

TERMS OF THE TENDER PROCEDURE

Sale of Machinery and Equipment of Wytwórnia Sprzętu Komunikacyjnego “PZL- Świdnik” S.A. in Świdnik



1. NAME AND ADDRESS OF THE SELLER:

Wytwórnia Sprzętu Komunikacyjnego “PZL–Świdnik” S.A. with its registered office in Świdnik, Al. Lotników Polskich 1, 21-045 Świdnik, Poland, hereinafter referred to as the “Seller”

2. GENERAL PROVISIONS

2.1 These “Terms of the Tender Procedure”, hereinafter referred to as the “Terms” define the terms and conditions of a written tender procedure for sale of machinery and equipment owned by the Seller.

2.2 The purpose of the tender procedure is to select a buyer for the machinery and equipment referred to in Section 1.

3. FORM OF THE TENDER PROCEDURE

The written tender procedure shall have the form of a comparison of tenders. This tender procedure shall not be deemed to constitute a tender procedure as defined in the Public Procurement Law Act (Journal of Laws of 2013, Item 907, as amended), while the submission of a tender in response to the Tender Notice shall not give rise to an obligation to conclude a contract and shall not give rise to claims for concluding a contract or any other claims associated with participation in the procedure or preparation of a tender.

4. SUBJECT OF THE TENDER PROCEDURE

4.1 The subject of the tender procedure is the sale of the machinery and equipment according to Annex 1 to the Terms entitled “**List of Machinery and Equipment**”.

4.2 The basic specifications of the machinery and equipment are included in Annex 1, as attached to the tender notice.

4.3 The machinery and equipment constituting the subject of the tender procedure can be inspected at the time and place indicated in the tender notice.

4.4 During the on-site inspection, it will not be possible to start or check the machinery and equipment constituting the subject of the tender procedure.

5. TERMS AND CONDITIONS FOR PARTICIPATION IN THE TENDER PROCEDURE



- 5.1 The tender notice shall be made public by announcement in the press. The tender notice and the attachments thereto shall be published on www.pzl.swidnik.pl
- 5.2 The tender notice shall provide the information on the machinery and equipment (basic specifications), date and place of the on-site inspection, and the terms and conditions of the tender procedure (including the time limit and manner for submission of tenders).
- 5.3 The tender procedure is open to self-employed persons, corporate entities or unincorporated organizations.
- 5.4 Written tenders should include:
 - name and address of the tenderer,
 - phone number,
 - name of the item to be purchased, the offered price/net price and terms of payment,
 - declaration on the awareness of the actual condition of the item purchased and the declaration of its acceptance “as is” as of the sale date, without any reservations;
 - acknowledgment of the fact that the Seller is not liable for any guarantees or warranties for defects in the goods sold. Any complaints with respect to the equipment purchased shall be excluded.
- 5.5 Tenderers shall submit their tenders either in Polish or in English on the tender offer form attached as Annex 2 to these Terms.
- 5.6 The tender shall be signed by the person or persons authorized to represent the Tenderer.
- 5.7 A Tenderer may submit only one price quote for each item.
- 5.8 Tenders shall be submitted by e-mail to katarzyna.szewczyk@leonardocompany.com no later than by **14 October 2016** until **16:00**.
- 5.9 Complete Tender Materials will be made available on www.pzl.swidnik.pl

6. TENDER PROCEDURE

- 6.1 The chairman of the tender committee shall specify the number of tenders received. To carry out the tender procedure, at least one tender for purchase of any item must be submitted.
- 6.2 Upon receipt of the tenders, the tender committee shall carry out a detailed analysis of the tenders, and thereafter reject the tenders, which do not comply with the terms and conditions of the tender.
- 6.3 In the event of formal defects, the Seller may request the tenderers to remedy such defects (except for the price) within the time limit prescribed.
- 6.4 After analysing the tenders, the Seller may request the tenderers to supplement additional information and documents listed in Section 9.



- 6.5 The Seller shall notify (by e-mail) those tenderers, who offered the best price conditions.
- 6.6 In the event of equivalent tenders, the Seller will continue negotiations with the tenderers who offered the same prices. The tender committee will prepare a report on the negotiations, while the decision will be made based on the supplementary written tenders, taking into account the tender selection criteria referred to in Section 16.
- 6.7 The Seller shall select the best tender in accordance with Section 16.
- 6.8 The tenders submitted should remain binding upon the tenderer for a period of 60 days from the deadline for submission set out in Section 5.8.
- 6.9 The Buyer shall pay for the items purchased after receiving the e-mail notification about the selection of the tender, within 3 working days from receipt of the invoice,
- 6.10 The items purchased shall be delivered to the Buyer no earlier than after satisfying all the terms and conditions of the tender submitted and paying the purchase price, which must be confirmed by presentation of the proof of payment.
- 6.11 The Buyer shall collect the machinery and equipment at their own expense within 30 days from the date of payment of the invoice issued as specified in Section 6.9 above.
- 6.12 The Seller shall have the right to charge fees for storage of the machinery and equipment purchased if these are not collected by the Buyer within the aforesaid 30-day time limit, at the rate of 0.1% of the purchase price per each started day.

7. SCHEDULE

- 7.1 Publication of the notice in the press and on the website www.pzl.swidnik.pl on 26 September 2016
- 7.2 On-site inspections in the period from 6th October to 7th October 2016
 - before the inspections of the need to provide information about the positions that the Buyer is interested. Such information should be submitted one day prior to the date of inspection of the e-mail address: adam.duda@leonardocompany.com, tel. 81 722 51 77, 606-828-700
 - On-site inspection is necessary to show identity card; the lack of an identity document will result in a lack of opportunities to participate in the site inspection.
- 7.3 Tenders shall be submitted by e-mail by 14 October 2016 until 16:00 to katarzyna.szewczyk@leonardocompany.com
- 7.4 The best tender will be selected by 04 November 2016.

8. CONTACT



The contact person authorized to provide the information is Ms Katarzyna Szewczyk, tel. (+48) 81 722 57 59, e-mail: katarzyna.szewczyk@leonardocompany.com

9. DOCUMENTS WHICH MAY BE REQUIRED FROM TENDERERS

9.1 At the request of the Seller, the Tenderers should submit the following information and documents:

- 1) A current extract from a relevant register or from the Central Register and Information on Economic Activity, where separate provisions require an entry in the register or records, issued not earlier than 6 months before the deadline for submission of application for admission to the tender procedure.
- 2) A power of attorney, in the event where the authorization to sign a tender does not result from the documents listed in paragraph 1.
- 3) A declaration that the tenderer is not insolvent and that no bankruptcy or settlement proceedings are pending against the tenderer, or that the tenderer is not bankrupt.

10. COSTS OF TENDER PROCEDURE

- 10.1 The Tenderer shall cover all the costs incurred in connection with the preparation and presentation of their Tender.
- 10.2 The Buyer shall be responsible for the transport and any expenses in connection with the loading and collection of the machinery and equipment.
- 10.3 The Buyer shall be responsible for the dismantling and loading of the items purchased.
- 10.4 The Buyer shall be responsible for any transaction costs in connection with the sale.
- 10.5 The Buyer shall be liable for any damage caused during loading and transport of the items purchased. After dismantling and loading of the machinery or equipment purchased, the Buyer shall ensure that the site is in an orderly condition.

11. WARRANTY AND SERVICE

The machinery and equipment sold are not covered by any warranty, guarantee or service.

12. PRICE OFFERINGS

The price offerings shall include unit prices for individual pieces of machinery and equipment.

13. DEPOSIT

The Seller has not provided for a deposit under this procedure.



14. LATE TENDERS

Any Tenders received after the deadline for submission of tenders will not be taken into account.

15. ALTERATION AND WITHDRAWAL OF TENDERS

- 15.1 A tenderer may alter or withdraw its tender by way of a written notification prior to the deadline for submission of tenders.
- 15.2 A notification on alteration or withdrawal of a Tender shall be sent to katarzyna.szewczyk@leonardocompany.com

16. TENDER SELECTION

- 16.1 The tender selection criterion shall be the highest point value of the tender assessed on the basis of the following criteria:

Gross price 100%

$$W = (C_n / C_{max}) * 100 \text{ pts}$$

Where:

W - point value of the assessed tender

C_{max} - highest gross price from among the tenders submitted

C_n - gross price of the assessed tender

- 16.2 Each of the Tenderers may quote only one price. The price may be altered by the Tenderer only on the terms described in the Terms of the Tender Procedure.
- 16.3 The Seller shall immediately notify the Tenderers competing for the purchase about the name (company name) and address of the Tenderer, whose tender has been selected.
- 16.4 The Seller shall accept the selected tender in writing on the Tender Form of the Tenderer, whose tender assessment produced the highest point value, calculated according to the rules specified in Section 16.1. The Seller's acceptance of the Tender Form shall be equivalent to the sales contract.
- 16.5 The Seller reserves the right not to select any tender without giving any reason.
- 16.6 The Seller reserves the right to cancel the tender procedure without giving any reason.

17. CONCLUSION OF THE CONTRACT

The contract shall be deemed concluded upon the written acceptance of the tender submitted on the tender form.

The attachments to the Terms of the Tender Procedure shall be:



1. List of Machinery and Equipment
2. Tender Form