

**Legal Grounds**

This public tender is conducted according to Public Procurement Law of January 29, 2004 (position 759 in Polish Journal of Acts No 113 of 2010, with later changes).

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

**TERMS OF REFERENCE**  
for:

**DELIVERY OF A SEMI-AUTOMATIC PROBE STATION FOR MEASUREMENTS IN LOW AND HIGH TEMPERATURES AND AT MEASUREMENT SIGNAL FREQUENCY UP TO 10MHZ, INCLUDING MEASUREMENT ACCESSORIES**

**CPV 38540000**

**Proceedings are conducted according to open procedure for assessed value above EUR 193 000,00**

**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 the Contract.**

The object of the order is a delivery, installation and start up of the brand new **semi-automatic probe station for measurements in low and high temperatures and at measurement signal frequency up to 10MHz, including measurement accessories**, hereinafter called "device".

Requirements and technical parameters of the object of the order are indicated in Appendix No. 1 of this Terms of Reference.

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

**5. Time limit for the Contract performance.**

Deadline for completion of the tender – maximally to 16 weeks after signing the Contract.

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

**Eligible to compete for the Contract shall be economic operators who fulfil conditions defined in Article 22 paragraph 1 of Public Procurement Law of January 29, 2004 (with later changes):**

- 1) authorizations to perform specific activities or actions, if such authorizations are required by the law;
- 2) knowledge and experience;
- 3) appropriate technical potential and personnel capable of performing a contract;
- 4) economic and financial standing,

and are not being excluded from the proceedings pursuant to article 24 paragraph 1 of Public Procurement Law.

The Contractor may rely on knowledge and experience, technical potential, personnel capable of performing the Contract or financial abilities of other entities, regardless of the legal nature of its relations with such entities. In such case, the Contractor is required to prove to the Awarding Entity that it will have at its disposal the resources necessary to performing the Contract, in particular by presenting to this end a written commitment of those entities whereby they undertake to put the necessary resources at the Contractor's disposal for the time of their use in performance of the Contract.

**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 fulfilment of the conditions for participation in the procedure:**

**7.1. Documents confirming the fulfilment of the conditions for participation in the procedure and confirming lack of grounds to exclude from the award procedure, required from the Contractors with company seat or residence in Poland:**

- 7.1.1. Current excerpt from the appropriate register, if separate provisions require registration to confirm lack of grounds to exclusion pursuant to article 24 paragraph 1 item 2 "Public Procurement Law", issued not earlier than 6 months prior to deadline for submission of the offers, and referred to natural persons statement within the scope of Article 24 paragraph 1 item 2 "Public Procurement Law".
- 7.1.2. Current information from the National Penal Register, which will confirm that they are not being excluded from the proceedings pursuant to Article 24 paragraph 1 items 4,5,6,7,8 "Public Procurement Law", issued not earlier than 6 months prior to deadline for submission of the offers.
- 7.1.3. If, in case of the Contractor with the company seat in Poland, persons, mentioned in Article 24 paragraph 1 items 5,6,7,8 of the "Public Procurement Law", whose place of residence is outside the territory of Poland, the Contractor shall submit in their respect a certificate of the court or other relevant administrative authorities for the place of residence stating that they have not been validly sentenced within the scope, referred to Article 24 paragraph 1 items 5,6,7,8 of the "Public Procurement Law", issued not earlier than 6 months prior to deadline for submission of the offers. If this kind of statements are not available in residence of those persons, the Contractor should submit documents including statements signed in the front of the notary, court, administrative body or professional and economical local government.
- 7.1.4. Current information from the National Penal Register pursuant to Article 24 paragraph 1 item 9 of the "Public Procurement Law", issued not earlier than 6 months prior to deadline for submission of the offers.
- 7.1.5. Current certificates of no delay with tax and social security payments, or has obtained a immunity or postponement of such overdue payments signed by appropriate authority, issued not earlier than 3 months prior to deadline for submission of the offers.

7.1.6. Signed statement confirming fulfilment of the conditions defined in Article 22 paragraph 1 "Public Procurement Law" and lack of grounds to exclude from the award procedure in Article 24 paragraph 1 – in form of "STATEMENT" [Appendix No. 2 and No. 3].

**7.2. Documents confirming the fulfilment of the conditions for participation in the procedure and confirming lack of grounds to exclude from the award procedure, required from the Contractors with company seat or residence outside Poland:**

7.2.1. Document or documents confirming his not being subject of any liquidation, bankruptcy or similar proceedings, issued in the country of Contractor's company seat or residence not earlier than 6 months prior to deadline for submission of the offers.

7.2.2. Document or documents confirming his not being precluded from participation in public procurement proceedings, issued in the country of the Contractor's company seat or residence not earlier than 6 months prior to deadline for submission of the offers.

7.2.3. Document or documents confirming his not delaying with tax, social security and health insurance payments, or his obtaining an immunity or postponement of such overdue payments, issued by appropriate authority not earlier than 3 months prior to deadline for submission of the offers.

7.2.4. Certificate of the court or other relevant administrative authorities for the place of residence or place of residence of a person to whom the documents refer to, within the scope Article 24 paragraph 1 items 4,5,6,7,8 of the "Public Procurement Law", issued not earlier than 6 months prior to deadline for submission of the offers.

7.2.5. Signed statement confirming fulfilment of the conditions defined in Article 22 paragraph 1 "Public Procurement Law" and lack of grounds to exclude from the award procedure in Article 24 paragraph 1 – in form of "STATEMENT" [Appendix No. 2 and No. 3].

7.3. If in place of residence of a person or the country in which the Contractor has the company seat or residence, the documents, listed in items 7.2.1. - 7.2.4. above, are not issued, they shall be replaced by a statement signed in the front of the notary, court, other relevant administrative body or professional and economical local government in the residence of a person or the country in which the Contractor has the company seat or residence, respectively.

7.4. If the Contractor, proving the fulfilment of the conditions defined in Article 22 paragraph 1 of the "Public Procurement Law", depends on other entities's resources in rules defined in Article 26 paragraph 2b of the "Public Procurement Law" and this entities will partially participate in performing an order, the Contractor submits in relation to them documents defined in items 7.1.1. and 7.2.1. together with signed statement confirming lack of grounds to exclude from the award procedure in Article 24 paragraph 1.

7.5. The Contractors may jointly compete for a Contract. In case of submission a tender jointly, each partner presents documents mentioned in items 7.1.1. – 7.1.5. this Terms of Reference separately. In case of submission a tender jointly by the Contractors with company seat or residence outside Poland each partner presents documents mentioned in items 7.2.1. – 7.2.4. this Terms of Reference.

7.6. The Contractors who jointly compete for a Contract are obligated to appoint an Authorised Representative to represent them in the Contract award procedure or in the procedure and conclusion of a public procurement contract. This authority should be enclosed to the offer.

7.7. Document defined in items 7.1.6. and 7.2.5. is submitted by the Authorised Representative on behalf of all the Contractors.

**The fulfilment of condition defined "Knowledge and experience" – required documents:**

7.8. The list of the completed deliveries – prove, that within the period of the last three years before deadline of tender submission or if being active in the business for shorter period – in this period, have completed at least 3 deliveries of a semi-automatic probe station for measurements in low

and high temperatures and at measurement signal frequency up to 10MHz, with the indication of the buyers.

**All the documents should be presented in the form of originals or photocopies and should be signed by the 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.**

All the statements, notifications and information the Awarding Entity and the Contractor provide in writing form or by fax.

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 tended 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. Deposit requirements:**

The value of guarantees is 20 000 PLN (say: twenty thousand PLN) and can be paid in one or several of the following forms:

- cash,
- bank sureties or guarantees of collective savings-loan fund, however the surety of collective savings-loan fund is always a financial surety,
- bank guarantees,
- insurance guarantees,
- sureties given by entities, referred to in Article 6b paragraph 5 item 2 of the Act of 9 November 2000 on Establishment of Polish Agency for Enterprise Development (Polish Journal of Acts No. 109, item 1158 with later changes).

The deposits introduced in cash has to be provided before opening of the tenders.

The guarantees introduced in cash should be transferred to the Awarding Entity's bank account : BRE Bank S.A. O/Warszawa 47 1140 1977 0000 5580 4500 1001 (IBAN PL 47 1140 1977 0000 5580 4500 1001 SWIFT BREXPLPW).

The guarantees introduced in any other forms should be submitted at ITE cash office which is located at Instytut Technologii Elektronowej, Al. Lotników 32/46, 02 – 668 Warsaw, Poland, building VI, room 218 ( working hours: 9:00÷14:00).

The Awarding Entity will withhold guarantee within interests in cases defined in Article 46 paragraphs 4a and 5 of the Public Procurement Law.

**10. Tender validation time – 60 days from the date of submission of the tenders.**

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

The tender should be presented in writing form.

The tender should include:

- a) Name and address of the Contractor,

- b) Date of preparation of the tender,
- c) Filled in Appendix No. 1 to this Terms of Reference,
- d) Net price in PLN (The price presented in EUR, GBP or USD is allowed. In the case of submission of the tenders in EUR, GBP or USD, the price will be exchanged to Polish zlotys PLN according to selling exchange rate of the National Bank of Poland dated on the day before of opening of the tenders).
- e) Indication of the component tasks of the order that will be assigned to subcontractors [Appendix No. 4].

The tender has to be signed by the 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 fulfilment of the conditions for participation in the procedure. These documents can be presented in the form of originals or photocopies and should be signed by the Contractor or his Authorised Representative.**

**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 Contractor 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 tender, 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 **16<sup>th</sup> of December 2010** (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 16<sup>th</sup> of December 2010 at 10<sup>15</sup> am at the site of the Awarding Entity: Warsaw, Al. Lotników 32/46 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 16<sup>th</sup> of December 2010.**

**OFFER FOR:  
DELIVERY OF A SEMI-AUTOMATIC PROBE STATION FOR MEASUREMENTS IN LOW AND  
HIGH TEMPERATURES AND AT MEASUREMENT SIGNAL FREQUENCY UP TO 10MHZ,  
INCLUDING MEASUREMENT ACCESSORIES**

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, GBP or USD) must include:**

- a) the device according to the requirements indicated in Appendix No. 1 of this Terms of Reference,

- b) installation,
- c) start up,
- d) transport, unloading and positioning,
- e) delivery conditions: DDP Warsaw
- f) insurance,
- g) training of persons according to Appendix No. 1 points 14 of this Terms of Reference.

**14. Description of the 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                      Weight:                      - 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.**

The Contract with the winning Contractor will be signed pursuant to Article 94 “Public Procurement Law”.

The Contract is concluded under procedure according to Title IV of Public Procurement Law of January 29, 2004.

**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 equipment delayed 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 equipment for “warranty period included in the offer” months, calculated from the date of the acceptance protocol, but no longer than “warranty period included in the offer + 3 months from the date of delivery”.
- 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 12 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.
- 6) During the warranty period, the Seller undertakes a maximal service response time within 3 working days after the date of the written claim.

#### **16.3. 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).
- 3) The Seller will deliver CE certificate together with subject of the Contract.

#### **16.4. Terms of payments**

Payment will be effected in the following way:

1. 60% of the contract value – (the value from the offer) – payable at delivery by the bank transfer to the Seller’s account on the basis of an original invoice and shipment documents within 14 days after shipment of the subject of the Contract,
2. 40% 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 14 days after signing the acceptance protocol by both parties 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.

#### **16.5. Acceptance of the subject of the Contract**

The acceptance test will be performed after installation and start up of the subject of the Contract at the Awarding Entity site. Start-up of the device includes technical lunch and performing of the functional tests confirming technical parameters of the system according to technical specification and requirements indicated in this Terms of Reference.

The results of the acceptance test must be accepted by signing by the Seller and the Buyer the acceptance test protocol.

#### **16.6. Force Majeure**

1. The parties shall be free of responsibilities for non-fulfilment of their obligations due to Force Majeure or these obligations will be change according to the point 4. Force Majeure shall be considered as an event, unforeseeable by either of the parties at the date of signature of this Contract, arisen after such date and being unavoidable and beyond the control of both parties.
2. Cases of Force Majeure are e.g. accidents, flood, earthquake, fire, explosion, war, mobilisation, strikes, blockades, general shortage of transport, materials or labour.
3. The party wishing to claim Force Majeure shall notify the other party in writing without delay on the intervention and on the cessation therefore.
4. Such party must certify the case of Force Majeure to the other party by documentation issued by the competent official authority of this country. The dates and periods for fulfilment of these obligations will be postponed or extended by the period of existence of the state of Force Majeure.

#### **16.7. 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. Requirements concerning the security on due performance of the Contract: we do not require.**

#### **18. Procedure for additional explanations.**

Contractor is authorized to address the Awarding Entity only in written form, fax or e-mail is also allowed with request for additional information regarding the content of Terms of Reference - in this proceeding till 25<sup>th</sup> of November 2010. The Awarding Entity will respond all the inquiries according to the article 38 of the Act – “Public Procurement Law”.  
The questions and the answers will be published on web site of the Awarding Entity.

#### **19. 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)

#### **20. Other matters.**

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

Michał Urbański

Vice-Director for Administrative and Technical Affairs

**Requirements and technical characteristic of a semi-automatic probe station for measurements in low and high temperatures and at measurement signal frequency up to 10MHz, including measurement accessories**

<b>No.</b>	<b>Requirement</b>	<b>Requirement specification</b>	<b>The column to the fulfilment by the Tenderer*</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
1	type of device		specify
2	manufacturer		specify
3	manufacturer's country		specify
4	year of manufacture	2010/2011	specify
5	application	a) semi-automatic probing of semiconductor electronic structures on wafers of diameter up to 200 mm (8 inch) and on wafer shards of minimum size 10 mm x 10 mm	confirm
		b) measurements of current in the range below 10fA, and capacitance in the range below 10 fF, using voltage/current signal frequency from constant to RF	confirm
		c) co-operation with Agilent B1500 and Agilent 4294A	confirm
6	electromagnetic isolation and dark chamber	a) integrated, electromagnetic isolation chamber,	confirm
		b) electric noise isolation,	confirm
		c) dark chamber	confirm
7	wafer chuck and wafer movement	a) probing of wafers with diameter up to Ø 200 mm and shards of min size 5mm x 5mm	confirm
		b) electromagnetically isolated	confirm
		c) enables measurement signal frequency from constant to RF	confirm
		d) cooled and heated in the range of temperatures from -60°C to +200°C with 1°C accuracy and possibility of temperature cycle programming	confirm
		e) vacuum sample hold	confirm
		f) computer controlled chuck movement, programmed mode, step, position	confirm
		g) the surface of the wafer chuck made from gold	confirm
8	sample visualization system	a) smooth change of the zoom from full sample to 1mm x 1mm field	confirm

		b) enable observation of low size features in three dimensions on low and high transparency materials	confirm
		c) digital visualisation	confirm
9	probe needles, holders and manipulators	a) 4 magnetically fixed, hand operated manipulators (2 lefthand and 2 righthand)	confirm
		b) 2 programmed manipulators (1 lefthand and 1 righthand)	confirm
		c) removable DC coaxial probe, Ø 5 µm tip, 20 pcs	confirm
		d) high performance probe tips with atto-guard isolation Ø 7 µm, 20 pcs	confirm
		e) BNC and TRX plug/socket panel for Agilent B1500 and 4294A	confirm
		f) measurement cable kit for current and capacitive measurements	confirm
10	computer control of the probe station	a) personal computer with two LCD monitors (first one to observation of the sample and second one to control program operation) and probe station control software	confirm
		b) memory and disk capacity sufficient for flexible operation as controller and office personal computer	confirm
11	vibration isolation	vibration isolation table appropriate to hold the probe station	confirm
12	deadline for completion of the tender	maximum 16 weeks after signing the contract	specify
13	installation and start up of the probe station at the Awarding Entity site	assured	confirm
14	application training in Polish or English for 5 operators at the Awarding Entity site	assured	confirm
15	operation manual and technical documentation in Polish or English	assured	confirm
16	warranty period	min. 12 months from the date of signing the acceptance test protocol	specify
17	post warranty maintenance service	assured within minimum of 10 years from the installation date	confirm
18	installation requirements	attach installation requirements	specify

**\* Imprecise or inaccurate fulfilment of the table in the column 4 will result in rejection of the offer.**

.....  
/address stamp of the Contractor/

.....  
/date/

### STATEMENT

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

1. authorisation to perform specific activities or actions, if such authorisations are required by the law;
2. knowledge and experience;
3. appropriate technical potential and personnel capable of performing a contract;
4. economic and financial standing.

.....  
/signature of the Contractor or his Authorised Representative/

.....  
/address stamp of the Contractor/

.....  
/date/

**S T A T E M E N T**

Acting in accordance with the contract award procedure, there is lack of grounds to exclude us from proceeding due to non-fulfilment of conditions referred to in Article 24 paragraph 1 Public Procurement Law.

.....  
/signature of the Contractor or his Authorised Representative/

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

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

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

.....  
/signature of the Contractor or his Authorised Representative/