

## **SPECIFICATION OF ESSENTIAL TERMS OF CONTRACT IN THE PROCEDURE OF OPEN TENDERING**

**The object of the Contract: The supply of Turn-key multipurpose Pilot Unit for the extraction with supercritical gases- 1000 bar/1l**

**I. The Awarding Entity:**  
**INSTYTUT NAWOZÓW SZTUCZNYCH**  
**Al. Tysiąclecia Państwa Polskiego 13A**  
**24 - 110 Puławy**  
[www.ins.pulawy.pl](http://www.ins.pulawy.pl)

phone: + 48 81 473 14 00, fax.: +48 81 473 14 10  
Office hours: Monday- Friday 7:00 – 15:00

### **II. Contract award procedure:**

Contract award procedure is conducted in open tendering.

Legal basis for contract award procedure Article 10 paragraph 1 and Article 39 – 46 of Public Procurement Law of the Republic of Poland.

Legal basis for Specification of Essential Terms of Contract:

1. The Act of the 29<sup>th</sup> of January 2004 Public Procurement Law (consolidated text Journal of Laws of the Republic of Poland of 2007 No 223 item1655 with further amendments) hereinafter referred to as PPL.
2. Regulation of the Prime Minister of the Republic of Poland of the 30<sup>th</sup> of December 2009 concerning documents which might be required by the Awarding Entity and forms in which these documents might be submitted.
3. Regulation of the Prime Minister of the Republic of Poland of the 23<sup>th</sup> of December 2009 concerning PLN/EURO average rate of exchange applicable for the value of Public Contract.

This Specification with all Annexes and documents on our website shall be the basis for offer preparation including information given to Economic Operators.

The procedure is conducted in the English and Polish language. Documents prepared in the English shall be submitted in original or in copies confirmed by Economic Operator: in compliance with original and shall be prepared according to the rules specified in this Specification.

**III. The description of the object of contract:** the supply of Turn-key multipurpose Pilot Unit for the extraction with supercritical gases, 1000 bar/ 1l.

**Common Procurement Vocabulary (CPV):** 385000000  
385400002

## 1. Technical parameters

- 1) The object of the Contract is the supply of Turn-key multipurpose Pilot Unit for the extraction with supercritical gases, 1000 bar/ 1l.
- 2) Annex 5 to this Specification – Technical Specification of the object of the Contract includes the detailed description of the object of the Contract.
- 3) The Awarding Entity allows for the unit to be consisting of the same or better technical.
- 4) In order to confirm that the object of the Contract offered by the Economic Operator is compliant with this Specification and the requirements set in the description of the object of the Contract in the technical specification – Annex 5 the Economic Operator is obliged to present apart from the offer, document specified in chapter XI item 3.3 which contains detailed technical specification of the object of the Contract (unit) with equipment and devices. The document should prove that there is no doubt concerning fulfillment of requirements specified by the Awarding Entity in this Specification and that the unit offered by the Economic Operator is of the same or even better technical parameters (Annex 5).

Lack of technical specification shall result in the rejection of the offer.

- 5) The object of the Contract shall be brand new. The cost of delivery and installing the device shall be included in the price of the offer.

## 2. Subcontractors

The Economic Operator is not allowed to entrust the subcontractor with the performance of the entire object of the Contract. If the Economic Operator intends to subcontract some part of procurement, he is obliged to specify in the offer (as per Annex 1 to this Specification) which parts of procurement shall be subcontracted. The Economic Operator shall take full liability for any actions, fault and negligence of the subcontractor.

## Other requirements

- 1) The Economic Operator is obliged to perform the object of the Contract in compliance with requirements, technical knowledge, binding provisions and norms, in particular design and construction shall be in compliance with the following norms:
  - AD 2000 Code – technical requirements for pressure vessels (calculations, design, materials)
  - CE – directive on pressure vessels 99/23/EC, receipt by proper body e.g. TUV,
  - CE – directive on machines 98/37/EC
  - CE – directive on electrical equipment 2006/95/EC relating to electrical equipment
- 2) the object of the contract shall be compliant with quality of the goods permitted for trade, and shall be compliant with safety certificate and conformity declaration.
- 3) the Economic Operator shall within this Contract instruct and train 3 employees of the Awarding Entity at the expense and in the plant of the Economic Operator.

### Guarantee:

The Economic Operator shall give **1year** guarantee (manufacturer guarantee for the object of the Contract) .

Maintenance and service requirements as per Annex 4 to this Specification – sample of the Contract.

- IV. **Parts of Procurement** . The Awarding Entity shall not allow for submission of tenders for lots.
- V. **Framework agreement**. The Awarding Entity shall not envisage conclusion of Framework agreement.
- VI. **Supplementary contracts**. The Awarding Entity, shall not envisage supplementary contracts which are specified in Article 67 paragraph1 item 6 and 7 of Public Procurement Law.
- VII. **Variants**. The Awarding Entity shall not allow for submission of variant tenders.
- VIII. **Electronic bidding**. The Awarding Entity shall not envisage the electronic bidding for the selection of the most advantageous offer.

**IX. Contract execution date: 28.02.2011.**

**X. Conditions for participation in the award procedure and evaluation manner of fulfillment of those conditions.**

**Conditions for participation in the award procedure.**

1. Under Article 22 paragraph 1 of Public Procurement Law eligible to compete for a contract shall be the Economic Operators who fulfill the following requirements related to:

1.1. Authorizations to perform specific activities or actions, if such authorizations are required by law; For the purpose of confirmation of fulfillment of this requirement the Economic Operator shall submit the Declaration of Fulfillment of the Conditions for Participation in the Procedure, in accordance with Article 44 of Public Procurement Law – sample (**Annex 3 to this Specification**);

1.2 Having knowledge and experience; For the purpose of confirmation of fulfillment of this requirement the Economic Operator shall prove that the performance of **2 supplies of equipment or units of the pressure not lower than 200 bar and the value not lower than 500 000 PLN (gross value) each**, in the scope necessary to prove the fulfillment of the conditions related to having knowledge and experience. The supplies shall be performed within 3 years prior the final date of submission of offers or requests to participate in the procedure, if the period of business activity is shorter within this period, specifying values, object of supply, execution dates and recipients and documents confirming diligent performance of the supply **as per Annex 6 to this Specification – the list of supplies performed**;

1.3. Appropriate technical potential and personnel capable of performing the contract; For the purpose of confirmation of fulfillment of this requirement the Economic Operator shall prove that he has appropriate technical potential and personnel capable of performing the object of the contract at his disposal, especially those who are responsible for the execution of the Contract and quality of the object of the Contract, with information stating their qualifications and experience necessary for Contract execution, as well as the scope of their activity and information about the grounds for disposal of those **participants as per Annex 7 to this Specification**;

1.4. Economic and financial standing; For the purpose of confirmation of fulfillment of this requirement the Economic Operator shall enclose information from bank or saving and loan association in which the Economic Operator has his own account, confirming the financial standing of the Economic Operator or his creditworthiness necessary for current financing of the object of the Contract up to at least 500 000 PLN, issued not earlier than 3 months prior the time limit for submission of the offers;

2. Economic Operators who are not subject to exclusion because of failure to fulfill requirements specified in Article 24 paragraph 1 of Public Procurement Law shall be eligible to compete for a public contract.

The original of declaration shall be signed by the person/persons authorized to represent the Economic Operator. In case of joint offer, under Article 23 of Public Procurement Law declarations shall be submitted as joint declarations or separate declarations.

Economic Operator may rely on know-how and experience, technical potential and personnel capable of performing the Contract or the financial resources of the other entity, irrespective of legal nature of their relations. In such a situation the Economic Operator is obliged to prove that he will have the resources necessary for performing the Object of the Contract, presenting written obligations of those entities to spare necessary resources for the Contract performance.

Evaluation of the fulfillment shall be: fulfils/does not fulfill on the basis of submitted documents.

**XI. Documents which shall be submitted by the Economic Operator in order to confirm the fulfillment of the conditions for participation in the procedure and to confirm that Economic Operator is not excluded from the procedure.**

1. The Awarding Entity requests the Economic Operator to submit the following declarations in order to prove the fulfillment of conditions specified in Article 22 paragraph 1 :

**1.1. declaration of the Economic Operator as per Article 44 of Public Procurement Law confirming the fulfillment of requirements for participation in the procedure** specified in Article 22 of Public Procurement Law – **Annex 3 to this Specification ;**

**1.2. the list of supplies performed - 2 supplies of equipment or units of the pressure not lower than 200 bar and the value not lower than 500 000 PLN (gross value) each, in the scope necessary to prove the fulfillment of the conditions related to having knowledge and experience.** The supplies shall be performed within 3 years prior the final date of submission of offers or requests to participate in the procedure, if the period of business activity is shorter within this period, specifying values, object of supply, execution dates and recipients and documents confirming diligent performance of the supply **as per Annex 6 to this Specification – the list of supplies performed;**

**1.3. the list of persons** who will participate in the performance of the object of the Contract especially those who are responsible for the execution of the Contract and quality of the object of the Contract, with information stating their qualifications and experience necessary for Contract execution, as well as the scope of their activity and information about the grounds for disposal of those **participants as per Annex 7 to this Specification;**

**1.4 information** from bank or saving and loan association in which the Economic Operator has his own account, confirming the financial standing of the Economic Operator or his creditworthiness necessary for current financing of the object of the Contract up to at least 500 000 PLN, issued not earlier than 3 months prior the time limit for submission of the offers;

Note: Values of supplies confirming the fulfillment of conditions – the list of supplies – mentioned in paragraph 1. item 1.2 (Annex 6) and sums of money specified in paragraph 1. item 1.4 specified in other currencies shall be calculated into PLN according to average rate of exchange given by National Bank of Poland valid for the day the Notice of Public Contract was announced in the EU Official Journal.

The above mentioned documents as per paragraph 1 items 1.1-1.3 shall be submitted in original and shall be signed by the person/persons authorized to sign the offer. Document mentioned in paragraph 1 item 1.4 may be submitted in copy confirmed: in compliance with original by the person/persons authorized to sign the offer.

**2. In order to prove lack of ground for exclusion from the procedure in situations specified in Article 24 paragraph 1 of Public Procurement Law the following documents shall be submitted:**

**2.1. The declaration of the Economic Operator** concerning the lack of ground for exclusion from the procedure under Article 24 paragraph 1 of Public Procurement Law, **as per Annex 2 to this Specification;**

**2.2. Valid official copy** of proper register if other regulations require the registration in order to prove lack of grounds for exclusion from the procedure under Article 24 paragraph 1 of Public Procurement Law, issued not earlier than 6 months prior the time limit for submission of the offers, and in case of natural persons declaration in the scope of Article 24 paragraph 1 item 2 of Public Procurement Law is required;

**2.3. Valid declaration** of the head of Tax Office confirming that that economic operator has not any arrears in taxes or declaration that he acquired legal exemptions from payments or payments delay or permission to pay arrears in installments or stay of execution of proper body issued not earlier than three months prior the final date of permission to participate in the procedure or the final date of submission of the offer.

**2.4. Valid declaration** of the head of Tax Office and proper Social Insurance Institution or Agricultural Social Insurance Fund confirming that that economic operator has not any arrears in taxes and

health and social insurance premiums or declaration that he acquired legal exemptions from payments or payments delay or permission to pay arrears in installments or stay of execution of proper body issued not earlier than three months prior the final date of permission to participate in the procedure or the final date of submission of the offer.

2.5. **Valid information of National Criminal Record** or equivalent declaration of proper court or administrative body from the country of economic operator within the scope specified in Article 24 paragraph 1 item 4-8 of Public Procurement Law issued not earlier than 6 months prior the final date of submission of the offer.

2.6. Valid information of National Criminal Record or equivalent declaration of proper court or administrative body of the country of the person, within the scope specified in Article 24 paragraph 1 item 9 of Public Procurement Law issued not earlier than 6 months prior the final date of submission of the offer.

Document mentioned above in item 2.1.( declaration) shall be submitted in original and shall be signed the person/persons authorized to sign the offer.

Documents specified in items 2.2., 2.3., 2.4., 2.5., 2.6. may be submitted in copies by the person/person authorized to sign the offer and confirmed - in compliance with original.

Note: the signature shall be deemed the hand written signature enabling identification of the persons authorized to represent the Economic Operator as per register act and legal requirements. See chapter XIV paragraph 2 item 4.

#### **4. Foreign Economic Operators**

If, Economic Operators have a registered office in Poland, and the persons mentioned in Article 24 paragraph 1 items 5-8 of Public Procurement Law have the place of residence outside Poland, the Economic Operator shall submit declaration of proper court or administrative body proper for the place of residence confirming lack of criminal record of those persons specified in the scope of Article 24 items 5-8 of the Public Procurement Law, issued not earlier than 6 months prior the time limit for submission of request to participate in the procedure or submission of offers. However, if such declarations are not issued in the country the Economic Operators have a place of residence, they shall be replaced by documents prepared in the presence of Notary Public, or by court, administrative body, or business organization or the body of self-government of the place of residence of the Economic Operator.

If Economic Operator has his registered office or place of residence outside Poland instead of documents mentioned in **XI paragraph 2 of this Specification** he shall submit:

4.1. items 2.2, 2.3.,2.4., 2.6. – documents confirming that:

- a) winding –up proceedings have not been opened against him and he has not been declared bankrupt;
- b) he has not any arrears in taxes, health and social insurance premiums or that he acquired legal exemptions from payments or payments delay or permission to pay arrears in installments or stay of execution of proper body;
- c) he has not been prohibited to participate in the procedure for a public contract;

4.2. Instead of document specified in chapter XI of the Specification paragraph 2 item 2.5 – document of proper court or administrative body where the Economic Operator has his registered office or place of residence within the scope specified in Article 24 paragraph 1 items 4-8 of Public Procurement Law shall be submitted.

4.3. Documents specified in item 4.1 letter a) and c) and 4.2. should be issued not earlier than 6 months prior the final date of submission of the offer. Document specified in item 4.1. letter b) should be issued not earlier than 3 months prior the final date of submission of the offer.

4.4. If such documents as specified in chapter **XI of this Specification items 4.1 and 4.2** are not issued in the country where the economic operator has his registered office or place of residence they shall be replaced by declaration made before a notary public, competent court, administrative body or professional or economic organization – item 4.3. shall refer to the dates of issuing such documents.

#### **5. Joint Offer**

5.1 In case the Offer is submitted by several entities, the offer shall fulfill the following requirements:

- a) authorized representative/ leading party shall be appointed to represent the Economic Operator – the Power of Attorney should be attached.

- b) Awarding Entity shall require the copy (confirmed in compliance with original) of the agreement or other document confirming establishing consortium or civil company, signed by all the parties or shareholders, however the period for which the consortium agreement or civil company have been established shall not be shorter than the Contract performance period.
- c) The Offer shall be signed by each party or authorized representative/ leading party.
- d) The authorization to perform duty of the authorized representative/leading party shall be signed by all legally authorized representatives of each party - it should be attached to the Offer.
- e) Leading representative/partner shall be authorized to incur obligations and make payments on behalf of each of the party and shall be authorized to exclusive representation during the Contract performance – the proper declaration shall be attached to the Offer
- f) The Entities participating jointly shall bear joint liability for failure or indiligent performance of obligations.

5.2. Economic Operators who jointly participate in the procedure shall submit one offer, however:

- a) declarations and documents specified in **XI item 2- 2.1-2.6.** of this Specification shall be submitted by each of Economic Operators separately,
- b) the remaining declarations and documents specified **in XI item 1- 1.1 -1.4.** – shall be submitted by representative of the Economic Operators, or by each of Economic Operators who jointly participate in the procedure.

Evaluation of the fulfillment of the conditions for participation in the procedure shall be based on correctness and completeness of declarations and documents submitted by the Economic Operators in accordance with Article 22 paragraph 1, subject to Article 26 paragraph 3 of Public Procurement Law.

Evaluation of the fulfillment shall be: fulfils/does not fulfill on the basis of submitted documents.

## **XII. Information on communication manner between the Awarding Entity and Economic Operators:**

Each of the Economic Operators is entitled to ask the Awarding Entity for explanation of Specification of Essential Terms of Contract. Any questions should be made in writing and sent to the following address:

INSTYTUT NAWOZOW SZTUCZNYCH  
Al. Tysiąclecia Państwa Polskiego 13A, PL - 24110 PULAWY, POLAND  
fax: +48 81 473 14 10

or e-mail:

[ins@ins.pulawy.pl](mailto:ins@ins.pulawy.pl)

The Awarding entity shall promptly give answers to all Economic Operators, who received the Specification of Essential Terms of the Contract in accordance with Article 38 of Public Procurement Law. Any declarations, requests, and information sent by phone or fax ( 48 81 473 14 23) or by e-mail shall be deemed submitted within the time limit if the Awarding Entity has received them prior the time limit and confirmed this fact in writing.

The Awarding Entity shall not envisage the meeting with Economic Operators.

## **XIII. Persons who are entitled to communicate with Economic Operators:**

[edward.roj@ins.pulawy.pl](mailto:edward.roj@ins.pulawy.pl) – legal issues and procedure  
[waldemar.wawer@ins.pulawy.pl](mailto:waldemar.wawer@ins.pulawy.pl) – technology and technical matters

## **XIV. Deposits**

**1.The Awarding Entity requires deposits in the amount of 48 000PLN.** Deposit for the entire offer binding period shall be submitted prior the time limit for submission of offers. Deposit shall be deemed valid only if it is registered on the bank account of the Awarding Entity prior time limit of submission of offers.

The date of registering the sum of money on the bank account of the Awarding Entity shall be deemed the date of deposit submission.

Note: Pecuniary deposits shall be submitted only in PLN.

2. Deposits might be submitted in one of the following forms:
  - a) By money transfer to the bank account of the Awarding Entity .
  - b) Bank Suretyship or Savings and Loan Associations Suretyship, however this suretyship is always pecuniary suretyship,
  - c) Bank Guarantee,
  - d) Insurance Guarantee,
  - e) Suretyship issued by other entities, which are specified in Article 6b paragraph 5 item 2 of the Act of the 9<sup>th</sup> of November 2000 on establishing of Polish Agency for Enterprise Development (PARP), (Journal of Laws of the Republic of Poland of 2007 No 42 item 275).
3. Bank Guarantee, insurance guarantee or suretyship of other entities shall be submitted in original. The document shall be issued for the beneficiary-Awarding Entity and shall be irrevocable and paid at the first written request of the Awarding Entity without any reservations and conditions.
4. Pecuniary deposits shall submitted by wire transfer to the bank account of the Awarding Entity – Instytut Nawozów Sztucznych :

Account number: 03 1240 2412 1111 0000 3610 6855

Titled: ***The supply of Turn-key multipurpose Pilot Unit for the extraction with supercritical gases- 1000 bar/1l – INS/NO-28/2010.***

5. In case of Economic Operators who jointly participate in the procedure for a contract, deposit might be submitted by one or all Economic Operators, provided that the total value of the deposit shall amount to the value of deposit required. In such a case the procedure in which the deposit is submitted and the party submitting deposit should be specified.
6. The document confirming the submission of deposits shall be enclosed to the offer i.e.:
  - a) original or copy confirmed by the person authorized to confirm: in compliance with original of money transfer to the bank account of the Awarding Entity, or
  - b) original of document which is any other form of deposit permitted by the Awarding Entity.

The remaining non-pecuniary deposits shall be attached to the offer or submitted in original to the Room 156 Building E-40 within the time limit until 12:00 of CET.

7. The Awarding Entity shall return or retain the deposit in accordance with Article 46 of Public Procurement Law.
8. Any limitations or conditions introduced to the deposit in reference to Article 46 paragraph 5 of the Public Procurement Law shall result in failure to submit required deposit and consequently – exclusion from the procedure.

#### **XV. Time limit of offer binding:**

Tenderers are bound by the Offer for sixty (60) days. Binding period starts with the final date for submission of offers.

#### **XVI. Offer preparation description:**

1. **Offer preparation.** The Economic Operator is obliged to submit the Offer with documents and declarations specified in chapter XI of this Specification.
2. **Formal requirements:**

1. Offer must be written in the Polish or English language in a legible manner.
2. The Awarding Entity does not allow for submission of the Offers by e-mail.
3. The Economic Operator is allowed to submit only one offer for the object of the Contract.
4. Offer has to be signed (there must be hand written signature enabling identification of the person) by persons authorized to represent the Economic Operator as per registration act and legal requirements.

Therefore, if according to document specifying legal status of the Economic Operator or power of attorney there need to be several persons for joint representation of the company, offer with other documents have to be signed by all those persons.

5. If Offer and Annexes have been signed by the authorized person there need to be legal ground attached.  
Power of attorney to represent the Economic Operator for the persons signing the Offer. If

power of attorney is not stated directly in documents specifying legal status of the Economic Operator (official copy of proper register or confirmation of the entry of business activity register), there need to be original or copy confirmed "in compliance with the original" by the Notary Public of Power of attorney attached to the Offer.

6. Offer shall contain all documents required, declarations and Annexes which are mentioned in this Specification.
7. Documents should be made in accordance with the Awarding Entity's instructions and samples presented – Annexes to this Specification, and shall contain all the necessary data.
8. Declarations and documents required should be submitted in original or confirmed copy - in compliance with original, by the Economic Operator. The Power of Attorney shall be submitted in original or confirmed by Notary Public.
9. There should be initials of the person signing the Offer on each page of the Offer.
10. Any corrections shall be legible and signed by the person(s) signing the Offer.
11. All pages of the Offer shall be permanently bound (stapled) in order to avoid any decomposition of the Offer.
12. Secrecy: If Economic Operator intends to include confidential information in the Offer, it should be filed in a separate package specifying that this information should be included in Annex 1 -Offer form – in the list of documents attached to the Offer. There should be the note: *CONFIDENTIAL – not to be disclosed to other participants of the procedure* on each confidential document.  
Confidential information shall mean information not disclosed to public, which mainly concerns: technology, commercial and organization details. The scope of this information shall not cover information which is generally or easily available.
13. Costs connected with offer preparation shall be borne by the Tenderer.

### **3. Other requirements concerning offer preparation.**

- 3.1. The offer shall be submitted in non-transparent closed envelope with the title:  
**Open tendering INS/NO/28/2010 OFFER**

#### **“The supply of Turn-key multipurpose Pilot Unit for the extraction with supercritical gases- 1000 bar/1l”**

- 3.2. The envelope shall be submitted to the registered office of the Awarding entity:  
INSTYTUT NAWOZOW SZTUCZNYCH  
Al. Tysiąclecia Państwa Polskiego 13A, PL - 24110 Puławy, Poland  
Room No 156, main building of INS, E-40, Monday- Friday 7:00 – 15:00

- 3.3. Note: There should be the address of the Economic Operator on the envelope.

### **XVII. Place and time limit for submission of offers.**

1. offer shall be submitted to the registered office of the Awarding Entity:  
INSTYTUT NAWOZÓW SZTUCZNYCH  
Al. Tysiąclecia Państwa Polskiego 13A  
PL - 24110 Puławy, Poland  
Room 156, main building of INS, E-40, Monday- Friday 7:00 – 15:00

#### **Until 24.06.2010 time 12:00 of CET**

Offers submitted after the time limit shall be returned to Economic Operators without opening

#### **2. Offers opening shall take place in the registered office of the Awarding Entity.**

- INSTYTUT NAWOZÓW SZTUCZNYCH  
Al. Tysiąclecia Państwa Polskiego 13A  
PL - 24110 Puławy, Poland  
Room 156, main building of INS, E-40, Monday- Friday 7:00 – 15:00

#### **on 24.06.2010 time: 12:05 of CET**

We inform that Instytut Nawozow Sztucznych is not a public place and the entrance is connected with checking procedure and obtaining entrance card which takes approximately 20 minutes.

3. Session of Offer opening:

Just before the opening of the offers, the Awarding entity shall inform the Economic Operators witnessing the opening session about the amount of money he has arranged for covering the costs of contract.

The opening session is open and shall take place just after disclosure of the above mentioned information. After the offer opening the following information shall be given: name and registered office of the Economic operator whose offer is opened, price, guarantee period and the delivery time and terms of payment specified in the offers.

**XVIII. Price calculation manner:**

The price specified in the offer shall be lump sum price and shall take into consideration all the requirements costs which will be borne by the Economic Operator, in connection with realization of the Contract. The price might be specified PLN or EURO in figures and say specifying VAT tax if applicable.

The price shall be given with accuracy of 2 places after coma/point.

There might be only one price.

The price shall not be the subject to any changes during Offer validity period (binding).

**XIX. Information of foreign currencies:**

Any payments and settlements connected with the object of the contract mentioned in this Specification shall be made in PLN or EURO. In order to calculate the offer price in PLN in case of the Economic operator's offer include offer price stated in EURO, the offer price shall be calculated into PLN according to the average exchange rate of NBP (the National Bank of Poland) of the day the opening of the offers.

The Awarding Entity allows for concluding the Contract in PLN or EURO.

Any payments and settlements shall be made in the currency the Contract was concluded.

**XX. Criteria for evaluation of offers:**

1. The selection of Offers shall be made according to the following criteria:

Criterion	Weighing
Price	100%

The offer which is the closest to the requirements of the Awarding Entity shall be given the highest score. The remaining offers will be given lower score (proportionally lower). The result shall mean the number of points corresponding to particular offer.

2. Formulas applied for point calculation.

**Price**

$$P_{price} = \frac{P_{min.}}{P_{offer}} \times 100$$

- $P_{price}$  – Total points for “price”
- $P_{min}$  – The lowest price of all the offers.
- $P_{offer}$  – The price of analyzed offer.

3. The result.

The Offer with the most advantageous balance, which will receive the highest score shall be deemed the most advantageous in accordance with these criteria. Economic Operator whose offer will obtain the highest score shall be entrusted with the realization of Contract.

4.If the offer selected would imply goods and services tax obligations for the Awarding Entity, in order to evaluate the offer the Awarding Entity shall add the value tax which would have to be paid in accordance with binding provisions.

**XXI. Terms of Contract and information about formalities which have to be fulfilled by the Economic Operator in order to enter into Contract with the Awarding Entity.**

1. The Economic Operator whose Offer was selected as the most advantageous is obliged to enter into Contract .
2. the Contract shall be concluded under consideration of the provisions of this Specification and data included in the Offer.

3. Annex 4 to this Specification shall specify the terms of the Contract.
4. If it appears that the Economic Operator, whose offer was selected to be the most advantageous, has presented false information or he would be unwilling to enter into Contract pursuant to the conditions specified in this Specification, the Awarding Entity shall select the second offer from the list unless only one offer was submitted in the tender procedure or the period of Offer binding has expired.
5. The Economic Operator shall be informed in writing about the place and time of signing the Contract. There will be separate notice sent to the Economic Operator.
6. Any amendments and changes made to the provisions of the Contract shall be mutually agreed by the Parties in writing, otherwise they shall be invalid.

Under Article 144 of Public Procurement Law the Awarding Entity shall envisage the amendments to the Contract should the following happen:

- a) Change of the legal provisions which might influence the performance of the Contract.
- b) Force Majeure – independent of the Parties of the Contract, which would hinder the performance of the Contract within specified time limit. The parties shall agree upon the amended time limit.

Force Majeure shall mean extraordinary events beyond control of the parties such as acts of nature, hurricane, flood, blizzard or death of the Economic Operator.

#### **XXII. Contract good performance security**

1. The Awarding Entity shall not require the submission of Contract good performance security.

2. Downpayment and downpayment return guarantee.

The Awarding Entity shall pay the downpayment to the Economic Operator, in the amount of up to 50% of the value of the Contract if the Economic Operator expresses the request to receive downpayment.

Downpayment shall be paid within 30 days (say: thirty) days calculated from entering into contract, after the Awarding Entity has received the following documents:

- 1) Downpayment return bank guarantee

Downpayment shall be calculated into the value of the object of the Contract resulting from the offer of the Economic Operator.

#### **XXIII. Legal protection**

Should Economic Operators or any other persons suffer or may suffer damage or harm as the result of violation by the Awarding Entity of the provisions of Public Procurement Law of the Republic of Poland (consolidated text, Journal of Laws of the Republic of Poland of 2004 No 223, item 1655 with further amendments, they are entitled to be legally protected as per chapter VI of this Law.

#### **XXIV. Tendering results announcement.**

The results of the procedure shall be announced in accordance with the provisions of the Public Procurement Law, that is in the registered office of the Awarding Entity and on his website as well as on the website of EU Official Journal. Irrespective of this, all Economic Operators participating in the procedure shall be informed in writing about the results of the procedure.

#### **XXV. Final Provisions.**

Rules concerning disclosure of documents.

The participants of the procedure are allowed to have insight into protocol and Offers during the procedure, except of documents constituting annexes to the protocol (open after the procedure has finished) and documents which are confidential for entrepreneurs with regard to regulations of dishonest competitiveness combat and documents or information reserved by the participants of the procedure.

The disclosure of documents shall take place under the following conditions:

- The Awarding Entity shall disclose the documents upon written application,
- The Awarding Entity shall specify the date and place and the scope of documents disclosed
- The Awarding Entity shall appoint the Member of the Committee who will be present during disclosure of documents. Disclosure shall take place only in the registered office of the Awarding Entity and during the office hours.

The provisions of the Public Procurement Law and the Civil Code of the Republic of Poland shall be applicable for the issues not governed by this Specification.

**XXVI. Annexes to the Specification of Essential Terms of Contract:**

Annex No 1: Offer form

Annex No 2: Declaration of lack of grounds for exclusion from the procedure

Annex No 3: Declaration of fulfilment of the conditions for participation in the procedure

Annex No 4: Sample of the Contract Annex

Annex No 5: Technical Specification

Annex No 6: The list of supplies performed

Annex No 7: The list of persons participating in the performance of the Contract Price form

Annex No 8: Downpayment return bank guarantee

Puławy, 20.05.2010.

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Signature of authorized person

## OFFER FORM

**For a public contract conducted in the procedure of open tendering:  
"The supply of Turn-key multipurpose Pilot Unit for the extraction  
with supercritical gases- 1000 bar/1l"**

We hereunder signed:

.....  
.....

Acting on behalf of:

Name .....

Registered office

.....

*(name (company)detailed address of Economic Operator/Operators, in case of joint offer addresses of all  
Economic Operators shall be given )*

Phone/fax number

.....

### **The Awarding Entity**

INSTYTUT NAWOZÓW SZTUCZNYCH Al. Tysiąclecia Państwa Polskiego 13A, 24 - 110 Puławy

### **Economic Operator hereby declares that:**

1. **The offer submitted** is compliant with the Specification of Essential Terms of Contract.
2. **The authorized representative** for the purpose of this Contract shall be:

.....

*(to be filled in only in case of joint offer)*

3. **We hereby declare** that we have learnt the content of this Specification and we undertake to be bound by the provisions of this Specification .
4. **We hereby declare** that in case of selecting our Offer we shall conclude the Contract in accordance with the provisions of this Contract, on the date and in place specified by the Awarding Entity and we undertake to fulfil all the requirements of the Specification of Essential Terms of Contract.
5. **We hereby undertake** to supply: Turn-key multipurpose Pilot Unit for the extraction with supercritical gases- 1000 bar/1l"
6. Deposit in the required amount of.....PLN was submitted prior the time limit of offer submission on.....in the form of.....
7. Pecuniary Deposit specified in item 5 submitted by wire transfer on .....shall be returned to the Bank Account of the Economic Operator: .....
8. Deposit specified in item 5, submitted in non pecuniary form shall be returned to the Economic Operator  
.....  
..... (specify return manner).

9. The Contract shall be performed without subcontracting\*/ with subcontracting\*  
The following part of procurement shall be subcontracted .....

\* - cross out unnecessary

10. I hereby declare myself to be bound by the Offer for 60 days calculated from the final date of submission of Offers.

11. The list of documents attached for the purpose of confirmation of fulfillment of all requirements and conditions:

- 1) .....
- 2) .....
- 3) .....
- 4) .....
- 5) .....
- 6) .....
- 7) .....
- 8) .....
- 9) .....
- 10) .....
- 11) .....

**Economic Operator's reservations:**

The following documents which constitutes the offer shall not be generally disclosed:

.....  
.....

**Price:**

Net value:..... PLN (EURO)

VAT: ..... PLN (EURO)

Gross : ..... PLN (EURO)

Say net PLN (EURO):

.....  
.....

12. Payment time limit: 30 days.

\_\_\_\_\_  
(name and surname)  
Signature of authorized representative of the Economic Operator

## **DECLARATION OF LACK OF GROUNDS FOR EXCLUSION FROM THE PROCEDURE**

### **The supply of Turn-key multipurpose Pilot Unit for the extraction with supercritical gases- 1000 bar/11**

We hereby declare that there is lack of grounds for exclusion from the procedure under Article 24 paragraph 1 of Public Procurement Law:

1. Our company did not cause damage by failing to perform the contract or by performing it improperly within 3 years prior the start of the procedure.
2. No winding up procedure has been initiated against us or bankruptcy has not been declared with the exception of bankruptcy with the possibility of making arrangement approved by the Court, if such an arrangement shall not provide for payment to the creditors by liquidation of assets.
3. Our company has not any arrears with payment of taxes, charges or social insurance or health insurance premiums, with the exception of cases of legal exemptions, deferring of payments or division into installments or in case the execution of a decision of a competent authority has been stopped in its entirety.
4. Persons specified in Article 24 paragraph 1 item 4-8 have not been validly sentenced for an offence connected with contract award procedure, offence against the rights of people performing paid work, for bribery, for an offence against economic turnover or for any other offence committed with the aim of gaining financial profits, as well as for treasury offence or an offence of participation in organized crime group or in a union aimed at committing an offence or treasury offence.
5. A court has not issued a decision prohibiting us from competing for contracts concerning the liability of collective entities for tort under liability to penalty

\_\_\_\_\_, \_\_\_\_\_ 2010 r.

*(signatures of person/persons authorized to represent the Economic Operator)*

**DECLARATION OF FULFILLMENT OF THE CONDITIONS FOR PARTICIPATION  
IN THE PROCEDURE**

**The supply of Turn-key multipurpose Pilot Unit for the extraction  
with supercritical gases- 1000 bar/11**

Economic Operator: .....

Address: .....

I hereby declare that I fulfill the conditions for participation in the procedure for a public Contract under Article 22 of Public Procurement Law concerning:

- a) authorizations to perform the activity covered by the object of the Contract, if such authorizations are required by law;
- b) having necessary knowledge and experience;
- c) having technical potential and personnel capable of performing the object of the Contract;
- d) economic and financial situation.

Upon request of the Awarding Entity we shall promptly provide proper documents confirming the truthfulness and correctness of the above.

\_\_\_\_\_, \_\_\_\_ 2010

*(signatures of person/persons authorized to represent the Economic Operator)*

## CONTRACT No INS/NO-28/2010

Concluded on ..... in Puławy between  
Instytut Nawozów Sztucznych in Puławy, 24-110 Puławy, Al. Tysiąclecia Państwa Polskiego 13A,  
represented by:

Cezary Możeński – Director of INS  
hereinafter referred to as the Awarding Entity,

and

.....

represented by

.....

hereinafter referred to as the Supplier.

The result of open tendering for: "The supply of **Turn-key multipurpose Pilot Unit for the extraction with supercritical gases- 1000 bar/1l**" shall be the base for concluding this Contract. Reference number: INS/NO-28/2010. The Specification of Essential Terms of Contract shall be integral part of this Contract.

### § 1

1. The object of this Contract is the supply of Turn-key multipurpose Pilot Unit for the extraction with supercritical gases- 1000 bar/1l of technical parameters specified in the Specification.
2. The Supplier hereby assures that the object of the Contract is compliant with the requirements specified in the Specification and parameters specified in the Offer.
3. The Supplier declares that the object supplied has CE certificate and that fulfils safety and hygiene requirements and fire regulations specified in separate provisions.
4. The date of delivery shall be deemed fulfilled if prior the time limit the Supplier delivers the complete object of the Contract to the specified place in accordance with the conditions specified in the offer subject to § 2 item 2.

### § 2

1. Delivery of complete unit shall take place on 28.02.2011.  
from 8:00 to 13:00 on working days from Monday to Friday.
2. The Supplier shall notify the delivery 7 days prior the time limit stating:
  - a) date of delivery to the Awarding Entity,
  - b) name of the carrier and data concerning means of transport,
  - c) gross and net mass of the commodity,
  - d) specification of the commodity,
  - e) information on technical documentation and certificates sent with commodity.and shall deliver the object to the registered office of the Awarding Entity with the use of his own transport and at his own risk. Delivery according to DDP Puławy (warehouse of the Awarding Entity) Incoterms 2000.
3. The Awarding Entity shall declare that he shall examine the delivery within 7 days of the receipt of delivery and within these 7 days he shall submit the complaint of damages, defects or loss connected with transport or incompleteness of the object of the Contract. However, the observation of damages,

defects, and loss after this time shall not release the Supplier from the liability for defects, damages and loss in relation to the provisions of § 6 (guarantee).

In case of any defects in the supplied object of the Contract, the Supplier shall repair or replace defective parts, and in case of incompleteness of the supply the Supplier shall supply missing parts within the time limit specified by the Economic Operator.

### § 3

1. The Economic Operator shall pay the following amount of money for the object specified in § 1:  
Net: .....PLN (EURO)  
VAT .....PLN (EURO)  
Gross: .....PLN (EURO)  
Say: ..... PLN (EURO)
2. The amount of money specified in paragraph 1 shall cover all cost connected with delivery of the supplied object to the registered office of the Awarding Entity.
3. The Awarding Entity envisages the possibility of paying downpayment in the amount of up to 50% with due VAT of the value of the object of the Contract if the Supplier expresses the request to receive downpayment. Downpayment shall be paid within 30 (thirty days) of the date of entering into Contract, after the Awarding Entity has received the following documents in original:
  - a) downpayment return bank guarantee
  - b) pro forma invoice

### §4

1. Downpayment specified in § 3 item 3 shall be calculated into the price of the object of the Contract resulting from the offer of the Supplier, and the price specified in §3 item 1 shall be paid to the bank account of the Supplier according to the following schedule:
  - 1.1. ....% of the price amounting to.....PLN/EURO\* net (say PLN/EURO .....)  
with due VAT shall be paid as downpayment within 30 (thirty) days of entering into Contract, and after the Awarding Entity has received the following documents:
    - a) VAT invoice (pro forma)
    - b) Downpayment return bank guarantee as per Annex 8 to this Contract
  - 1.2.....% of the price amounting to .....PLN/EURO\* net (say PLN/EURO .....)  
with due VAT shall be paid by irrevocable letter of credit, which shall be opened within 14 days of the date the Supplier has informed the Awarding Entity about the fact of performing the supply for a complete turn-key pilot unit for the extraction with supercritical gases – 1000 bar/1l. The irrevocable letter of credit hereinafter referred to as letter of credit for.....% of the price amounting to.....PLN/EURO(say:.....) shall be paid within 20 days after the Awarding Entity has been presented with the following documents:
    - 1) invoice – 1 original
    - 2) the protocol of receipt of the complete turn-key multipurpose pilot unit for the extraction with supercritical gases – 1000 bar/1l signed without any reservations by the Awarding Entity – 1 original
    - 3) CMR consignment note issued for Instytut Nawozów Sztucznych with confirmation of the receipt of the complete turn-key multipurpose pilot unit for the extraction with supercritical gases – 1000 bar/1l by the Awarding Entity – 1 original
    - 4) insurance policy or insurance certificate for 110% of the value CIP Puławy (Incoterms 2000) issued for Instytut Nawozów Sztucznych – 1 original.
2. Validity of letter of credit specified in 1.2 shall be 3 months of the date the letter of credit is opened.
  - 2.1 Bank opening the letter of credit BANK PEKAO S.A. (Lublin Regional Office) Lublin PL  
Swift – code PKOPPLPWLBL.
  - 2.2 Bank notifying the letter of credit : .....
3. The letter of credit shall be the subject to unified rules concerning letters of credit (International Chamber of Commerce publication UCP 600)
4. Any costs connected with the amendments of letter of credit conditions due to the fault of the Supplier shall be incurred by the Supplier. Any other costs and bank costs on the part of the Awarding Entity shall be incurred by the Awarding Entity, any costs and bank costs on the part of the Supplier shall be incurred by the Supplier.
5. The Awarding Entity shall pay due amount of money to the bank account of the Supplier:

.....  
.....  
6. The Awarding Entity informs that he has the bank account in:  
.....  
.....

7. The Supplier shall send with the supply of the complete turn-key multipurpose pilot unit for the extraction with supercritical gases – 1000 bar/1l the following documents to the Awarding Entity:
- 1) invoice – 1 original
  - 2) loading specification – 1 original
  - 3) insurance policy – 1 original
  - 4) CMR – 1 original
  - 5) insurance of origin – 1 original
8. The Supplier shall be responsible for the supply until the supply is unloaded at the warehouse of the Awarding Entity in Puławy.

#### § 5

1. The Awarding Entity shall make payment for the object specified in § 1 on the basis of VAT invoices within 30 days of invoice, to the bank Account of the Supplier specified in invoice, subject to § 3 item 3 and §4.
2. Invoices shall be accepted by the Awarding Entity if they are prepared in accordance with binding provisions and provisions of this Contract, otherwise invoices shall be returned to the Supplier, and any delays in payments, shall not be the subject to any claims to pay interests for delays.
3. The Supplier shall issue VAT invoice for payments according to § 2. Payment shall be made if the Awarding Entity accepts the completeness of the object of the Contract. Documentation and certificates in accordance with the Act of 30.08.2002. on the System of Conformity (Journal of Laws of 2004, No 204, item 2087) or if such certificate is not required by law, declaration of conformity with harmonized rules shall be supplied.
4. The Awarding Entity shall prepare the hand-over protocol of receipt of the object of the Contract.
5. The payment shall take place the day the bank account of the Awarding Entity is charged.
6. The Awarding Entity authorizes the Economic Operator to issue VAT invoices without the signature of the person authorized to receive it.

#### § 6

1. The Supplier guarantees that the unit is brand new and free of any faults and defects .
2. Should precise measuring and calibration be necessary, the Supplier shall provide proper certificates compliant with quality norms, authorizing him to this actions.
3. The Supplier shall give 1 year guarantee for this unit. The Guarantee period starts with the day of delivery. The Supplier shall issue guarantee card for each equipment in accordance with this Specification.
4. Should the unit or any part of this unit happen to be faulty within guarantee period, the Supplier undertakes to repair faulty equipment. Should reparation prove to be impossible the Supplier undertakes to replace the unit with a new one, subject to 5b. The costs of delivery of repaired parts shall be borne by the Supplier and at his risk.
5. Maintenance service conditions:
  - a. Within guarantee period the Supplier is given maximum 7 days to react to the notice of the faults;
  - b. Number of maintenance services – 3 which would cause the necessity of its replacement for a new unit;
  - c. Replaced or repaired parts shall be covered by guarantee of the Supplier.In case of defaults the Awarding Entity shall issue complaint. The Economic Operator is given 14 days for reaction to this complaint. However, after 14 days complaint shall be deemed justified in its entirety.
  10. Should maintenance last longer than 21 days the guarantee period should be prolonged by the maintenance period (calculated from the day of notice to the removal of the fault).

#### § 7

1. The Supplier shall pay contractual penalties amounting to :
  - a) For withdrawal from the Contract due to the fault of the Supplier – 10% of gross value of the Contract,
  - b) For delay of delivery – 0,2% of gross value for each day of delay,

- c) for delay of removal of faults - 0,05 % of the price specified in § 2 for each day of delay, however not exceeding the amount of 10 % of gross value of the Contract.
2. The Awarding Entity shall pay the following contractual penalties:
    - for withdrawal from the Contract due to the fault of the Awarding Entity with the exception of conditions specified Article 145 of Public Procurement Law – 10% of gross value of the Contract.
  3. The Parties are entitled to supplementary indemnification corresponding to the value of damage.
  4. The penalties shall be deducted from the invoices.
  5. None of the Parties shall be liable for the failure to perform or indiligent performance of the Contract in case of Force Majeure. Force Majeure shall be extraordinary events such as disasters, flooding, riots, lockouts which hinder the performance of the Contract.

#### § 7

The Supplier is not allowed to entrust the subcontractors with the performance of the Contract without consent of the Awarding Entity .

#### § 8

1. This Contract shall be governed by the law of the Republic of Poland. The text in the Polish language shall prevail over English text in case of disputes arising out of interpretation of this Contract.
2. The provisions of the Civil Code of Poland shall be applicable for the issues not governed by this Contract.
3. Any changes and corrections made to this Contract shall be stipulated in the separate Annex and signed by both parties or otherwise shall be invalid .

#### § 9

1. Any disputes arising out of this Contract shall be solved in an amicable manner.
2. In case of lack of consensus the disputes shall be solved by the competent court of the Awarding Entity and the place of jurisdiction shall be in Poland.

#### § 10

The Contract was prepared in two identical Copies, one for each Party.

*SUPPLIER*

*AWARDING ENTITY*

## Technical specification of the object of the contract.

### Turn-key multipurpose Pilot Unit for the extraction with supercritical gases, type solid/supercritical fluid and liquid/supercritical fluid, 1000 bar, 1l

#### Multipurpose Supercritical Extraction Unit Process

Turn-key multipurpose Pilot Unit for the extraction with supercritical gases, especially CO<sub>2</sub>, is built for the following operating conditions:

Solvent:	Carbon Dioxide or any other non inflammable gas which may be liquefied under similar conditions.
Extraction Pressure:	max. 1000 bar
Extraction Temperature:	max. 200 °C
Separation Pressure:	- 1-st stage - Complete Intermediate Separation System for max. 500 bar, - 2-nd stage – max. 100 bar.
Separation Temperature:	max. 60 °C

The Pilot Unit will have a 2 meter column with structured packing for the continuous extraction of liquid raw materials (1 l/h) combined with the batch extraction of solid raw materials in the 1 litre extractor.

#### Scope of Supply

##### 1. Extraction vessel

Capacity:	1 liter
Insert basket:	600 ml, additionally one basket with filter
Operating pressure max.:	1000 bar
Operating temperature max.:	200 °C

Requirements:

Quick opening closure  
Temperature measurement inside the vessel  
Pressure drop measurement over the extracted bed (difference meter or two pressure transducers)  
Heating with PID temperature control  
Insulation

##### 2. Column

Capacity:	2 liter
Max. operating pressure:	1000 bar
Max. operating temperature:	200 °C

Requirements:

Quick opening closures  
Level control of bottom product  
Heating with PID temperature control and insulation  
Window and pressure connection

### **3. Complete high pressure Intermediate Separation System**

Max. separation pressure 500 bar  
Max. separation temperature 200 °C max.  
fluid cyclone 60 ml  
and collecting basket 95 ml,  
incl. continuous  
electro-pneumatic pressure control

### **4. Separator**

Capacity: 1.2 liter  
Operating pressure max.: 100 bar  
Operating temperature max.: 60 °C

Threaded quick opening closure  
Temperature measurement inside the vessel  
Heating jacket and insulation  
2 optical windows  
Automatic level control

### **5. Storage tank with condenser, sub-cooler and refrigeration unit**

Capacity: 10 liter  
Operating pressure max.: 100 bar  
Operating temperature: -10 to +20 °C

### **6. CO<sub>2</sub> - Diaphragm metering pump**

Capacity max.: 10 liter/hr  
with hand adjustment  
Operating pressure max.: 1000 bar  
Electric motor: 3 x 400 V / 50 Hz

### **7. Heat exchanger**

Double wall tube  
Operating pressure max.: 1000 bar  
Operating temperature max.: 200 °C

### **8. Liquid product diaphragm metering pump**

Capacity max.: 1 liter/hr  
with hand adjustment  
Max. operating pressure: 1000 bar  
Electric motor: 3 x 400 V / 50 Hz

### **9. Heat exchanger**

Double wall tube  
Operating pressure max.: 1000 bar  
Operating temperature max.: 200 °C

### **10. Pressure control**

Extraction pressure control by pressure transducer, PID-pressure controller with digital display and triggered control valve system.

### **11. Temperature control**

All temperatures, in the column, the extractor, the CO<sub>2</sub> heat exchanger, the separator, and the product heat exchanger should be indicated by digital displays on the front panel and should be stored by a computer based system.

### **12. Piping (High pressure and low pressure)**

The unit should be completely piped up.

### 13. Wiring

The unit should be completely wired and it can be connected to a power source by an electric cable which is included in the delivery.

### 14. Control and measurement equipment

#### a) Mass-Flowmeter CO<sub>2</sub>

mounted on the suction side of the pump with digital display of:

- actual mass-flow
- total circulated mass
- temperature
- fluid density

#### b) Mass-Flowmeter for liquid raw material

mounted on the suction side of the pump with digital display of:

- actual mass-flow
- total circulated mass
- temperature
- fluid density

#### c) Mass-Flowmeter for entrainer

mounted on the suction side of the pump with digital display of:

- actual mass-flow
- total circulated mass
- temperature
- fluid density

#### d) Data Acquisition System for Personal Computer

for the collection of all relevant process parameters

#### e) Complete Entrainer Supply System

capacity	1 l/h,
max. pressure	700 bar,
storage tank	2.5 litre

#### f) Continuous Recovery of Extract

by a time controlled discharge valve

#### g) Color camera system with endoscope

consisting of colour camera, endoscope, cold light source, light guide (length 1 m) and 15" color monitor

### 15. Safety

5 burst disc assemblies

Thermo contactors

Pressure limiter in pressure controller

Temperature limiters in temperature controllers

### 16. Testing

The unit is tested under operating conditions (CO<sub>2</sub>). Testing shall confirm the compliance with the requirements specified in the Specification. The protocol of receipt shall be signed by the Parties in order to confirm the receipt of the object of the Contract.

### 17. Connections

The Unit is ready to be connected:

- Electric power
- CO<sub>2</sub> feeding
- CO<sub>2</sub> removal after extraction- ventilation
- Measurement air

## **18. Documentation**

Complete manual in Polish or English  
Commissioning and test procedure  
Maintenance and fault finding  
Guarantee to the equipment and apparatuses  
Spare parts lists.

## The list of supplies performed

The performance of **2 supplies of equipment or units of the pressure not lower than 200 bar and the value not lower than 500 000 PLN (gross value) each**, supplies shall be performed within 3 years prior the final date of submission of offers or requests to participate in the procedure, if the period of business activity is shorter within this period, specifying values, object of supply, execution dates and recipients and documents confirming diligent performance of the supply.

We hereby declare the diligent performance of the following supplies:

<b>No</b>	<b>The object of the supply/contract</b>	<b>Value</b>	<b>Date and place of execution</b>	<b>Recipients</b>
1				
2				
3				
4				
5				

### NOTE!

The Awarding Entity shall consider only supplies confirmed by documents attached (references).  
At least 2 supplies shall be presented.

*(signature of person/persons authorized to represent the Economic Operator)*

### THE LIST OF PERSONS PARTICIPATING IN THE PERFORMANCE OF THE CONTRACT

We hereby declare that the following persons shall participate in the performance of the Contract and we hereby provide information on their education, professional qualification necessary for the Contract performance and the scope of their activity and grounds for their disposal.

<b>No</b>	<b>Name and surname</b>	<b>Education</b>	<b>profession</b>	<b>The scope of the activity</b>	<b>Grounds for disposal of those persons</b>
1					
2					
3					
4					
5					
6					
7					
8					
9					

*(signature of person/persons authorized to represent the Economic Operator)*

.....  
(Bank identification)

..... [date]  
To: [name and address of Beneficiary]  
.....  
.....  
.....

**DOWNPAYMENT RETURN BANK GUARANTEE NO .....**

We have been informed by our customer Messrs ..... (hereinafter called the Seller) that on ..... they concluded with you the Contract No ..... (hereinafter called the Contract) for the supply of ..... for the total amount of .....

According to the Contract, you are required to make a down payment to the Seller in the amount of .....

As security for the possible claim for the refund of the down payment, in the event that the contractual obligations are not fulfilled, an indemnity by the bank shall be furnished.

Hence, we, Bank ..... hereby irrevocably and unconditionally undertake to pay on your first written demand within 7 days, irrespective of the validity and the effects of the above mentioned Contract and waiving all rights of objection and defence arising there from, any amount up to ..... (say: ..... only), upon receipt of your duly signed request for payment with declaration stating that Messrs ..... have failed to fulfil their obligations according to the Contract No ..... dated and did not repay the down payment in due time.

For the purpose of identification, your written request for payment with declaration must be presented to us through Your Bank..... which has to confirm that the signatures appearing on the request for the payment are legally binding upon you.

Your claim is also acceptable in transmitted to us in full by duly encoded telex or authenticated swift through the above mentioned bank confirming that your original claim has been sent to us within validity of the guarantee by registered mail and that the signatures thereon are legally binding upon you. Your claim will be considered as having been made once we are in possession of your written request for payment or the telex or swift to this effect at your above address.

The guarantee comes into force after receipt by the Seller of the amount of ..... on his account no ..... held with .....

Our guarantee is valid until ..... and any claims have to be received by us on or before this date after which our guarantee shall expire fully and automatically in the following situations:

- 1) if the request for payment with the declaration is not presented to us within the above period,
- 2) if you release us from all obligations provided for in the guarantee, within the validity period, through the above mentioned bank,
- 3) when the original of the letter of guarantee is returned to us within its validity.

The liability resulting from this guarantee shall expire upon the expiry date even if the guarantee is not returned to our Bank.

The rights resulting out of this Guarantee may be transferred with liability secured by this Guarantee under the condition of our prior written consent.

The ICC Uniform Rules for Demand Guarantees (ICC Publication No. 458) shall be applicable to this guarantee.

This guarantee is governed by Polish law, the place of jurisdiction shall be..... (competent Court for Beneficiary).

.....  
(signature and stamp of the Bank)