


<p><b>PUBLIC PROCUREMENT OFFICE</b> of the <b>JAGIELLONIAN UNIVERSITY</b> ul. Gołębia 6/2 , 31-007 Krakow tel. +4812-432-44-50, faks +4812-432-44-51 lub +4812-663-39-14; e-mail: <a href="mailto:bzp@uj.edu.pl">bzp@uj.edu.pl</a> <a href="http://www.uj.edu.pl">www.uj.edu.pl</a> <a href="http://zamowienia.uj.edu.pl/ogloszenia.php">http://zamowienia.uj.edu.pl/ogloszenia.php</a></p>	
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Krakow, 7<sup>th</sup> August 2014

**SPECIFICATION hereinafter referred to as the ‘S’**

**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>rd</sup> April 1964 – Civil Code (Polish Journal of Laws of 2014, item 121 as amended).
2. The provisions of the present S 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 the Public Procurement.**

1. The Object of Public Procurement is the selection of a Contractor for the delivery and assembly of X-flash detector, with the equipment, activation and testing for the Faculty of Physics, Astronomy and Applied Computer Science of the Jagiellonian University, located in Krakow, at Łojasiewicza 11.
2. The Contractor shall perform the Object of the Public Procurement within 5 months, counting from the date of the awarding the contract.
3. The Contractor shall offer the Object of the Public Procurement compliant with the requirements of the Purchaser specified in the S.
4. The Contractor shall offer at least 12 months warranty on the whole Object of Public Procurement, counting from the date of the receipt, together with free of charge (included in the bid price) repair within the warranty period at the place of use, carried out by persons or entities with the producer’s relevant authorization.
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 S.
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 S, may be signed and enclosed to the bid by the Contractor.

7. 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:  
30 mm<sup>2</sup> X-Flash detector with 12.5 microns Be window (incl. UHV CF flange and below). Detector has to be equipped with:
  - 7.1 Peltier cooling (LN2-free) system and has energy resolution below 130 eV at Mn K-alpha;
  - 7.2 Signal processor unit SVE III;
  - 7.3 Signal processor connector for time-resolved x-ray spectroscopy;
  - 7.4 I/O Megalink interface and parallel port adapter;
  - 7.5 ESPRIT QM100 spectra acquisition software for Windows 7 together with the PC to control the spectrometer.
  - 7.6 X-ray measurement system which should fulfil following requirements:
    - 7.6.1 System for time and energy resolved X-ray spectroscopy for the measurement of X-rays emitted by a Dresden EBIT.
    - 7.6.2 The X-rays are measured in dependence on the electron energy or the ionization time. The measured data can be plotted and saved for further investigations.
    - 7.6.3 The ion trap time of the EBIT is controlled by the system in the time resolved operation mode. Measured X-rays are detected in dependence on the X-ray energy and the ionization time and stored in the system.
    - 7.6.4 The events are transferred to the measurement computer, stored in a X-ray-energy-time-matrix and displayed in a scatter plot.
    - 7.6.5 The package should include the operation manual of the whole system
  - 7.7 Delivery service to the recipient and user, and installation (assembly) and launching (at the Faculty of Physics, Astronomy and Applied Computer Science of the Jagiellonian University, Łojasiewicza 11 street, Krakow) and testing of apparatus in the presence of employee authorized by the Purchaser and the training of scientific staff of the Purchaser in necessary range. The cost related with the delivery and insurance is covered by the Contractor.

#### 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 Contractor is obliged to deliver the Object of the Public Procurement to the premises of the Purchaser located in Krakow, at Łojasiewicza 11, a then to assemble it,
  - c) The Contractor shall perform the installation, activation and testing of the Object of the Public Procurement at the Purchaser's premises at the address indicated above. The mentioned activities shall be carried out by persons or entities with appropriate manufacturer's authorization, for example in the scope of providing the warranty service, maintenance, or technical support,
  - d) Certificates, attestations, declarations, etc. – copies of the relevant documents issued for the devices and equipment shall be submitted at the delivery,
  - e) Along with the delivery, the Contractor shall deliver the manuals in Polish or in English language version
  - f) The Contractor has to assure that the whole offered equipment is brand new
8. The terms and conditions of the Public Procurement have also been contained in the contract template that constitutes an integral part of the S.

**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), along with the required certificates, attestations, declarations, etc., allowing the evaluation of the compatibility of the offered equipment and its parameters with the requirements of the S (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 S.
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.

**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 18<sup>th</sup> August 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 delivery and assembly of X-flash detector, with the equipment, for the Faculty of Physics, Astronomy and Applied Computer Science of the JU in Krakow, Case no: CRZP/UJ/N/392/2014”.

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 18<sup>th</sup> August 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) Opis sposobu obliczenia ceny.**

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, with the recommended detailed prices of individual devices and components and hardware, taking 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, landing, assembly, installation, activation, training, 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 of 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, which the Purchaser is obliged to pay in accordance with the applicable regulations.

4. The Purchaser does not envisage valorisation of the Bid Price, the calculated price shall be the Lump Sum price for the whole Object of the Public Procurement.

5. It is envisaged that the settlement shall be effected on the basis of two invoices, namely:

a) first one – advance invoice, issued once the Contract is signed, for not more than 50% of the value of the Public Procurement, which shall be delivered to the Purchaser together with an irrevocable and unconditional bank guarantee or insurance payment in the amount equal to the one on the invoice, valid for a period exceeding the date on which the Public Procurement is completed by no less than 30 days,

b) second one, issued after the delivery, assembly, installation, activation and testing at the premises of the Purchaser’s facility, that is after the completion and the receipt of the whole Object of the Public Procurement, for the remaining payment,

c) if mutually agreed by the Parties, it is allowed not to issue the first invoice (advance), and settle payments on the basis of one invoice, issued after the delivery, assembly, installation, activation and testing at the premises of the Purchaser’s facility, that is after the completion and the receipt of the whole Object of the Public Procurement.

6. The payments shall be made in accordance with the provisions of the Contract and the Contractor's Bid, within 30 days from the date of the delivery of the properly issued invoices, i.e. the advance invoice along with the required bank guarantee or insurance payment and/or the final invoice along with the signed final receipt protocol without reservations.
7. The Purchaser declares, that pursuant to the regulations under the Act of 11 March 2004 regarding the tax on goods and services (Polish Journal of Laws of 2011 No. 117 item 1054, as amended), will apply for the 0% rate of the tax on goods and services VAT to the ordered computer hardware comprising a part of the Object of the Public Procurement, in the scope provided under the exception - Article 83 paragraph 1 point 26 of the Act of 11 March 2004.

**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 contained in the bid price.
2. Whilst examining and evaluating the bids, the Purchaser shall be entitled to require from 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 (CEIDG), 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

### CONTRACT TEMPLATE

signed on ..... 2014 in Krakow, between:

**The Jagiellonian University with the registered office at ul. Gołębia 24, 31-007 Krakow, NIP 675-000-22-36, hereinafter referred to as the ‘Purchaser’, represented by:**

**1. .... – ....., with the financial countersignature of the Bursar of the Jagiellonian University,**

**and ....., entered into the National Court Registry, managed by the Court in ....., registry number....., amount of the shared capital ..... PLN, NIP:....., REGON....., hereinafter referred to as the ‘Contractor’, represented by:**

**1. ....**

This contract was concluded as a result of the procedure 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>rd</sup> April 1964 – Civil Code (Polish Journal of Laws of 2014, item 121 as amended):

#### § 1

1. The Contractor hereby covenants with the Purchaser to deliver and assemble X-flash detector, with the equipment, activation and testing for the Faculty of Physics, Astronomy and Applied Computer Science of the Jagiellonian University, located in Krakow, at Łojasiewicza 11.

2. The person authorized to contact with the Contractor regarding the delivery and the receipt from the Purchaser side is: ..... . The person authorized to contact with the Purchaser regarding the delivery and the receipt from the Contractor side is: .....

3. The Purchaser orders and the Contractor undertakes to carry out all indispensable activities for the completion of the Object of the Contract, described in paragraph 1.

4. An integral part of this Contract shall be the documentation of the Procedure, including in particular the S along with Annexes and the Contractor’s Bid

5. The performance of the Contract shall commence on ..... 2014, and shall be completed until ....., whereby the Parties allow earlier completion of the Object of the Contract.

6. The Contractor shall be solely responsible materially and legally for the damage emerged at the Purchaser as well as third parties, caused by the activities resulting from implementation of this Contract.

7. Provided that the Contractor indicated in the Bid the participation of the subcontractors, the subcontracts for parts of the Object of Contract shall not alter the Contractor’s obligation towards the Purchaser, concerning the implementation of this part of the Contract. The Contractor shall be liable for actions, errors and negligence of subcontractors and their employees to the same extent as for its own actions, errors and negligence.

## § 2

1. The Contractor declares that its expertise, experience, and resources are sufficient to accomplish the Object of the Contract.
2. The Contractor declares that he is insured against civil liability within the scope of the conducted business and he is in the possession of a valid insurance policy.
3. The Contractor declares that the Object of the Contract shall be completed with the highest quality materials and highest standards of work, within the deadlines specified and with due diligence, taking into account the professional character of the business activity of the Contractor.

## § 3

1. The amount of the Contractor's remuneration for the implementation of the Object of the Contract shall be calculated on the basis of the Contractor's Bid from ..... 2014.
2. The lump sum remuneration for the Object of the Contract shall be equal to the net ....., plus ....% of the respective VAT on goods and services, which amounts to the gross remuneration of ..... (PLN, USD, EUR), in words: ..... (PLN, USD, EUR) 00/100.
3. The Purchaser is a VAT payer and its NIP (Tax Identification Number) is: PL 675-000-22-36.
4. The Contractor is a VAT payer and its NIP (Tax Identification Number) is: ..... or is not a VAT payer in the territory of the Republic of Poland.
5. In case the Contractor is registered outside of the Republic of Poland, the output of ...% VAT on goods and services shall be paid by the Purchaser to the bank account of the relevant Tax Office.
6. The Purchaser declares, that pursuant to the regulations under the Act of 11 March 2004 regarding the tax on goods and services (Polish Journal of Laws of 2011 No. 117 item 1054, as amended), will apply for the 0% rate of the tax on goods and services VAT to the ordered computer hardware comprising a part of the Object of the Public Procurement, in the scope provided under the exception - Article 83 paragraph 1 point 26 of the Act of 11 March 2004.

## § 4

1. The remuneration specified in § 3 shall be paid to the Contractor on the basis of two invoices, namely:
  - a) first one, issued once the Contract is signed, for not more than 50% of the value of the Contract, which shall be delivered to the Purchaser together with an irrevocable and unconditional bank guarantee or insurance payment in the amount equal to the one on the invoice, valid for a period exceeding the date on which the Object of the Contract is completed by no less than 30 days.
  - b) second one, issued after the delivery, assembly, installation, activation and testing at the premises of the Purchaser's facility, that is after the completion and the receipt of the whole Object of the Contract, for the remaining payment.
2. If mutually agreed by the Parties, it is allowed not to issue the first invoice (advance), and settle payments on the basis of one invoice, issued after the delivery, assembly, installation and testing at the premises of the Purchaser's facility, that is after the completion and the receipt of the whole Object of the Contract.
3. The payments for the invoices shall be made within 30 days from the date of the delivery of the properly issued invoices, i.e. the advance invoice along with the required bank guarantee or insurance payment and/or the final invoice along with the signed final receipt protocol of the Object of the Contract without reservations.

4. The remuneration that is due to the Contractor shall be paid by a transfer from the Purchaser's bank account to the Contractor's bank account indicated in the invoice.
5. The payment place shall be the Purchaser's bank.

#### **§ 5**

1. The Purchaser shall proceed to the activities related to the receipt once notified in writing by the Contractor of the readiness of the receipt. The notification document of the readiness of the receipt shall be delivered by the Contractor to the person indicated in § 1 paragraph 3 of the Contract, for at least 3 working days before the planned date of the receipt.
2. The receipt protocol of the Object of the Contract shall be prepared with participation of the authorized representatives of the Parties of the Contract, after the verification of the compliance of the implementation of the Object of the Contract with the provisions of the Contract, S and the Contractor's Bid, and after the confirmation of the completeness of the undermentioned documents, which the Contractor shall deliver to the persons authorized for the receipt from the Purchaser's side, in particular:
  - a) quantitative and generic list of the delivered equipment, including in particular: the name of the device, manufacturer, year of production, serial number, specific functional parameters
  - b) warranty cards of the equipment, manuals, operating instructions,
  - c) attestations, certificates, conformity declarations.
2. The delivery of the parts (devices) comprising the Object of the Contract is not tantamount with putting it on stream (passing for the use). The receipt protocol of the Object of the Contract for the use shall be signed only after the performance of the above-mentioned activities.

#### **§ 6**

1. The Contractor undertakes to complete the Object of the Contract with no defects.
2. The Contractor hereby grants a ...-month warranty for delivered and assembled Object of the Contract and its elements (counting from the date that follows the date of performing the Contract – i.e. from the date of installation, activation and testing of the Object of Contract, confirmed by the receipt protocol with no reservations), taking into account the provisions of the S regarding the conditions of warranty. The rights from the guarantee for defects, that shall last for 12 months, shall not be excluded.
3. The warranty shall be rendered by the producer, authorized by the producer service station or authorized persons at the Contractor's expense at the place of the Contract performance („on-site”). Should it prove impossible from a technical point of view, all organizational activities and costs related to the warranty service performed outside the place of the Contract performance shall be borne by the Contractor.
4. The Contractor shall guarantee the highest quality of the delivered Object of the Contract, in accordance with the technical specification. The liability arising from the quality warranty covers both defects resulting from the reasons existing in the Object of Contract at the moment of its receipt by the Purchaser, and any other physical defects arising from reasons that the Contractor is liable for, provided that the defects emerge within the period of warranty.
5. The running of the period of warranty shall commence on the day that follows the receipt of the Object of the Contract.
6. A response to the notification of a defect (undertaking an immediate repair of a defect by delegating a service technician, or providing a solution via telephone or e-mail) shall occur no later than within 72 hours from the moment of the notification of



the defect/fault (email or telephone notification), with the exemption of national holidays.

7. A warranty repair shall be completed within a time limit not exceeding 14 (fourteen) working days (from Monday till Friday, with the exemption of national holidays), counting from the date of the receipt of a notification by the service station (by phone, facsimile or e-mail). If the nature of the problem/defect requires the necessity of importing specialist spare parts, the maximum time limit for the repair shall not be longer than 28 (twenty eight) days, unless the Parties, on the basis of the relevant necessity protocol signed by both Parties, will mutually set the extended repair period. In another case of extending the repair time limit beyond the period of repair agreed by the Parties, the Contractor shall be responsible for any consequences of the standstill and in such case the warranty period shall be extended by the time of the standstill. This responsibility shall also cover the consequences and loses related to the lack of functioning of the laboratory by this period.

8. The warranty shall be automatically extended by a period of repair, i.e. the time between the notification of the breakdown or defect and removal thereof.

9. In case of a triple failure of the same element/module, the Contractor shall be obliged to replace the faulty element or module with a new one that shall be free of any defects, or replace the part or the whole device in case the replacement of the faulty element/module does not lead to the proper functioning of the device and reaching required parameters and functionality. In such case, the warranty running period indicated in paragraph 2 for the above mentioned element/module, device or its part shall start from the beginning.

10. Should the Contractor fail to abide the warranty terms and conditions or the aforementioned provisions, the Purchaser shall be entitled to make good the defects (faults) by way of a repair at the Contractor's risk and expense, while at the same time retaining other rights resulting from the Contract. In such cases the Purchaser shall have the right to employ another contractor to make good the defects (faults), and the Contractor shall be obliged to cover the expenses arising from it within 14 (fourteen) days from the date of receipt of the call along with the proof of payment.

11. The Purchaser undertakes to meet the basic operational conditions as specified by the producer in the warranty cards and/or in the manuals supplied by the Contractor.

## § 7

1. The Purchaser may withdraw from the Contract within fourteen days' notice from the date of the notification of the occurrence of the following circumstances:

- a) The initiation of bankruptcy proceedings against the Contractor or the notification of the liquidation proceedings against the Contractor,
- b) The issuing of the writ of attachment against the Contractor,
- c) The Contractor delivered the equipment that is not compliant with the conditions of the Contract or exceeded the period of performance of the Contract by 7 days, and in an additional period set by the Purchaser extended up to 7 days, did not perform the Contract accordingly to the provisions of the Contract,
- d) If any of the substantial circumstances occur, resulting the performance of the Contract not being in accordance with the public interest, of what was not possible to predict at the moment of the Contract conclusion, the Purchaser may withdraw from the Contract within 30 days from the moment of the notification of these circumstances. In such case, the Contractor is not entitled to any financial and legal claims.

2. In case the Purchaser withdraws from this Contract due to circumstances indicated in paragraph 1 point c, the Contractor shall pay the contractual penalty to the Purchaser that shall amount to 10% of the gross remuneration.
3. In case the Purchaser withdraws from the Contract by fault of the Contractor, the Contractor shall not be entitled to any compensation.
4. The withdrawal from the Contract shall be made in writing under pain of nullity of such statement and shall include a justification.

#### **§ 8**

1. The Contractor shall pay the contractual penalty to the Purchaser in the following amounts and cases:
  - a) If the Contractor withdraws from the Contract owing to circumstances beyond the control of the Purchaser, the penalty shall amount to 10% of the gross remuneration specified in § 3 paragraph 2 of the Contract,
  - b) the non-performance or improper performance of the Contract, the penalty shall amount to 10% of the gross remuneration specified in § 3 paragraph 2 of the Contract, wherein the improper performance of the Contract that is its fulfilment, that is contradiction with the provisions of the Contract or the Contractor's Bid, or with the provisions of the S, or does not secure to achieve the required technical and functional parameters of the Object of the Contract,
  - c) If the Contractor fails to perform the Object of the Contract in a timely fashion, the penalty shall amount to 0,2% of the gross remuneration specified in § 3 paragraph 2 of the Contract for each day of delay, in relation to the date of the completion of the Object of the Contract, specified in § 1 paragraph 6 of the Contract, but not exceed 20% of the gross remuneration specified in § 3 paragraph 2 of the Contract,
  - d) The delay in removal of the defects of the Object of the Contract found during the receipt, the penalty shall amount to 0,2% of the gross remuneration specified in § 3 paragraph 2 of the Contract for each day of delay, calculated from the day following the expiry of the deadline set by the Purchaser to remove the defects, but not more than 20% of the gross remuneration specified in § 3 paragraph 2 of the Contract,
  - e) The delay in removal of defects found during the warranty period or guarantee for defects period, in amount of 0,2% of the gross remuneration specified in § 3 point 2 of the Contract, for each day of delay, calculated from the deadline (date) determined in accordance with § 6 paragraph 7 of the Contract or in a written statement of the Parties, but not more than 20% of the gross remuneration of the Object of the Contract.
2. The Purchaser reserves the right to deduct possible contractual penalties from the due invoice.
3. In case of withdrawal from the Contract due to circumstances for which one Party bears responsibility, the Party that bears the responsibility for the withdrawal from the Contract, shall pay the contractual penalty to the second Party in amount of 10% of the gross remuneration of the Contract.
4. The Parties may claim compensation on the basis of the general rules, that exceeds the amount of the specified contractual penalties.
5. The claim for contractual penalties shall become due on the date of the occurrence of the grounds for their calculation as specified herein.

#### **§ 9**

1. 'Force Majeure' shall be understood by the Parties as an external event of an extraordinary character that could not have been foreseen nor prevented, in particular: war, martial law, state of emergency or fire, flood or any other circumstances resulting from the change of the socioeconomic factors.

2. If due to Force Majeure, a Party is unable to perform its contractual obligations in full or in part, then such a Party shall promptly notify the other Party about this fact. In such an event, the Parties shall agree on the manner and conditions of further fulfilment of the Contract or the Contract may be terminated.

3. The running period of the deadlines indicated in this Contract shall be postponed for the period of the existence of the results of Force Majeure.

#### **§ 10**

1. Any statements of the Parties shall be made in writing under pain of nullity, and duly posted by registered mail or delivered with a return receipt.

2. In case one or more of the provisions set forth in this Contract shall be held invalid, the validity of the entire Contract shall not be affected, and if such an event occurs, the Parties shall replace the invalid provision with a provision fully corresponding with the key objective of this Contract and other provisions hereof.

#### **§ 11**

1. The Parties agree that the provisions of the Contract may be changed, provided that a necessity report is previously prepared and the lump sum character of the price of the Contract is kept, by signing an annex to this Contract, in the following cases:

a) a change to the deadline of the performance of the Contract, by its reduction in case of a unanimous decision of the Parties or its extension due to reasons for which the Purchaser may be held responsible, concerning in particular the lack of preparation/hand-over of the site of works/delivery, as well as due to other reasons beyond the control of the Parties, caused by the so-called 'force majeure' as described in § 9

b) an extension of the warranty period, in case of its extension by the producer/ Contractor,

c) an improvement of quality or other parameters typical for the delivered element of the Object of the Contract or changes in the technology to an equivalent or better one, increasing the efficiency of the devices and safety, in case of ceasing the supply or ending the production of the Object of the Contract or its elements offered by the Contractor,

d) an update of solutions due to technological progress or changes in applicable laws,

e) a change of the subcontractor due to fortuitous events or other reasons beneficial for the Purchaser, in case the Contractor declares to employ subcontractors in the performance of the Object of the Contract

2. Any changes not related to the provisions of the Contract, for ex. when due to organizational reasons a change of the contact details stipulated in the Contract will be necessary, or when a bank account number will be changed, the Party which was affected by the change shall inform another Party about that fact in a written statement.

#### **§ 12**

1. Neither the Purchaser or the Contractor shall be entitled to transfer its rights and obligations resulted from the Contract without the prior written consent of the other Party. In particular, the Contractor is not entitled to assign to third parties the receivables resulted from this Contract without the prior written consent from the Purchaser.

2. The Parties are required to notify each other each time about a change of the address of its place of residence, by registered mail, under the pain of acknowledging the correspondence sent to the currently known address as effective.

3. Any issues that may arise from the implementation of the Contract shall be investigated by the court adequate for the domicile of the Purchaser.

4. To all the cases not covered in the Contract, the following legal regulations shall be applied: 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>rd</sup> April 1964 – Civil Code (Polish Journal of Laws of 2014, item 121 as amended).

5. This Contract shall be executed in two language versions: in Polish and in English, in 2 (two) counterparts. Each Party receives 1 (one) counterpart of each language version. In case of any queries/doubts, the Polish language version prevails.

.....  
*The Purchaser*

.....  
*The Contractor*

**BID FORM**

THE PURCHASER – **Uniwersytet Jagielloński (Jagiellonian University)**  
**ul. Gołębia 24, 31 – 007 Krakow;**  
Unit assigned to this Tender Procedure – **Dział Zamówień Publicznych UJ**  
**(Public Procurement Office of the JU)**  
**ul. Gołębia 6/2, 31-007 Krakow**

Name (company) of the Contractor –

.....,  
Registered office address –

.....,  
Mailing address –

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

E-mail: .....

NIP<sup>1)</sup> - .....; REGON<sup>2)</sup> - .....

With reference to the announced invitation for the selection of a Contractor for the delivery and assembly of X-flash detector, with the equipment, activation and testing for the Faculty of Physics, Astronomy and Applied Computer Science of the Jagiellonian University, located in Krakow, at Łojasiewicza 11, we hereby submit the following Bid:

1) we offer the performance of the entire Object of the Contract, for the standard 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)\*).

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

<sup>1)</sup> NIP – Tax Identification Number  
<sup>2)</sup> REGON No.: Polish National Business Registry Number

- 2) We offer the deadline for the completion of the Object of the Public Procurement within 5 months, counting from the date of awarding of the contract, taking into account the provisions the S and the contract template,
- 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 S,
- 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), along with the required certificates, attestations, declarations, etc, allowing the verification of the compliance of the equipment and its parameters with the requirements specified in the S.
- 7) We declare that we offer the warranty services that fulfill the conditions and the requirements resulting from the specification, in particular as to their period, scope and a form in which they shall be carried out,
- 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)