



## **Terms and Conditions of tender procedure**

### **Procedure No. SAULE-PBSE-3/08/2018 of 29th August, 2018**

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

**Project:** Semi-transparent single junctions and highly efficient opaque tandem photovoltaics based on perovskite materials for BIPV and BAPV applications

**Funding:** Smart Growth Operational Programme 2014-2020 (further: SG OP)

**Project purpose:** The strategic goal of the project is to develop and commercialize new products based on perovskite solar cell technology

**Procedure No.:** SAULE-PBSE-3/08/2018

**Type of contract:** Supply

**CPV:** 38000000-5 - Laboratory, optical and precision equipment (except glass)  
38540000-2 - Testing and measuring machines and apparatus  
38900000-4 - Various instruments for research or testing

**Procedure:** Request for competitive quotation

**Place of execution of the contract:** 11 Duńska Street, 54-427 Wrocław

**Date of execution of the contract:** within the period indicated in the tender by the contractor

**Conclusion of the contract:** Execution and conclusion of the contract with the Contractor selected in the Procedure depend on receiving the approval from the institution financing the Project for co-financing of this contract.

### **§ 1 GENERAL PROVISIONS**

1. These Terms and Conditions specify the manner of preparation and conduct of the Procedure for **the purchase and delivery of the atmospheric plasma**.
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](mailto:office@sauletech.com), [www.sauletech.com](http://www.sauletech.com),
  - b) **Subject of the Contract / Order** - it should be understood as the purchase and delivery of the atmospheric plasma,





- 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, may take part in the Procedure.
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.
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 CONTRACT SUBJECT AND EXPLANATIONS

1. The subject of this procedure is the **purchase and delivery of the atmospheric plasma**. The Contractor will provide a brand-new device in accordance with the following **specification** (minimum requirements):
  - 1) The system consists of a separate head and power supply. The power supply with the plasma head is connected by a wire with a length of at least 3 m,
  - 2) Digital input enabling remotely switching the device on and off,





- 3) Head:
    - Method of operation: Diffuse Coplanar Surface Barrier Discharge,
    - Plasma active area: at least 24 x 40 mm,
    - Plasma power: at least 30W,
  - 4) Power supply: 230V AC.
2. The amount of remuneration for the Contractor in the submitted Tender must include **all additional costs** related to the purchase of the device, including **costs of transporting** the device to the final destination along with the **insurance** covering damage resulting from all risks until the receipt of the equipment confirmed by the acceptance protocol, **loading and unloading** costs and **proper packing** of the device, costs of **guaranteeing the device** in the period of **at least 12 months** from the date of receipt of the device confirmed by the acceptance protocol, the **remaining costs** resulting from the requirements set out in point 1.
  3. The Tenderer may ask Saule for any doubts regarding the conditions of the Procedure. Requests for clarifications should be submitted in writing within **5 working days**, counting from the date of the publication of this Procedure. It is allowed to send an inquiry via e-mail.
  4. The Contracting Authority specifies the following person for communication: **Maciej Biernacki**, e-mail: [maciej.biernacki@sauletech.com](mailto:maciej.biernacki@sauletech.com).
  5. Costs of Tender preparation and submittal shall be borne by Contractor.
  6. The Contractor is bound to prepare documentation for the needs of this Procedure in accordance with requirements, i.e. in accordance with applicable procedural rules of promotion and labelling of projects in SG OP Programme accessible on website: <http://www.poir.gov.pl/strony/o-programie/promocja/> or on the premises of Contracting Authority. All appendices enclosed to the Procedure by Contracting Authority are in accordance with rules of promotion and labelling of projects in SG OP.
  7. 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](http://www.sauletech.com/tenders).
  8. In the case of obtaining approval from the institution financing the project for co-financing of this contract, the Contracting Authority will finance the execution of the Order using **leasing**. Therefore, the Contractor whose Tender will be considered the most advantageous (i.e. he will receive the largest number of points) will be concluded a tripartite Contract between: the Contractor, the Contracting Authority (the User) and the lessor (the institution financing the subject of the contract). Both the Contract and the execution of the Order will be compliant with





the terms of the submitted Tender. The Contracting Authority will pay an **advance** in the amount of **up to 40%** of the total value of the Contract.

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:
- the product specified in the tender, and next in the contract, has been discontinued and is unavailable. In such case, Contractor may suggest another type of product 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 11th September, 2018**.
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 11th September, 2018**.
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-PBSE-3/08/2018 - Purchase and delivery of the atmospheric plasma"**,
  - 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](mailto: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](mailto: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  
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 Contractor for the remuneration offered

Cn – lowest remuneration offered during the procedure

Cob – remuneration offered in the examined tender

- 2) Criterion - Time of delivery

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

P – number of points awarded to the Contractor for the delivery time offered

Cnd – shortest delivery time offered in the procedure

Cd – time of delivery 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.

7. 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.
8. 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](http://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.

