

**Public Contract title: Delivery of Autoclave for the Production of Composite Materials
for the NTIS Project**

**Document Highlighting Tender Dossier Modifications vs. Criteria Specified
for the Public Contract Procedure no. 486729 Opened on 24th April 2014 and
cancelled on 20th May 2014**

1. Modification of the time of delivery of the object of purchase:

In the Draft Purchase Contract (Annex no. 6 to the Tender Dossier), the Contracting Authority replaces the text in article V.1:

“The Seller undertakes to start delivering the object of purchase on the effective date of the Contract and duly complete the delivery of the object of purchase by 15th December 2014 at the latest.”

By new text as follows:

“The Seller undertakes to start delivering the object of purchase on the effective date of the Contract and duly complete the delivery of the object of purchase by 31st December 2014 at the latest.”

2. Contract Termination:

The Contracting Authority amends the text in article IX.6 of the Draft Purchase Contract:

“Should the Purchaser terminate the Contract for a gross violation of the contractual obligation by the Seller, the Seller will be obliged to pay to the Purchaser possible incurred damage (material and non-material).”

By new text as follows:

“Should the Purchaser terminate the Contract for a gross violation of the contractual obligation by the Seller, the Seller will be obliged to pay to the Purchaser possible incurred damage (material and non-material), however, maximum 5% of the total purchase price.”

3. Penal Obligations:

In the Draft Purchase Contract, articles X.1 and X.3 the Contracting Authority modifies the maximum contractual penalty amount. The Contracting Authority replaces the text in articles X.1 and X.3:

“The total amount of the contractual penalty will be limited to 50% of the total purchase price.”

By new text as follows:

“The total amount of the contractual penalty will be limited to 5% of the total purchase price.”

Similarly, in article X.2, the Contracting Authority limits the maximum amount of the contractual interest as follows:

“The total amount of the contractual interest will be limited to 5% of the total purchase price.”

4. Clarification of Equipment Technical Specifications

In the draft Purchase Contract, the Contracting Authority added to the original wording the following texts in bold:

- *“Connection for pressurizing with inert gas from a gas cylinder (nitrogen, nitrogen mixtures) **and a connector for subsequent flushing**”* (to mitigate the risk of nitrogen poisoning)
- *“**Fully encapsulated blower drive (with pressure equal to the working space)**.”* (to mitigate the risk of nitrogen poisoning)
- *“No less than four connections, each provided with regulated valves, resin traps and pressure sensors with measurement error of no more than ± 20 millibar (**stainless steel type**).”* (to reduce the risk of damage to the system as a consequence of thermal shock in the event of rupture of the vacuum bag)
- *Complete regulation system: “**optional extension by adding more input-output control channels (modules)**.”* (to enhance the research quality of the system)
- *Software specifications: “**capacity for modifying the user interface**”* (to enhance the research quality of the system)