

Project is co-financed by European Union's European Regional Development Fund  
within Smart Growth Operational Programme  
From Idea to Market Support

## TERMS AND CONDITIONS OF TENDER PROCEDURE

### Procedure No. SAULE-IOT-1/11/2022 of 29<sup>th</sup> November 2022

**Saule S.A. with its registered seat in Warsaw**, invites you to take part in the Tender procedure for the **lease of the Sheet-to-sheet & Roll-to-roll Laser device** (hereinafter also referred to as the Competition or Procedure).

**Project:** High performance perovskite solar cells for applications in low light condition

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

**Project purpose:** The aim of the project is to achieve band gap engineered flexible solar cell devices for highly efficient low light intensity indoorlight harvesting, fine-tuned to meet the requirements for various indoor light sources as power supply for low energy consuming devices.

**Procedure No.:** SAULE-IOT-1/11/2022

**Type of contract:** Supply

**CPV:**

42000000-6 - Industrial machinery

42990000-2 - Various machines for special use

31700000-3 - Electronic, electromechanical and electrotechnical devices

38000000-5 - Laboratory, optical and precision equipment (except glass)

71323000-8 - Design engineering services for industrial processing and industrial production

**Type of procedure:** Request for competitive quotation

**Place of execution of the contract:** ul. Fabryczna 16, 53-609 Wrocław, Poland

**Supply completion date:** within the period indicated by the contractor in the Offer, **however** no longer than within **260 days** from the date of signing the Contract. The lease period is **6 months** from the date of the delivery and the protocol acceptance of the device.

#### § 1 GENERAL PROVISIONS

1. These Regulations (hereinafter referred to as the Regulations) define the procedure for the preparation and conduct of the Competition for offers for **the lease of the Sheet-to-sheet & Roll-to-roll Laser device** and have 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:



SAULE  
TECHNOLOGIES

Saule S.A.  
ul. Postępu 14b  
02-676 Warszawa

+48 722 077 807  
www.sauletech.com

KRS: 0000811142  
NIP: 5223010943

- 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](mailto:office@sauletech.com), [www.sauletech.com](http://www.sauletech.com),
- b) **Contractor** - it should be understood as the Tenderer with whom the Contract has been concluded,
- c) **Subject of the Competition/ Supply** - it should be understood as **the lease of the Sheet-to-sheet & Roll-to-roll Laser device**,
- d) **Contract** - it should be understood as the contract for the Delivery 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;
- g) **Application** - it should 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 - **8** (in words: eight) 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 - **2** (in words: two) 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 - **30** (in words: thirty) days.

The division of the Competition into three Stages is justified by the need to protect business secrets. In accordance with item 6.5.2. sub-point 6 of **the Guidelines on the eligibility of**

**expenditure** of December 21, 2020<sup>1</sup>, due to the need to protect business secrets, it is allowed to limit the scope of the description of the subject of the contract, and it is required to provide a supplement to the excluded description of the subject of the contract to a potential contractor who has undertaken to maintain confidentiality in relation to the information provided, within the time limit enabling the preparation and submission of the Tender.

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 Supply execution or do not have necessary technical knowledge and experience, as well as people capable of executing Supply.
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. 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 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.

### § 3 CONDITIONS FOR PARTICIPATION IN THE PROCEDURE

1. The conditions for participation in the Procedure are:

<sup>1</sup> Link: [https://www.funduszeuropejskie.gov.pl/media/97405/wytyczne\\_w\\_zakresie\\_kwalifikowalnosci\\_wydatkow\\_21\\_12\\_2020\\_1.pdf](https://www.funduszeuropejskie.gov.pl/media/97405/wytyczne_w_zakresie_kwalifikowalnosci_wydatkow_21_12_2020_1.pdf)

- 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 Procedure,
  - h) submission of the **Tender (Appendix 4** to this Procedure) together with the Subject of the Competition technical documentation.
2. Tenderers may apply for the award of the contract who prove that in the last 3 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 **1 delivery and commissioning of Roll-to-roll Laser system for laser patterning** for the amount of at least **900,000.00 PLN net** (in words: nine hundred thousand 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. 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 lease of the Sheet-to-sheet & Roll-to-roll Laser device**. The contractor will provide a brand-new product, in accordance with the 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 Tender.
2. The Contractor will provide the device in accordance with the following general specification (minimum requirements):

<b>Description</b>	Roll-to-roll system for patterning flexible perovskite solar modules with IR and Green femtosecond lasers
<b>Web width</b>	At least up to 330mm
<b>Patterning width</b>	At least up to 300mm
<b>Substrate thickness</b>	50 – 200 µm
<b>Web Speed</b>	0.1 – 10 m/min
<b>Machine frame</b>	Continuous metal frame segment
<b>Operation modes</b>	Mode 1: R2R start-stop mode - according to specifications
	Mode 2: R2R mark on fly - possible operation
	Mode 3: S2S - possible operation
<b>Web handling</b>	No scratches on deposited materials and substrate
<b>Certification</b>	CE marking
<b>Documents</b>	Full technical documentation of the delivered equipment
	Manual in English and Polish
<b>Warranty</b>	At least 2 year warranty
	Spares can be ordered within 10 years of purchase



3. The amount of remuneration for the Contractor in the submitted Tender must include **all costs necessary** to perform the contract, including **costs of transporting** the device to the final destination, loading and unloading costs and proper packing of the device, costs of installation and commissioning of the device, costs of guaranteeing the device in the period of **at least 24 months** from the date of receipt of the device confirmed by the acceptance protocol, costs of training in the operation and use of the equipment, the remaining costs resulting from the requirements set out in point 2.
4. The Contracting Authority may pay an **advance** for the account of the Lease Rent for 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> month in the amount of **50%** of the total value of the subject of the contract. The total value of the subject of the contract is calculated as the product of the monthly net rent amount and the number of months of the lease agreement. The rent will be billed on a monthly basis for a period of **6 months** from the date of delivery and the protocol acceptance of the equipment.
5. The Tenderer may ask Saule for any doubts regarding the conditions of the Procedure. Requests for clarifications should be submitted in writing within **15 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 and via the Internet portal Competitiveness Base 2021 (Baza Konkurencyjności 2021).
6. The Contracting Authority specifies the following person for communication: Mr. **Maciej Biernacki**, e-mail: [maciej.biernacki@sauletech.com](mailto: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 appropriate websites as required by the competitiveness principle, including Contracting Authority's website at [www.sauletech.com/tenders](http://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:
  - 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 Contract have changed,



- force majeure events have occurred, which were impossible to externally predict and which could not be avoided,
- in the cases indicated in **the Guidelines on the eligibility of expenditure** of December 21, 2020<sup>2</sup>.

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 **8<sup>th</sup> December, 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 **8<sup>th</sup> December, 2021**.
4. Application should be submitted in a closed, opaque envelope. The envelope should include the following information:
  - a) number and name of the Procedure: „**SAULE-IOT-1/11/2022 - Lease of the Sheet-to-sheet & Roll-to-roll Laser device**”,
  - 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](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 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 the deadline for submitting Applications, 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

<sup>2</sup> Link: [https://www.funduszeuropejskie.gov.pl/media/97405/wytyczne\\_w\\_zakresie\\_kwalifikowalnosci\\_wydatkow\\_21\\_12\\_2020\\_1.pdf](https://www.funduszeuropejskie.gov.pl/media/97405/wytyczne_w_zakresie_kwalifikowalnosci_wydatkow_21_12_2020_1.pdf)

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 **30** (in words: thirty) 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 3-7 shall apply accordingly to the Offers.
5. It is allowed to submit Tenders in **electronic form**:
  - 1) via the Internet portal Competitiveness Base 2021 (Baza Konkurencyjności 2021) or,
  - 2) to the following address: [przetargi@sauletech.com](mailto:przetargi@sauletech.com). In this case, the Tenderer must, within the time specified in point 1, 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 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 3 and 4 shall apply accordingly.
6. After submitting Offers, SAULE, within a maximum of **5** (in words: five) 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 not obliged to notify the Tenderer whose Application/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 Application/Tender.
6. Saule shall make the evaluation of Tenders based on the following criteria:
  - 1) Contractor's net remuneration, criterion weight - **80%**
  - 2) Time of delivery and commissioning of the subject of tender, criterion weight - **10%**
  - 3) Warranty period, criterion weight - **10%**

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

**1) Contractor's net remuneration**

**$P = Cn / Cob \times [80]$**  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) Time of delivery and commissioning of the subject of tender**

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

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

Cnd – shortest delivery and commissioning time offered in the procedure;

Cd – time of delivery and commissioning offered in the examined tender.

**3) Warranty period**

**$P = Go / 60 \text{ moths} \times [10]$**  where:

P – number of points awarded to the Contractor for the warranty period offered;

Go – warranty period offered in the examined tender (number of months: **minimum 24 months**);

60 months - the warranty period limit set by the Contracting Authority.

Maximum score equals 100 points. The sum of particular criteria (1+2+3) 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 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. The Contracting 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 Contracting Authority agrees.
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,
  - 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

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 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);

Appendix No. 6 - NDA (negotiable);

Appendix No. 7 - Full description of the Subject of the contract (made available after NDA conclusion).

