



DKZ/78/2010

Warsaw, 22.10.2010.

**Re: The open procedure for the delivery of the VUV ellipsometer.**

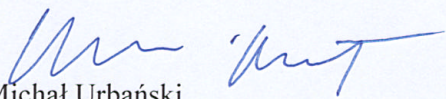
Regarding the Contractor writing with a request for making recordings changes in the terms of reference, namely:

**“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 equipment delayed for each working day of delay up to 5% 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 5% 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 5% 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 5% 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 5% 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”.*

**The Awarding entity informs that we do not make any changes in the point 16.1 of terms of reference.**

**The indemnity for delays in the realization of the order we leave in the same height i.e. 10 %.**

  
Michał Urbański  
Vice-Director  
for Administrative and Technical Affairs