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**INNOVATIVE ECONOMY**  
NATIONAL COHESION STRATEGY

**EUROPEAN UNION**  
EUROPEAN REGIONAL  
DEVELOPMENT FUND



**The Public Procurement, as Project, is coo-financed by the European Union through the European Regional Development Fund and the state budget, under the Innovative Economy Operational Programme 2007-2013, Project No. POIG.02.01.00-12-213/09 /National Research Centre for Electromagnetic Radiation/ Priority 2. Infrastructure of area B+R Operation 2.1. Development of centres of high research potential**

Krakow, 10<sup>th</sup> September 2014

## **SPECIFICATION**

### **1) Full name (company name) and address of the Purchaser.**

1. Jagiellonian University, ul. Gołębia 24, 31-007 Krakow.
2. Unit assigned to the Tender Procedure:
  - 2.1 Public Procurement Office of the Jagiellonian University, ul. Gołębia 6/2, 31-007 Krakow;
    - 2.1.1 tel. +4812-432-44-50; faks +4812-432-44-51 or +4812-663-39-14;
    - 2.1.2 e-mail: [bzp@uj.edu.pl](mailto:bzp@uj.edu.pl)
    - 2.1.3 website: [www.uj.edu.pl](http://www.uj.edu.pl)
    - 2.1.4 site of announcements and information: <http://zamowienia.uj.edu.pl/ogloszenia.php>

### **2) Contract Award Procedure.**

1. The procedure shall be carried out as a tender from the branch of science, conducted as a procedure to issue a call for tenders, pursuant to the regulations under the Act of 30<sup>th</sup> April 2010 regarding the rules of the science financing (Polish Journal of Laws of 2010, no 96, item 615, as amended) and the Act of 23<sup>th</sup> April 1964 – Civil Code (Polish Journal of Laws of 2014, item 121 as amended).
2. The provisions of the present Specification shall apply to the activities conducted in the contract award procedure carried out by the Awarding entity, hereinafter referred to as the “Purchaser”, and the Interested party, hereinafter referred to as the “Contractor”.

### **3) Description of the Object of Public Procurement.**

1. The Object of the Public Procurement is the selection of a Contractor for the design, delivery and installation of the platform for the end station for the bending magnet beamline at National Synchrotron Radiation Center SOLARIS in Krakow.

- 1.1 All actions related to the performance of the delivery on behalf of the Jagiellonian University (the Purchaser), shall be done by University Synchrotron Radiation Center SOLARIS.
- 1.2 The Public Procurement, as Project, is coo-financed by the European Union through the European Regional Development Fund and the state budget, under the Innovative Economy Operational Programme 2007-2013, Project No. POIG.02.01.00-12-213/09 named: National Research Centre for Electromagnetic Radiation/Priority 2. Infrastructure of area B+R, Operation 2.1. Development of centres of high research potential.
2. The Contractor shall deliver the Object of the Public Procurement to the Purchaser within 16 weeks after signing of a contract, and then install with site acceptance tests (SAT) the object of the contract within 4 weeks after delivery.
3. Before signing of the contract, the Supplier shall deliver a general time schedule of the contract implementation including the following mile stones:
  - 3.1 Completion of the technical design.
  - 3.2 Production and Factory Acceptance Tests.
  - 3.3 Delivery time.
  - 3.4 Installation and SAT at SOLARIS site.
4. The Contractor shall offer at least 12 months warranty on the whole Object of Public Procurement, counting from the date of the receipt. The Supplier shall specify the exact warranty period and warranty conditions in its offer.
5. The Contractor shall provide the lump sum of the bid for the Object of the Public Procurement in the form of individual calculation, taking into account the requirements and provisions of the Specification, in particular stating the separate prices for:
  - 5.1 a design, production and delivery of the object of the contract,
  - 5.2 a platform installation service together with SAT.
6. The Contractor shall offer the Object of the Public Procurement compliant with the requirements of the Purchaser specified in the Specification.
7. The Contractor shall sign and complete the bid form or submit the bid consistent with the content thereof, whereby the contract template, constituting an integral part of the Specification, may be signed and enclosed to the bid by the Contractor.
8. Detailed description of the Object of the Public Procurement including components having the following minimum parameters as well as technical and functional requirements with regards to the entire Object of the Public Procurement:

## **8.1 GENERAL INFORMATION**

- 8.1.1 The subject of the purchase is the design, delivery and installation of the platform for the end station together with required documentation for the bending magnet beamline at National Synchrotron Radiation Center SOLARIS (hereinafter called: Purchaser), together with performing of SAT and installation.
- 8.1.2 The construction mentioned above in the point 8.1.1. will be 3-axis platform, which allowed for precise motion of the end station vertically, horizontally (transversal) using motorized stages. Additionally has to be allowed rough motion along the beam direction (this motion can be manual or motorized).
- 8.1.3 Threads should comply to metric standard.
- 8.1.4 All motor driven motions must be equipped with high duty limit switches and, where necessary, encoders.

- 8.1.5 The vertical and horizontal surveying will be performed during installation process and it is not required any angular motion for platform alignment during normal operation.
- 8.1.6 The platform construction should allow for the operational with load up to 1500kg.
- 8.1.7 Solaris encourages the Contractor during the detailed technical design period to recommend alternate design methods or fabrication and assembly techniques that might improve the quality of the final product, improve performance, expedite schedules mentioned in point 3)3 Specification, etc. However such changes may only be implemented after prior written approval by Solaris.
- 8.1.8 In the offer should be used the following reference frame in which: the X coordinate is along the beam axis pointing from the source towards the experimental station, the Y coordinate is perpendicular to the beam axis, oriented horizontally and pointing outside storage ring (left looking from the source), the Z coordinate defines the vertical direction pointing up.

## 8.2 TECHNICAL REQUIREMENTS OF THE 3-AXIS PLATFORM FOR END STATION

The incoming beam height at the middle-point of the end station chamber will be 1320 mm above the nominal level of the ground floor. The movable platform part should be at least: 1150mm along X axis and 1350mm along the Y axis . The dimensions are specified with accuracy  $\pm 5$ mm. The total height of the platform should not exceed 300mm (from the ground to the top surface of the movable part in the middle of the vertical stroke). Additionally it has to be possible to increase the movable part area along the X axis minimum up to 1650mm, by using additional plate which will be screwed to the movable part from the top (see schematic draw in Figure1) and do not restrict specified stroke along the Y and Z axis. Due to that there should not be any obstacle for the plate installation along the beam axis and in the design period will be defined amount of the threaded holes for its assembly. One should assume maximum 8 threaded holes for M10 screws.

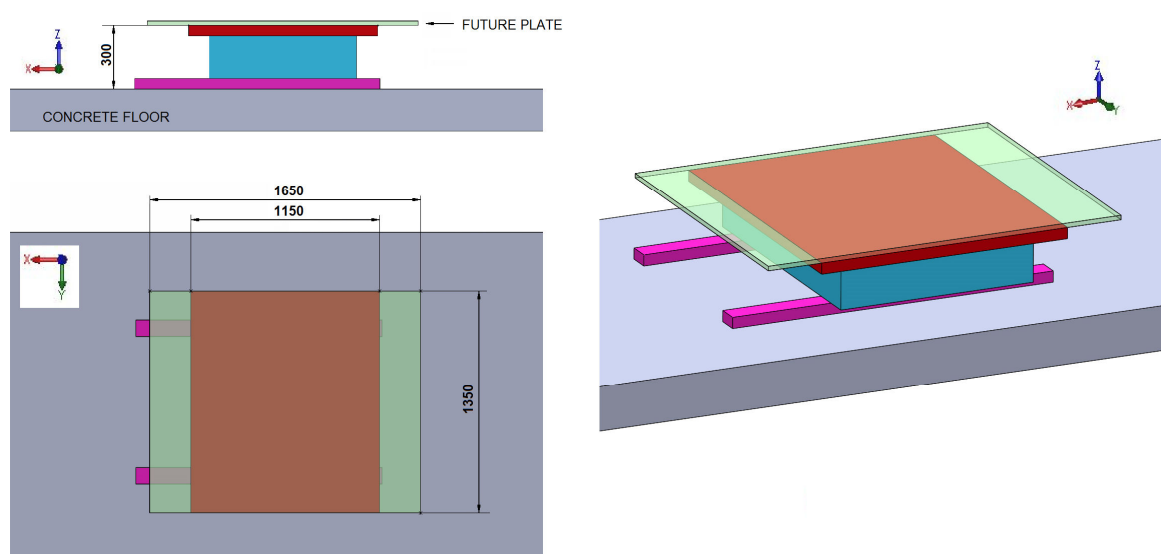


Figure 1: Schematic draw of the 3-axis platform

Mechanical solution will allow the three degree of freedom motion of the movable platform work surface. Vertical motion (Z direction) and horizontal transversal motion (Y direction) of the platform work surface must be controlled and operated by means motorized stages. Motion along beam axis can be either motorized or manual.

Precise limit switches have to be foreseen to limit the travel. Limit-switches have to be of the type normally closed. Linear absolute encoder or encoder plus zero marker position have to be provided for vertical and transversal motion.

The vertical position of the movable platform surface, Z axis, should be regulated with a total linear travel of at least  $\pm 12.5$  mm with a resolution  $\leq 1$   $\mu\text{m}$ .

The transversal position of the platform surface, Y axis, should be regulated with a total linear travel of at least  $\pm 20$  mm with a resolution  $\leq 2.5$   $\mu\text{m}$ .

The horizontal longitudinal position, X axis, should be regulated with a total linear travel of at least  $\pm 375$  mm with a resolution  $\leq 200$   $\mu\text{m}$ .

Summary table for range, repeatability and resolution:

	Motion type	Total stroke	Repeatability	Resolution
Vertical motion	motorized	$\geq 25$ mm	$\leq 2$ $\mu\text{m}$	$\leq 1$ $\mu\text{m}$
Transversal motion	motorized	$\geq 40$ mm	$\leq 5$ $\mu\text{m}$	$\leq 2.5$ $\mu\text{m}$
Longitudinal motion	manual or motorized	$\geq 750$ mm	$\leq 200$ $\mu\text{m}$	$\leq 200$ $\mu\text{m}$

### 8.3 SUPPORT

The support system has to be a vibration-free and stiff. All frame elements must be finished with a powder coating and all surfaces should be protected against corrosion.

### 8.4 MOTORIZATION

The stepper motors must be bi-polar (2-phase) and have to be compatible with the control system Tango and motor controllers IcePAP adopted in the Solaris. The recommended motors and general description of the motor controllers and cables is available in enclosed pdf file "Solaris\_standard\_motion\_control" described in annex A to S (18 pages). This file describes also scope of required deliveries related with motors, controllers and cables depend on applied solution. The IcePAP power supplies and controllers for motors and encoders are not part of the contract.

Limit switches, home switches and encoders of a high duty type must be used. The contractor's choice on these components must be approved by the Solaris.

The Contractor has to provide software for performing FAT, installation and SAT in Solaris for the Contractor use.

Cables for motors, limit switches and encoders should be finished (terminated) using patch panel fixed to the platform frame. The patch panel location will be defined during design period. All cables and plugs should be shielded appropriate.

## 8.5 SURVEYING

Within the platform (on table top surface, components, rails, etc.) a suitable number of threaded holes and flat reference surfaces for surveying targets have to be foreseen used during installation process and during normal operation. Threaded holes should be M6. Nests will be supplied by Purchaser.

The reference points (see Figure 2) must be made in horizontal or vertical flats at the main parts of the platform or pieces hard fixed to it by welding (detachable or movable parts are not permitted). As a rule, 3-5 reference points are provided, which are separated in space as far as possible and not placed in one line. The Tenderer is requested to agree the position of the reference points with SOLARIS. The tolerances of the points to their assigned position should be  $< \pm 0.4\text{mm}$ , this must be verified after the final assembly. The final set of drawings for Purchaser must contain the verified positions.

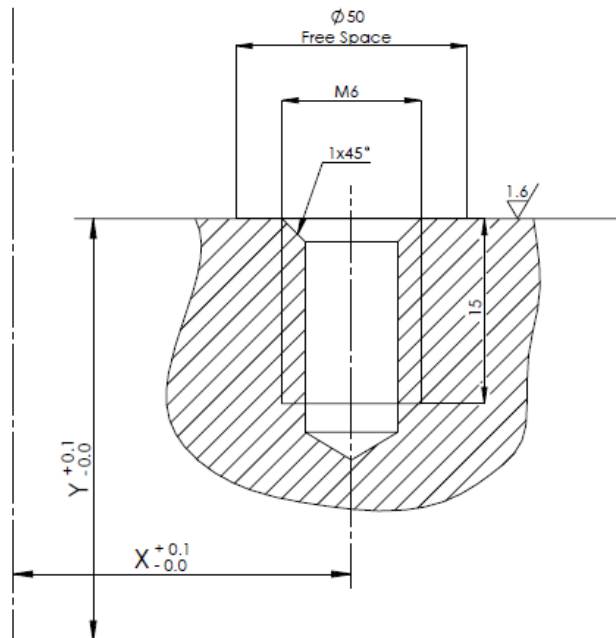


Figure 2: Threaded holes for the reference points

## 8.6 INSPECTION AND TESTING

SOLARIS or its authorized representative shall have reasonable access to the manufacturer,

and to the subcontractors, for the purpose of inspection of progress during all stages of manufacture.

SOLARIS shall be entitled to witness all tests that may be necessary under the terms of this specification, and should be informed about the tests at least 3 weeks in advance.

## **8.7 TESTS**

### **8.7.1 Factory Acceptance Tests**

The following acceptance tests should be made:

- visual inspection
- functionality and dimensional test:
  - total travel movements and limit-switches activation.
  - compliance of resolution, accuracy and repeatability of the movements. It is Contractor's responsibility to choose proper tools to perform required tests.

The tests must be suitably documented, and are inherent part of the required documentation.

### **8.7.2 Site Acceptance Tests**

The following acceptance tests will be made at SOLARIS:

- visual inspection
- functionality and dimensional test:
  - total travel movements and limit-switches activation.
  - compliance of resolution, accuracy and repeatability of the movements. It is Contractor's responsibility to choose proper tools to perform required tests.

The Contractor will perform above mentioned tests (SAT) together with installation.

## **8.8 DOCUMENTATION**

It is responsibility of the Contractor to ensure that the information included in the drawings is correct and complete. Before starting the manufacturing process the Contractor shall deliver to the Purchaser a final design of the platform for the end station and obtain its acceptance. SOLARIS approval will be limited to examination of the drawings with respect to functional suitability of the design and does not influence the Seller's responsibility for the overall performance. On completion of the contract (latest together with delivery of the platform) the Contractor shall supply two hard copies and one soft copy of the assembly drawings and the manual (including technical data, procedures for system assembly, disassembly, maintenance and service). The Contractor shall supply documentation of the stepper motors, mechanics and information about defined girder reduction between motor and active element (platform movable part) allow realization of the control system by Purchaser. The documentation shall by supply latest together with delivery of the platform and the Customer has the right to use this document to develop control system of the platform in optional contractor.

The technical drawings being 3D documentation in electronic version should be delivered as STEP file or compatible with SOLIDWORKS software.

The cost of all drawings and documentation shall be included in the contract.

Documentation includes also:

- user and maintenance manuals of mechanical and electrical components
- electrical schemes of the platform



## **8.9 PROTECTION AND TRANSPORT**

The instrument must be securely supported and contained to prevent damage during transit. All components shall be marked in an appropriate way for easy identification. Included in the bid should be all costs of packing, transportation and insurance.

### **8.10 PURCHASER'S REQUIREMENTS AND ADDITIONAL INFORMATION**

- a) The Bid shall be explicit and comprehensive, i.e. the Bid shall cover the whole range of the Object of the Public Procurement,
  - b) The whole equipment covered in the Object of the Public Procurement shall comply with CE standards.
  - c) The Contractor has to assure that the offered equipment is brand new and has at least the same characteristic and technical parameters to those specified in the Specification.
  - d) The terms and conditions of the Public Procurement have also been contained in the contract template that constitutes an integral part of the Specification.
- 4) Information on how the Contractors shall communicate with the Purchaser, submit letters of declaration and documents; Contact Persons authorized to contact the Contractors.**
1. It is allowed to communicate in writing or by electronic means.
  2. It is recommended to communicate electronically to the following email address: [bzp@uj.edu.pl](mailto:bzp@uj.edu.pl).
  3. Should the Purchaser or Contractor send any documents or information by electronic means, then each Party shall promptly acknowledge the receipt thereof upon request of the other Party.
  4. A person duly authorized to contact the Contractors is:
    - 4.1 as per formal and substantive scope – Wojciech Kochan, tel. number: 0-601-430-990;
    - 4.2 tel. +4812-432-44-50; faks +4812-432-44-51 or +4812-663-39-14;
    - 4.3 e-mail: [bzp@uj.edu.pl](mailto:bzp@uj.edu.pl)
    - 4.4 website: [www.uj.edu.pl](http://www.uj.edu.pl)
    - 4.5 place of publication of announcements and information: <http://zamowienia.uj.edu.pl/ogloszenia.php>
- 5) Preparation of bids**
1. Each Contractor is entitled to submit only one bid that shall cover the whole Object of Public Procurement and shall calculate the total lump sum for the whole Object of the Public Procurement
  2. The Contractor shall enclose to the Bid the technical and/or functional description or the manufacturer's catalogue (indicating in particular the offered type, model, manufacturer, catalogue number, product characteristic and other relevant features), allowing the evaluation of the compatibility of the offered equipment and its parameters with the requirements of the Specification (it is allowed to supply the description in English language version).
  3. The Contractor shall enclose to the Bid the bid form that is filled out and signed.
  4. Should the Bid is signed by a proxy, the Contractor shall enclose the power of attorney to the Bid.
  5. The Bid shall be signed and written in Polish or in English language and submitted in writing or by electronic mail to the address indicated in the Specification.

6. It is recommended that all sheets of the Bid and the Annexes are signed by a person (persons) authorized to make declarations on behalf of the Contractor
7. Not later than at the date of the conclusion of the contract in the branch of science, the interested party may reserve that information related to this contract is a company secret within the meaning of Article 11 paragraph 4 of the Act of 16 April 1993 on combating unfair competition (Polish Journal of Laws 2003 No. 153, item. 1503, as amended), may not be made available.
8. The Purchaser shall not allow for the submission of partial bids.
9. The financial obligations between the Contractor and the Purchaser shall be settled in Polish zloty (PLN), US Dollars (USD) or Euro (EUR) depending on the currency of the chosen bid.
10. In case of submitting Bids in different currencies, i.e. in Polish zloty (PLN), US Dollars (USD) or Euro (EUR), the Purchaser shall convert the values of these Bids into Polish zloty (PLN), for the purpose of evaluation and comparison of the Bids, at the average exchange rate of PLN for this currency, specified by the Polish National Bank at the day of submitting and opening the Bids. The Purchaser informs that with respect to a particular Bid covering the whole Object of the Public Procurement, the Contractor is allowed to submit a Bid only in one of the indicated currencies.
11. The Contractor shall bear all costs related to the preparation and submission of the Bid.
12. In case the Contractor offers the object of the Public Procurement, which delivery to Poland is subject of import customs clearance, the Contractor has to state in its offer **a tariff code of the offered goods.**

**6) Address and the manner, as well as the deadline for submitting and opening Bids.**

1. The Bids shall be submitted to the Public Procurement Office of the Jagiellonian University in Krakow, ul. Gołębia 6/2, 31-007 Krakow, Iip., until 11:00 am on 29<sup>th</sup> September 2014, submitted in writing or by electronic mail to the address [bzp@uj.edu.pl](mailto:bzp@uj.edu.pl) along with the designation allowing the identification of the Contractor and with the indication of the Object of the Public Procurement and Case number by using the following indication: „Bid for the design and delivery of the platform for the end station at the bending magnet beamline at SOLARIS, Case no: CRZP/UJ/N/462/2014”.
2. The notification of the information of the submitted Bids, Bid prices and other relevant elements of the submitted Bids shall be made public and take place on 29<sup>th</sup> September 2014 at 11:05 am in the Public Procurement Office of the Jagiellonian University in Krakow, ul. Gołębia 6/2, Iip., 31-007 Krakow.

**7) Description of a Bid Price Calculation Method.**

1. The Lump Price shall be expressed in Polish currency - zloty (PLN), US Dollars (USD) or Euro (EUR) and calculated on the basis of individual calculation of each Contractor, in particular stating the separate prices for:
  - a design, production and delivery of the object of the contract,
  - an installation services together with SAT.and taking also into account the experience and expertise of the Contractor, as well as all costs that are necessary for the completion of the Object of the Public Procurement (packaging, transport, insurance, FAT, testing and others), taxes, warranty costs at the place of delivery and discounts etc., that the Contractor envisages to grant.
2. The total Lump Sum of the Bid shall be calculated on the basis of the individual calculation of the Contractor and shall be tantamount to the Bid Price provided by the Contractor in the Bid Form.



3. In case the Contractors registered office is established outside the Republic of Poland, for the purposes of evaluation and comparison of the Bids, to the offered prices, the Purchaser shall add tax on goods and services VAT and possible customs (in an appropriate cases), which the Purchaser is obliged to pay in accordance with the applicable regulations
4. The Purchaser allows the possibility to introduce on its request or on the request of the Contractor, the changes in the technical requirements stated in the description of the object of the Public Procurement, during the design or even production phase of the contract, which may improve the quality of the object of the contract or its development to the actual needs of the constructed beamline. In case the introduced changes result in change of the Contractor's remuneration, the Parties will sign a respective annex to the contract, but a possible increase of the price cannot be higher than 20% of the original contract gross value.
5. The Purchaser allows the possibility to pay the Contractor an advanced payment up to 40% of the platform price (without installation and SAT value) after signing of this contract. The payment may only be done upon submission to the Buyer an appropriate invoice together with an irrevocable, paid on the first demand and unconditional bank or insurance guarantee for the same amount. The bank guarantee must be valid up to the end of the next month after the final deadline for the installation and SAT is planned according to the contract.

**8) Description of criteria that the Purchaser shall follow in the selection of a bid with their relevance and methods of bid evaluation**

1. The Purchaser shall select the best bid from among all valid bids submitted in the Procurement, in particular, taking into account in the process of evaluation the criteria such as: price, warranty conditions, performance deadline, technical and functional parameters of the offered Object of the Public Procurement, and eventual additional features or the equipment.
2. Whilst examining and evaluating the bids, the Purchaser shall be entitled to ask the Contractors to provide the explanations to the contents of their submitted bids.
3. The Purchaser shall correct in the content of Bids any obvious misprints and computational errors together with the computational consequences of the corrections made, as well as other errors consisting in non-compliance of the Bid with the provisions of the specification. Any amendments made by the Purchaser shall not cause any significant changes to the content of the bids. The Purchaser shall promptly notify the Contractor whose Bid was corrected.
4. The Purchaser may reject any Bid, in particular, if the Bid is submitted after the deadline of submitting Bids or if the Bid is inconsistent with the specification, or if any relevant circumstances occur resulting the Bid is not compliant with the Acts that are in force.
5. The Purchaser shall cancel the Contract Award Procedure, in particular, if there was no Bid submitted, or if all submitted Bids are rejected, or the price of the best Bid exceeds the amount that the Purchaser may allocate to finance the Object of the Procurement, or if any reasonable circumstances occur, resulting in the invalidity of the public procurement contract from the branch of science
6. The Purchaser shall simultaneously notify all the Contractors who submitted the Bids about the result of the Public Procurement providing the justification.

**9) Information on the formalities that shall be completed and complied with upon the selection of the Bid in order to execute a Contract on Public Procurement.**

1. Before the contract is signed, the Contractor shall submit

- 1.1 a valid copy of a document which attests that it is eligible to enter into legal transactions, i.e. an extract from a relevant registry or an extract from the Business Activity Register (e.g. CEIDG in POLAND), unless the document had already been provided together with the bid at the address and time indicated by the Purchaser (available to view). Where the bid is proposed by several entities acting jointly, this requirement shall apply to each one of them
2. The Purchaser shall promptly place the information regarding the awarding of the contract at the internet website of the Public Procurement Bulletin, providing the information of the company name or the name and surname of the party with whom the contract was concluded, or the information of not awarding the contract

## 10) Contract template.



**INNOVATIVE ECONOMY**  
NATIONAL COHESION STRATEGY

**EUROPEAN UNION**  
EUROPEAN REGIONAL  
DEVELOPMENT FUND



**The order is co-funded by the European Union from the European Regional Development Fund as a project within the framework of the Innovative Economy Operational Programme 2007-2013, (Project no: POIG.02.01.00-12-213/09)**

### CONTRACT

**The present Public Procurement Contract, signed on ....., in .....  
by and between:**

**Jagiellonian University**

**with the seat at ul. Gołębia 24, 31-007 Kraków, Poland (PL),**

**represented by:**

.....

**with the financial countersignature of the Jagiellonian University Bursar.**

**hereinafter referred to as the 'Purchaser';**

**and**

.....

**represented by**

.....

**hereinafter referred to as the 'Contractor'.**

**together called the 'Parties'**

This Public Procurement Contract was concluded according to the art. 4 point 8a of the Act of 29<sup>th</sup> January 2004 on Public Procurement Law (consolidated text: Polish Journal of Laws of 2013, item 907, as amended).

## **§ 1**

### **OBJECT OF THE CONTRACT/OBLIGATIONS**

1. The objective for signing the following Contract is construction of a new synchrotron radiation facility that will be installed in National Synchrotron Radiation Centre SOLARIS, built in Krakow, Poland. The order is co-funded by the European Union from the European Regional Development Fund as a project within the framework of the Innovative Economy Operational Programme, the detailed information about the co-financing are available on the website: [www.poig.gov.pl](http://www.poig.gov.pl)
2. The scope of the Contract covers design, delivery and installation of the platform for the end station for the bending magnet beamline at National Synchrotron Radiation Center SOLARIS (hereinafter called: SOLARIS) in Krakow. A detailed description of the Object of the contract is contained in the Specification of the purchase (hereinafter called Specification) and the Contractor's offer.
3. The Purchaser orders and the Contractor undertakes to carry out all indispensable activities for the completion of the Object of the contract, described above.
4. The Contractor declares that the Object of the contract shall be manufactured using the highest quality materials and the highest workmanship's standards, within specified deadlines and maintained due diligence, having regard the professional character of its business activity and in accordance to the technical specification being part of the Specification and the Contractor's offer.
5. The Contractor declares that his knowledge, experience, and resources are sufficient to accomplish the Object of the contract.
6. The Purchaser's authorized representatives has the right to visit the Contractor's premises and/or production plants, including the subcontractor's premises, at any time during the manufacturing process in order to make its control. The Contractor shall inform the Purchaser about planned FAT deadline at least 3 weeks before it starts.
7. The integral part of this contract is Specification documentation and the Contractor's offer.

## **§ 2**

### **DECLARATION OF INTENT**

The Parties understand that ongoing development and changes in synchrotron technologies may create new situations neither described nor expressly regulated in this Contract, which may have an impact on the contract realization. As soon as such a situation occurs, the Parties will strive for mutual adjustment during the Contract period in order to fulfil changes in needs and demands of the other Party. The following Contract bases on the mutual trust between the Parties.

## **§ 3**

### **APPLICABLE CURRENCY AND CONTRACT VALUE**

1. For delivered and accepted Object of the contract of the Contract, the Purchaser shall pay the Contractor, the total lump sum of ..... net, plus value added tax (VAT) in the rate of ..... % and in the amount of ....., which sum to the total lump sum of ..... gross, according to the following:
  - ..... net for the design, manufacturing and delivery of the platform for the end station to the Purchaser,
  - ..... net for the installation and SAT of the platform at SOLARIS site.

2. In case of the Contractor with the seat outside the territory of Poland, and when the delivered therein Object of the contract, according to the applicable law is not subjected to customs clearance in Poland, the Purchaser shall pay only the net price, and the Value Added TAX (VAT) related to this contract shall be paid by the Purchaser to the appropriate Tax Office in Poland.<sup>1</sup>
3. In case the Contractor which has its registered office established outside the Republic of Poland, and when the delivered therein Object of the contract, according to the applicable law, has to be subjected to customs clearance in Poland the Purchaser shall pay only the net price, and the customs together with Value Added TAX (VAT) related to this contract shall be paid by the Purchaser during customs clearance.<sup>2</sup>
4. The remuneration specified in sec. 1 include all payments due to the Contractor, in particular all the license fees the Contractor will have to pay to the third parties, work preparation, packaging costs, safe transportation, insurances, documentation, Factory Acceptance Test, Site Acceptance Test, warranties, export customs duties in the Contractor's country and all other costs that the Contractor have to bear in order to fulfil the Contract.

#### **§ 4**

##### **TIME SCHEDULE AND DELIVERY TERMS**

1. The contract shall be implemented in the following phases:
  - 1.1 Completion of the technical design of the platform and its delivery to the Purchaser for acceptance. The Purchaser shall verify a delivered technical documentation within 2 weeks from its submission and send a written acceptance of the design (via post or e-mail), or refusal of acceptance and its remarks to the documentation. Only after a written acceptance of the design by the Purchaser will be submitted to the Contractor, the production may start. The Purchaser's approval will be limited to examination of the design documentation and functional suitability of the design with respect to the requirements defined by the technical specification included in Specification and does not influence the Contractor's responsibility for the overall performance.
  - 1.2 Production, Factory Acceptance Tests and delivery of the platform to the Purchaser within 16 weeks from the signing of the contract.

The Contractor shall send a written report via e-mail confirming successful completion of FAT within 7 calendar days from its end. The Purchaser shall send a written acceptance of FAT report or refusal of acceptance with comments, within 7 days from its submission. Delivery of the subject of the contract may only start after the Purchaser's acceptance of the FAT report. At the time of delivery, the Contractor shall also deliver a written FAT report signed by its representative and marked with company stamp.
  - 1.3 Installation and completion of Site Acceptance Tests (SAT) of the Object of the contract by the Purchaser within 4 weeks from delivery.
2. The general time schedule of the contract realization including the mile stones as in the sec. 1 above is attached to this contract.
3. Delivery shall be done at following address:

National Synchrotron Radiation Center SOLARIS  
Ul. Czerwone Maki 98, 30-392 Krakow.

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<sup>1</sup> If applicable.

<sup>2</sup> If applicable.

4. Delivery of the Subject of Contract shall be DAP Krakow (Delivered At Place) in accordance with Incoterms 2010, however, unloading shall be done by the Purchaser. The Contractor shall ensure delivery in a track equipped with a lift allowing unloading of the platform on ground level.
5. In case the delivery has to pass through customs clearance, the Contractor shall organize and cover the cost of an appropriate customs agency, as well as ensure the transport from customs clearance to the SOLARIS building. The customs duty and VAT tax shall be paid by the Purchaser.
6. The Purchaser informs that as a scientific institution has the right to ask for exemption from import customs duties in Poland with respect to the object of this contract. Therefore during customs clearance or before it, the customs agency mention in sec. 6 above has to ask an appropriate customs office for the customs exemption on behalf of the Jagiellonian University.
7. The Object of the contract must be delivered in an appropriate package which secures its contents against damages during transportation.
8. At the time of delivery, the Contractor is also obliged to provide the following documents:
  - a. The final design documentation approved by the Purchaser.
  - b. List of the delivered devices and its quantity, including in particular: proper name of the Apparatus, manufacturer, year of manufacture, serial number, characteristic operational parameters,
  - c. guarantee cards, manual/maintenance instruction in Polish or English language.
  - d. approvals, certificates, declarations of conformity, and other documents required under the SIWZ.

## § 5

### CONTACT PEOPLE

1. The contact person on behalf of the Contractor shall be: ....., e-mail: ....., mobile .....
2. The contact person from the Purchaser's site shall be SOLARIS employee: ....., e-mail: ....., phone: .....

## § 6

### TERMS OF PAYMENT

1. The remuneration specified in § 3 sec. 1 shall be paid in instalments in a following way:
  - 1.1 A First instalment for the amount of ..... (*a value of the design, manufacturing and delivery of the platform*), shall be paid after delivery to the Purchaser of the Object of the contract, confirmed with a protocol signed without any objections by the Purchaser,
  - 1.2 A second instalment for the amount of ..... (*a value of the installation and SAT*) shall be paid after successful installation and SAT by the Contractor, confirmed with a protocol signed without any objections by the Purchaser.
2. The Purchaser allows the possibility to pay the Contractor on its request an advanced payment up to 40% of the platform price stated in the § 3 sec. 1 (without installation and SAT value).



3. The advanced payment may only be done upon submission to the Buyer an appropriate invoice together with an irrevocable, paid on the first demand and unconditional bank or insurance guarantee for the same amount. The bank guarantee must be valid up to the end of the next month after the final deadline for the installation and SAT is planned according to the contract. In case the contract realization is postponed, the Contractor has to postpone a validity of the submitted guarantee accordingly and at no costs to the Purchaser.
4. The payment as in the sec. 1 points 1.1 and 1.2 shall be done within 30 days of delivery of the properly issued invoice to the Purchaser under the condition that the delivery protocol will be signed by the Buyer.
5. The advanced payment shall be paid within 14 days after delivery of an invoice with a proper guarantee as above.
6. The remuneration due to the Contractor shall be paid from the Purchaser's bank account to the Contractor's bank account indicated on the invoice.
7. The place of payment shall be the Purchaser's bank.
8. If the Contractor will not fulfil its obligation under the following contract, especially, if the delivered object of the contract will not meet the contractual requirements, the Purchaser may activate the guarantee as in the sec. 3 above, withdrawing the appropriate amount according to its consideration. The Purchaser shall return the bank guarantee within 14 days after the successful completion of SAT or within 14 days after the deadline for completion of the SAT.

## § 7

### TERMS OF INVOICING

1. The Purchaser is a value added tax (VAT) payer, and its NIP (Tax Identification Number) is: PL 675-000-22-36.
2. The Contractor is/is not a value added tax (VAT) payer in the territory of the Republic of Poland and its VAT registration number is: .....
3. On the invoice, as the Purchaser, shall be indicated:  
Uniwersytet Jagielloński  
ul. Gołębia 24, 31-007 Kraków  
Tax Identification Number: PL 675-000-22-36
4. On the invoice, the Contractor, shall also indicate the formula of supply: DAP Krakow and the payment due deadline.
5. The invoices shall be submitted in a written form as a hard copy, on the address indicated in the § 11 sect. 2 letter a of the contract..

## § 8

### WARRANTY

1. The Contractor undertakes to deliver the Object of the contract with no faults and defects. The warranty covers both defects resulting from causes inherent in the Object of the contract at the time of delivery to the Purchaser and any other physical defects, for which the manufacturer or the Contractor is responsible for, provided that the defects occur within the warranty period stated below.
2. The Contractor ensure that the delivered Object of the contract shall be covered by warranty valid for ..... months from the date of successful completion of SAT.
3. The Purchaser undertakes to comply with the conditions of exploitation specified in the warranty cards and/or manual instruction provided by the Contractor.
4. The Purchaser shall promptly notify the Contractor in writing or by e-mail/fax of any

defect that has appeared in the Subject of Contract.

5. If defects, are found in the delivered Object of the contract, the Contractor shall immediately repair or exchange the faulty element at no costs to the Purchaser. The warranty services shall be completed as quickly as possible, but not later than within 1 month after the date of notification, unless it is objectively impossible. In such a case the Parties will agree another fair deadline.
6. In case of warranty, all repairs shall take place at the Purchaser's premises in Krakow with no additional costs and risks for the Purchaser. If warranty service is impossible to perform on the place mentioned above, the Contractor shall cover all costs connected to it, in particular the costs of disassembly of faulty element, transport and re-assembly. In case of subsequent failure of the element which had been already a subject of repair, the Contractor is obliged to replace it for a new one free of charge.
7. If, the Contractor does not fulfil his obligations within the deadlines referred in the sec. 5 above, the Purchaser may point out in a written form, a suitable at his discretion day for completion of the Contractor's warranty obligations. If the Contractor fails to fulfil his obligations within a new final time, the Purchaser is entitled to demand a price reduction to the impaired value of the faulty element respectively, or to rectify the fault at the expense of the Contractor.
8. The warranty services may be provided only by the manufacturer or its authorized service or persons, at the expense of the Contractor.
9. The warranty period for each part of the Object of the contract stated in sec. 2, shall be automatically extended by a period of repair, i.e. the time between the notification of the breakdown or defect and the time when the defect is remedied (either by repair or by replacement of an element).

## **§ 9**

### **LIABILITY TOWARD THIRD PARTIES**

1. The Contractor is fully responsible for compensating personal injuries and material damages that may arise also to third parties and which are caused by the Contractor in conjunction with the execution of this Contract.
2. The Contractor declares that it has a valid civil liability insurance covering its legal liability in respect to responsibilities resulting from its business activities.

## **§ 10**

### **SUBCONTRACTORS**

1. The Contractor shall be liable for actions and omissions of subcontractors to the same extent as for its own actions and omissions.
2. Subcontracts for fabrication of the Object of the contract shall not alter the Contractors obligation towards the Purchaser, resulting from the Contract.

## **§ 11**

### **CORRESPONDENCE**

1. Any correspondence between the Parties shall be made in writing or via email.
2. All correspondence shall be made to the below-listed addresses of the Parties:
  - a) National Synchrotron Radiation Center SOLARIS  
ul. Czerwone Maki 98  
30-392 Krakow, Poland
  - and
  - b) .....
3. The Parties undertakes to inform each other by a registered letter about any change of its

address within 7 days from the change of it, otherwise the correspondence sent on the last known address shall be deemed as delivered.

## **§ 12**

### **TRANSFER OF THE CONTRACT**

1. Neither this Contract nor other rights and obligations hereunder shall be assigned or otherwise transferred to a third party by one Party without prior written consent of the other Party. In particular, the Contractor is not entitled to transfer its claims arising from this contract to third parties without the prior written consent of the Purchaser.
2. The Contractor is has to receive a written consent of the Purchaser for transferring of its rights and obligations resulting from this contract also in case of change of the legal form of the Contractor.

## **§ 13**

### **CONTRACTUAL PENALTIES**

1. The Parties reserves the right to count and demand contractual penalties for the improper or inconsistency with the contract terms, performance of the contractual obligations.
2. The Contractor, shall pay the Purchaser a contractual penalty in following cases:
  - a. withdrawal from the contract due to reasons independent from the Purchaser, in the rate of 10% of the total contract price net according to the § 3 sec. 1 of the contract.
  - b. delay in delivery of the Object of the contract longer than 7 days, in the rate of 0,1% of total contract price net as in the § 3 sec. 1, counted for each day of delay from the delivery deadline stated in the § 4 sec. 1. point 1.2, but not more than 20% of total contract price net. Delay in delivery means also delivery of the object of the contract which does not meet the requirements specified in the contract or does not work properly.
  - c. delay in removal of defects found during the warranty/statutory warranty period, in the rate of 0.1% of the total contract price net as in the § 3 sec. 1, for each day of delay calculated from the deadline date as determined in accordance with § 8 of the contract, but not more than 20% of total contract price net.
3. The Purchaser reserves the right to demand compensation on the basis of general rules of Civil Code, over the contractual penalties.
4. The Purchaser has the right to deduct the eventual penalties from an invoice which has to be paid.
5. The Contractor may count the contractual penalty and the Purchaser is obliged to pay it, in case of the withdrawal from the contract by the Contractor due to exclusive fault of the Purchaser, in the rate of 10% of the total contract price net, as in the § 3 sec. 1.
6. On demand of the Contractor, the Purchaser shall pay the contractual penalty in annual rate of 10% of the remuneration which was not paid on time according to the § 7 sec. 4,
7. If the Contractor finds that the agreed time of delivery cannot be met (or appears unlikely to be met), then the Contractor must promptly notify the Purchaser about this circumstances. In this situation Parties shall agree a new date of delivery, but the Purchaser still reserves his right to claim contractual penalty for the delay.

## **§ 14**

### **REVOCATIONS**

1. Apart from the situation regulated in Civil Code, the Purchaser may withdraw from the Contract within 30 days in case of being informed of the occurrence of the following circumstances:
  - a) in case of the initiation of bankruptcy proceedings against the Contractor;

- b) in the case when the Object of the contract delivered by the Contractor does not meet the contractual requirements or when the delay in delivery is longer than 14 days, and in an additional given by the Purchaser deadline not shorter than 7 days, the Contractor does not fulfil its contractual obligation.
2. The Contractor is not entitled to compensation for withdrawing from the contract by the Purchaser due to fault of the Contractor.
  3. Withdrawing from the contract shall be in writing under pain of nullity of such a statement and shall include a justification.
  4. In the case of withdrawal, the Parties retain the right to demand contractual penalties.
  5. The party which intends to invoke/plead the circumstances described above must notify the other party immediately in writing.

## **§ 15**

### **FORCE MAJEURE**

1. In the event of a Party being prevented from fulfilling all the obligations under this Contract due to events over which the Party has no control and which the Party could not reasonably have been expected to foresee (force majeure), the Party shall be exempted from all liabilities, including damages, or permitted to reschedule the said assignment.
2. Provisions listed in sec. 1 apply in cases when fulfilling the obligations resulting from this Contract is impossible due to force majeure affecting subcontractors of any of the Contractor.
3. In the event of the Contract agreement being impeded due to force majeure in any significant manner for a period of more than two (2) months, a Party may unilaterally submit notification of Contract termination without liability for any cost whatsoever.
4. If the conditions listed in sec. 1 exist and this clause comes into effect, the opposite Party must be notified without undue delay.

## **§ 16**

### **INFRINGEMENT OF COPYRIGHT AND PATENTS**

1. The Contractor declares that to his best knowledge fulfilment of his obligations under this Contract do not infringe third parties' IP rights.
2. The Contractor is responsible for and shall bear all the costs arising from any infringements of copyrights, patent rights or other intellectual property rights which may result from the obligations the Contract covers, and which do not result from the Purchaser's negligence.
3. If delivered equipment is altered without the Contractor's approval, the Contractor cannot be responsible for patent or copyright infringement claims related to unapproved changes.
4. The Contractor under remuneration and on the date of its payment, allows the Purchaser to use any documents submitted within this contract, without any restrictions to the territory, time and number of copies, for the purposes connected with daily operation, servicing, eventual post warranty repairs and other repairs of the subject of the Public Procurement; in particular:
  - any recording and reproduction, copy to the memory of computers and servers of computer networks;
  - reproduction by printing or recording on magnetic media in an electronic form,
  - use in whole or in part, and combine with other works, the development by adding equal parts, updating, modification, translation into different languages

## **§ 17**

### **DISPUTES**

1. Disputes that may arise from the execution of this Contract shall be solved in an amicable way.
2. If an agreement cannot be established in a manner listed in sec. 1, all disputes resulting from this Contract shall be subject exclusively to the Polish court competent for the Purchaser's place of residence.
3. Eventual invalidity of one or more of the contract's provision, does not affect the validity of the contract as a whole. If such a situation occurs, the Parties will strive to replace an invalid part of the contract with a new provision which is coherent with the objectives of this contracts and its other provisions.
4. In matters not stipulated herein, the Polish law apply, in particular, the act of 23<sup>rd</sup> April 1964 – Civil Code [*Polish Journal of Laws of 1964, No. 16, item 93 as amended*]).

## **§ 18**

### **CHANGES AND SUPPLEMENTS**

1. Changes and supplements to the current Contract may only be made through a written document under pain of nullity, and signed by authorized representatives from both the Purchaser and the Contractor.
2. The Parties allows the possibility to change the contract through the appropriate annex, with retaining the unchanged price, in following situations:
  - a. amendment to the deadline for the performance of the contract, by its reduction in case of mutual agreement of the Parties,
  - b. amendment to the deadline for the performance of the contract, by its extension due to reasons attributable to the Purchaser, but not longer than up to 2 months, in particular the need to extend the duration of the project to build a synchrotron;
  - c. amendment to the deadline for the performance of the contract, by its extension due to any other reasons not attributable to the Parties and resulting from the occurrence of events caused by force majeure;
  - d. extension of the warranty time limit – pursuant to its extension by the manufacturer/Contractor;
  - e. renovation solutions due to technological progress or changes in applicable laws.
3. The Parties allows the possibility to change the contract through an appropriate annex, including increase of the contract value but not more than 20% of its original gross amount. It may only be done on the Purchaser's request or on the request of the Contractor, when the changes in the technical requirements stated in the description of the object of the Public Procurement, are introduced during the design or production phase, which improves the quality of the object of the contract or its development to the actual needs of the constructed beamline.

## **§ 19**

### **SIGNING OF THE CONTRACT**

1. This Contract shall be valid from the date on which both Parties have signed the Contract.
2. The Contract has been written in four copies - two in Polish and two in English and each Party receives one copy in each language. In case of translation discrepancy, the polish version prevails.

.....  
The Purchaser

.....  
The Contractor



## **BID FORM**

The Purchaser – **Uniwersytet Jagielloński (Jagiellonian University)**

**ul. Gołębia 24, 31 – 007 Kraków;**

Unit assigned to this Tender Procedure – **Dział Zamówień Publicznych UJ  
(Public Procurement Office of the JU)  
ul. Gołębia 6/2, 31-007 Kraków**

\_\_\_\_\_  
Name (company) of the Contractor –

.....,  
Registered office address –

.....,  
Mailing address –

.....,  
Tel. - .....; fax - .....

E-mail: .....

NIP<sup>3)</sup> - .....; REGON<sup>4)</sup> - .....

With reference to the announced invitation for selection of a Contractor for the design, delivery and installation of the platform for the end station for the bending magnet beamline at National Synchrotron Radiation Center SOLARIS in Krakow, we hereby submit the following Bid:

- 1) we offer the performance of the entire Object of the Contract, for the sum net price: ..... (PLN, USD, EUR)\*, and with due VAT at the rate of .....\*%, for the gross standard price: .....(PLN, USD, EUR)\* (in words: ..... (PLN, USD, EUR)\*).
- 2) We offer the deadline for the completion of the Object of the Public within 16 weeks after signing of a contract, and then installation with site acceptance tests (SAT) within 4 weeks after delivery, taking into account the provisions the Specification and the contract template,

.....  
(stamp and signature of a person authorised to make declarations  
of intent on behalf and in the name of the Contractor)

<sup>3)</sup> NIP – Tax Identification Number

<sup>4)</sup> REGON No.: Polish National Business Registry Number



- 3) We offer the payment deadline up to 30 days, counting from the date of the delivery of the invoice (14 days in case of advanced payment invoice), respectively to requirements specified in the Specification,
- 4) We declare that we are familiar with the specification and we consider ourselves bound by the terms and conditions thereof, as well as by the rules of conduct and the essential terms of the contract (contract template) contained,
- 5) We declare that we consider ourselves bound by this Bid for the period of 30 days from the date of the opening of the Bid
- 6) We declare that we offer the Object of the Public Procurement that is compliant with the requirements and provisions specified by the Purchaser in the specification, and to confirm that we enclose technical and/or operation description, or producer's catalogue (indicating in particular: offered type, model, name of producer, catalogue number, product characteristic and other important information), allowing the verification of the compliance of the equipment and its parameters with the requirements specified in the Specification.
- 7) we offer the warranty services for .....months. The detailed terms and conditions of warranty services are attached to this offer.
- 8) The Bid consists of .....\* numbered sheets.

**Attention! A space dotted out and/or marked with a '\*' in the draft of the Bid Form and drafts of its Annexes shall be either filled out or crossed off by the Contractor in accordance with their content.**

In ....., on ..... 2014

.....  
(stamp and signature of a person authorised to make declarations  
of intent on behalf and in the name of the Contractor)