

TERMS AND CONDITIONS OF TENDER PROCEDURE

Procedure No. SAULE-NE-1/09/2022 of 28th September 2022

Saule S.A. with its registered seat in Warsaw, invites you to take part in the **Tender procedure** for the **preparation of Feasibility Study together with functional and design specification concerning manufacturing line for the production of perovskite solar panels** (hereinafter also referred to as the Competition or Procedure).

Project: Construction of a factory for perovskite photovoltaic modules on flexible substrates

Funding: New Energy Programme

Procedure No.: SAULE-NE-1/09/2022

Type of procedure: Tender procedure in accordance with article 70¹ - 70⁵ of the Civil Code

Place of execution of the contract: performance of the service in the place indicated by the Contractor

Completion date: within the period indicated by the contractor in the Offer, however no longer than within **120 days** from the date of signing the Contract.

§ 1 GENERAL PROVISIONS

1. These Regulations (hereinafter referred to as the Regulations) define the procedure for the preparation and conduct of the Competition and has been prepared in polish and English language version. In the event of discrepancies between the language versions of the Regulations, the content of the Regulations **in Polish** will apply.
2. Whenever the Terms and Conditions refer to:
 - a) **Saule or the Contracting Authority** - it should be understood as Saule S.A., 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) 0000811142 in District Court for Capital City of Warsaw, 13 Commercial Department, e-mail: office@sauletech.com, www.sauletech.com,
 - b) **Contractor** - it should be understood as the Tenderer with whom the Contract has been concluded,
 - c) **Subject of the Competition** - it should be understood as **preparation of Feasibility Study together with functional and design specification concerning manufacturing line for the production of perovskite solar panels**,
 - d) **Contract** - it should be understood as the contract for the Order to be concluded by Saule with the Contractor as a result of the Procedure,
 - e) **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,
 - f) **Tender** - it should be understood as the final Offer of the Tenderer submitted after Saule has provided a full description of the subject of the Contract,



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- g) **Application** - it should to be understood as the Contractor's application for participation in the Competition along with attachments, a template of which is attached as **Annex 3** to these Regulations,
- h) **NDA** - confidentiality agreement, a specimen of which is attached as **Annex 6** to these Regulations.

§ 2 GENERAL RULES OF THE PROCEDURE

1. The Competition consists of **three Stages**:

- a) **Stage I** - submission by Tenderers of the signed Application (in accordance with the Tenderer's representation rules) with its attachments and the NDA;
The duration of Stage I - **9** (in words: nine) days from the date of announcement of the Competition Regulations.
- b) **Stage II** - opening the Application with its attachments and NDA and the Saule's assessing the fulfillment of the conditions for providing Tenderers with a full description of the subject of the Competition;
Duration of Stage II - **3** (in words: three) days, excluding public holidays in the territory of the Republic of Poland;
Stage II will end at the end of the day (excluding public holidays in the territory of the Republic of Poland) on which the Contracting Authority will send the Tenderers a full description of the subject of the Competition;
- c) **Stage III** - submission of Offers by Tenderers.
The duration of Stage III - **6** (in words: six) days.

The division of the Competition into three Stages is justified by the need to protect business secrets.

- 2. 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.
- 3. 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 management boards,
 - d) Tenderers who have submitted incomplete, incorrectly prepared (not meeting the requirements contained in the Procedure) Applications or 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 Order execution or do not have necessary technical knowledge and experience, as well as people capable of executing Order.
4. Saule requires the Tenderers to submit with the Application statements, the models of which constitute **Appendix 1 and 2** 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.
5. It is not expected to open Tenders publicly and make available the report on the Procedure, except as described in point 6.
6. 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.
7. The Contracting Authority does not require the tender to be secured with a **deposit**.

§ 3 CONDITIONS FOR PARTICIPATION IN THE PROCEDURE

1. The conditions for participation in the Procedure are:
- a) submission of the **Application (Appendix 3)** to this Procedure) 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 business activity register (KRS or CEIDG), generated no earlier than 3 months before the deadline for submission of the Application or an equivalent registration document in the case of a foreign entity,
 - d) submission of a **power of attorney** (or a copy thereof) granted to sign the Application and Tender, submit the Application and 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, the model of which constitutes **Appendix 2** to this Procedure; **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) submission, in order to ensure the performance of the contract by the Contractor giving a guarantee of its proper performance, a **statement** regarding the fulfillment of the conditions for participation in the procedure specified below in point 2 together with the relevant evidence.
 - g) signing **NDA agreement**, the model of which constitutes **Appendix 6** to this Regulations,
 - h) submission of the **Tender (Appendix 4** to this Regulations).
2. Tenderers may apply for the award of the contract who prove that in the last **10 years**, counting backwards from the date of commencement of the Procedure, and if the period of activity is shorter, then during this period, they have duly performed at least **one** preparation of Feasibility Study for the design and commissioning of production **equipment for photovoltaics or printed and flexible electronics** for the amount of at least **25,000,000.00 PLN net** (in words: twenty five million zlotys). Assessment of the fulfillment of the above requirement will be made on the basis of the **Tenderer's statement** along with the attached letters of reference or other evidence confirming the performance of the above-mentioned order.
 3. 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 Applications/Tenders.
 4. By taking part in the Procedure, the Tenderer accepts the provisions of this Procedure and the provisions of the Contract proposal set out in **Appendix 5** to the Procedure, in particular that the Contract is conditional. The Tenderer may propose changes to the provisions of the Contract, but may not make the validity of his Tender conditional on their acceptance by SAULE. If the Tenderer makes the validity of his Tender dependent on SAULE's acceptance of any proposed amendment to the provisions of the Contract, this shall constitute grounds for rejecting the Tender.

§ 4 CONTRACT SUBJECT AND EXPLANATIONS

1. The subject of this procedure is the **preparation of the Feasibility Study together with functional and design specification concerning manufacturing line for the production of perovskite solar panels**. The contractor will provide the above mentioned documentation, in accordance with the Contracting Authority's requirements and general specification referred to in point 2 and a detailed description of the subject of the contract, constituting **Appendix 7** to this Procedure. The contract with the Contractor will be concluded for the period indicated by the Contractor in the Offer.
2. The Contractor will provide following documents in accordance with the following general specification and Contracting Authority's requirements:
 - 1) Feasibility Study on manufacturing line for the production of perovskite solar panels,

- 2) Functional and design specification of manufacturing line for the production of perovskite solar panels.

Below the general Contracting Authority's requirements related to the production of R2S production line of flexible perovskite photovoltaic modules:

R2S production line of flexible perovskite photovoltaic modules.	
Parameter	Value
1) Production output	minimum 700,000 m ² per year
2) Production Sheet Dimension (for main production processes)	minimum 1m x 1m
3) Production takt time for a 1m x 1m photovoltaic module	maximum 30s
4) Production takt time for summary sheet 616 of the IOT mini-photovoltaic modules	maximum 50s
5) The maximum error of laser processing	+/- 15um
6) The maximum error of the positioning of the production sheet in the production stations	+/- 200um
7) The interior of the machines compatible with the cleanliness class (except for dryers and inkjet printers)	ISO7
8) Process control	Full, with the use of parameterized text recipes and graphic files

Machine List:

1. Frontend PV deposition machine:

Input: Roll of laser etched PET / TCO

Function: Application of functional layers that make up a photovoltaic cell.

Output: Production sheet with all functional layers forming a PV stack.

Processes: Sheet cutting, surface activation (x2) Inkjet printing (x3) Screen printing, drying (x5), Laser processing (x1)

2. Backend machine:

Input: Production sheet with a finished photovoltaic cell.

Function: Protecting the module against external conditions, connecting electrical contacts, dividing the production sheet into finished products, testing, packing.

Output: Finished product - PV module, packed with boxes.

Processes: Busbar application, lamination (x2), laser processing, cutting, adhesive application, soldering, testing, confectioning, packaging.

3. The amount of remuneration for the Contractor in the submitted Tender must include **all costs necessary** to perform the contract, including **costs** resulting from the requirements set out in point 2.
4. The Contracting Authority will pay an **advance** for the performance of the contract in the amount of up to **90%** of the total value of the subject of the contract in **3 tranches** (i.e. tranche 1. 30% of the value of the subject of the contract within 7 days after signing the contract, tranche 2. 20% of the value of the subject of the contract after reaching milestone No. 1 and tranche 3. 40% of the value of the subject of the order after reaching the milestone No. 2), in accordance with the terms of the Contract.
5. The Tenderer may ask Saule for any doubts regarding the conditions of the Procedure. Requests for clarifications should be submitted in writing within **4 days** (excluding public holidays in the territory of the Republic of Poland), 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: Mr. **Maciej Biernacki**, e-mail: maciej.biernacki@sauletech.com.
7. Costs of Application/Tender preparation and submittal shall be borne by Contractor.
8. These Terms and Conditions with its appendices have been posted on 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:
 - existing regulations have changed, if adjusting the provisions of the contract to the current legal status (including existing norms) is required,
 - tax rates (VAT) for products being the subject of Contract 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 APPLICATION

1. Application should be prepared on the form (**Appendix 3 to the Procedure**).
2. The Application should be submitted at the **Saule office in Wrocław** (Duńska 11 Street, 54-427 Wrocław) until **10:00 am on October 07, 2022**.

3. The submission of the Application at the Saule office in Wrocław means a physical (personal) submission of the Application or sending it by courier / registered mail, delivered until **10:00 am** on **October 07, 2022**.
4. Application should be submitted in a closed, opaque envelope. The envelope should include the following information:
 - a) number and name of the Procedure,
 - b) full name and address of the Tenderer.
5. The date and time of receipt of the Application by Saule shall decide about the acceptance of the Application.
6. Applications that will be submitted after the deadline specified in point 2, will not be evaluated.
7. The Tenderer **may change or withdraw** the Application previously submitted. A change or withdrawal of the Application may take place by submitting an appropriate written statement to the Saule office in Wrocław, provided that such a declaration can only be effectively made before the deadline for submitting Application set by Saule.
8. It is allowed to submit Applications **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 Application 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 deadline for submitting Applications, 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 Application as not meeting the requirements of the Procedure. Provisions of the points 1, 4, 5 and 7 shall apply accordingly.

§ 6 SUBMITTING TENDERS

1. Tenderers qualified to participate in Stage III of the Procedure, will receive a full description of the Subject of the Contract and an invitation to submit the Offer in **6** (in words: six) days.
2. Stage III of the Procedure is confidential. Neither party may, without the consent of the other party, disclose technical and commercial information related to Stage III of the Procedure.
3. The Offer should be submitted to the **SAULE office in Wrocław** on the Tender form (**Appendix 4** to this Procedure) within the time limit specified in the invitation of the Contracting Authority to submit the Offer. The deadline for submitting the Offers will be the same for each Contractor.
4. The provisions of § 5 points 3-8 shall apply accordingly to the Offers.



5. When submitting an offer, the Tenderer is bound by it for a period of **30 days**. The offer validity period begins with the expiry of the tender submission deadline.
6. After submitting Offers, SAULE, within a maximum of **10** (in words: ten) days:
 - a) evaluate the Offers,
 - b) select the most advantageous offer and conclude the contract with the Tenderer selected in the Procedure.

§ 7 TENDER EVALUATION, INCLUDING CRITERIA

1. Formal evaluation of Applications/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 Application/Tender;
 - b) the evaluation will be made on the principle „meets” or „does not meet the requirements”
 - c) if the Application/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 Applications/Tenders will be assessed according to the same criteria.
3. Saule shall correct obvious errors in the Applications/Tender, including typing errors.
4. Saule shall reject the Application/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 Applications/Tenders, and in the scope of the Offer - if it did not come from the Tender invited to submit the Offer.
5. Saule is **obliged to notify** the Tenderer whose Application/Tender has been rejected about this fact as well as to notify the Tenderer about the outcome of the Procedure or about closing the Procedure without making a choice. If the Application/Tender is rejected, at the Tenderer's request, SAULE indicates the justification and the basis for the rejection of the Application/Tender.
6. Saule shall make the evaluation of Tenders based on the following criteria:
 - 1) Contractor's net remuneration, criterion weight - **90%**
 - 2) Time of performance of the subject of tender, criterion weight - **10%**

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

1) Contractor's net remuneration

$P = C_n / C_{ob} \times [90]$ where:



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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) Time of performance of the subject of tender

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

P – number of points awarded to the Contractor for the performance time offered;
Cnd – shortest performance time offered in the procedure;
Cd – the performance time offered in the examined tender.

Maximum score equals 100 points. The sum of particular criteria (1+2) 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 Regulations.
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.

§ 8 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 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. The Ordering Authority allows the conclusion of the Contract in the English version and the application to its provisions of law and jurisdiction agreed by the Parties. It is also allowed to apply the general terms and conditions of the contracts used by the Contractor in matters not covered by the Agreement, provided that the Ordering Authority agrees. The Main Provisions of the Contract, being Appendix No. 5 shall be provided to the Tenderer after conclusion of NDA, constituting Appendix No. 6.
4. 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.

§ 9 ANNULMENT OF THE PROCEDURE

1. Saule shall annul the Procedure if:
 - a) no Application has been submitted that is not subject to rejection,



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- b) no Tender has been submitted that is not subject to rejection,
 - c) 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 Competition, without mentioning reasons for such annulment.

§ 10 MEANS OF APPEAL

1. Saule does not provide participants of the Procedure with means of appeal regarding the Procedure carried out under these Terms and Conditions.
2. The Tenderer whose Tender has not been selected in the Procedure is entitled to request the cancellation of the contract concluded as a result of the Procedure in the case referred to in article 70(5) of the Civil Code.

APPENDICES:

- Appendix No. 1 - Contractor's statement 1;
- Appendix No. 2 - Contractor's statement 2;
- Appendix No. 3 - Application form model;
- Appendix No. 4 - Tender form model;
- Appendix No. 5 - Contract main provisions (negotiable, made available after NDA conclusion);
- Appendix No. 6 - NDA (proposal, negotiable);
- Appendix No. 7 - Full description of the Subject of the contract (made available after NDA conclusion).