


<p>PUBLIC PROCUREMENT OFFICE of the JAGIELLONIAN UNIVERSITY ul. Gołębia 6/2 , 31-007 Kraków tel. +4812-432-44-50, faks +4812-432-44-51 lub +4812-663-39-14; e-mail: bzp@uj.edu.pl www.uj.edu.pl http://zamowienia.uj.edu.pl/ogloszenia.php</p>	
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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, 9th March 2015

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 order is selection of the Contractor responsible for the delivery of two (2) complete, high power RF coax lines systems dedicated to RF cavities, including necessary instrumentation, installation, measurements and start-up of the

complete cavities high power RF system in the SOLARIS storage ring (so called: "Integration of RF system for the SOLARIS storage ring").

- 1.1 The detailed description of the Object of the order includes the Appendix no 1 to the contract (1 ZIP folder including: 1 main PDF file named "Scope fo delivery..." and 8 drawing files in PDF and DXF format).
2. The deadline for completion of the Object of the order is 22nd April 2015. The exact terms and deadlines are specified in the contract template as below.
3. The Contractor shall offer at least 36 months warranty on the whole Object of Public Procurement, counting from the date of the Purchaser's acceptance of the delivery.
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. The description of the Object of the order consistent with the wording of the Common Procurement Vocabulary (CPV) is: 3854000-2 instruments, measuring and research equipment.

4) Requirements regarding the Contractor's experience in completion of similar deliveries.

1. The Contractor must have an appropriate experience in completion of similar deliveries and services as those which are the Object of the contract. Therefore the Contractor has to present at least one of its delivery of components of 6 1/8" EIA coax line including straight sections, elbows 90 degree and directional couplers with parameters as stated in the technical specification, for RF system working with at least 120kW CW (continuous wave) in Band II (from 87.5 MHz to 108.0 MHz). The presented delivery should be provided within last 3 years counting back from the deadline for submission of the offer thereof, and its value should not be less than 170 000 PLN net or 40 000 euro net.
2. In order to do so, the Contractor has to add to the his offer a declaration about completed or still in progress delivery as above, stating in particular the scope of the delivery, its value, date/period of realization, as well as name and contact data of the client, allowing the Purchaser verification of the given information. The Purchaser recommends adding to the offer an appropriate document from the client as above, confirming a duly completion or realization of the delivery (e.g. acceptance protocol, references etc.).

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. 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 16th March 2015, 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 complete coax lines for high power RF systems SOLARIS in Krakow, Case no: CRZP/UJ/N/73/2015”.

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 16th March 2015 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.



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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 Krakow by and between:

Jagiellonian University

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

hereinafter referred to as the **‘Purchaser’**;

represented by:

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

and

.....
hereinafter referred to as the **‘Contractor’**.

represented by

.....

Together called the **‘Parties’**

This Public Procurement Contract was concluded in result of the procedure of public invitation to submission of the offers pursuant to the regulations of art. 4 pint 8a the Act of 29th January 2004 on Public Procurement Law (consolidated text: Polish Journal of Laws of 2013 item 907, as amended) and with relation to the art. 30a of 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 23rd April 1964 – Civil Code (consolidated text: Polish Journal of Laws of 2014,, item 121 as amended).

§ 1

SUBJECT OF THE CONTRACT/OBLIGATIONS

1. The scope of the Contract covers delivery of two (2) complete, high power RF coax lines systems dedicated to RF cavities, including necessary instrumentation, installation, measurements and start-up of the complete cavities high power RF system in the SOLARIS storage ring, as well as assistance during Site Acceptance Tests of the RF Circulators delivered by Glynwed AB.

A detailed description of the Subject of Contract is contained in Description of the order subject (technical specification) which is an Appendix No 1 to this Contract.

2. The Purchaser orders and the Contractor undertakes to carry out all indispensable activities for the completion of the Subject of the Contract, described above.
3. The Contractor declares that the Subject of the Contract shall be manufactured using the highest quality materials and the highest workmanship's standards, within specified deadlines and maintained due diligence in accordance to the technical specification being Appendix No 1 to this Contract.
4. The Contractor declares that his knowledge, experience, and resources are sufficient to accomplish the Subject of the Contract.
5. The Contractor is responsible for the quality of all components used in the manufacturing process of the Subject of the contract, according to Appendix No 1 to this Contract.
6. If after contract is signed, the Contractor discovers that he has misinterpreted the specification of the subject of the contract, this will not be accepted as an excuse and the Contractor shall deliver the equipment to specification at no extra cost. Any approval of the subject of the contract during construction, does not realise the Contractor from his responsibilities to correct errors, oversights and omission to ensure conformance to the specification.

§ 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 Subject of the Contract the Purchaser shall pay the Contractor the total lump sum of PLN/EUR net (.....net) , excluding value of the added tax (VAT), according to the table below:

No	Name	Quantity	Unit net price	Total net price
Total contract value				

2. In case of a Contractor not being a VAT taxpayer in Poland, the respective Value Added TAX (VAT) at a rate of 23 % related to this contract shall be paid by the Purchaser to the appropriate Tax Office in Poland.
3. 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, safety during the transportation, insurances, documentation, installation, Site Acceptance Test, warranties, and other costs that the Contractor have to bear in order to fulfil the Contract.

§ 4

TIME SCHEDULE FOR DELIVERY AND DELIVERY REPORT

1. The Object of the Contract shall be completed not later than 22nd April 2015 according to the following stages:
 - 1.1. Delivery of the two complete, high power RF coax lines systems with necessary instrumentation at SOLARIS in an agreed by the Parties time, but not later than 7th April 2015. The Contractor shall notify the Purchaser about the planned delivery date at least 3 days in advance.
 - 1.2. Assistance during the Site Acceptance Tests of the RF Circulators delivered by Glynwed AB as well as installation of the delivered coax lines, together with their Site Acceptance Tests, required measurements, and start up of the complete cavities high power RF system in the SOLARIS storage ring, in an agreed by the Parties time, but not later than 22nd April 2015.
2. Completion of each phase as in the points. 1.1 and 1.2 shall be confirmed with an acceptance protocol signed by the Contractor.
3. At the time of delivery of the subject of the contract the Contractor shall also submit the required by the technical specification documents (in English) and signed delivery protocols in two copies. The protocols shall include the list of delivered documents devices, their names, quantities, and serial numbers. The Purchaser will examine the delivered subject of the contract and sign the acceptance protocol within maximum 3 working days (i.e. without Saturdays, Sundays and public holidays in Poland) from the date of delivery.

§ 5

CONTACT PEOPLE

1. The contact person authorized by the Purchaser for contacts with the Contractor, in the range of technical aspects related with design and production of the subject of the contract, shall be Solaris employee: Mr Paweł Borowiec, e-mail: pawel.borowiec@uj.edu.pl, phone: +48 12 664 54 61.
2. The contact person on behalf of the Purchaser in the range of formal aspects of the contract realization shall be Mr Wojciech Soroka, e-mail: wojciech.soroka@uj.edu.pl, phone: +48 12 664 54 62.
3. The contact person on behalf of the Contractor shall be: e-mail:, mobile +.....

§ 6

TERMS OF DELIVERY AND DELIVERY ADDRESS

1. Delivery of the Subject of Contract shall be DAP Krakow (Delivered At Place) in accordance with Incoterms 2010, at the following address:
Centrum Promieniowania Synchrotronowego UJ
Ul. Czerwone Maki 98
30-392 Kraków, POLAND

2. The Contractor is responsible for a safe transport of the subject of the contract to the Purchaser. The subject of the contract will be delivered in an appropriate non-returnable packages protecting the contents from damage during transport. Shock indicators will be provided during transportation of the goods.
3. The unloading of the delivered items is in the Purchaser's responsibility. However the Contractor has to ensure that the delivered goods may be unloaded using a fork lift or/and a building crane.

§ 7

TERMS OF PAYMENT

1. The remuneration specified in § 3 sec. 1 shall be paid in parts respectively after completion of each contract phase as stated in the § 4 sec. 1.
2. The payment shall be done within 30 days of delivery of the properly issued invoice to the Purchaser under the condition that a respective delivery protocol is signed by the Purchaser. If the invoice is delivered before signing of the protocol, the payment deadline will be counted from protocol signing date.
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. The place of payment shall be the Purchaser's bank.
4. If, in connection with the performance of this Contract, it turns out that the Subject of the Contract does not meet the requirements of technical specifications, the Purchaser has the right to withhold all or part of the payment.

§ 8

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 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 indicate the payment due date, i.e. 30 day after delivery of invoice.
5. Invoices shall be submitted in a written form as a hard copy, after signing the respective acceptance protocol by both parties, on the address indicated in § 14 sec. 2 letter a)..

§ 9

DELAY PENALTIES and CONTRACTUAL INTEREST

1. The Parties reserve the right to demand contractual penalties and contractual interest in the below mentioned situations.
2. If the Contractor is solely responsible for a delay in delivery of the Subject of the Contract or completion of the SAT, the Purchaser shall be entitled, after a grace period of four (4) weeks, to claim contractual penalty in the amount of 1 % of value of the subject of the contract as in § 3 sec. 1, for each full week of delay, counting from the first day after the deadlines as in the § 4 sec. 1. However, the total amount of the accumulated penalty shall not exceed 10 % of the total Contract value.

3. The Contractor shall pay the Purchaser a contractual penalty in the amount of 10% of total value of the contract as in § 4 sec. 1, in case the contract is renounced by one of the Parties, due to reasons attributed to the Contractor and not caused by the force majeure as mentioned in the § 19 below.
4. If the Contractor notices that the agreed time of delivery or SAT cannot be fulfilled (or appears unlikely to be met), then the Contractor is obliged to inform the Purchaser about these circumstances. In this situation Parties shall agree a new date of delivery or SAT.
5. In the case of delays in payment of the remuneration referred to in the § 3, sec. 1, in relation to the payment deadline determined in the § 7 sec. 2, the Purchaser shall pay on the Contractor's request an interest in the annual rate of 8% of the amount not paid in time, for each day of delay.

§ 10 WARRANTY

1. The Contractor undertakes to complete the Subject of the Contract with no faults and defects, applying the best available technology at the time of bid submission. The Purchaser declares that no modifications of the subject of the contract will be undertaken without written permission of the Contractor. The Purchaser undertakes to comply with the conditions of exploitation specified in the warranty cards and/or manual instruction provided by the Contractor.
2. The Contractor hereby grants warranty for the Subject of the against failures not associated to incorrect handling of the equipment by the Purchaser, valid for at least 36 (thirty six) months after the Purchaser's acceptance of the delivery.
3. The Purchaser shall promptly notify the Contractor in writing or by e-mail of any defect that has appeared in the Subject of Contract.
4. If defects are found in the delivered Subject of the Contract, the Contractor shall 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 30 days after the date of notification, unless both Parties agreed upon a specific time for corrective actions. The deadlines for corrective actions shall exclude Saturdays, Sundays and bank holidays both in Contractor's and Purchaser's country.
5. In case of warranty, repairs shall take place at Synchrotron Radiation Center SOLARIS premises in Krakow. If warranty service is impossible to perform on the place mentioned above, the Contractor shall cover transport costs connected to it. In case of situation that the element has been already subjected to repair, the Purchaser reserves his right to demand from the Contractor its replacement for a new one which will be free of charge in case of its subsequent failures.
6. If, the Contractor does not fulfil his obligations within the deadlines referred in the sec.5 above, the Purchaser may:
 - 6.1 point out in a written form, a suitable at his discretion day for completion of the Contractor's warranty obligations, or
 - 6.2 demand a price reduction or arrange the another company for repair at the Contractor's costs and risk, or
 - 6.3 renounce the part or entire contract.
7. If the Contractor does not rectify the fault in the additional deadline stated by the Purchaser according to the point 6.1 above, the Purchaser has the right to act according to the point 6.2 or 6.3 above.

8. The warranty period for each part of the Subject 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).

§ 11

LIABILITY TOWARD THIRD PARTIES

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.

§ 12

INSURANCE

1. Subsequent to signing of this Contract and until the start of a warranty period as referred to in § 10 sec. 2, the Contractor is responsible for arranging the requisite civil liability insurance for its legal liability due to bodily injury, including death, and damage to property with respect to his responsibilities resulting from this Contract.
2. On request, the Contractor must send copies of the insurance policy or other proof of valid insurance to the Purchaser on the address as in the § 14 sec. 2 letter a. If the Contractor does not fulfil this condition, the Purchaser has the right to take out an insurance and charge it to the Contractor.

§ 13

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 Subject of the Contract shall not alter the Contractors obligation towards the Purchaser, resulting from the Contract.
3. .

§ 14

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) Uniwersytet Jagielloński - Centrum Promieniowania Synchrotronowego
ul. Czerwone Maki 98, 30-392 Kraków, Poland
e-mail: pawel.borowiec@uj.edu.pl, mail@synchrotron.pl

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.

§ 15

CONFIDENTIAL INFORMATION

1. In relation to provision of Confidential Information, the Party to which such information was provided shall be liable for keeping it secret for a period of 7 years from the date of receipt of such information and shall ensure protection of such information in a degree at least equal to the degree of protection of its own Confidential Information, however not smaller than justified in given circumstances.
2. In particular, the Party receiving information:

- a) shall not disclose any Confidential Information to any third parties apart from its employees and collaborators with whom the synchrotron SOLARIS is implemented, unless such disclosure of Confidential Information is indispensable for the implementation of the synchrotron SOLARIS and the third parties involved agreed to comply with confidentiality conditions in at least the same degree as stipulated herein. In such a case, the party receiving Confidential Information shall be responsible for any violations performed by such entities;
 - b) shall not make any copies of Confidential Information received from the disclosing Party, with the exception of copies indispensable for the employees and collaborators of the Party with whom the synchrotron SOLARIS is implemented. All copies that were made shall be marked as belonging to the Party which discloses information and bear the note "confidential", "restricted" or another note with similar content;
 - c) shall not use disclosed Confidential Information for purposes other than used for the implementation of the synchrotron SOLARIS;
 - d) in case the implementation of synchrotron SOLARIS is cancelled, the Parties shall be liable for immediate return of any documents and information containing Confidential Information, without leaving any copies. The cancellation of the implementation of the synchrotron SOLARIS does not release a Party whose information was provided from the obligation of keeping the Confidential Information entrusted to its secret, upon principles determined herein.
3. The Party receiving information shall not be liable for disclosure of any Confidential Information which:
- a) was announced publicly in a manner that does not constitute violation of this Contract;
 - b) is known to the Party from other sources, without the obligation of keeping it secret and without violation of this Contract;
 - c) has been developed independently by employees of the Party receiving information;
 - d) was announced publicly on the basis of written approval of the Party that disclosed such information.
4. The Party that received information is required to notify the disclosing Party immediately in writing about any ascertained cases of:
- a) violation of confidentiality obligations with respect to Confidential Information by the Party receiving information or any third party;
 - b) suspicion of a possibility of disclosure, provision or unauthorized use of Confidential Information;
 - c) loss, theft or unauthorized destruction of carrier media, documents or other materials containing Confidential Information.
5. Upon every demand of the disclosing Party, the Party receiving information shall be required to return any materials, information and documents constituting Confidential Information immediately, however not later than within 7 (seven) days from submission of such demand.
6. The obligation of confidentiality mentioned in this Section shall not be applied if the obligation of either Party to disclose information is stipulated by law. In the case referred to in the preceding sentence, the disclosing Party is required to immediately inform the other Party about the incident.

§ 16

THE RELATIVE PRIORITY ORDER OF THE DOCUMENTS

The Contract documents are intended to complement each other. If it should transpire that the Contract documents are contradictory in any way, unless circumstances require a different solution, they shall be valid in the following order:

- 1) written changes and supplements to this Contract approved by both Parties, in the form of annexes;
- 2) this Contract, with attachments;

§ 17

TRANSFER OF THE CONTRACT

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.

§ 18

REVOCATIONS

1. Except the cases stated in the Polish Civil Code Act, the Purchaser may renounce the Contract not later than 30 days after being informed of the occurrence of the following circumstances:
 - a) in case of the initiation of bankruptcy proceedings against the other Party,
 - b) in case as stated in the § 19 sec. 3
2. In addition the Purchaser may renounce the Contract in the following cases:
 - c) a delay in completion of the Object of the contract longer than 2 weeks caused by the Contractor,
 - d) an improper execution of warranty services according to the § 10 sec. 6. Point 6.3 of the contract.
3. In addition the Contractor may renounce the Contract in case of a delay in payment with respect to the terms set out in § 7 sec. 2, exceeding 60 days.
4. The party which intends to renounce the contract shall state the exact date from which the renouncement is effective. The Purchaser reserves the right to renounce only the part of the contract, retaining the remaining parts of the Object of the contract. To the extent to which the contract was not renounced, all contract provision remain in force, in particular regarding remuneration and warranty.
5. The party which intends to renounce the contract shall state the invoke/plead the circumstances described above must notify the other party immediately in writing. A renouncement of the contract must be in writing under the pain of nullity and should contain a justification.

§ 19

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 dni, 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.

§ 20

DAMAGES

1. If a Party does not fulfil all its obligations under this Contract, the other Party is entitled to damages. However, for any legal reasons whatsoever, these damages do not include compensations for indirect loss or consequential damage (e.g. loss of production or loss of

profit)

2. A Party is – under considerations of the regulations above – entitled to compensation for any loss suffered due to a breach of obligations under this Contract by the other Party, unless the other Party can demonstrate that the breach of Contract obligations was a result of force majeure as referred in § 19.
3. The Party that suffers a loss shall take reasonable measures to limit that loss. If the site Party neglects to do so, the site Party shall be liable for a corresponding part of the loss.

§ 21

INFRINGEMENT OF COPYRIGHT AND PATENTS

1. 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.
2. 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.
3. If during the execution of this contract by the Contractor referred to in § 1 of this Contract, it appears necessary to create any documentation, the Contractor shall transfer to the Purchaser, under agreed remuneration, copyrights including derivative copyrights to the documentation created during the execution of the contract, without limitation as to time or as to the territory or to the number of copies in all fields of use, known on the date hereof, and in particular:
 - a) any recording and reproduction, copy to the memory of computers and servers of computer networks;
 - b) reproduction by printing or recording on magnetic media in an electronic form,
 - c) use in whole or in part, and combine with other works, the development by adding equal parts, updating, modification, translation into different languages.
 - d) authorization to exercise derivative copyrights.
4. The Contractor is not entitled to a separate remuneration for the use of documentation for each separate field of use.
5. Transition of copyrights on the date of issue of documentation to the Purchaser.

§ 22

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 Court competent for the Purchaser's place of residence.
3. To matters not covered by this contract the Polish law shall apply.

§ 23

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 shall, in particular, allow for the possibility to change this contract, without the necessity of signing an annex, in case of the division into two separate stages of the work specified in § 4 sec. 1 point 1.2 resulting in the need to organize two separate visits of the Contractor's specialists at the SOLARIS site. In this case, the Contractor shall have the right to raise the price indicated in § 3 sec. 1 line ... of the table, proportionally to the additional costs that will have to incur in connection with the organization of the second visit to SOLARIS. The Purchaser shall promptly notify the Contractor about need to divide the works into two separate visits. The Parties shall then agree the precise timing of the work, including the extension of the contract completion time if necessary, and the price change.

§ 24

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 English 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:

NIP¹⁾ -; REGON²⁾ -

With reference to the announced invitation for selection of a Contractor responsible for the delivery of 2 complete coax lines for high power RF systems, 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 up to 22nd April 2015.
- 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)

¹⁾ NIP – Tax Identification Number

²⁾ 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.
- 9) The appendixes: The Contractor's declaration regarding completed/or in progress delivery as required according to the point 4) of the Invitation, with optional documents from the client confirming its duly performance.

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 2015

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