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Cracow, June 3, 2022

It concerns the procurement procedure in the field of science conducted pursuant to art. 11 section 5 point 1 of the Act of September 11, 2019 - Public Procurement Law (i.e. Journal of Laws 2021 item 1129, as amended) and the Act of April 23, 1964 - Civil Code (i.e. Journal of Laws of 2019, No. 2020, item 1740, as amended), the subject of which is the delivery of a mass spectrometer with a replacement electron multiplier for NSRC SOLARIS in Kraków.

QUESTIONS AND ANSWERS TO THE CONTENT OF THE INVITATION

To all tenders,

Please be advised that the Ordering Party presents the following questions and answers to the content of the Invitation to submit tenders that were received by the Ordering Party:

Question 1.

Will the Ordering Party accept a 12-month warranty period for the device being the subject of the contract? Explanation: The manufacturer of the device, the SRS company, does not offer a 24-month warranty for the spectrometer model indicated by the Ordering Party.

Answer:

The Ordering Party agrees to change the contractual warranty to the period of 12 month.

Question 2.

Please remove the sentence "Inside and outside (in an easily visible place) the packaging should be placed shock watch indicators." Justification: The manufacturer, the SRS company, does not use shock indicators for the shipments of its products.

Answer:

The Ordering Party agrees with the proposal and remove the above-mentioned sentence.

Question 3.

The question concerns § 2 sec. 7 of the contract. Will the Ordering Party accept the change of the content of the above-mentioned paragraph from the current wording to the following: "If, it will happen that the subject of the Agreement reaches the Ordering Party damaged or will have defects making it unfit for the use, the Contractor shall proceed with it exchange at its risk and expenses within 8 weeks of reporting the damage or defect."

Answer:

The Ordering Party does not consent to the above-mentioned modification. The deadline will be agreed by the Parties and will be fixed to the necessary extent needed for the delivery of the subject of the Agreement.

Question 4.

The question concerns § 6 sec. 5 of the contract. Will the Ordering Party accept the change of the content of the above-mentioned paragraph from the current wording to the following: " In the event of any fault being noticed in the delivered subject hereof, the Contractor shall be liable to an immediate and free of charge repair or replacement of the faulty element without any risk or costs for the Ordering Party. Any repairs shall be made as soon as possible, however not longer than 45 working days counting from the notification provided in sec. 4 third sentence above; this term may be elongated by the Ordering Party. All repairs shall be made by the Contractor, manufacturer (producer) or authorized maintenance centre at the cost and risk of the Contractor."

Answer:

The Ordering Party does not consent to the above-mentioned modification. The deadline will be agreed by the Parties and will be extended as needed.

Question 5.

The question concerns § 6 sec. 6 of the contract. Will the Ordering Party accept the change of the content of the above-mentioned paragraph from the current wording to the following: "In the event that any product or its component has already been repaired, the Ordering Party reserves the right to request the Contractor to replace it free of charge with a non-defective one if it becomes (third) defective again."

Answer:

The Ordering Party modifies § 6 sec. 6 of the sample of the agreement and it shall be read as follows: "In case any of the elements or its components were already repaired, the Ordering Party shall reserve the right to demand a free of charge replacement of the subject matter part by the Contractor, to a part being free of defects, should it be subject to another (second) fault."

Question 6.

The question concerns § 1 sec. 3 of the contract. Will the Ordering Party accept the change of the content of the above-mentioned paragraph from the current wording to the following: "The Ordering Party reserves the option right which consists in the extension of the subject of the Agreement and enables the Ordering Party to order an additional mass spectrometer and a replacement electron multiplier. The Ordering Party shall place an order according to the Contractor's price list valid as of the order date, but in any case, the total value of all orders within the option right may not exceed the total net value: 48 780,49 PLN (say: forty eight thousand seven hundred eighty and 49/100 PLN net). The Ordering Party shall use the option right no later than May 31st, 2023. The Ordering Party and the Contractor will determine an appropriate delivery date."

Answer:

The Ordering Party agrees with the above-mentioned modification.

At the same time, the Ordering Party informs that the above questions and answers to the content of the Invitation constitute its integral part, and the dates for submitting and opening tenders are changed on June 8, 2022, while the hours and place of submission of tenders remain unchanged.

Yours faithfully,

Jolanta Szymanek - Górniak