Project no. 2021/43/I/ST5/03245 is funded by National Science Centre, Poland
under the OPUS 22 call in the Weave programme

# TERMS AND CONDITIONS OF TENDER PROCEDURE

## Procedure No. OPUS-1/04/2023 of 06th April 2023

**Foundation Saule Research Institute with its registered seat in Wroclaw**, invites you to take part in the Tender procedure for the **purchase and delivery of the delaminator** (hereinafter also referred to as the Competition or Procedure).

**Project:** Perovskite Accelerated Lifetime Assessment, degradation mechanism Comprehension for fast device reliability Enhancement

**Funding:** Grant Agreement no. **UMO-2021/43/I/ST5/03245** under the "OPUS 22" call in the Weave programme

**Procedure: OPUS-1/04/2023**

**Type of contract:** Supply

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

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

**Place of execution of the contract:** 11 Dunska Street, 54-427 Wroclaw, Poland

**Supply completion date:** within the period indicated by the contractor in the Offer.

### § 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 purchase and delivery of the delaminator**. 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) **SRI or the Contracting Authority** - it should be understood as **Foundation Saule Research Institute**, based in Wroclaw (postcode: 54-427), 11 Dunska Street, Tax Identification Number (NIP): 8943086798, Industry Identification Number (REGON): 365649692, www.sauleresearch.com, e-mail: zamowienia@sauleresearch.com,
   b) **Subject of the Competition/ Supply** - it should be understood as **the purchase and delivery of the delaminator**,
   c) **Contract** - it should be understood as the contract for the Delivery to be concluded by SRI with the Contractor as a result of 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 has been 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 management boards,
   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 Supply execution or do not have necessary technical knowledge and experience, as well as people capable of executing Supply.

3. SRI requires the Tenderers to submit with the Tender statements, the models of which constitute **Appendix 1 and 4** 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 SRI** in Wroclaw, 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** (**Appendix 3** to this Procedure) with all required appendices,
   b) submission of the Subject of the Competition **technical documentation**,
   c) submission of a **statement**, the model of which constitutes **Appendix 1** to this Procedure,
   d) 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 Tender or an equivalent registration document in the case of a foreign entity,

e) 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,

f) submission of a **statement** that the Tenderer is not related to the Contracting Authority by equity and person, the model of which constitutes **Appendix 4** to this Procedure,

g) 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.

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 of lab equipment** for the amount of at least **150,000.00 PLN net** (in words: one hundred fifty 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. SRI 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.

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 2** 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 SRI. If the Tenderer makes the validity of his Tender dependent on SRI'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 purchase and delivery of the delaminator**. The contractor will provide a brand-new product, in accordance with the following specification (minimum technical requirements):

   - equipment allows testing with computer control and data analysis,
   - equipment allows testing the adhesion and cohesion of thin-film, including the use of 4-point bending fracture mechanics and double cantilever beam (DCB) techniques,
   - equipment allows other high precision mechanical test procedures: min. tests of elastic and strength properties,
   - equipment includes a linear actuator providing linear motion of min. 45 mm with submicron resolution (min. incremental motion 0.05 um, max. velocity min. 3 mm/second), max.

push/pull force: 200N, unidirectional repeatability not worse than 0,1 um, maximum lateral force min. 80N, motor resolution min. 18000 steps/rev.,

- linear actuator equipped with a high-resolution encoder min. 2000 counts/rev.,
- the equipment is adapted to work in an environmental cell in the temperature range: min. from -15°C to 70°C and humidity from 0 to 85% R.H.,
- test sample size: min. length from 20 mm to 70 mm, min. width from 2 mm to 12 mm, min. thickness ranging from 1 mm to 6 mm,
- power supply: 220 V, 50 Hz,
- computer system with control software, equipped with a PC computer with flat panel display operating Windows system,
- software: enables testing of either 4-point bending samples or DCB samples; the test may be carried out in compression or in tension; graphical charts show e.g. critical loads,
- Certification: CE Marking,
- Technical documentation and manual in English.

2. 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 along with the insurance covering damage resulting from all risks until the receipt of the equipment confirmed by the acceptance protocol, loading 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, costs of training in the operation and use of the equipment, the remaining costs resulting from the requirements set out in point 1.

3. The Contracting Authority may pay an **advance** for the account of the order in the amount of **50%** of the total value of the subject of the contract.

4. The Tenderer may ask SRI for any doubts regarding the conditions of the Procedure. Requests for clarifications should be submitted in writing within **3 working 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.

5. The Contracting Authority specifies the following person for communication: Mr. **Maciej Biernacki**, e-mail: zamowienia@sauleresearch.com.

6. Costs of Tender preparation and submittal shall be borne by Contractor.

7. These Terms and Conditions with its appendices have been posted on Contracting Authority's website at: www.sauleresearch.com/tenders.

8. 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,
- 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.

Contract amendments shall be made in writing.

## § 5 TENDER, INCLUDING THE DEADLINE FOR SUBMITTING TENDERS

1. The Tender should be prepared on the form (**Appendix 3 to the Procedure**).

2. The Tender should be submitted at the **SRI office in Wroclaw** (Duńska 11 Street, 54-427 Wrocław) until **10:00 am** on **17th April, 2023**.

3. The submission of the Tender at the SRI office in Wroclaw means a physical (personal) submission of the Tender or sending it by courier / registered mail, delivered until **10:00 am** on **17th April, 2023**.

4. Tender should be submitted in a closed, opaque envelope. The envelope should include the following information:
   a) number and name of the Procedure: „**OPUS-1/04/2023 - the purchase and delivery of the delaminator**",
   b) full name and address of the Tenderer.

5. The date and time of receipt of the Tender by SRI shall decide about 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. A change or withdrawal of the Tender may take place by submitting an appropriate written statement to the **SRI office in Wroclaw**, provided that such a declaration can only be effectively made before the deadline for submitting Tender set by SRI.

8. It is allowed to submit Tenders **in electronic form** to the following address: zamowienia@sauleresearch.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 deadline for submitting Tenders, the Tenderer should send to the e-mail address: zamowienia@sauleresearch.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.

## § 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, SRI 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 SRI.

2. All correctly submitted Tenders will be assessed according to the same criteria.

3. SRI shall correct obvious errors in the Tender, including typing errors.

4. SRI 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. SRI is not obliged to notify the Tenderer whose Tender has been rejected about this fact. At the request of the Tenderer, SRI indicates the justification and the basis for the rejection of the Tender.

6. SRI shall made the evaluation of Tenders based on the following criteria:
   1) Contractor's net remuneration, criterion weight - **85%**
   2) Time of delivery and commissioning of the subject of tender, criterion weight - **10%**
   3) Warranty period, criterion weight - **5%**

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

   **1) Contractor's net remuneration**

   **P = Cn / Cob x [85]** 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 of the subject of tender**
   **P = Cnd / Cd x [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.

3) **Warranty period**
**P = Go / 60 moths x [5] 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 12 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.

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.

7. As the most advantageous Tender, SRI 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 Contracting Authority's website at www.sauleresearch.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, SRI may choose the most advantageous Tender from among the remaining Tenders, without carrying out their re-evaluation.

## § 8 ANNULMENT OF THE PROCEDURE

1. SRI 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 SRI.

2. SRI shall also terminate the Procedure without selecting any tenders submitted.

3. SRI 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.

## § 9 MEANS OF APPEAL

SRI 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 - Contract proposal (negotiable);
Appendix No. 3 - Tender form model;
Appendix No. 4 - Contractor's statement 2.