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**Invitation to bid**

**Terms Of Reference (TOR)**

**Orderer: PCC P4 Sp. z o.o., ul. Sienkiewicza 4, 56-120 Brzeg Dolny**

**Contract title:**

**“Purchase of ejectors for purposes of construction of Innovative Ultra-Pure Monochloroacetic Acid Production Plant”**  
for the construction of  
**„Innovative ultra-pure monochloroacetic acid production plant (UP MCAA)”**  
realized by PCC P4 Sp. z o.o. in Brzeg Dolny

The project is realized within the framework of the Innovative Economy Operational Program, 2007-2013, Priority 4 “Investments in innovative ventures”, Measure 4.5 “Support of investments with a high significance to the economy”, submeasure 4.5.1 “Support of investments in the production sector”

**I. Object of the order**

1. The object of the order is:
  - a) the design, manufacture, delivery of ejectors with all necessary accessories, hereinafter referred to as devices:
    - 1) Liquid vacuum jet pump J-1413
    - 2) Steam jet heater J-1808
    - 3) Waste water jet mixer J-1905A
    - 4) Waste water jet mixer J-1905B
    - 5) Waste water jet mixer J-1905C
    - 6) Waste water jet mixer J-1905D
    - 7) Steam jet heater J-3404
    - 8) Steam jet heater J-3414
    - 9) Venturi Scrubber J-1804
  - b) on the Contracting Party`s request - supervision over the installation of devices and supervision over the start-up and test operation.



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Due to the designing phase of Innovative Ultra-Pure Monochloroacetic Acid Production Plant (U-P MCAA) the Contracting Authority reserves the right to change the scope of the order, quantities and items or technical features of certain part of devices.

2. A detailed description of the object of the order is presented in "Technical Specification" constituting Attachment no. 2 to the current Terms of Reference.
3. **Technical Specification will be sent after receiving a non-disclosure commitment (a commitment to keep secret all the confidential information) signed by authorized persons,. The commitment is attached as Attachment no. 5 to the Terms of Reference.**

**II. Requirements for Contractors:**

1. A bid may be submitted by an entity that:
  - has all authorizations required by law, necessary to carry out the works and activities covered by the contract
  - has necessary knowledge and experience, technical potential and personnel capable of performing the given contract, i.e. during the last 3 years before the date of initiation of this contract award procedure (independently of the period of conduct of economic activity) the Bidder realized at least 3 deliveries with a total net value of no less than 8 000 euro. The Contracting Authority understands each delivery to be: ejectors for chemical or petrochemical industry. The Contracting Party reserves the right to verify the abovementioned references on each stage of the contract award procedure.

**NOTE:** for the above values expressed by the Contractor in a currency other than EUR, the Contracting Party shall accept a conversion rate according to the average exchange rate of the National Bank of Poland as of the day of initiation of these proceedings.

**NOTE:** The Contracting Party reserves the right to verify, observing the wording of non-disclosure commitment, the list of deliveries presented by the Contractors that are understood as audits of the installation, telephone conversations with users, etc.

- has economic and financial situation enabling it to perform the contract,
  - made statements required by the Contracting Party and fulfilled requirements stated in the following procedure.
2. If a bid is submitted jointly by several Contractors (consortium), it is necessary to appoint one of the entities/a person as authorized to make statements of will on behalf of each member of the consortium.
  3. The Contractor who will not fulfill the requirements mentioned above is excluded from the tender procedure and his offer is treated as rejected.



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4. Before submission of documents required by Invitation to admission to the contract award procedure or the bid, there is a possibility for conducting a local survey on the premises of PCC P4 Sp. z o.o. Bidders that wish to conduct a local survey should contact **Bartosz Bańkowski**, mobile +48 667 650 338, e-mail: bartosz.bankowski@pcc.eu at least two days in advance. **The local survey is optional.**

**III. Conditions concerning the realization of the order**

1. The Contractor is responsible for making the object of the order according to the TOR along with all attachments.
2. The Contractor is obliged to deliver the object of the order to the investment site on: Henryka Sienkiewicza 4 street in Brzeg Dolny, Poland and is fully responsible for a proper preparation of the object of the order for transport and the transport to PCC P4 Sp. z o. o. (according to the Incoterms 2010 DDP/DAP Brzeg Dolny, Poland whichever condition concerns the Contractor).
3. The Contractor shall grant the Contracting Authority a minimum 24-month warranty (starting from the signing of the final acceptance protocol) or 36 months from the delivery, depending on which deadline expires sooner.
4. Required deadline for realization of the object of the bid: no longer than 5 months from the contract signing date.

The Contracting Party reserves the right to set a detailed schedule of contract execution.

**IV. How to prepare the bid**

1. The bid with all attachments must be prepared in English or Polish.
2. The Contractor prepares and submits a bid consistent with requirements specified in the Terms of Reference and its attachments.
3. The bid is to be prepared on the form constituting attachment no. 1 to the Term of Reference or on the Contractor's letterhead under the condition of inclusion of all information contained in the Bid form, constituting Attachment no. 1 to the TOR.
4. The period of a bid's validity is equal to 60 days and will start running upon expiry of the deadline for submission of bids.



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5. **The Contracting Authority does not allow the submission of partial bids.**
6. **The bid should be submitted by 22<sup>th</sup> April 2014, 11:00 AM** on e-mail address: **bartosz.bankowski@pcc.eu and magdalena.roza@pcc.eu.**
7. The Contracting Authority will not be responsible for and will not bear any costs resulting from expenses or losses incurred by the Contractor in connection with visits and visual inspections of the place of provision of services, or any other aspects related to preparation of the bid.
8. Bids submitted shall be considered by the Contracting Authority as binding bids. Bids submitted must contain all necessary information required by the TOR and its attachments.
9. Along with a bid Contractors shall submit initialed contract form.
10. Upon receipt of binding bids, the Contracting Authority shall verify and analyze them in order to explain all issues of the bid which are not clear. During such clarifications the Contractors must not change their offered price.
11. The Contracting Party reserves the right to conduct another round of submitting bids.
12. The Contracting Party reserves the right to negotiate the content of the contract only with the Contractor whose bid is considered the most profitable from the economical point of view.
13. The following should be attached to the bid:
  - **Attachment 1 to the bid:** detailed description of the object of the order, with the information on the production technology
  - **Attachment 2 to the bid constituting attachment no. 3 to the TOR:** initialed contract form
  - **Attachment 3 to the bid:** technical data sheets of the object of the order
  - **Attachment 4 to the bid constituting attachment no. 4 to the TOR:** costs of supervision of the installation of the devices

**V. Method of price calculation**

1. The price of the bid is to be given on the “Bid” form (Attachment no. 1 to the TOR) or on the Contractor’s letterhead under the condition of inclusion of all information contained in the Bid form, constituting Attachment no. 1 to the TOR.



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2. The bid price is a lump-sum price and covers all costs of performance of the object of the order, with the exception of costs of supervision over the installation of devices and supervision over the start-up and test operation.
3. The bid price must be expressed in EUR or PLN, rounded to two decimal places. Bids expressed in EUR shall be converted into PLN at an average exchange rate of NBP on 14 April 2014, i.e. 4,1855.
4. On a further stage, the price might be the subject to negotiations in a form of individual negotiations carried out with all the Contractors, whose bids will not be rejected.

**VI. Criteria and bid assessment procedure**

a) Assessment criteria invariant throughout the bidding procedure are as follows:

- Price: 100 %

„Price” criterion does not include the price for supervision over the installation of devices and supervision over the start-up and test operation.

b) Bids will be assessed as follows:

- For the **Price**\* criterion the number of points will be calculated according to the formula:

Most advantageous bid  
----- \* 100 \* percentage for the criterion  
Considered bid

*\* Price - value will be calculated after the auction or individual negotiations which will be conducted by the Contracting Authority with the Contractors fulfilling all conditions specified in the TOR.*

- c) The bid awarded the highest number of points according to the key specified in the point above will be deemed the most advantageous bid. Information on the selection of the most advantageous offer will be given to the Contractors by the Contracting Authority, who will give this information on the [www.mcaase.eu](http://www.mcaase.eu) website.

**VII. Conclusion of contract after selection of bid**

1. The Contracting Authority will sign a contract for the object of the order specified in this document with the Contractor whose bid was selected as the most advantageous. The contract will be concluded in writing. If the Contractor whose bid has been chosen will



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withdraw from concluding the contract regarding the order within a period of two (2) weeks upon being notified of their victory, the Contracting Authority may select the most advantageous bid from the remaining bids without conducting another examination and assessment. If, within two (2) weeks from the date of notification of winning the Contracting Authority does not agree with the Contractor, whose bid has been selected, the final version of the contract, the Contracting Authority may choose the best from among the remaining bids without conducting another examination and assessment.

2. Before signing the contract the Contracting Authority might require the Contractor to submit the following certificates :

- a) current certificate of appropriate Head of Treasury Office which certifies that the Contractor has no arrears in paying taxes, or certificate that it has obtained an exemption, adjournment or division into instalments of these arrears, envisaged by law, or stay of execution of the entire decision of appropriate body – issued no earlier than 14 days prior to the date of contract conclusion. If Contractors submit a joint bid in the contract award procedure, each of them shall submit this document separately;
- b) current certificate of appropriate branch of the Social Insurance Institution or Agricultural Social Insurance Fund which certifies that the Contractor has no arrears in paying contributions to health insurance and social insurance, or certificate that it has obtained an exemption, adjournment or division into instalments of these arrears, envisaged by law, or stay of execution of the entire decision of appropriate body – issued no earlier than 14 days prior to the date of contract conclusion. If Contractors submit a joint bid in the contract award procedure, each of them shall submit this document separately;

If the Contractor's registered office or place of residence is outside the Republic of Poland, the Contractor shall submit, instead of documents referred to in section 2 a) and b), a document or documents issued in the country where the Contractor has the registered office or place of residence that shall confirm, respectively, that it is in no arrears with paying taxes, dues and contributions to social insurance and health insurance, or that the operator has obtained an exemption, adjournment or division into instalments of arrears, envisaged by law, or stay of execution of the entire decision of appropriate body.

If the Contractor avoids to submit the above mentioned certificates within the prescribed period, the Contracting Authority may choose the best offer from among the remaining bids without conducting their re-examination and assessment.

If the content of the submitted certificates shows that the Contractor is in arrears with payment of any of these dues, the Contracting Authority has the right to choose the best offer from among the remaining bids without conducting their re-examination and assessment.

## **VIII. Final provisions**

1. **Bids that do not fulfill the following formal requirements specified by the stipulations of the TOR will be rejected.**
2. During assessment of submitted bids, the Contracting Authority may require the Contractors to provide explanations concerning the content of bids submitted by them. Failure to provide clarification by the deadline indicated by the Contracting Authority and in the required form might be grounds for rejection of the bid.



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3. During the assessment of bids, the Contracting Authority accepts supplementation of missing attachments to the TOR. In the case of a lack of the required attachments or failure to supplement them by the indicated deadline or erroneous supplementation, the Contracting Party may reject the offer.
4. The Contracting Party shall correct computational errors in price calculation, immediately notifying this fact to the Bidder whose bid has been corrected, in the following way:
  - a) in the case of multiplying the unit prices and the number of measurement units:
    - if the calculated price does not correspond to the product of the unit price and the number of measurement units, it shall be deemed that the number of measurement units and the unit price have been given correctly,
    - if the unit price expressed in words differs from the one expressed in figures, it shall be deemed that the number of measurement units was given correctly and that such notation of the unit price is correct that corresponds to price calculated;
  - b) in the case of aggregation of prices for individual lots:
    - if the calculated price does not correspond to the sum of the prices for individual lots, prices for lots are deemed correct,
    - if the price for individual lots expressed in words differs from the one expressed in figures, it shall be deemed that such notation is correct that corresponds to price calculated;
    - if neither the price for lots expressed in figures nor the one expressed in words corresponds to the calculated price, the prices for lots expressed in words are deemed correct;
  - c) in the case of a quote with price for the whole object of the contract or part thereof (lump sum):
    - the lump sum price shall be deemed correct regardless of the manner of its calculation
    - if the lump sum price expressed in figures does not correspond to the lump sum price expressed in words, the latter shall be deemed correct,
    - if the calculated price does not correspond to total lump sum prices, individual lump sum prices are deemed correct.
5. When correcting computational errors in accordance with section 5 above, the Contracting Party shall take into account the consequences of corrections made.
6. The Contracting Party shall correct the following in the bid:
  - a) obvious misprints,
  - b) other errors involving bid non-compliance with TOR, which do not cause any significant changes in bid content - immediately notifying the Bidder whose offer has been corrected.
7. The Bidder who has been informed of the correction shall have the right to express his or her consent, informing the Contracting Party thereof by means of the questions and answers module within 1 working day from receipt of the notice.
8. The Contracting Party reserves the right to cancel the procedure without giving any reasons and to close the procedure without selecting a bid.



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9. The procurement proceedings are not subject to the regulations of the Public procurement law act of 29 January 2004 (JoL 2010, No. 113, item 759 as amended).
10. The Contracting Party does not foresee returning the costs of participation in the proceedings.
11. The Contracting Party accepts the submission of offers with consideration of subcontractors/subsuppliers.
12. The Contracting Party informs that, by using trade names in the description of the order, when specifying the object of the order, he also accepts all equivalents on the market that are not worse than those indicated. The parameters of the standard indicated by the Contracting Party present technical, operating, utility, and functional conditions as well as other properties that are significant to the object of the order. However, an indicated brand of trade name specified a class of product, not a specific manufacturer. The Contracting Party accepts the submission of bids that are equivalent to those described and given in the required parameters in the TOR, under the condition that they will not have worse technical parameters.
13. In the case of proposal in a bid of equivalent devices/solutions relative to those described in the TOR, folders, technical data, and technical approvals for these devices are to be attached to the bid.
14. **The Contracting Party reserves the right to modify the wording of these terms of reference before the deadline indicated as the date of submission of the bid. In the case of introduction of changes that have an effect on the content of the submitted bid, the Contracting Party will change the deadline for submission of bids by a time enabling the implementation of changes in bids made by Contractors.**
15. **The Contracting Party reserves the right to reject submitted offer if the Contractor does not fulfill subjective requirements.**

**IX. List of appendices to the Terms of Reference:**

- Attachment no. 1 - "Bid" form
- Attachment no. 2 – Detailed technical specifications
- Attachment no. 3 – Contract form
- Attachment no. 4 – Costs of supervision
- Attachment no. 5 – Non-disclosure commitment