



Łukasiewicz
Instytut
Mikroelektroniki
i Fotoniki



Warsaw, 12.01.2023

PROCEDURE CANCELLATION NOTICE

Concerns: **Delivery of the single capacity cylinder isostatic press – ref. No. F2/92/2022/ZP.**

Acting pursuant to Art. 260 the Public Procurement Law Act (Journal of Laws of 2019, item 2019 with later changes), hereinafter referred to as “PPL”, the Contracting Entity hereby notify about cancellation of the procedure.

Legal grounds: Art. 255 item 2) of the PPL, i.e. all requests to participate or tenders submitted are subject to rejection.

Factual grounds: The bid submitted by the Contractor: Pacific Trinetics Corporation 46583 Fremont Blvd, Fremont, CA 94538 USA – was rejected on a base of Article 226 par. 1 point (5) - its content is inconsistent with the specification of essential terms of the contract.

- 1) The Contracting Entity specified in **point 6.8 Appendix No. 1 to ToR** - Requirements and technical parameters for the single capacity cylinder isostatic press delivery: *The device software must comply with MS Windows 10 or an equivalent operating system.*

The Contractor in the submitted bid provided WIN 7, which does not meet the requirements specified by the Contracting Entity

- 2) The Contracting Entity specified payment terms in **§3 Appendix No. 5 to ToR** as follows:
 1. *The payment shall be made to the bank account of the contractor in the following way:*
 - a) *40% of the gross value of the Contract as advance payment. The advance payment shall be made within 30 days, pursuant to a VAT invoice and upon presentation the original document of advance payment security for the amount of the advance payment by the Contractor.*
 - b) *60% of the gross value of the Contract after delivery at the Contracting Authority in Krakow, paid by bank transfer pursuant to the original, correctly issued invoice delivered to the Contracting Authority within 5days from signing the acceptance protocol by both Parties.*

Strona 1 z 3

The Contractor in the submitted document SUMMARY PRICING AND TERMS OF SALE stated other terms of payment:

40% advance payment with order due 30 days after submission of proforma invoice by supplier

There will not be a bank guarantee for this advance payment.

60% balance due 30 days after installation of the system at the IMIF facility but no longer than 90 days from arrival of system in Polish sea port.

The Payment terms specified by the Contractor, are inconsistent with the requirements specified by the Contracting Authority.

- 3) The Contracting Authority specified terms of delivery in **§ 4 Appendix No. 5 to ToR** as follows:

Delivery address:

*Łukasiewicz Research Network – Institute of Microelectronics and Photonics
ul. Zabłocie 39
30-701 Krakow, Poland*

And in **Terms of Reference in chapter XIV Description** of the manner of calculating the price:

1. *The gross price of the bid provided in PLN/EUR/USD/GBP shall include all costs that the Contractor has to bear in order to lawfully realise the subject of the contract specified in the present Terms of Reference, including:*
 - a) *the price of the subject of the Contract specified in point III to the Terms of Reference,*
 - b) *transport, unloading*
 - c) *terms of delivery DDP. Organisation and costs of loading, transport to the location specified by the Contracting Authority, insurance of the delivery, and potential customs fees are borne by the Contractor, together with the risk of loss or damage of the subject of Contract, the duty to unload (and any related risks),*
 - d) *guarantee period,*
 - e) *post-guarantee period and technical support,*
 - f) *other services, if they are necessary to realise the subject of the Contract.*
2. *The price of the bid shall also include all due fees, in particular taxes, and any other potential levies (...)*

Strona 2 z 3



The Contractor in the submitted document SUMMARY PRICING AND TERMS OF SALE stated other terms of delivery :

CIF, by ocean, delivered to Polish sea port near the IMIF facility

The specified terms of delivery and the description of the manner of calculating the price, are inconsistent with the requirements specified by the Contracting Authority.

Strona 3 z 3

