

INDUSTRIAL RESEARCH INSTITUTE FOR AUTOMATION AND MEASUREMENTS

02-486 Warsaw, Al. Jerozolimskie 202

Procurement number: **PIAP/KZP/15/2009**

Warsaw, 30.07. 2009.

DESCRIPTION OF THE RELEVANT PROCUREMENT CONDITIONS

Subject of the procurement: Delivery of the navigation system UGV for the Unmanned Terrestrial Vehicle for TALOS demonstrator.

Procurer: Industrial Research Institute for Automation and Measurements

Address: 02-486 Warsaw Al. Jerozolimskie 202

Telephone: (022) 874 01 65

Fax: (022) 874 02 21

website: www.piap.pl

Business Registration Number: 000035257

Tax identification number: 525-000-88-15

Tender procedure: open tender according to art. 39 of the Act from 29.01.2004. Public Procurement Law.

Legal with later amendments basis of the description of relevant procurement conditions:

1) Act from 29.01. 2004 Public Procurement Law (Journal of Laws from 2006 no. 164, pos.1163, no. 170, pos.1217 and no. 227, pos.1658 and from 2007 no. 64, pos.427 and no. 82, pos.560) – text unified by the Public Procurement Office

2) The Prime Minister's Regulation from 19.12.2007 regarding the average rate of Polish zloty versus Euro being the basis for calculation of public procurements (Journal of Laws no. 241, pos. 1763)

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3) The Prime Minister's regulation regarding the documentation that can be requested by the Procurer from the contractor and forms in which those documents can be submitted (Journal of Laws from 19.05.2006 no. 87, pos.605) - confirming the fulfillment of requirements for the participation in the public procurement procedure.

Always when the following description of the relevant procurement conditions mentions:

1. Written form – it must be understood as information contained in a document, especially being a request, declaration of knowledge or will with a personal signature of the authorized person. Fax or electronic correspondence, including e-mail, are not considered written form.
2. Procedure – it must be understood the procedure of public procurement.
3. Description – it must be understood as his Description of Relevant Procurement Conditions.
4. Authorized – it must be understood as the following representatives of the contractor:
 - a) Trader being a natural legal person managing a business activity
 - b) A partner in a civil partnership or a registered partnership authorized to submit declarations of will in the name of the partnership,
 - c) A partner or a member of the board in an unlimited liability partnership authorized to submit declarations of will in the name of the partnership,
 - d) Active partner of a limited partnership or a partnership limited by shares authorized to submit declarations of will in the name of the partnership,
 - e) A member of the board of a legal entity authorized to submit declarations of will in the name of the legal entity,
 - f) An assignee, including a proxy, of the entities mentioned above.

CHAPTER I Detailed description of the object of the procurement

The object of the procurement is following:

1. Delivery of UGV navigation system (hereinafter referred to as „system“) delivering information about the location and height of the vehicle to UGV computers which consists of INS, DGPS and antenna– 2 sets.
System is designed to be mounted on a 4-wheel track vehicle type TALOS with the maximum speed of up to 30 km/h

2. The basis for the procurement realization is technical description of the system –according to attachments 2 and 2.1

3. The object of the procurement has been classified according to the Common Procurement Vocabulary – **38-11-21-00-4**

4. Delivery to: **Israel - Israel Aerospace Industries Ltd., Ben Gurion International Airport 70100 LOD Israel**

CHAPTER II. Partial offers, tender offers, language of the offers

The Procurer does not allow tender offers.

The Procurer does not allow partial offers.

The Procurer allows offers in English.

CHAPTER III Date of realization of the procurement

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Delivery to the place of receipt mentioned in Chapter I pt 4 will take place within 6 months from the date of signing of the agreement.

CHAPTER IV. Conditions of participation in the procedure

1. All contractors fulfilling below mentioned requirements are allowed to participate in the tender:
 - a) Are authorized to act in legal actions as understood by relevant legal regulations.
 - b) Possess the necessary authority to realize his procurement,
 - c) have the necessary knowledge and experience, technical potential and are in possession of people able to fulfill the procurement,
 - d) their economic and financial state allows the realization of the procurement,
 - e) are not excluded from the public procurement procedure,

CHAPTER V. I. Documents that must be submitted by the contractors in order to confirm the fulfillment of the requirements of the procedure. The lack of any of the documents or submission of document that has expired or does not answer the requirements of the Procurer defined in the description will result in the contractor being excluded from the procedure according to art. 24 sec. 1 pt. 10 of the Act with the provisions of art. 26 sec. 3 of the Act.

1. Current abbreviation from the register default to the legal form of the contractor or current abbreviation from the business registry confirming the contractor's admission to trade issued or updated by the relevant office not earlier than 6 months before the day of the opening of offers.
 - 1.1. If the contractor's seat or residence is outside the territory of the Republic of Poland, instead of the documentation mentioned in point 1 – the contractor submits the document or documents issued in the country of his seat or residence confirming that it is not subject to liquidation or it has not declared bankruptcy.
 - 1.2. The document mentioned in point 1.1. must be issued not more than 6 months before the lapse of the offer submission period.

If in the country of origin of the person or in the country of the contractor's seat or residence the document mentioned in point 1.1 is not issued then it is replaced with a document containing a declaration made before a notary, respective court or administration office or self-government or economic body of the country in which the contractor has his seat or residence. The condition of point 1.2 is applied accordingly.
2. The appliance being the object of his procurement will be classified according to the Regulation of the Council (EC) No. 1167/2008 from 24.10. 2008 (changing and updating the regulation (EC) no. 1334/2000 establishing EU licensing regime applying to dual use goods and dual use technology and the regulation of the Minister of Economy from 13.11.2008 regarding the weapons register (Journal of Laws no 214 pos. 1350).

The Procurer expects the Contractor to present with the offer a declaration in which he undertakes to cooperate with the Procurer in order to determine the abovementioned classification; and, if required as a result of the abovementioned classification, - the Contractor

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will present the necessary licenses and permits for the dual use goods or weapons trade and the contractor's declaration that he is not listed on the list of entities under the prohibition of export of the dual use goods and technologies (related to the Internal Control System) published by the Department of Export Control of the Ministry of Economy.

CHAPTER VI. Other required documents to be submitted by the contractors. The lack of any of the documents or submission of a document not consistent with the demands of the Procurer defined in the description will result in rejection of the offer (under art. 89 sec. 1 pt. 2 of the Act).

1. Correctly filled offer form **(Attachment 1 to the description).**
2. Accepted contract draft **(Attachment 4 to the description).**
3. Confirmation of deposit payment.
4. Declaration according to par. 22 pt. 1 of the Act in the form of filled **Attachment 3** to the description.

In case the Contractor is represented by a proxy – a document confirming the proxy containing a confirmation of the proxy's legal powers to act in the procedure.

The documents listed in this chapter must be submitted in original or in form of an abbreviation or an excerpt. It is allowed to submit the abovementioned documents in the form of certified copies by a authorized person's stamp and signature and note "certified true copy".

The Procurer will call the contractors who have failed to submit the declarations and documents confirming fulfillment of the requirements for participation in the procedure or those who have submitted those with mistakes to correct them within a given period, unless the correction would require annulment of the procedure.

CHAPTER VII. Means of communication between the Procurer and the contractors and the explanations and modifications of the description

1. All correspondence, especially declarations and requests regarding the procedure, submitted during the duration of the procedure must be submitted by the Procurer and the contractor in written form.
In all correspondence directed to the Procurer the following signature must be used: PIAP/KZP/15/2009.
2. In case the correspondence is submitted in other form than in writing, the matter of the correspondence is considered delivered on schedule under the provision that it has been submitted to the addressee before the defined period, a the fact of it receipt has been immediately confirmed by the sender in writing. If the Procurer or the contractors submit declaration or requests via a fax or e-mail, the receiving party will immediately confirm its receipt at the request of the sender.
3. The written correspondence regarding the procedure must be sent by the contractors to: **Industrial Research Institute for Automation and Measurements 02-486 Warsaw Al. Jerozolimskie 202, Public Procurements Commission, building 6 room 13.** The correspondence in the form of a fax must be sent by the contractors with the provisions of pt. 2 to the following fax number: **022 874 02 20** Monday to Friday between 9.00 and 14.00.

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Correspondence in the form of an e-mail must be sent by the contractors with the provisions of pt. 2 to: jowskiak@piap.pl, kzp@piap.pl

4. The contractors may request in writing an explanation of the matter of the description. The Procurer will explain the matter of the description, unless the request for an explanation was submitted less than 6 days before the final day of offer submission.

Attention! Explanation of the matter of the description means an explanation of those entries that are incomprehensible to the Contractor. The request for entering, alteration, deletion of given parts of the description or the attachments to the description and a request for allowing a subject of the procurement with other parameters than those defined by the Procurer in the description **is not a request for an explanation of the matter of the description** and the Procurer will not answer such requests.

5. The Procurer will present the explanation to all the contractors who have been given the description without disclosing the source of the enquiry.
6. In justified situations the Procurer is allowed to modify the description at any time before the period for offer submission. The Procurer will present such modification to all the contractors who have received the description.
7. In case the modification results in the need for changes in the offers, the Procurer will extend the offer submission period by the time necessary for such changes.
8. All correspondence from the contractors needs for its legal force documentation of the signed person's authorization as understood in the description. This does not apply to situations in which the Procurer already is in possession of relevant documentation presented during the tender's procedure.
9. The following persons are authorized by the Procurer to represent him before the contractors:
 - for formal information (procedure) Joanna Gorzelniak – Owskiak tel 0048 22 874 0233, fax 0048 22 8740 220
 - for substance information Mariusz Andrzejczak tel. 0048 22 874 01 99 fax 0048 22 874 01 06

CHAPTER VIII. Deposit.

1. While submitting the offer, the contractor is obliged to submit a deposit. The amount of the deposit for the total scope of the procurement is **6 000 PLN.** (in words: six thousands PLN 00/100).
2. The deposit can be submitted in the following forms:
 - a) In money or
 - b) Bank bonds or
 - c) Bank guarantees or
 - d) Insurance guarantees or
 - e) Bonds issued by entities described in art. 6 sec. 5 pt 2 of the Act from 9.11.2000. about the establishment of The Polish Agency for Enterprise Development (Journal of Laws no. 109, pos.1158 and from 2002 no. 25, pos. 253, no. 66, pos. 596 and no. 216, pos.1824).
3. The deposit submitted in money must be transferred to the Procurer's bank account:

Industrial Research Institute for Automation and Measurements 02-486 Warsaw Al. Jerozolimskie 202 in: BPH SA Bank, bank account no.: 97 1060 0076 0000 3210 0015 1506

with the notification „*Deposit for the open tender: PIAP/KZP/15/2009*”

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If the deposit has been submitted in the form of a bank transfer, the contractor is obliged to submit with the offer **a confirmation of the bank transfer**. The contractor ought to make the transfer adequately early so that a confirmation of the transfer can be obtained. The date of the deposit's submission is the date of the booking of the money on the Procurer's bank account.

4. In case the deposit is submitted in forms defined in pt. 2 pts. b, c, d, e the contractor is obliged to submit with the offer photocopies of the guarantee or the bond. The originals of the documents are to be submitted with the offer but stapled. In case the original is stapled, bound or otherwise permanently attached to the offer, the Procurer will not return it. The expiry date of the guarantor's responsibility resulting from the documents must not be shorter than the duration of the offer, where the first day of the offer of the duration is the offer submission date.
5. The contractor will be excluded from the procedure in case when the submitted offer is not guaranteed by a deposit in one of the forms defined in pt. 2 pts. a, b, c, d, e or when the deposit is submitted after the offer submission period. The contractor will also be excluded from the procedure if the amount of the submitted deposit is lower than the one defined in pt. 1.
6. The Procurer will return the deposit under the regulations of art. 46 of the Act. In case the deposit was submitted in the form defined in pt. 2 pts. a, the offer must define the name and address, bank account number to which the deposit ought to be returned by the Procurer.
7. The contractor loses the deposit in favor of the Procurer if:
he refuses to sign the contract under the conditions defined in the offer
the closure of the contract is impossible due to causes on the Contractor's side.

CHAPTER IX. Period of offer binding.

1. The contractor is bound by the offer for a period of 30 days from the date defined as offer submission period.
2. Not less than 3 days before the lapse of the offer binding period can the Procurer request from the contractors a consent for extension of the period for another 30 days.
3. The contractor's refusal for the extension of the abovementioned period does not result in the loss of the deposit.
4. In case of the contractor's consent for the extension of the offer (guaranteed by the deposit in the form defined in chapter VII sec. 2 pts. b, c, d) binding period, the contractor will be obliged to extend the validity time of the deposit or submit a new deposit for the extension time. The lack of the extension of the deposit's validity time will result in the contractor's exclusion from the procedure.

CHAPTER X. Offer price

1. Offer prices

1.1. Offer price– gross price for the total procurement

THE CONTRACTOR is obliged to give the following:

- price (net and gross) for the offered NAVIGATION SYSTEM

1.2. Currency value of the offer price: PLN, EURO or USD

1.3. The method of offer price calculation

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Price calculated according to DDP (according to INCOTERMS'2000), unequivocal manner, without division into values dependant on the size of the procurement, containing the costs of:

- Packing and marking necessary for shipment
- Local and foreign transport to the destination
- Loading, unloading and internal transport
- Insurance of the object of the procurement for the period before it being taken over by the recipient
- Initial briefing and training of the recipient's operators
- Duty and clearance
- VAT

For comparison of the offers the gross price of the total of the procurement calculated as in point 1.3. will be taken.

The average exchange rate defined by National Bank of Poland in the day of opening of the tender will be used to compare all offers in currencies other than the PLN.

2. Payment conditions:

2.1. Date of payment – till 30 days after the delivery of the object of the procurement to the destination point mentioned in chapter I/4

2.2. The payment will be made in PLN, according to the currency rate USD or EURO on the day of the payment according to the exchange rates table of the National Bank of Poland.

2.3. The contractor must not transfer the financial responsibilities of the Procurer onto third parties without prior written consent.

2.4. Bank costs arising in the Procurer's bank will be covered by the Procurer; bank costs arising outside the Procurer's bank will be covered by the contractor.

2.5. The payment date of an invoice will be considered the date of the contractor's submission to the bank of the "remittance order".

3. Contractor's obligations:

3.1. Delivery of the object of the procurement to : **Israel Aerospace Industries Ltd., Ben Gurion International Airport 70100 LOD Israel**

3.2. Conducting an initial briefing and training in correct exploitation of the object of the procurement

3.3. Delivering with the object of the procurement of:

- Operating instructions in English
- A list of authorized service centers
- Guarantee card
- Copies of attestations and/or certificates

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- A document defining the conditions of services performed by an authorized service center during and after the guarantee period
- A list of the manufacturer's technical parameters

3.4. Delivering, at the Procurer's request, the information allowing the classification of the goods according to the Regulation of the Council (EC) no. 1183/2007 changing and updating regulation 1334/2000 establishing EU licensing regime applying to dual use goods and dual use technology and the regulation of the Minister of Economy from 29.10.2007 regarding the weapons register (Journal of Laws no 208 pos. 1505)

CHAPTER XI. Guarantee

1. The contractor will give a 12 month guarantee on all elements and components of the navigation system, counting from the date of signing the taking-over certificate.
2. The contractor will ensure:
 - Extension of the guarantee period - for the entire time of the delivered appliance's malfunction.
 - In case of a failure, a repair within 14 days from the receipt of the failure notice.
 - In case of a third repair of the same element or component, an exchange of the element or component(s) for a new one.
 - A 12 month guarantee for parts installed during the guarantee period.
 - During the guarantee period, free-of-charge inspections in the amount and scope required by the technical documentation.
 - Availability of spare parts and after-guarantee service during 10 years after the purchase.

CHAPTER XII. Project of the contract – Attachment 4 to the description

CHAPTER XIII Place and time of offer submission.

1. The offer must be submitted in an envelope. The envelope should be close in a manner ensuring confidentiality of its contents and inviolability until official opening of the envelopes. The envelope ought to be addressed according to the following:

INDUSTRIAL RESEARCH INSTITUTE FOR AUTOMATION AND MEASUREMENTS

02-486 Warsaw, Al. Jerozolimskie 202

OFFER IN AN OPEN TENDER: PIAP/KZP/15/09 FOR: **Delivery of UGV navigation system for Unmanned Terrestrial Vehicle for TALOS demonstrator.**

Not to be opened before 24.08 2009 at 10:30

Deliver to Industrial Research Institute for Automation and Measurements, al. Jerozolimskie 202, 02-486 Warsaw, building 5, room no. :216

until 24.08. 2009 by 10:00

2. The envelope ought to be marked with the contractor's name and address.
3. **The offer must be delivered to the seat of the Institute in Warsaw, Al. Jerozolimskie 202 (building 5, room no.:216 , not later than 24.08.2009 by 10:00.**

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4. Offers that will be delivered to the Institute after the offer submission period will be returned without opening after the lapse of protestation period.

CHAPTER XIV Opening of the offers.

1. The opening of the offers will take place on 24.08.2009 at 10:30 in the Procurer's seat in Warsaw, Al. Jerozolimskie 202 in the conference room – building 3, room no.:102.
2. The opening is public.
3. Directly before the opening, the Procurer will be informed about the planned financing amount of the procurement.
4. During the opening, the Procurer will give the information defined in art. 86 sec. 4 of the Act Public Procurement Law.
5. The Procurer will immediately send the information mentioned in points 3 and 4 in case of the contractor's absence during the opening of the offers at the contractor's written request.
6. The contractors are obliged to request in writing the Procurer to set a respective date if they intend to take advantage of the possibility foreseen in art. 96 sec. 3 of the Act.
7. A person designated by the contractor who appeared on the date set by the Procurer will be obliged to confirm the fact of the arrival and taking advantage of the possibility foreseen in art. 96 sec. 3 of the Act in a respective document stating the date of the arrival.
8. The Procurer may during the inspection and evaluation of the offers request from the contractor an explanation regarding the contents of the offer. Failure to present an explanation will result in the dismissal of the offer or a partial offer regarding the package that the explanation was to be referred to.
9. The Procurer will correct obvious spelling mistakes and computational mistakes by the price calculation according to the method described in art. 87 sec. 2 of the Act, informing the contractors who have submitted offers.
10. The Procurer will dismiss the offer or a partial offer in circumstances defined in art. 89 sec. 1 of the Act, informing the contractors without delay.

CHAPTER XV Offer evaluation

1. The choice of the offers will be made on the basis of the following criteria:

Total price for the procurement - 100 %

2. The offer obtaining most points given according to the following formula will be considered most profitable.

Formula for offer evaluation:

$$(A_n/A_b \times 100)$$

where:

A_n – lowest offered price (from all not excluded offers)

A_b – the price of the evaluated offer

CHAPTER XVI Choice of the most profitable offer, contract closure

1. The Procurer will place the procurement with the contractor whose offer fulfills all the requirements defined in the description and which was considered the most profitable according to the given offer evaluation criteria.
2. The Procurer will inform the contractors applying for the procurement about the choice.
3. The Procurer will inform the contractor whose offer was chosen about the time and place of contract closure.
4. If the contractor whose offer was chosen will fail to sign the contract, the Procurer will choose the most profitable offer from the remaining offers without their re-evaluation, unless there are reasons for the annulment of the procedure.

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5. In the procedure the Procurer will not demand from the contractors whose offers were not choose to submit the deposit for the proper realization of the procurement.

CHAPTER XVII Conditions for the annulment of the procedure.

The annulment of the procedure will take place under the circumstances defined in art. 93 of the Act.

CHAPTER XVIII Legal remedies

1. In the view of the Procurer's actions taken during the procedure and in the case of the Procurer's failure to perform actions defined in the Act, the contractor is entitled to submit a written protestation to the Procurer.

Details regarding the protestations, appeals and complaints are defined by chapter VI of the Act from 29.01.2004 Public Procurements Law with later amendments.

ATTENTION!

A protestation is considered submitted when its contents has been delivered to the Procurer's seat not later than 7 days (counting from the day on which the contractor obtained or could have obtained the information about reasons for its submission (art.111 of the Civil Code)) during the Procurer's working hours i.e. until. 15.00

Description of the Relevant Procurement Conditions

Affirmed by

Warsaw,2009

Attachments:

No. 1 – Offer Form

No. 2 – Technical description of the system

No. 2.1. – Technical and operational requirements of the system

No. 3 – Declaration according to art. 22 sec. 1 of the Act

No. 4 – Project of the contract