

Our Ref.: DZ 2711-1/2010

SPECIFICATION OF THE ESSENTIAL TERMS OF THE CONTRACT

Oil and Gas Institute in Krakow, ul. Lubicz 25 A, telephone: (0-12) 421-00-33, fax: (0-12) 421-00-50, www.inig.pl, hereinafter referred to as the Orderer, invites potential contractors to participate in

the competitive bidding process for consulting and organizational services covering the organization of a study visit to the USA, cooperation in elaborating a handbook concerning effective landfill gas utilization technologies, co-organization of and participation in workshops on landfill gas management.

The subject of the order is connected with the project entitled “Best and most effective technologies of LFG utilization – Handbook, Training and Capacity Building”, realized within the framework of the Methane to Markets Partnership, hereinafter referred to as the “project”.

PROCEDURE: The procedure used is the **competitive bidding procedure**, in accordance with the Act of January 29, 2009 „Public Procurement Law” (Law Gazette, 2008, No.171. Clause 1058 with further amendments), hereinafter referred to as the “Act”.

Common Procurement Vocabulary (CPV)

1. A study visit of the employees of the Oil and Gas Institute (INIG) to the USA:

79997000-9 Services concerning the organization of business trips.

79998000-6 Training services.

2. Assistance in elaborating the handbook

73210000-7 Consulting services regarding the research

3. Workshops in Poland

80540000-1 Training services in the field of the natural environment

The ANNOUNCEMENT together with this specification has been published:

- in the Public Procurement Bulletin on the website of the UZP portal www.portal.uzp.gov.pl,
- on the Orderer's website www.inig.pl,
- on the bulletin board at the seat of the Orderer.

1. Description of the subject of the order:

The order concerns **services relating to:**

- consultancy and organization, consisting in organizing a study visit to the USA;
- cooperation in elaborating a handbook concerning effective landfill gas utilization technologies ;
- co-organization of and participation in one-day workshops organized in Poland and concerning landfill gas management.

The subject of the order concerns the project entitled „Best and most effective technologies of LFG utilization – Handbook, Training and Capacity Building”, realized within the framework of the Methane to Markets Partnership, hereinafter referred to as the “Project”.

1.1 The subject of the order covers:

1.1.1 Organization of a study visit to the USA, to municipal waste landfills, where effective energetic landfill gas management technologies are used.

1.1.2 Cooperation in elaborating a handbook concerning effective landfill gas utilization technologies, including American and Polish experience in this respect and the best practices.

1.1.3 Co-organization of and participation in one-day workshops on landfill gas management.

1.2 Requirements concerning the subject of the order:

1.2.1 In accordance with the project assumptions, the study visit must cover the following landfills:

Landfill name	Location
I-95 Landfill	Lorton, Virginia
I-66 Landfill	Fairfax, Virginia
Lancaster Landfill	Lancaster, Pennsylvania
Bethlehem Landfill	Bethlehem, Pennsylvania
Calabassas Landfill	Los Angeles, California
Puente Hills Landfill	Los Angeles, California

The landfills have been selected with regard to the waste landfilling and landfill gas management technologies used.

Considering the organization of the study visit, the Contractor is obliged to:

- make arrangements with the owners of the above-mentioned landfills so as to obtain permission to visit the objects;
- appoint a representative (from among the Contractor's staff) who will participate in all the visits to the landfills;
- make it possible for the Ordered to contact directly the owner of the landfill in order to obtain additional information necessary to elaborate the handbook;
- assist in booking rooms in hotels, hiring cars in the USA.

The Contractor **declares** the ability to organize the study visit to the landfills specified in the subject of the order.

The Representative of the Contractor shall organize and shall participate in all the meetings at the municipal waste landfills organized within the study visit.

Beginning of the study visit: April 30, 2010 at the latest.

The Orderer may abandon the visit to the chosen landfill.

When calculating the value of the subject of the order described in 1.2.1, the Contractor should take into consideration the costs connected with covering the activities undertaken by the Contractor, and especially:

- costs connected with the working time of the Contractor's employees,
- costs of the Contractor's employees' travels during the study visit,
- costs incurred for board and accommodation of the Contractor's employees,
- other costs incurred by the Contractor's employees necessary for the fulfillment of the order.

Costs incurred by the Orderer's employees, and especially:

- costs of flights from Poland to the USA and from the USA to Poland,
- costs connected with the transportation of the Orderer's employees during the study visit (airplane, car),
- costs incurred for board and accommodation of the Orderer's employees,
- other necessary costs

are covered by the Orderer.

1.2.2 As regards the cooperation in elaborating the handbook on effective landfill gas management technologies, the Contractor undertakes to supply technical data, economic analyses, descriptions of practical aspects connected with the following energetic landfill gas utilization technologies used in the USA:

- direct utilization
- infrared radiators
- CHP units (piston engines, microturbines, turbines)
- production of biomethane and forcing it into the natural gas network
- biomethane and CNG production.

The date for delivering the materials being the technical description (together with practical information concerning the above-mentioned technologies): May 31, 2010.

When calculating the value of the subject of the order described in 1.2.2, the Contractor should take into consideration the costs connected with covering the activities undertaken by the Contractor, and especially:

- costs connected with working time of the Contractor's employees,
- other costs incurred by the Contractor's employees, necessary for the fulfillment of the order.

1.2.3 Considering the co-organization of one-day workshops, the Contractor will be obliged to:

- prepare and give at least four presentations concerning energetic utilization of landfill gas. The presentations must contain information covering technical aspects and elements of economic analyses connected with effective landfill gas management technologies. The presentations must be in conformity with official information provided by the Environmental Protection Agency (EPA) and, in particular, concern energetic landfill gas management technologies based on:
 - direct utilization
 - infrared radiators
 - CHP units (piston engines, microturbines, turbines)
 - production of biomethane and forcing it into the natural gas network
 - biomethane and CNG production.

The presentations must be prepared in English and Polish.

- To participate actively in the workshops, and especially to answer the questions of the workshop participants.

The presentations for the workshops must be delivered to the Orderer three weeks before the planned date of the workshops.

Planned workshops date: September 15, 2010.

When calculating the value of the subject of the order described in 1.2.3, the Contractor should take into consideration the costs connected with covering the activities undertaken by the Contractor, and especially:

- costs connected with the working time of the Contractor's employees,
- costs of the Contractor's employees' travels,
- costs incurred for board and accommodation of the Contractor's employees,
- other costs incurred by the Contractor's employees, necessary for fulfilling the order.

Costs incurred by the Orderer's employees, and especially:

- costs of renting a conference room and the necessary equipment,
- costs incurred for catering during the workshops,
- other costs necessary for the realization of the workshops

are covered by the Orderer.

1.2.4 The Orderer may change any date given in the specification and concerning the subject of the order. The Contractor will be informed about the changed date in writing or electronically (by e-mail) a month before the planned change.

1.3 Conditions required from the Contractors

- The Contractor must guarantee the possibility of fulfilling the order on the landfills given in the description of the subject of the order.
- The profile of the Contractor's activities must be directly connected with the problems of municipal waste management, and especially with the issues concerning:
 - Designing, according to the American standards, of degassing installations to be used on municipal waste landfills,
 - designing and consultancy concerning landfill gas energy utilization.
- The Contractor must guarantee that the performance of the service will be started on the date specified by the Orderer.

- The Contractor may submit only one offer.
- The Contractors competing for the order must satisfy the requirements of Article 22, Section 1 of Public Procurement Law, must not be excludable pursuant to Article 24, Sections 1 and 2 of the Act, and must fulfill the conditions defined in this specification.

1.4 Settlements on account of the concluded contract

After the conclusion of each stage of the subject of the order the Contractor shall issue an invoice. It is admissible to issue a global invoice for all the stages of the Order.

2. Conditions for participation in the procedure pursuant to Article 22, Section 1 of the Act

The Contractors competing for the order must fulfill the following conditions:

- 1) must have qualifications to perform a definite activity or work if legal regulations impose such an obligation;
- 2) must have knowledge and experience, i.e.:
 - The Contractor must have experience acquired by realizing at least two international projects, realized within the framework of programs connected with management of methane from municipal waste landfills during the period of last three years ending before the deadline for submission of bids, and if the period of conducting the business is shorter – within this period.
- 3) must have appropriate technical potential and employees capable of fulfilling the order;
- 4) must fulfill the conditions regarding the economic and financial situation.

3. Description of the method to assess whether the above-mentioned conditions have been fulfilled

The assessment concerning the fulfillment of the conditions for Contractors' participation in the procedure will be made on the basis of completeness and correctness of the presented statements and documents, demanded by the Orderer, as well as on the basis of the contents of these documents, according to the formula (fulfills/does not fulfill). The statements and

documents will be examined in respect of formal and legal requirements, validity, as well as whether information contained therein confirms the fulfillment of the Orderer's requirements.

4. List of statements or documents to be submitted by the Contractors in order to confirm the fulfillment of the conditions for participation in the procedure;

To show that the Contractor fulfills the conditions specified in Article 22, Section 1 of the Act of January 29, 2004 – Public Procurement Law, hereinafter referred to as the „Act”, the Orderer demands the following documents:

- Listing of at least two services concerning the realization of international projects connected with the management of methane from municipal waste landfill, performed during the period of three years ending before the deadline for submission of bids, and if the period of conducting the business is shorter – within this period, **Annex 3 to SIWZ** - *(specification of the essential terms of the contract)*.

3. In order to show the lack of reasons for eliminating the Contractor from the bidding procedure in the circumstances specified in Article 24, Section 1 of the Act, the Orderer demands the following documents:

- statement on the lack of reasons to be eliminated – **Annex 1 to SIWZ**- *(specification of the essential terms of the contract)*.
- valid copy from the proper register if separate regulations require registering, in order to show the lack of reasons for elimination, according to Article 24, Section 1, Clause 2 of the Act, issued **not earlier than six months before the deadline for submission of bids**, and in the case of natural persons – a statement according to Article 24, Section 1, Clause 2 of the Act;

If the Contractor's **seat or place of residence is beyond the territory of the Republic of Poland**, instead of the above-mentioned document, the Contractor submits the document issued in the country where the Contractor's seat or place of residence are, confirming that no

liquidation has been started nor bankruptcy has been declared, issued **not earlier than six months before the deadline for submission of bids.**

All the above-mentioned documents may be presented as originals or photocopies, their conformity to the originals having been certified by a person/persons entitled to sign the offer, with the note “I hereby certify that this is a true copy of the original”.

This certification should be made in a way enabling the identification of the signature.

If the offer or certification concerning the conformity of the copies to the original documents are signed by a person not mentioned in the Contractor’s registration document, an appropriate authorization to represent the Contractor should be enclosed with the offer.

4. The Orderer does not anticipate placing an additional order.

5. The Orderer does not allow for submitting variant offers.

6. The Orderer does not anticipate:

- Concluding a frame agreement
- Establishing a dynamic purchasing system
- Choosing the most favorable offer by means of electronic auction
- Depositing a bid security

7. Way of making the offer

- The offer must be made in writing, in **Polish or English**, in the form ensuring full clarity of the text. The offer must be signed by a person authorized to represent the firm outside and to incur liabilities corresponding with the price of the offer. All the places in which the Contractor has made changes should be initialed by the person signing the offer.
- Pursuant to Article 9 of the Act, the Orderer **agrees** to submission of the offer and other documents in English.
- Bid form – **Annex 2 to SIWZ** should contain:
 - Name and address of the Contractor
 - Date for executing the subject of the order

- Total price of the offer (the price covering the whole of the specified and demanded subject of the order: net value + VAT = gross value)

- In case the offer is submitted by a Contractor being a foreigner, not subject to taxation on the territory of the Republic of Poland, the Contractor is obliged to submit such information together with the price given. A foreign Contractor **gives the net offer price only**.
- A foreign Contractor to whom the regulations of March 11, 2004 on the goods and services tax (Law Gazette, No. 54, Clause 535 with further amendments) apply, the regulations concerning intra-Community purchase of goods – hereinafter referred to as the „regulations concerning intra-Community purchase of goods” – calculates the offer price **excluding** the amount of VAT due in Poland (the consequence resulting from the necessity of considering Article 91, Section 3 a of the Public Procurement Law).
- For the purpose of comparing the offers of foreign Contractors with the offers of home Contractors, the Orderer will add to the net offer price given by a foreign Contractor the amount of VAT due which, as per contract, shall be paid by the Orderer.
- The offer price should be given in Polish zloty (PLN). It is also allowed to express the prices in USD.
- If the offer price is expressed, with the consent of the Orderer, in USD, the Orderer, so as to compare the prices, will convert dollars into zlotys, based on the mean NBP rate announced on the day of bid opening in this bidding procedure.

Net value.....zloty, VAT.....%, i.e.....zloty

Gross value.....zloty

in words.....

The offer price must include all the costs affecting the price.

The prices given are valid during the whole contractual period.

- The offer and all the Annexes must be signed by a person/ persons authorized to represent the Contractor, in accordance with the registration act, statutory requirements and legal regulations.
- If the offer and the Annexes are signed by the authorized representative of the Contractor, the appropriate legal grounds should be given.
- Corrections in the offer must be made legibly and signed by the authorized person.

- All the pages of the offer should be numbered, fastened together (stapled together) in a durable way, preventing the offer from getting incomplete.
- The content of the offer must correspond to the content and requirements defined in SIWZ. The fulfillment of the order will be entrusted to the Contractor with the greatest number of points.

8. Criteria for the assessment of the offers

When choosing the most favorable offer the Orderer will be guided by:

The criterion - price

- **Gross offer price** (offer price covering the whole of the specified subject of the order) **100%**

According to the criterion – offer price /with VAT/

$$W_c = \frac{\text{minimal price}}{\text{price presented in the offer}} \times 100$$

The offer with the greatest number of points will be considered the most favorable offer.

9. The required order delivery date

- Organization of the study visit: **April 30, 2010** at the latest.
- Submission of the materials being the technical description and practical information concerning the studied technologies: **May 31, 2010**.
- Co-organization of and participation in one-day workshops on landfill gas management: **September 15, 2010**.

10. Bid validity period - 30 days

The running of the bid validity period begins when the deadline for submission of bids ends.

11. Place and date for submission of bids

- The offer should be submitted to the seat of the Institute – Kraków, ul. Lubicz 25 A, secretariat – room 113, second floor, **by 10 a.m.**, Eastern Standard Time (EST) **on February 5, 2010** in a closed envelope with the notice **„Competitive bidding procedure DZ 2711-1/10 Services within the framework of the Methane to Markets Partnership”**.
- If the offer comes to the Orderer by mail or some other way (for example by courier service), the date for submitting the offer is the date on which it is delivered to the seat of the Orderer and not the date on the stamp or on the courier service order.
- Offers submitted after the deadline date will not be considered and returned to the Contractor.
- Costs connected with preparing and submitting the offer are incurred by the Contractor.

12. Bid opening place and date

The opening of bids will be on **February 5, 2010 at 10.15 a.m.** at the seat of the Institute, second floor, room 107.

13. Persons entitled to communicate with the Contractors

Each Contractor has the right to ask the Orderer to explain the specification of the essential terms of the contract. The questions of the Contractors must be put in writing and sent to the address:

Instytut Nafty i Gazu (Oil and Gas Institute)

ul. Lubicz 25 A

31-504 Kraków

or

fax. 012 421 00 50

or

by electronic mail

Each party, at the request of the other party, shall immediately confirm the receipt of the documents by fax or e-mail.

Information on technical matters is provided by:

Piotr Klimek telephone +48 12 660-36-05 from Monday to Friday, from 8.00 a.m. to 2.00 p.m.

fax +4812 650-77-50

klimek@inig.pl

Information on procedural matters is provided by:

Monika Stachnik – telephone (0-12) 421 00 33, extension 246, from Monday to Friday, from 8.00 a.m. to 2.00 p.m., fax. (012) 430 38 85 Stachnik@inig.pl

The Orderer shall immediately answer all the Contractors, pursuant to Article 38 of the Public Procurement Law, unless the question is submitted to the Orderer less than six days before the deadline for submission of bids or two days before the deadline for submission of bids – on condition that the application for explaining the content of the specification of the essential terms of the contract is submitted to the Orderer not later than the end of the day on which half of the time fixed for submission of bids passes.

The Orderer does not anticipate a meeting with the Contractors.

In the correspondence sent to the Orderer the reference number **DZ 2711-1/10** should be given. Pursuant to Article 27 of the Public Procurement Law, in this bidding procedure all the statements, applications, notices and information shall be sent by both the Orderer and Contractors in writing, by fax or e-mail, to the above-mentioned address.

The Orderer will not give any oral or telephone information, explanations or answers to the questions asked to the Orderer concerning the matters which require that the written form be observed.

In special and duly justified cases the Orderer may, at any time before the end of the deadline for submission of bids, modify the content of the specification of the essential terms of the contract.

The thus-introduced modifications, changes or supplements shall be placed on the website www.inig.pl

All the modifications, supplements and settlements or changes, including date changes, as well as questions to the Contractors together with the explanations make the integral part of the specification of the essential terms of the contract and will be binding when submitting bids. The information on prolonging the time fixed for submission of bids, if it is necessary for introducing changes in the offers resulting from the modification, will be given by the Orderer on the website. All the rights and obligations of the Contractors as regards the dates fixed earlier will be subject to the new time limit.

14. Contract terms which will be introduced into the contract

- The Orderer will conclude the contract with the Contractor that will submit the most favorable offer.
- The Contractor will be informed by the Orderer about the contract signing date in writing.
- The earliest date for concluding the contract will be the tenth day after giving the bidders a notice about the Contractor's choice of the most favorable offer.
- The contract will be concluded taking into consideration the decisions and requirements resulting from the content of this specification and the data contained in the offer.
- Contract template makes *Annex 4*.

15. Legal remedies

- Considering the content of the announcement, the Contractors and other persons, if their legal interest, as far as the obtaining of the order is concerned, has sustained or may sustain a loss as a result of infringing the regulations of the Act by the Orderer, are entitled to legal remedies specified in Section VI of the Public Procurement Law (protest).
- The Orderer is also entitled to legal remedies (Article 179, Clause 1a).

- The activities on which a protest may be lodged are defined in Article 180 of the Public Procurement Law.
- An appeal against the decision on the protest may be lodged – Article 184.

16. Announcement of the results of the competitive bidding

The results of the competitive bidding procedure will be announced in accordance with the requirements of the Public Procurement Law – all the Contractors participating in the contract award procedure will be informed in writing.

17. Annexes to SIWZ

No. 1 Contractor's statement pursuant to Article 22, Clause 1 and Article 24, Clauses 1 and 2 of the Public Procurement Law.

No. 2 Bid form

No. 3 Statement on the services performed

No. 4 Contract template

Kraków, 15-01-2010

.....
Signature of the Director of
the Institute

.....

STATEMENT PURSUANT TO ARTICLE 22, CLAUSE 1 AND ARTICLE 24, CLAUSES 1 AND 2 OF THE PUBLIC PROCUREMENT LAW

CONTRACTOR’S NAME:

.....

ADDRESS:

.....

As the bidder in

the competitive bidding procedure

for consulting and organizational services covering the organization of a study visit to the USA, cooperation in elaborating a handbook concerning effective landfill gas utilization technologies, co-organization of and participation in workshops on landfill gas management

I hereby declare that:

- 1) we have qualifications to perform the definite activity or work if legal regulations impose such an obligation;
- 2) we have necessary knowledge and experience, as well as technical potential, and our employees are capable of fulfilling the order;
- 3) considering our economic and financial situation, we guarantee that the order will be fulfilled;
- 4) we are not subject to elimination from the contract award procedure pursuant to Article 24, Clauses 1 and 2 of the Public Procurement Law.

Locality, date 2010

signature of the person/persons authorized
to represent the Contractor

BID FORM

In reply to the announcement about the competitive bidding process for **consulting and organizational services covering the organization of a study visit to the USA, cooperation in elaborating a handbook concerning effective landfill gas utilization technologies, co-organization of and participation in workshops on landfill gas management**

Contractor's name

Address

Telephone/fax, e-mail.....

submits this
OFFER:

Item No.	Kind of service	Net value	Gross value (including VAT)	Delivery date
1	Organization of a study visit to the USA, covering municipal waste landfills where effective energetic landfill gas management technologies are used.			
2	Cooperation in elaborating a handbook concerning effective landfill gas utilization technologies.			
3	Co-organization of and participation in one-day workshops on landfill gas management.			
TOTAL				

The net/gross price of the offer is..... zloty.
(in words))

- The Contractor declares the ability to organize the study visit to the landfills mentioned in the subject of the order.
- A representative of the Contractor will organize and will participate in all the meetings at municipal waste landfills organized within the framework of the study visit.
Name and surname of the Contractor's representative:

The annexes to this form, making an integral part of the offer:

1. List of the performed services – minimum two international projects connected with the management of methane from municipal waste landfills.
2. Statement about the lack of reasons for elimination.
3.

.....
locality, date

.....
stamp and signature

We declare that:

during the last three years before the starting date of this contract award procedure, and if the period of business activity is shorter – within this period, the firm represented by us performed minimum two services similar in respect of their type and scope to this one, i.e. international projects connected with the management of methane from municipal waste landfills.

Item No.	Name and address of the Client	Service	Net value of the order	Order completion date
1	2	3	4	5

We declare that the above-mentioned services have been performed properly.

_____ date _____

(signature of the Contractor)

CONTRACT TEMPLATE

Concluded on in Krakow between:

Instytut Nafty i Gazu (Oil and Gas Institute) with its registered office in Krakow 31-503, ul. Lubicz 25 A, registered in the National Court Register under the number KRS 0000075478, represented by:

1. Director of the Institute Prof. DSc, Eng. Maria Ciechanowska

Hereinafter referred to as the "**Orderer**"

and

the company with its registered office in, represented by

- 1.

hereinafter referred to as the "**Contractor**"

chosen by the contract award procedure with the competitive bidding process

both of them hereinafter referred to as the "**Parties**"

The Orderer orders and the Contractor undertakes to perform

§1

1.1 The order concerns **services regarding:**

- consultancy and organization consisting in organizing a study visit to the USA;
- cooperation in elaborating a handbook concerning effective landfill gas utilization technologies;
- co-organization of and participation in one-day workshops organized in Poland and dealing with landfill gas management.

The subject of the order concerns the project entitled „Best and most effective technologies of LFG utilization – Handbook, Training and Capacity Building”, realized within the framework of the Methane to Markets Partnership, hereinafter referred to as the “Project”.

The Contractor undertakes to fulfill the Contract according to the requirements of the Orderer specified in SIWZ and given in the offer of (date)....., being Annex 1 to this Contract.

1.2 Requirements concerning the subject of the order:

1.2.2 In accordance with the assumptions of the project, the study visit must cover the following landfills:

Landfill name	Location
I-95 landfill	Lorton, Virginia
I-66 Landfill	Fairfax, Virginia
Lancaster Landfill	Lancaster, Pennsylvania
Bethlehem Landfill	Bethlehem, Pennsylvania
Calabassas Landfill	Los Angeles, California
Puente Hills Landfill	Los Angeles, California

The landfills have been selected with regard to the waste landfilling and landfill gas management technologies.

Considering the organization of the study visit, the Contractor is obliged to:

- make arrangements with the owners of the above-mentioned landfills so as to obtain permission to visit the objects;
- appoint a representative (from among the Contractor's staff) who will participate in all the visits to the landfills;
- make it possible for the Orderer to contact directly the owner of the landfill in order to obtain additional information necessary to elaborate the handbook;
- assist in booking rooms in hotels, hiring cars in the USA.

The Contractor **declares** the ability to organize the study visit to the landfills specified in the subject of the order.

The Representative of the Contractor shall organize and shall participate in all the meetings at the municipal waste landfills organized within the study visit.

Beginning of the study visit: April 30, 2010 at the latest.

The Orderer may abandon the visit to the chosen landfill.

The costs incurred by the Contractor's employees:

- costs connected with the working time of the Contractor's employees,
- costs of the Contractor's employees' travels during the study visit,
- costs incurred for board and accommodation of the Contractor's employees,
- other costs incurred by the Contractor's employees, necessary for the fulfillment of the order.

The costs incurred by the Orderer's employees:

- costs of flights from Poland to the USA and from the USA to Poland,
- costs connected with transportation of the Orderer's employees during the study visit (airplane, car),
- costs incurred for board and accommodation of the Orderer's employees,
- other necessary costs,

are covered by the Orderer.

1.2.2 As regards the cooperation in elaborating the handbook on effective landfill gas management technologies, the Contractor undertakes to supply technical data, economic analyses, descriptions of practical aspects connected with the following energetic landfill gas utilization technologies used in the USA:

- direct utilization
- infrared radiators
- CHP units (piston engines, microturbines, turbines)
- production of biomethane and forcing it into the natural gas network
- biomethane and CNG production.

The date for delivering the materials being the technical description (together with practical information concerning the above-mentioned technologies): May 31, 2010.

The costs incurred by the Contractor's employees:

- costs connected with the working time of the Contractor's employees,
- other costs incurred by the Contractor's employees, necessary for the fulfillment of the order.

1.2.3 Considering the co-organization of one-day workshops, the Contractor will be obliged to:

- prepare and give at least four presentations concerning energetic utilization of landfill gas. The presentations must contain information covering technical aspects and elements of economic analyses connected with effective landfill gas management technologies. The presentations must be in conformity with official information provided by the Environmental Protection Agency (EPA) and, in particular, concern energetic landfill gas management technologies based on:
 - direct utilization
 - infrared radiators
 - CHP units (piston engines, microturbines, turbines)
 - production of biomethane and forcing it into the natural gas network
 - biomethane and CNG production.The presentations must be prepared in English and Polish.
- Active participation in the workshops, and especially answering the questions of the participants.

The presentations for the workshops must be delivered to the Orderer three weeks before the planned date of the workshops.

Planned workshops date: September 15, 2010.

The costs incurred by the Contractor's employees:

- costs connected with the working time of the Contractor's employees,
- costs of the Contractor's employees' travels,
- costs incurred for board and accommodation of the Contractor's employees,
- other costs incurred by the Contractor's employees, necessary for the fulfillment of the order.

The costs incurred by the Orderer's employees:

- costs of renting a conference room and the necessary equipment,
- costs incurred for catering during the workshops,
- other costs necessary for the realization of the workshops

are covered by the Orderer.

§2

Obligations of the Orderer

Cooperation with the Contractor as regards making decisions necessary to ensure undisturbed and prompt course of performance of this contract.

§3

Obligations of the Contractor

- The Contractor guarantees the ability to fulfill the order on the landfills given in the description of the subject of the order.
- The Contractor guarantees that the performance of the service will be started on the date fixed by the Orderer.

§4

Dates

1. The date for starting to fulfill the subject of the contract is the contract signing day.
2. The date for starting the study visit: April 30, 2010 at the latest.
3. The date for supplying the materials being the technical description (together with practical information concerning the above-mentioned technologies): May 31, 2010.
4. Workshops date: September 15, 2010. The presentations for the workshops must be delivered to the Orderer three weeks before the planned date of the workshops.
5. The Orderer may change the dates given above and concerning the subject of the order. The Contractor will be informed about the changed date in writing or by e-mail a month before the planned change.

§5

Remuneration, settlement, payments

1. The Orderer will pay the Contractor for the performance of the subject of this contract specified in §1 and §3:

Organization of the study visit to the USA covering municipal waste landfills where effective energetic landfill gas management technologies are used

net remuneration amounting to:

VAT amounting to:

gross remuneration amounting to:

(in words:.....)

Cooperation in elaborating the handbook connected with effective landfill gas utilization technologies

Net remuneration amounting to:

VAT amounting to:

Gross remuneration amounting to:

(in words:.....)

Co-organization of and participation in one-day workshops on landfill gas management

net remuneration amounting to:

VAT amounting to:

gross remuneration amounting to:

(in words:.....)

TOTAL

Net remuneration amounting to:

VAT amounting to:

Gross remuneration amounting to:

(in words:.....)

2. The remuneration defined in Clause 1 has been established on the basis of the submitted bid and transferred from the bid form.
3. The remuneration defined in Clause 1 covers all the costs connected with the fulfillment of the subject of this contract, including the Contractor's prime costs.
4. The Orderer will not make an advance before the delivery of the subject of the order specified in this contract.
5. The remuneration defined in this paragraph is the maximal remuneration. This amount also includes all the costs of works and materials not specified in the bid documents but necessary for fulfilling the subject of the contract.
6. The remuneration defined in this paragraph can be decreased in the case of a change in the scope of the services, accepted by the Parties to the contract, made during the project execution.
7. After the conclusion of each stage of the subject of the order the Contractor shall issue an invoice. It is admissible to issue a global invoice for all the stages of the order.
8. The Orderer shall pay the amount due, as per invoice, within 14 days after the invoice has been delivered to the Orderer and accepted by the Orderer's employees.
9. The amount due as per invoice shall be transferred into the Contractor's bank account given on the invoice. The date of bank transfer (debiting of the Orderer's account) shall be considered the date of payment.
10. In case the payment of the amount due, as per invoice, is delayed, the Contractor may demand interest at legal rate.

§6

Stipulated penalty

1. The Parties agree that the applicable form of compensation will be the stipulated penalty calculated on gross remuneration (net remuneration in the case of concluding the contract with a foreign contractor), defined in §5 of this contract, hereinafter referred to as the remuneration.
2. The penalty will be calculated in the following cases and circumstances:
 - 2.1 The Contractor shall pay the Orderer the stipulated penalty in the case of:
 - 2.1.1 Not meeting the deadline for individual stages of the subject of the contract, specified in §4, – amounting to 0,1% of the gross/net remuneration for a given stage, defined in §5 of this contract, for every day of delay.
 - 2.1.2 The Orderer's withdrawal from the contract for the reasons the Contractor is responsible for – 10% of gross/net remuneration defined in §5 of this contract.
3. In the case the stipulated penalty defined in Clause 2 is calculated, the Orderer reserves the right to deduct the amount from the Contractor's remuneration.
4. The Parties agree that in case the stipulated penalty does not cover the damage suffered or the suffered losses result from circumstances for which the stipulated penalty has not been reserved, each Party to this contract may demand supplementary compensation, based on general principles.

§ 7

Final provisions

1. It is forbidden to make changes in the provisions of the concluded contract with regard to the subject matter of the offer on the basis of which the Contractor has been chosen.
2. In case of dispute concerning the execution of this contract the Parties undertake to exhaust the claim procedure and to settle the dispute out of court.
3. A complaint is lodged by bringing a definite claim to the other Party in writing.
4. Disputes on the execution of this contract will be settled by the court relevant to the seat of the Orderer.
5. In cases not regulated by this contract the provisions of the Civil Code and Public Procurement Law, together with executive regulations to these acts, are applicable.
6. The Contractor cannot, without the written consent of the Orderer, transfer rights and obligations resulting from this contract to third parties.
7. The contract, together with the annex, is made in two copies, one for the Contractor and one for the Orderer.

ORDERER

CONTRACTOR