

**SPECIFICATION OF ESSENTIAL TERMS OF THE CONTRACT**

**Procurement Procedure Number Z-17/V/2011/PNT**

**“Provision of Advisory and Training Services  
within the framework of  
the Training Centre for Modern Heating Technology –  
the Segment of Heat Pumps, Solar Collectors and Systems  
and Ventilation Systems”**

**with relation to the Project entitled "Foundation of Euro-Centrum Science and Technology Park - Development and Application of New Technologies in the Field of Energy Conservation and Renewables";**

**implemented within the framework of Priority Axis 5: Diffusion of Innovation;  
Measure 5.3: Support for Innovation Centres of the Innovative Economy  
Operational Programme;**

**Co-financed with the European Union funds and the State Budget;  
with regard to the Financial Support Agreement dated 8<sup>th</sup> October 2010,  
number POIG.05.03.00-00-010/10-00 [*POIG – Innovative Economy Operational  
Programme*].**

**I hereby approve:**

Katowice, 23<sup>rd</sup> May 2011

**I. Particulars of the Contracting Authority :**

- 1.1 Contracting Authority's full name: Euro-Centrum Science and Technology Park, Limited Liability Company (LLC) [*pol.: Park Naukowo-Technologiczny „Euro-Centrum” Sp. z o.o.*]
- 1.2 Address for Communications: Poland, Katowice, 40-568, ul. Ligocka 103
- 1.3 Telephone number: +48 32 205 00 92
- 1.4 Fax number: +48 32 250 47 85
- 1.5 E-mail Account: [kontakt@euro-centrum.com.pl](mailto:kontakt@euro-centrum.com.pl)
- 1.6 Contracting Authority's Personnel authorised for direct contact with Contractors:
  - 1.6.1 Ms Justyna Kownacka – Chairwoman of the Committee – formal and legal matters, phone number +48 32 78 34 309;
  - 1.6.2 Ms Sylwia Ledwoch – Member of the Committee – substantive matters, phone number +48 32 78 34 343;
  - 1.6.3 Ms Monika Dudzińska – Secretary of the Committee – organisational matters, phone number +48 32 251 74 78 extension number 113.

**II. Contract Award Procedure:**

- 2.1 This procedure is conducted by “Euro-Centrum” Science and Technology Park LLC in compliance with the Procurement Procedure Regulations, within the framework of the Measure 5.3: Support for Innovation Centres, Priority Axis 5: Diffusion of Innovation, Innovative Economy Operational Programme 2007-2013, dated 18<sup>th</sup> October 2010 and enforced under the Resolution of the Management Board No 29/X/2010 dated 18<sup>th</sup> October 2010. The Regulations specified hereinabove are available on the Euro-Centrum website - [www.euro-centrum.com.pl](http://www.euro-centrum.com.pl).
- 2.2 The Contract Award Procedure – two-stage tendering procedure below the value of EURO 193,000 (submission of tenders and subsequent negotiations).
- 2.3 Type of Procurement Procedure: services.
- 2.4 The Contracting Authority does not admit the submission of tenders for lots.
- 2.5 The Contracting Authority does not admit the submission of variants.
- 2.6 The Contracting Authority provides for advance payments to be remitted for execution of the contract in conformity with the rules under the **Annex no 8** to this Specification. The advance payment shall be payable on condition that the Contractor submits a request for advance payment and deposits advance payment guarantee in cash to the Contracting Authority's bank account number 25 1020 2313 0000 3602 0192 1493 with a note: “advance payment guarantee – training / stage...”, bank or insurance guarantee. The

Contracting Authority requires the amount of the advance payment guarantee to be no less than the highest value of the advance payment for which the Contractor intends to request for. The Contractor is obligated to submit the request for the advance payment as well as the proof of submitting the advance payment guarantee (the original copy of the insurance policy or the proof of payment of the amount requested by the Contracting Authority) no later than 5 working days prior to the advance payment date as stipulated in the disbursement schedule attached by the Contractor to the tender. The contract schedule, constituting an annex to the contract, determines the date and amounts of the advance payment or advance payments. The Contracting Authority requires the advance payment deposit/advance payment guarantee to be binding and valid until the settlement of the last pre-financing stage. The advance payment date is the date of debiting the Contracting Authority's account.

- 2.7 The Contracting Authority requires the Contractor to designate in the tender such parts of the awarded contract, the execution of which shall be delegated to subcontractors.

### **III. Description of the Object of Contract:**

- 80521000-2 Development of Training Programmes**
- 92312212-0 Preparation of Training Manuals**
- 80510000-2 Specialised Training Courses**
- 79632000-3 Personnel Training Courses**
- 80000000-4 Educational and Training Services**

#### 3.1 The Object of Contract includes:

##### 3.1.1 at the establishment and organisation stage of the Training Centre's back office

3.1.1.1 transfer of the technical and organisational knowledge and *know how* to the Contracting Authority to the extent that is indispensable for the establishment /organisation of the Training Centre for Modern Heating Technology – the Segment of Heat Pumps, Solar Collectors and Systems and Ventilation Systems,

3.1.1.2 development of training programmes and handouts separately for the entrepreneurs conducting business operations within the scope of:

3.1.1.2.1 heat pumps installation,

- 3.1.1.2.2 solar collectors and systems installation, operation and service,
  - 3.1.1.2.3 ventilation systems design and installation,
  - 3.1.1.3 conducting (including evaluation) two-stage pilot training courses for a group of lecturers and coaches designated by the Contracting Authority;
- 3.1.2 at the operational stage of the Training Centre (following the start-up of the training courses by the Contracting Authority within the framework of the Training Centre):
- 3.1.2.1 substantial (scientific) patronage for the trainings conducted at the Training Centre by providing access to the knowledge and information necessary for the proper and sound operations of the Centre;
  - 3.1.2.2 ongoing consultations – providing response to any and all queries of the Contracting Authority related to the operations of the Centre and the conducted trainings, as well as designating contact persons for the Contracting Authority to the extent of operations and activities run by the Centre;
  - 3.1.2.3 annual audit of the Training Centre by means of updating the training programmes and the substance matter of the training handouts, taking into account the state-of-the-art knowledge and technology, as well as the verification and monitoring of the ongoing activities and operations of the Training Centre.

3.2 The Scope of Contract appertaining to:

- 3.2.1 the transfer to the Contracting Authority – in the form of a report - the *know how* regarding the establishment/organisation of the Training Centre, shall cover **the advisory on:**
  - 3.2.1.1 description of the venture – development of the adequate technical infrastructure and equipment for the training laboratories – separately for the three training segments (installers for the heat pumps, solar collectors and systems, and ventilation systems ), including:
    - the lay-out of the training laboratory equipment placement (taking into account the existing condition of the building, as stipulated in the Training Centre construction dossier transmitted to the Contactor),
    - transmission of the process designs and plans (technological dossiers) including piping and

instrumentation diagrams (P&ID) and the arrangement lay-out of the training posts and the like (lecture halls, training equipment indispensable for the trainings, along with the functional description),

- the statement of appliances and instruments, installations, equipment, (products and objects) along with the specification;

provided that the data and information as transmitted must serve the Contracting Authority's purpose of developing the tender documentation in order to launch the contract award procedure for the supplier of the equipment and technical infrastructure at the Training Centre;

- 3.2.1.2 development of the estimated capital expenditures along with the installation and assembly costs (cost estimate) stipulated in point 1) – for each of the training laboratories separately,
- 3.2.1.3 determination of recruitment criteria for coaches that are intended to take part in the pilot training courses of the Contracting Authority (required educational background and professional qualifications as well as prior experience in the implementation of such ventures);
- 3.2.2 development of training programmes and handouts - for the training courses intended to be launched at the Training Centre, including:
  - 3.2.2.1 final drafting of the training programmes and handouts,
  - 3.2.2.2 development of hourly timetables,
  - 3.2.2.3 development of theoretical and practical module programmes,
  - 3.2.2.4 teaching analysis of the training courses,
  - 3.2.2.5 development of examination tests,
  - 3.2.2.6 development of the publicity support materials for the trainings following the Contracting Authority's guidelines and instructions (e.g. as for the required visualisation),
- 3.2.3 the conducting of the pilot training courses for the lecturers and coaches designated by the Contracting Authority as well as the related evaluation, including:
  - 3.2.3.1 providing the Contractor with experienced lecturers,

- 3.2.3.2 development of training programmes and handouts for coaches of each thematic group,
- 3.2.3.3 conducting trainings in two stages – the lectures and the practical part (workshops), for coaches of each thematic group,
- 3.2.3.4 providing access to the training infrastructure during the organisation of the pilot training course,
- 3.2.3.5 conducting examinations and issuing the pilot training course diplomas,

provided that, the initial part of the training courses shall take place at the location designated by the Contractor (duly equipped lecture halls and workshop spaces, laboratories, training equipment indispensable for the trainings), the second part shall be held at the seat of the Contracting Authority – the Training Centre.

- 3.3 The Contracting Authority indicates the following minimum requirements (guidelines) for the development of training programmes and handouts:
  - 3.3.1 training courses conducted by the Training Centre must comply with the European law and its regulations, including the guidelines appertaining to the subject matter of the training courses as arising from the Directive 2009/28/EC and Directive (EPBD) 2002/91/EC,
  - 3.3.2 training courses shall encompass the theoretical (lectures) as well as the practical (workshops) part,
  - 3.3.3 the minimum scope of the training courses shall encompass knowledge in the fields of: heat pumps (installation subject to the heating system configuration), solar collectors and solar systems, ventilation systems including a number of issues combining various disciplines, such as: geology, thermodynamic, cooling, heating, power engineering, building, as well as legal and economic aspects of venture profitability,
  - 3.3.4 training programmes should address the need to create such a training programme that would be acceptable for the majority of the manufacturers, whereas the training programme for the heat pumps installers must also include an extensive programme for the installers already accredited by the heat pumps manufacturers, and should encompass a training course with various types of heat pumps;
- 3.4 Further instructions, ensuring the compliance of the organisation of the Centre and the training programmes and handouts with the requirements of the Contracting Authority, shall be transmitted during consultations of materials,

studies, documentation carried out with the Contracting Authority's representatives as well as in the course of operations of the Training Centre.

- 3.5 The Contracting Authority also explains that it constitutes an Innovation Centre within the meaning of the Regulation of the Minister of Regional Development of 30 January 2009 on granting by the Polish Agency for Enterprise Development financial aid to support innovation centre under the Innovative Economy Operational Programme, 2007-2013 (Journal of Laws 2009, No. 21, item 116) namely, a legal person running operations and activities aiming at development of favourable conditions for the establishment and development of entrepreneurs undertaking research, development or innovation activity.
- 3.6 Training courses covered by this procurement procedure shall be conducted within the framework of "The Training Centre for Modern Heating Technology" constituting a functionally independent unit within the Innovation Centre. The Centre shall comprise:
  - 3.6.1 **Solar collectors and solar systems training laboratory:** a solar collector with related equipment, a photovoltaic module,
  - 3.6.2 **Ventilation systems training laboratory:** a ventilation set with related equipment, a mobile tripod, external air filter,
  - 3.6.3 **Heat pumps training laboratory:** 2 heat pumps (air-air, water-water with the bottom heat source in the form of installation using water supplied through water-pipe network), devices monitoring the heat pump, heat exchanger and other fixtures enabling the assembly of the training and research installation.
  - 3.6.4 **Central heat distribution boilers training laboratory** compatible with the solar system, etc.
- 3.7 The training courses under this procurement procedure shall be addressed to entrepreneurs conducting business operations within the scope of designing and manufacturing devices and systems making use of renewable energy sources, aiming at power efficiency and climate protection, and designing, installing, operating devices and systems using renewable energy sources, aiming at power efficiency and climate protection.
- 3.8 The Contracting Authority shall provide the Contractor awarded with this contract with the excerpt from the design documentation of the building in which the Training Centre shall be located, necessary for the execution of the contract. The scope of the documentation made available to the Contractor will be negotiated.

- 3.9 Taking into consideration the fact that the language of this procedure is the Polish language, if the Contractor's registered seat or domicile is outside the territory of the Republic of Poland, the Contractor may commission the assistance of Ms Monika Zielińska – Choina, a translator, conducting business operations under the firm name: SPEKTRA in Płuszwice Kol. 54 A; 21-008 Tomaszowice; contact phone number + 48 505 040 717; e-mail address: monika.spektra.zielinska@gmail.com. This notice is not to be interpreted as an obligation to use the above specified translation services, but is intended to be merely informational.

#### **IV. Time limit for contract performance**

- 4.1 The Contracting Authority determines time limits for contract performance, as follows:
- 4.1.1 transfer to the Contracting Authority – in the form of report - the knowledge: *know how* to the extent that is indispensable for the establishment/organisation of the Training Centre (as stipulated herein - item 3.1.1.1): ***within the time limit not exceeding 90 days from the day of the commencement of the contract;***
  - 4.1.2 development of the training programmes and handouts (as stipulated herein - item 3.1.1.2): ***within the time limit not exceeding 90 days from the day of the expiry of the time limit specified in item 4.1.1 herein;***
  - 4.1.3 conducting a pilot training course for a group of lecturers and coaches designated by the Contracting Authority (as stipulated herein - item 3.1.1.3): ***within the time limit not exceeding 90 days from the day of the expiry of the time limit specified in item 4.1.2 herein;***
  - 4.1.4 contract performance as stipulated in item 3.1.2 to this specification shall be provided: from the launch of operations of the Centre ***until 30<sup>th</sup> November 2013.***
- 4.2 The Contractor shall be obligated to prepare the disbursement schedule subject to the regulations stipulated in the **Annex no 8** to this specification.

#### **V. Exclusion of the Contactor**

Excluded from the contract award procedures shall be:

- 5.1 contractors who caused damage by failing to perform a contract or by performing a contract improperly if the damage was stated by legally valid decision of the court in the past 3 years prior to the launch of the procedure, in particular such contractors as might be found on the list run by the Public Procurement Office, as stipulated in Article 154, item 5a of the Public Procurement Act;



- 5.2 contractors against whom the winding up procedure has been started or whose bankruptcy has been declared, except for contractors who, upon bankruptcy declaration, have entered into voluntary agreement proceedings approved by a valid court decision, unless such proceedings provide for payment to the creditors by liquidation of the assets of the bankrupt entity;
- 5.3 contractors who are in arrears with payment of taxes, charges or social insurance or health insurance premiums, with the exception of cases where they have been legally exempted, their outstanding payments have been deferred or divided into instalments or the execution of a decision of a competent authority has been stopped in its entirety;
- 5.4 entities referred to in Article 24, paragraph 1, items 4-9 of the act of Public Procurement Law;
- 5.5 contractors who directly performed actions connected with preparation of the conducted procedure or while preparing a tender used persons performing those actions, unless the participation of such contractors in the procedure shall not distort fair competition;
- 5.6 contractors who provided false information having impact on the outcome of the procurement procedure being conducted;
- 5.7 contractors who have not submitted documents confirming the fulfilment of the conditions for participation in the procurement procedure.

**VI. Documents required to prove the lack of grounds for exclusion from contract award procedures, i.e.:**

- 6.1 declaration of the lack of grounds for exclusion in accordance with the template constituting the **Annex no 3** attached hereto;
- 6.2 current and valid copy from the relevant register, when separate regulations necessitate entry into such register, issued no earlier than 6 months prior to expiry of the time limit for the submission of tenders;
- 6.3 current and valid compliance certificate that the Contractor is not in arrears with payment of taxes or that the Contractor has been legally exempted, his outstanding payments have been deferred or divided into instalments or the execution of a decision of a competent authority has been stopped in its entirety, to be issued by the relevant head of the tax office no earlier than 3 months prior to expiry of the time limit for the submission of tenders;
- 6.4 current and valid compliance certificate that the Contractor is not in arrears with social insurance or health insurance premiums or that the Contractor has been legally exempted, his outstanding payments have been deferred or divided into instalments or the execution of a decision of a competent authority has been stopped in its entirety, to be issued by the relevant branch of the Social Insurance Company or Agricultural Social Insurance Fund no

earlier than 3 months prior to expiry of the time limit for the submission of tenders;

**VII. Conditions for participation in the procedure:**

- 7.1 Contractors eligible to compete for the contract shall fulfil the following conditions:
  - 7.1.1. be authorised to perform specific activities or actions, if such authorisations are required by the law;
  - 7.1.2. have the necessary knowledge and experience;
  - 7.1.3. have at their disposal the technical potential and personnel capable of performing the contract;
  - 7.1.4. have a sound financial and economic standing.
  
- 7.2 Conditions regarding **knowledge and experience** include:
  - 7.2.1 Provision of at least 1 service in the field of developing training programmes for heat pumps installers, in the course of the past 3 years lapsing before the expiry of the time limit for the submission of tenders, and if the period of running business operations is shorter - within this period,
  - 7.2.2 Provision of at least 1 service in the field of developing training programmes for installers of solar collectors and solar systems, as well as for personnel operating the above systems, in the course of the past 3 years lapsing before the expiry of the time limit for the submission of tenders, and if the period of running business operations is shorter - within this period,
  - 7.2.3 Provision of at least 1 service in the field of developing training programmes for designers and installers of ventilation systems, in the course of the past 3 years lapsing before the expiry of the time limit for the submission of tenders, and if the period of business operations is shorter - within this period,
  - 7.2.4 possessing technical and organisational knowledge and *know how* to the extent that is indispensable for the establishment/organisation of the Training Centre by demonstrating the possession of analogous training laboratories as its own resources, or the management of such laboratories.
  
- 7.3 Conditions regarding **having the technical potential and personnel capable of performing the contract at the disposal** include **availability of at least 8 persons capable of performing the contract** (alternatively, a written

commitment of other entities for offering such personnel); the coaches / personnel conducting the training courses must:

- 7.3.1.1 hold a university degree,
- 7.3.1.2 have knowledge of the regulations that are in force in the European Union governing the object of the contract,
- 7.3.1.3 have professional experience in conducting training courses or workshops, i.e. **in the course of the past 3 years** lapsing before the expiry of the time limit for the submission of tenders **have conducted at least 3 training courses** within the subject matter of or related to the object of the contract.

7.4 The Contracting Authority shall assess the Contractor's fulfilment of the above specified conditions, by means of checking the appropriate declarations and documents submitted by the Contractor. The assessment of the compliance with the conditions required from the Contractor shall be performed according to the following rule: FULFILS / DOES NOT FULFIL.

#### **VIII. Documents required to prove the fulfilment of conditions for participation in the award procedure:**

The Contractors are requested to submit the following documents in order to prove the fulfilment of the conditions required:

- 8.1 declaration of having rendered in the course of the past 3 years lapsing before the expiry of the time limit for the submission of tenders, and if the period of operating the business is shorter - within this period, services specified in item 7.2 hereto with letters of recommendations stating due performance; and within the condition stipulated in item 7.2.4 hereto, documents confirming possession of the technical and organisational knowledge and *know how* to the extent that is indispensable for the establishment /organisation of the Training Centre by demonstrating the possession of analogous training laboratories as its own resources, or the management of such laboratories, in accordance with the template constituting the **Annex no 5** attached hereto, in particular through the submission of relevant declarations and presentation of documents regulating the Contractor's organisational structure, etc.
- 8.2 information on the personnel participating in performing the contract as stipulated in item 7.3 hereto, with the copy of the diploma or another document proving the university degree, a declaration on the knowledge of the regulations binding in the European Union governing the object of the contract as well as letters of references proving the due conduct of training courses within the subject matter of the object of the procurement procedure, in accordance with the template constituting the **Annex no 6** attached hereto.

The Contracting Authority shall assess the Contractor's fulfilment of the above specified conditions, by means of checking the appropriate declarations and documents submitted by the Contractor. The assessment of the compliance with the conditions required from the Contractor shall be performed according to the following rule: FULFILS / DOES NOT FULFIL.

**IX. Contractors jointly competing for the contract.**

- 9.1 In the event the contractors jointly compete for the contract, each of the entrepreneurs making up the consortium (civil private partnership) shall separately submit:
  - 9.1.1. declaration of the lack of grounds for exclusion,
  - 9.1.2. current and valid copy from the relevant register, when separate regulations necessitate entry into such register, issued no earlier than 6 months prior to expiry of the time limit for the submission of tenders;
  - 9.1.3. current and valid compliance certificate that the Contractor is not in arrears with payment of taxes or that the Contractor has been legally exempted, his outstanding payments have been deferred or divided into instalments or the execution of a decision of a competent authority has been stopped in its entirety to be issued by the relevant head of the tax office no earlier than 3 months prior to expiry of the time limit for the submission of tenders;
  - 9.1.4. current and valid compliance certificate that the Contractor is not in arrears with social insurance or health insurance premiums or that the Contractor has been legally exempted, his outstanding payments have been deferred or divided into instalments or the execution of a decision of a competent authority has been stopped in its entirety to be issued by the relevant branch of the Social Insurance Company or Agricultural Social Insurance Fund no earlier than 3 months prior to expiry of the time limit for the submission of tenders.
- 9.2. As regards other documents, the contractors jointly competing for the contract shall submit one or more documents so as to prove joint fulfilment of the conditions regarding tendering contractors and the object of contract. The requested documents shall be submitted in the manner clearly indicating that the above mentioned declaration is submitted by each of the contractors jointly competing for the contract.
- 9.3. Moreover, the contractors jointly competing for the contract shall appoint an attorney-in-fact to represent them in the contract award procedure or in the procedure and conclusion of the contract. The power-of-attorney shall be attached to the tender in the original copy or as a notarially certified copy of

the original. It is also allowed to attach the true copy of the power-of-attorney certified by the mandator.

**X.** If the Tenderer's registered seat or place of residence is outside the territory of the Republic of Poland, instead of submitting declaration of the lack of grounds for exclusion from the procedure, the Contractor shall submit documents specified in §4 of the Regulation of the Prime Minister of 30 December 2009 on the types of documents that may be requested by the contracting authority from the contractor and forms in which these documents may be submitted (Journal of Laws 2009, No. 226, item 1817). In particular, the Contracting Authority specifies that:

10.1 If the contractor's registered seat or place of residence is outside the territory of the Republic of Poland, instead of submitting documents specified in item 9.1.2, 9.1.3 and 9.1.4 of this specification, the contractor shall submit a document or documents issued in the country in which the contractor has the principal seat or domicile, confirming respectively that:

10.1.1 neither winding up procedure has been commenced nor bankruptcy has been declared with respect to the tenderer,

10.1.2 the contractor is not in arrears with the payment of taxes, fees, social insurance or health insurance premiums, or stating that the contractor has been legally exempted, his outstanding payments have been deferred or divided into instalments or the execution of a decision of a competent authority has been stopped in its entirety.

10.2 If the documents specified in item 10.1 above are not issued in the place of residence (domicile) of the person or the country of the contractor's registered seat or domicile, they shall be replaced by a document containing a declaration made before a notary public, a competent judicial or administrative authority or a competent professional or commercial body in the place or residence of the person or the country of the tenderer's registered (principal) seat or domicile.

**XI. Time limit during which the Contractor must maintain its tender:**

11.1 The Contractor must maintain its tender for 90 days.

11.2 The period, during which the Contractor must maintain the tender, shall commence with the expiry of the time limit for submission of tenders.

**XII. Description of the manner of tender preparation:**

12.1 The Contractor may submit only one tender.

12.2 The tender shall be prepared in accordance with the template of the tender form constituting the **Annex no 2** attached hereto. If the Contractor submits the tender on his own form, such tender must include each and every

component specified in the annex above, otherwise the Contractor shall be excluded from the contract award procedure.

- 12.3 Any and all costs related to the preparation of the tender shall be incurred by the tenderer.
- 12.4 The contents of the tender should correspond to the contents of the specification of essential terms of the contract.
- 12.5 The tender should be typewritten, handwritten or written on a computer in a readable and legible manner.
- 12.6 Any and all alterations to the tender must be clearly made and signed by the person executing the tender.
- 12.7 The first page of the tender should include the listing of all documents provided in the envelope / package.
- 12.8 Detailed description of the documents required within this contract award procedure is specified in items VI and VIII above.
- 12.9 All pages of the tender should be clipped (stitched) permanently together, so as to avoid any interference in the completeness of the tender.
- 12.10 Tender is to be submitted in a non-transparent, sealed envelope / package in a manner ensuring content confidentiality and guaranteeing its inviolability until the opening of tenders. The envelope / package should be addressed to the Contracting Authority as stipulated in item I hereof and bear the name and precise address of the Contractor and should be labelled in the following manner:

**“Provision of Advisory and Training Services  
within the framework of  
the Training Centre for Modern Heating Technology –  
the Segment for Heat Pumps, Solar Collectors and Systems  
and Ventilation Systems”**

**with relation to the Project entitled "Foundation of Euro-Centrum Science and Technology Park - Development and Application of New Technologies in the Field of Energy Conservation and Renewables";  
implemented within the framework of Priority Axis 5: Diffusion of Innovation;  
Measure 5.3: Support for Innovation Centres of the Innovative Economy Operational Programme;  
Co-financed with the European Union funds and the State Budget;  
with regard to the Financial Support Agreement dated 8<sup>th</sup> October 2010, number POIG.05.03.00-00-010/10-00 [POIG – Innovative Economy Operational Programme].**

**Do not open until 3 p.m. 7<sup>th</sup> Juni 2011**

- 12.11 The Contracting Authority is not liable for any occurrences resulting from mislabelling the envelope / package or lack of any of the required information.
- 12.12 In the event of cancellation of the contract award procedure due to the fault of the Contracting Authority, the contractors who submitted non-rejectable tenders shall not be entitled to claim reimbursement of the justified costs of participation in the procedure, and in particular, the costs incurred for the preparation of their tenders.
- 12.13 This contract award procedure shall be conducted in Polish.
- 12.14 The Contractor shall attach to the tender:
  - 12.14.1 A power-of-attorney of the person executing the tender. The power-of-attorney should be attached to the tender in the original copy or as a notarially certified copy of the original. It is also allowed to attach the true copy of the power of attorney certified by the mandator, if the tender is executed by the attorney-in-fact,
  - 12.14.2 A draft contract constituting the **Annex no 1** hereto, initialed on each page and signed on the last page,
  - 12.14.3 documents stipulated in item VI hereto,
  - 12.14.4 documents stipulated in item VIII hereto,
  - 12.14.5 a declaration of the fulfilment of the conditions for participation in the procedure in accordance with the template constituting the **Annex no 4** attached hereto,
  - 12.14.6 a declaration of the lack of personal or capital affiliation in accordance with the **Annex no 7** attached hereto,
  - 12.14.7 disbursement schedule.

### **XIII. Date and place of submission and of opening of tenders**

- 13.1 The tenders should be sent/deposited until 3 p.m. 7<sup>th</sup> Juni 2011 to the Contracting Authority's address specified in item I of this specification of essential terms of the contract, the secretary office.
- 13.2 The Contractor may, prior to the expiry of the time limit for the submission of tenders, **change or withdraw** the tender. Such change or withdrawal of the tender must be made in writing.
- 13.3 Changes appertaining to the content of the tender should be prepared, packaged and addressed to the Contracting Authority's address stipulated in item I hereto, in the manner specified in the item of this specification of essential terms of the contract and additionally marked as "Change," or in

case of a notification of withdrawal, marked as "Withdrawal." Envelopes so marked will be the first to be opened.

- 13.4 The Contractor may not withdraw or change the content of the tender after the expiry of the time limit for the submission of tenders.
- 13.5 The content of the envelopes must remain unknown until the time of the opening of tenders.
- 13.6 **Opening of submitted tenders** shall be held at 3.15 p.m. on 7<sup>th</sup> Juni 2011 at the Contracting Authority's principal seat, the conference room.
- 13.7 The tenders submitted outside the time limit for the submission of the tenders shall be returned unopened with the specification of the cause for return.
- 13.8 The Contracting Authority does not provide for reimbursement of costs incurred as a result of the contract procedure.

**XIV. Criteria for assessment of tenders: gross price for the execution of the whole object of contract.**

- 14.1. The price of the offer shall include any and all commitments of the Contractor and shall be stated in EURO in numbers and words with value added tax duly specified.
- 14.2. The price stated in the offer shall include any and all costs and components related to the execution of the awarded contract. The Contractor is obliged to examine the tender documents while pricing works for the purpose of arriving the lump sum that is the tender price.
- 14.3. The Contractor puts the lump sum price out to the tender.
- 14.4. There may be only one tender price stated.
- 14.5. Net price, VAT and gross prices shall be calculated in round figures to two decimal places (in accordance with the mathematical rule of rounding: if the decimal point on number is below 5 the ending is disregarded, if it equals or exceeds 5 it should be rounded up).
- 14.6. The tender price for the execution of the object of the contract should be presented in the tender submission form annexed to this specification of essential terms of the contract.
- 14.7. Tender assessment score shall be calculated on the basis of the following mathematical equation:

$$\frac{\text{the lowest price (gross)}}{\text{the price of the tender under assessment}} \times 100 \text{ points} = \text{the number of points obtained}$$

- 14.8. The tender price is the only criterion for the selection of the tender – 100 %.
- 14.9. During examination and evaluation of tenders the Contracting Authority may require explanations of the tenders' contents submitted by the Tenderer.



**XV. Manner of providing explanations concerning the specification of essential terms of the contract:**

- 15.1 Each Contractor may request the Contracting Authority to explain the content of the specification of essential terms of the contract no later than 7 days prior to the time limit for submission of tenders.
- 15.2 The Contractors' queries should be made in writing and communicated to the Contracting Authority's address.
- 15.3 The Contracting Authority shall post the query with the explanation on the website of the Contracting Authority.
- 15.4 In justified cases, the Contracting Authority may, prior to the expiry of the time limit for the submission of tenders, at any given time modify the content of the specification for essential terms of the contract. Each such modification to the specification becomes a component of the procedure documentation. Every modification shall be immediately provided to all the Contractors competing for the contract, thus becoming a binding component of the specification. Modifications shall be posted on the website of the Contracting Authority.
- 15.5 The Contracting Authority shall extend the time limit for the submission of tenders if an additional time is necessary to make changes to the tenders, as a result of the modification of the contents of the specification of essential terms of the contract. In such a case, any and all rights and obligations of the Contractor and the Contracting Authority regarding previously set time limits shall be subject to a new time frame.

**XVI. Manner of communication between the Contracting Authority and the Contractors.**

In this procedure any and all declarations, requests, communications and notices or information between the Contracting Authority and the Contractor shall be delivered in writing or by fax (fax available Monday to Friday 8 a.m. – 4 p.m.). *Communication by electronic means is not allowed.* As regards declarations, requests, notices or information delivered by fax, each party, upon the other party's request, shall immediately confirm the receipt of such documents.

**XVII. Commencement of Contract:**

The contractors whose tenders pass the formal assessment shall be invited to negotiations. The contract shall be commenced and concluded on conditions stipulated in the template constituting the **Annex no 1** to this specification, with the Contractor whose offer shall be selected as the best tender in the course of the negotiations. The Contractor is obligated to attach to the tender an initialled draft

contract which shall be the basis for the execution of the object of the contract. The Contracting Authority informs that the provisions of the contract are negotiable.

**XVIII.** The Contracting Authority shall notify of the results of this procedure by posting an appropriate information on its website. The contractors submitting tenders in this procedure shall be notified by the Contracting Authority in writing.

**XIX.** The procedure shall not be subject to protests, appeals or any other means objections.

**XX.** The Contracting Authority reserves the possibility to cancel the award contract procedure, at any given time, without stating the cause.

**Annexes:**

1. Annex no 1 – Draft contract,
2. Annex no 2 – Tender submission form,
3. Annex no 3 – Declaration of the lack of grounds for exclusion,
4. Annex no 4 – Declaration of the fulfilment of the conditions for participation in the procedure,
5. Annex no 5 – Information concerning experience,
6. Annex no 6 – Information concerning personnel capable of performing the contract,
7. Annex no 7 – declaration on the lack of capital and personal affiliation;
8. Annex no 8 – Guidelines on preparation of the disbursement schedule.