

This public tender is conducted according to Public Procurement Law of January 29, 2004 (position 1655 in Polish Journal of Acts No 223 of 2007 with later changes).

INSTYTUT TECHNOLOGII ELEKTRONOWEJ  
Al. Lotników 32/46, 02-668 Warsaw, Poland

**TERMS OF REFERENCE**  
for:

**DELIVERY OF THE PHOSPHORUS RECOVERY SYSTEM TO THE MBE COMPACT 21 SYSTEM  
CPV 38540000-2**

**Proceedings are conducted according to open procedure for assessed value below EUR  
206 000,00**

**1. Name (company name) and address of the Awarding entity.**

This proceedings are conducted by Tender Committee of Instytut Technologii Elektronowej,  
Al. Lotników 32/46, 02-668 Warsaw, Poland.  
Web page: <http://www.ite.waw.pl>

**2. Procedure for awarding the contract.**

These proceedings are conducted in mode of open procedure according to Article 39 of Public Procurement Law of January 29, 2004.

The tenders submitted will be opened and evaluated by the Tender Committee according to the evaluation criteria.

From all tenders which have not been rejected, the one will be selected which receives the highest number of points calculated according to the evaluation criteria.

**3. Description of the object of contract.**

The object of the order is a delivery of the brand new phosphorus recovery system to the MBE Compact 21 system together with equipment, hereinafter called "**device**".

The device has to enable safe extraction of the phosphorus from MBE system and have to consist with:

3.1. Cold trap for phosphorus (isolated, cooled by liquid nitrogen) together with necessary equipment:

- Two ports (CF 200) ports for mounting:
  - Cold finger (CF 150) – One each
  - Rough pumping
  - Venting system
  - Vacuum measurement system

3.2. The necessary equipment to the installation with existing RIBER MBE Compact 21 system:

- UHV manual gate valve (CF 200)
- Liquid nitrogen cooleable cold finger TAL A5 inlet and outlet connections
- Manual shut-off valve KF40 flange adaptor for primary pumping connection
- All-metal manual shut-off valve
- Vacuum measurements system in the range  $10^{-3}$  to  $2 \cdot 10^{-11}$  Tora
- Bakeout System

3.3. Additional cold trap for phosphorus equipped with:

- Cold trap and LN2 dewar

- Manual shut-off valve with KF40 flange adaptor for optional primary pumping 3-ways 90° T fitting
- Manual Viton isolation valve (DN 40 KF)
- Blanked flange (DN KF 40)

All of the above mentioned components companion the phosphorus recovery system will be installed in RIBER MBE Compact 21 system and have to be fully compatible with that system.

3.4. The warranty period at least 12 months from the date of the delivery of the device.

3.5. Technical documentation of the device in English or Polish.

**4. Partial and variant tenders are not allowed.**

**5. Time limit for contract performance.**

Deadline for completion of the tender – maximally 12 weeks after signing the Contract.

**6. Description of the conditions for participation in the procedure and the description of the method used for the evaluation of the fulfillment of those conditions:**

**Eligible to compete for a contract shall be economic operators who:**

Fulfill conditions defined in article 22 paragraph 1 and are not being excluded from the proceedings pursuant to Article 24 paragraph 1 and 2 “Public Procurement Law”.

Evaluation of the above requirements will be performed according to the rule: “fulfil - not fulfil”, on the basis of documents mentioned in point 7 of this Terms of Reference.

**7. Information concerning declarations and documents to be provided by the contractor to confirm the fulfillment of the conditions for participation in the procedure:**

7.1. Signed statement, which is enclosed to this Terms of Reference, about fulfillment of conditions defined in article 22 paragraph 1 Public Procurement Law [Appendix No. 1].

7.2. Excerpt from the appropriate register or current certificate from commercial entities' evidence, issued not earlier than **6 months** prior to deadline for submission of the offers (certified for conformity with original).

7.3. The contractor which has its site outside the territory of Poland should submit the following documents:

- Certificates of not being subject to any liquidation, bankruptcy or similar proceedings,

instead of documents mentioned in points 7.2.

The Contractor should submit such documents, in accordance with the legal provisions of the country where they are established signed by authorised person.

If, due to the Contractor's jurisdiction, no official documents are available to confirm any of the requirements listed in item 7.3 above, the Contractor should submit a statement, signed in front of the notary, court or a relevant administrative body, as applicable in contractor's jurisdiction, confirming that the Contractor meets these requirements.

This statement must carry a date, which cannot be more than 6 months in relation to the deadline for the submission of the tender.

**These documents can be presented in the form of originals or photocopies and should be signed by Contractor or his authorised representative.**

**The lack of any of the above documents will cause the tender being rejected from further proceedings.**

**8. Information on the manner of communication between the awarding entity and the contractor as well as of delivery of declarations and documents, indication of persons authorised to communicate with the contractor.**

The contact person in matters concerning the tender are:  
Michał Urbański MSc., e-mail: [urbanski@ite.waw.pl](mailto:urbanski@ite.waw.pl)

Please address all written correspondence, related to this tendered proceedings, to:

Instytut Technologii Elektronowej  
Al. Lotników 32/46  
02-668 Warsaw, Poland.  
building No VI, room 216

Fax: + 48 22 548 78 46.

**9. Deposits and guarantees required: we do not require.**

**10. Tender validation time – 30 days.**

**11. Description of the manner of the tender preparation.**

**The tender should include:**

- a) Name and address of the Contractor,
- b) Date of preparation of the tender,
- c) Exact description of the offered device confirming and indicating the fulfillment of the all requirements specified in point 3,
- d) Net price in PLN (The price in EUR or USD is allowed. In the case of submission of the tenders in EUR or USD, the price will be exchanged to polish zlotych PLN according to selling exchange rate of the National Bank of Poland dated on the day before of opening of the tenders),
- e) Time of delivery,
- f) Conditions of warranty,
- g) Indication of the component tasks of the order that will be assigned to subcontractors [Appendix No 2].

**The tender should be signed by Contractor or his authorised representative.**

**Together with the offer the contractor is allowed to submit required documents defined at point 7 of this Terms of Reference, to confirm the fulfillment of the conditions for participation in the procedure.**

**In the case the contractor company is located outside Poland, it is approved to submit the tender as well as the documents required from the contractors as specified under point 7 of this Terms of Reference either in Polish or in English language.**

The contractor is allowed to submit only one offer.

All costs of preparation of the tenders, regardless of the results of the tender, shall be covered by the Contractor.

**12. Date and place of submission and opening of tenders.**

The tenders should be submitted at the site of the Awarding Entity in Warsaw at Al. Lotników 32/46, building No VI, room 216, by 10<sup>00</sup> am, on 28<sup>th</sup> July 2009 (in working days from 9 am till 2 pm). **The tenders submitted after this deadline will not be considered.**

Opening of the tenders will take place on 28<sup>th</sup> July 2009 at 10<sup>15</sup> am. in the building No VI, room 120.

The Awarding Entity will open the tenders in accordance with its internal procedures but on occasion may hold a public opening which your representatives may attend.

The offers must be submitted in non-transparent and closed envelopes or packages. The envelope or package must be addressed as follows:

**Instytut Technologii Elektronowej**  
**Al. Lotników 32/46**  
**02-668 Warsaw**  
**Building No VI, room 216**  
**Do not open before 10<sup>15</sup> am, on 28<sup>th</sup> July 2009.**

**OFFER FOR:**  
**DELIVERY OF THE PHOSPHORUS RECOVERY SYSTEM TO THE MBE COMPACT 21 SYSTEM**

The envelope or package must include full name and address of the Contractor.  
The Awarding Entity does not accept responsibility for consequence of contractors failure to keep the above requirements.

**13. Description of the method of the price calculation.**

**The net price in PLN (EUR or USD) must include:**

- a) the device according to the requirements indicated in the point 3 of this Terms of reference,
- b) technical documentation,
- c) warranty,
- d) transport,
- e) delivery conditions DDU Warsaw,
- f) insurance.

**14. Description of criteria which the awarding entity will apply in selecting a tender, specifying also the importance of particular criteria and method of evaluation of tenders.**

The Awarding Entity will evaluate whether the tender meets requirements introduced in this Terms of Reference. If the tender is valid (meets requirements introduced in this Terms of Reference), it will be taken into consideration in choice of the best one.

**Offer evaluation criteria:**

- Price - 100%

Number of points in the price criteria will be calculated according to the following formula:

$$P_n = C_{\min} / C_n * 100 * W$$

where:  $P_n$  – points in price criteria  
 $C_{\min}$  – the lowest price from all the offers  
 $C_n$  – the price from the offer of n-th bidder  
 $W$  – weight of the “Price” criteria

Maximum number of points to be gained within the price criteria is 100.

**15. Information concerning formalities which should be met following the selection of a tender in order to conclude a public procurement contract.**

Contract with the winning Contractor will be signed within the deadline not shorter than 7 days from publication of the tender results, but not later than the date of tender validation.

**16. Other important statements which will be included in the contract.**

The following statements will be included in the contract:

**16.1. Indemnity**

- 1) In case of delay, caused by negligence, or poor performance of the Seller, the Seller will pay to the Buyer an indemnity of 0,1% of the value of the object of Contract for each working day of delay up to 10% of it's value.
- 2) In case of delay in payment, the Buyer will pay to the Seller indemnity of 0,1% of the value of delayed payment for each day of delay up to 10% of it's value.
- 3) In case the Seller will cancel the Contract without reason caused by the Buyer, the Seller will pay to the Buyer penalty of the 10% of the total Contract value and the Seller will transfer back all the received payments for the subject of this contract to the Buyer account.
- 4) In case the Buyer will cancel the Contract without reason caused by the Seller, the Buyer will pay to the Seller penalty of the 10% of the total Contract value plus documentary evidence costs of materials and labour based on the following schedule:
  - a) in period shorter than 30 days from order placement - 20% of the contract value
  - b) in period shorter than 30 days before delivery and acceptance – 100% of the contract value
  - c) in period between mentioned in points a and b – percentage approximated by linear function.
- 5) In case of delay, caused by the Seller, in delivery longer than 3 months, the Buyer can cancel the Contract and the Seller will pay to the Buyer penalty of the 10% of the total Contract value and the Seller will transfer back all the received payments for the subject of this contract to the Buyer account.

**16.2. Warranty**

- 1) The Seller undertakes a warranty of correct operation and technical quality of the delivered device for "warranty period included in the offer" months, calculated from the delivery date of the subject of Contract.
- 2) The Seller within warranty period covers costs of the repair or replacement of the defective goods and costs of their transport to the Buyer site after repair.
- 3) During the warranty period, in case of the necessity of the repair outside the Buyer site, the Seller has the obligation to make the repair or replacement within not longer than twelve weeks after the date of the written claim.
- 4) The warranty period will be increased by the time needed for the repair.
- 5) The replaced or repaired parts of equipment will be included a warranty of the Seller or the Producer.

**16.3. Terms of payments**

100% of the contract value – (the value from the offer) – payable by the bank transfer to the Seller's account on the basis of an original invoice within 21 days after delivery of the subject of the Contract.

The Buyer shall pay to the Seller due amount for the subject of this contract by transfer to the Seller's account in:

.....  
.....  
.....

All bank charges in Poland are at the Buyer's account and bank charges outside Poland are at the Seller's account.

#### **16.4. Delivery instruction**

- 1) Subject of the Contract is to be shipped to the address below and placed at the disposal of the Buyer.  
Shipping address: Instytut Technologii Elektronowej  
Al. Lotników 32/46  
02-668 Warsaw, Poland
- 2) The Seller advises to the Buyer about the dispatch by fax (No.+48 22 54-87-803).

#### **16.5. Setting of disputes**

All disputes arising from the present Contract, failing amicable settlement shall be resolved by the Arbitration Court of the Polish Chamber of Commerce in Warsaw in accordance with the rules of this Court.

#### **17. Procedure for additional explanations.**

Contractor is authorised to address only in written form the Awarding Entity (e-mail is also allowed) with request for additional information regarding the content of this Terms of Reference. The Awarding Entity will respond all the inquiries promptly, provided that such inquiries are submitted no later than 6 days prior to the deadline for submission of the tenders. The questions and the answers will be published on web site of the Awarding Entity.

#### **18. Information on legal protection measures available to an the contractor during the contract award procedure.**

Contractor's legal protection laws are included in Chapter VI of the Public Procurement Law of January 29, 2004 which is available on the Public Procurement Office (PPO) web site: [www.uzp.gov.pl](http://www.uzp.gov.pl)

#### **19. Other matters.**

For all matters not regulated in this Terms of Reference, the provisions of Public Procurement Law of January 29, 2004 will apply.

Zbigniew Poznański  
Deputy Director ITE

## Appendix No. 1

.....  
address stamp of the contractor

.....  
/date/

### STATEMENT

DELIVERY OF THE PHOSPHORUS RECOVERY SYSTEM TO THE MBE COMPACT 21 SYSTEM  
for Instytut Technologii Elektronowej  
Al. Lotników 32/46, 02-668 Warsaw, Poland

Acting in accordance with the contract award procedure, we certify that we fulfill the requirements specified in Article 22 paragraph 1 of Public Procurement Law, which states that eligible to compete for a contract shall be economic operators who:

1. are authorised to perform specific activities or actions, if such authorisations are required by the law;
2. have the necessary knowledge and experience, and have at their disposal the technical potential and personnel capable of performing the contract; or present a written commitment of other entities where the technical potential and personnel capable of performing the contract is made available to them;
3. are in a financial and economic situation ensuring the performance of the contract;
4. are not liable to exclusion from the award procedure.

.....  
/signature of authorised representative/

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**List of the component tasks of the order that the Tender intends to assign to subcontractors**

(in case no such tasks please fill in with dashes)

No.	The scope of contract, which the Tender intends to assign to subcontractors.
1.	
2.	
3.	
4.	
5.	

.....  
*/signature of authorised representative/*