time offered

Cnd – shortest delivery and installation time offered in the procedure

Cd – time of delivery and installation offered in the examined tender

Maximum score equals 100 points. The sum of particular criteria (1+2) will constitute the final result of each tenderer. The tender awarded the highest number of points shall be considered optimum.

The Contracting Authority informs that the values given in the submitted tenders in **foreign currency** will be calculated into zloty (PLN) according to the average exchange rate announced by National Bank of Poland on the day of the launch of this Procedure, i.e. on the day of the publication of the Terms and Conditions of tender submission.

7. As the most advantageous Tender, Saule will select the Tender, which is the most advantageous for the Contracting Authority according to the criteria set out in point 6.

§ 7 CONCLUSION OF THE PROCEDURE

1. The Procedure will be concluded by announcing the selection of the Contractor. The Contracting Authority will publish information about the result of the Procedure on appropriate websites as required by the competitiveness principle, including Contracting Authority's website at www.sauletech.com/tenders.
2. The selected Tenderer is obliged to sign the Contract within 7 days from the day of receiving from the Contracting Authority an invitation to sign the Contract.
3. If the Tenderer, whose Tender has been selected, avoids concluding the Contract, Saule may choose the most advantageous Tender from among the remaining Tenders, without carrying out their re-evaluation.

§ 8 ANNULMENT OF THE PROCEDURE

1. Saule shall annul the Procedure if:
 - a) no tender has been submitted that is not subject to rejection,
 - b) none of the tenders meets the financial expectations assumed by Saule.
2. Saule shall also terminate the Procedure without selecting any tenders submitted.
3. Saule reserves the right to annul the Procedure in whole or in part, regardless of the stage of the Procedure, without mentioning reasons for such annulment.

§ 9 MEANS OF APPEAL

Saule does not provide participants of the Procedure with means of appeal regarding the Procedure carried out under these Terms and Conditions.

APPENDICES:

Appendix No. 1 - Contractor's statement;
Appendix No. 2 - draft Contract (negotiable);
Appendix No. 3 - Tender form model.



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