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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 16th December 2014

The specification and invitation to submission of the offer, hereinafter called “The invitation” or “I”

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
 - 2.1.3 website: 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 30th April 2010 regarding the rules of the science financing (Polish Journal of Laws of 2014, item 1620, as amended) and the Act of 23th 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 responsible for production and delivery of 2 (two) identical connecting tapers, which provide elastic

connection between the undulator chamber of the UARPES beamline and the SOLARIS synchrotron ring.

- 1.1 All actions related to the performance of the delivery on behalf of the Purchaser, shall be done by University Synchrotron Radiation Center SOLARIS.
- 1.2 The Public Procurement, as Project, is co-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 8 weeks after signing of the contract. The exact terms and deadlines are specified in the contract template as below.
3. The Contractor shall offer at least 24 months warranty on the whole Object of Public Procurement, counting from the date of the receipt.
4. 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.
5. The Contractor shall offer the Object of the Public Procurement compliant with the requirements of the Purchaser specified in the Specification.
6. 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.
7. Detailed description of the Object of the contract for connecting tapers, for UARPES beamline.

The SOLARIS synchrotron is a compact 3rd generation light source, based on a 1.5 GeV storage ring, presently in construction at the National Synchrotron Radiation Center in Krakow. It will have an emittance of 6 nmrad and will operate at maximal stored current of 500 mA. The magnetic lattice consists of 12 double-bend achromats (DBA) where each DBA cell is integrated into one solid iron block. Twelve 3.5 m long straight sections are designed, of which ten will be available for installation of various insertion devices. APPLE-II type undulators will be used for variable polarised light production. The UARPES beamline will be a specialized research installation for angle resolved photoelectron spectroscopy (ARPES) within the SOLARIS facility.

7.1 The scope of the manufacturing contract for connecting tapers, for UARPES beamline

The subject of the contract is manufacturing and delivery of two identical connecting tapers. The role of the tapers is to provide elastic connection between the undulator chamber of the UARPES beamline and the SOLARIS synchrotron ring. The tapers have to be built according to UHV and RF standards assumed for synchrotron rings. Executive design drawings attached to this Invitation contain complete design of the tapers as well as construction instructions and material descriptions which warrants the fulfillment of above mentioned standards. Contractor has to manufacture the tapers exactly as it is indicated in the attached drawings. Use of certificated construction materials is obligatory. The certificates of used materials shall be submitted to the Buyer at the latest together with delivery.

The following tests must be performed by the Contractor at the factory (FAT) regarding the manufactured objects :

- Accuracy check: dimensions of the manufactured objects have to be confirmed as accurate within limits indicated by general tolerances and deviations from angular dimensions listed in the attached design drawings.

- Leak test and Ultra High Vacuum test: a leak test and Ultra High Vacuum test of vacuum chambers, valves and vacuum bellows, have to be performed according to the attached document "Manufacturing and Cleaning Guidelines for UHV devices 2013/SOLARIS/06".

7.2 Requirements for procurement of the object of the contract

The Contractor has to manufacture the tapers according to the rules defined in the attached document *Manufacturing and Cleaning Guidelines for UHV devices 2013/SOLARIS/06*. The use of cutting fluids and lubricants that may cause contamination of machined surfaces is not permitted. CNC turning, milling, drilling and EDM machines must be used for production. The EDM machines must have thermo-stabilized basements.

7.3 Appendixes:

1. Appendix A: the executive drawings – 24 pdf files packed in one ZIP:

14284-1-00.pdf
14284-1-01.pdf
14284-1-02.pdf
14284-1-03.pdf
14284-1-04_1.pdf
14284-1-04_2.pdf
14284-1-05.pdf
14284-1-06.pdf
14284-1-07.pdf
14284-1-09.pdf
14284-1-10.pdf
14284-1-11.pdf
14284-1-12.pdf
14284-1-13.pdf
14284-1-14.pdf
14284-1-15.pdf
14284-1-16.pdf
14284-1-17.pdf
14284-1-18.pdf
14284-1-19.pdf
14284-1-20.pdf
14284-1-22.pdf
14284-1-23.pdf
14284-1-25.pdf

ATTENTION. In the executive drawings the CF-63 and CF-100 vacuum ports

are drawn with an error as coaxial. The tapers have to be manufactured according to the drawing 14284-1-00A.stp, that is in such a way that the port CF-63 and CF-100 main axes are shifted one from another by 4.15 mm.

2. Appendix B: STEP file 14284-1-00A.stp with a complete 3D project of the connecting tapers.
3. Appendix C: Manufacturing and Cleaning Guidelines for UHV devices 2013/SOLARIS/06 (1 pdf file including 16 pages).

7.4 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) Requirements regarding the Contractor's experience and technical capacities:

4.1 Requirement concerning the Contractor expertise in production of similar devices. A company must attach to the bid a list of at least 3 delivered similar devices and references from their customers, for all these devices.

The contractor has to prove that he manufactured at least 3 similar devices, that is UHV connecting elements or UHV chambers, and at least one of these devices has to contain an RF bellows, and at least one a UHV transition taper smoothly connecting two channels having different shapes on their cross sections, for example connecting an elliptical shape with a polygon shape.

4.2 Requirement concerning the infrastructures in disposition of the Contractor. A company must attach to the bid form a list of the instruments/apparatus it is equipped with, and the following information: name, make, model, formal basis to dispose (e.g. ownership, renting, leasing, lending).

4.2.1 The Contractor must have in his disposition the following instruments:

- A metrology room for the dimensional control of the machined parts.
- A profilometer having a continuous profile scan
- Instrumentation to run bake out (internal surfaces of tapers have to be in high vacuum) at 250 C for 24h, equipped with a RGA that covers at least a mass spectrum between 1 and 80 AMU.
- Oil free He Leak Detector, with a min. sensitivity of 5×10^{-12} atmcc/s
- Calibration device for the Leak detector giving a calibrated leak in the range of 10^{-8} mbar l/s
- Rugosimeter

4.2.2 The Contractor must have in his disposition following cleaning apparatus for UHV technology:

- Ultrasonic cleaning tank, with a heater reaching 60 C
- Drying oven
- Oil-free furnace with dry pumping for the bake-out of the pieces up to 250 C,

equipped with a spectrometer for RGA measurements (min 80 AMU) and cold cathode gauge.

- 4.2.3 The Contractor must have in his disposition a device for the components packaging and sealing in airtight containers in an inert nitrogen atmosphere.

5) 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.
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. Before placing a bid, the Contractor may send to the Purchaser its remarks or suggestions of changing the terms and conditions the Invitation. When it is reasonable, the Purchaser taking into account the Contractor's remarks or suggestions, may decide to change terms and conditions of the Invitation or extend the deadline for placing the bids.
5. A person duly authorized to contact the Contractors is:
 - 5.1 as per formal and substantive scope – Wojciech Kochan, tel. number: 0-601-430-990;
 - 5.2 tel. +4812-432-44-50; faks +4812-432-44-51 or +4812-663-39-14;
 - 5.3 e-mail: bzp@uj.edu.pl
 - 5.4 website: www.uj.edu.pl
 - 5.5 place of publication of announcements and information: <http://zamowienia.uj.edu.pl/ogloszenia.php>

6) 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. Should the Bid is signed by a proxy, the Contractor shall enclose the power of attorney to the Bid.
3. 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.
4. 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
5. 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.
6. The financial obligations between the Contractor and the Purchaser shall be settled in Polish zloty (PLN) or Euro (EUR) depending on the currency of the chosen bid.
7. In case of submitting Bids in different currencies, i.e. in Polish zloty (PLN) and Euro (EUR), the Purchaser will 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.

8. The Contractor shall bear all costs related to the preparation and submission of the Bid.
9. 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.**
10. Submitting a bid the Contractor declares that he offer to deliver the subject of the order according to the Purchaser's requirements stated in this invitation with its appendixes.

7) 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 22nd December 2014, submitted in writing or by electronic mail to the address 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 delivery of 2 tapers for ARPES beamline at SOLARIS in Krakow, Case no: CRZP/UJ/N/640/2014”.
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 22nd December 2014 at 11:05 am in the Public Procurement Office of the Jagiellonian University in Krakow, ul. Gołębia 6/2, Iip., 31-007 Krakow.

8) Description of a Bid Price Calculation Method.

1. The Lump Price shall be expressed in Polish currency - zloty (PLN) or Euro (EUR) and calculated on the basis of individual calculation of each Contractor, 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 valorization of an offered price is not allowed. It means that the offered price is a lump price for the entire subject of the order.
5. No prepayments or advanced payments are allowed. The payment terms and conditions are stated in the contract draft below.

9) 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.

10) 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

11) 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 pursuant to the regulations under the Act of 30th April 2010 regarding the rules of the science financing (Polish Journal of Laws of 2014, item 1620, 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
2. The scope of the Contract covers production and delivery of two (2) connecting tapers, which provide elastic connection between the undulator chamber of the UARPES beamline and the SOLARIS synchrotron ring. A detailed description of the Object of the contract is contained in the Invitation to submission of offers (hereinafter called Invitation) with its appendixes.
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 Purchaser's requirements stated in the Invitation 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 integral part of this contract is the Invitation to submission of the offers 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.
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.¹

¹ If applicable.

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.²
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, warranties, customs duties and all other costs that the Contractor have to bear in order to fulfil the Contract.

§ 4

TIME SCHEDULE AND DELIVERY TERMS

1. The object of the contract shall be delivered to the Purchaser's site at the address: ul. Czerwone Maki 98, 30-392 Kraków within 8 weeks after signing the contract.
2. The Purchaser has the unilateral right to extend the delivery deadline of the object of the contract up to 31st March 2015 maximum, in case of his justified needs resulted from construction of SOLARIS synchrotron.
3. Delivery of the Subject of Contract shall be DDP Krakow (Delivered Duty Paid) in accordance with Incoterms 2010.
4. The Object of the contract must be delivered in an appropriate package which secures its contents against damages during transportation.
5. Not later than at the time of delivery, the Contractor is also obliged to provide the guarantee cards, manual/maintenance instruction in Polish or English language, materials certificates required in the Invitation for submission of the offers, and other required documents.
6. The delivery shall be considered as completed after the Purchaser's examination of the delivered goods with requirements stated in the Invitation and the Contractor's offer, confirmed through an acceptance protocol signed by the Purchaser. The examination as above will be completed not later than 3 days after delivery.

§ 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 after delivery of the object of the contract to the Purchaser, confirmed with a delivery protocol signed without reservation by the Purchaser.
2. The payment as in the sec. 1 shall be done within 30 days of delivery of the properly issued invoice to the Purchaser. The basis to issue an invoice is the delivery protocol signed without reservations by the Purchaser.
3. 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.
4. The place of payment shall be the Purchaser's bank.

² If applicable.

5. 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 withhold the part or entire payment.

§ 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: DDP Krakow and the payment due deadline.
5. In case the Contractor has its seat outside territory of Poland, a tariff code and net weight of the delivered goods must be also stated on the invoice.
6. The invoices shall be submitted in a written form as a hard copy, on the address indicated in the § 12 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 delivery according to the § 4 sec. 6 of the contract.
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 start a respective warranty action within 3 working days (i.e. without Saturdays, Sundays and public holidays in Poland) from notification of the fault. The warranty services shall be completed within 3 weeks from notification of the fault. If it is objectively impossible to complete a warranty service within deadline as above, the Parties appoint a new fair deadline, but not longer than 6 weeks. If the repair is not possible the Contractor shall provide a new taper.
6. The warranty services may be provided only by the manufacturer or its authorized service or persons, at the expense of the Contractor.
7. 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
8. If warranty service is impossible to perform at the Purchaser's premises in Krakow, the Contractor shall cover all costs connected to it, in particular the costs of disassembly of faulty element, transport and re-assembly etc..

9. If, the Contractor does not fulfil his obligations within the deadlines as above, the Purchaser may remedy the fault at the expense and risk of the Contractor, retaining also all his other rights under this contract. In such a case the another contractor may be used to remedy the fault and the Contractor has to cover an incurred costs within 14 days after the respective notification supported with a proof of payment will be handed to him.
10. 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, Polandand
 - 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 Contractor, shall pay the Purchaser a contractual penalty in the following cases:
 - a. withdrawal from the contract by the Purchaser or the Contractor due to reasons attributed to the Contractor, in the rate of 10% of the total contract price net as in 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 0,5% 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., but not more than 10% 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 0.5% 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 10% of total contract price net.
2. The Purchaser has the right to deduct the eventual penalties from an invoice which has to be paid.
 3. 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.
 4. On demand of the Contractor, the Purchaser shall pay the contractual penalty in annual rate of 8% of the remuneration which was not paid on time according to the § 6 sec. 2,
 5. 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.
 6. The Parties reserve the right to demand compensation on the basis of general rules of Civil Code, independently of the contractual penalties.

§ 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, 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. The Parties reserve the right of partial withdrawal from the contract. In such a case the Purchaser will pay for already completed and free of defect deliveries.
5. In the case of withdrawal, the Parties retain the right to demand contractual penalties.

§ 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 14 days, a Party may unilaterally submit notification of the 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.

§ 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 23rd April 1964 – Civil Code [*consolidated text: Polish Journal of Laws of 2014., item 121 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, with the restriction as in the sec. 3 below.
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 extension due to any other reasons not attributable to the Parties and resulting from the occurrence of events caused by force majeure as mentioned in the § 16.;
 - b. extension of the warranty time limit – pursuant to its extension by the manufacturer/Contractor;
 - c. renovation solutions due to technological progress or changes in applicable laws.
3. An extension of the delivery deadline due to reasons attributed to the Purchaser, in particular stated in the § 4 sec. 2, does not require an annex to the contract. The Purchaser will inform the Contractor about need to extend a delivery deadline up to 7 weeks after contract date.

§ 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:

NIP³⁾ -; REGON⁴⁾ -

With reference to the announced invitation for selection of a Contractor responsible for the delivery of 2 tapers for ARPES beamline at SOLARIS in Krakow, case no: CRZP/UJ/N/640/2014 we hereby submit the following Bid:

- 1) we offer the performance of the entire Object of the Contract, for the sum net price: (PLN/EUR)*, and with due VAT at the rate of*%, for the gross standard price:(PLN/EUR)* (in words: (PLN/EUR)*).
- 2) We offer the deadline for the completion of the Object of the contract within 8 weeks from signing of the contract.
- 3) We offer the payment deadline up to 30 days, counting from the date of the delivery of the invoice, respectively to requirements specified in the Invitation,
- 4) We declare that we are familiar with the Invitation, in particular the contract draft and description of the Object of the contract (including appendixes) and we consider ourselves bound by the terms and conditions thereof,

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

³⁾ NIP – Tax Identification Number

⁴⁾ REGON No.: Polish National Business Registry Number

- 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 Invitation.
- 7) we offer the warranty services formonths.
- 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)