|  |  |
| --- | --- |
| **Jagiellonian University**  **Public Procurement Office**  **ul. Straszewskiego 25/2, , 31-007 Kraków**  **tel. +48 12-663-39-03, fax +48 12-663-39-14;**  **e-mail: [bzp@uj.edu.pl](mailto:bzp@uj.edu.pl)** [**www.uj.edu.pl**](http://www.uj.edu.pl)  [**www.**](http://www.)**przetargi.uj.edu.pl** | http://www.uj.edu.pl/oip/siw/gif/her_cz.gif |

Krakow, 4th December 2017

**The invitation for submission of the bids, 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:
   3. Public Procurement Office of the Jagiellonian University, ul. Straszewskiego 25/2, 31-1137 Krakow;
      1. tel. +4812-663-39-03; faks +4812-663-39-14;
      2. e-mail: [bzp@uj.edu.pl](mailto:bzp@uj.edu.pl)
      3. website: [www.uj.edu.pl](http://www.uj.edu.pl)
      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 an invitation for submission of offer, pursuant to the art. 4d sec. 1 point 1 of the Act of 29 January 2004 ‘Public Procurement Law’, hereinafter referred to as the ‘PPL’ (consolidated text: Polish Journal of Laws of 2017 item 2579, as amended) and art. 30a-30d 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 23th April 1964 – Civil Code (Polish Journal of Laws of 2017, item 459 as amended).
       2. Provisions of the present Invitation 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 covers design and delivery of a diagnostic beamline UHV components, including motion motors and its controllers for synchrotron SOLARIS. The scope of the Object of the order includes also delivery and unloading, warranty services i.e. removal of faults and defects during warranty period. The detailed description of the Object of the order is included on the Appendix no 1 to the Invitation.
   2. The deadline for completion of the Object of the orderis: 25 weeks from the date of contract signature. The detailed T&C of the contract completion are included in the contract draft below.
   3. The Contractor shall offer delivery of the Object of the order with minimum 12 months manufacturer’s warranty, counting from the date of delivery. The detailed rules of claims under the manufacturer’s warranty are described in the contract draft below.
   4. The Contractor shall offer the Object of the Public Procurement compliant with the requirements of the Purchaser specified in the Invitation.
   5. The description of the Object of the order consistent with the wording of the Common Procurement Vocabulary (CPV) is: 38540000-2 Machines and apparatus for testing and measuring.
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. The Contractors have the right to propose changes to the T&C of the Invitation hereto, including the technical part as well as the contractual. However any suggestion should be submitted before the deadline for submission of bids and in a reasonable time allowing the Purchaser to answer the raised issues before the said deadline. If the suggestions are presented together with a bid or later (e.g. during contract preparation) the Purchaser may refuse to analyze them or accept it.
   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. 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:
   6. as per formal and substantive scope Alicja Rajczyk, tel. +4812 663 10 68; faks +4812-663-39-14; e-mail: [alicja.rajczyk@uj.edu.pl](mailto:alicja.rajczyk@uj.edu.pl)

1. **Preparation of bids**
2. Each Contractor is entitled to submit only one offer for the whole scope of the Object of Public Procurement.
3. The offer shall be submitted according to the template as below or on other equivalent template including all necessary information herein. The offer shall be accompanied by the following appendixes:
   1. **Appendix no 1 -** The declaration regarding lack of the basis for rejection of an offer (according to the templet as below).
   2. **Appendix no 2** - The bid price calculation including a total lump sum and partial prices of the offered Object of the Public Procurement.
   3. **Appendix no 3** – The declaration confirming that the Contractor has a necessary experience in supplying of the UHV components of the experimental or diagnostic beamlines for research laboratories such as synchrotrons or lasers on free electrons. The Contractor is obliged to prove that during the past 3 years counting back from the deadline for submission of the offers, has completed at least one order for design and delivery of UHV vacuum chambers for a minimum value of 90 000 EUR net.
   4. **Appendix no 4** - The copy of a certificate confirming that the Contractor has established and maintenances the quality assurance systems in its company compliant with ISO 9001:2008 standard with respect to production of ultrahigh vacuum components.
   5. **Appendix no 5 –** The declaration with acceptation of the contract draft as included in the Invitation.
   6. **Appendix no 6 –** the power of attorneyfor a person signing bid if it was signed by a proxy.
   7. **Appendix no 7 -** An initial description of the design, allowing the evaluation of following parameters of the designed beamline:

* Maximal dimensions of the components,
* Materials which will be used for building the components,
* Denotation of the motion axis orientation and movement limits,
* Targeted pressure level inside the chambers,
* A description of the component responsible for the absorption of X rays from the synchrotron light in order to achieve the photon beam energy range dedicated for the beamline.

1. The Bid shall be written in Polish or in English language, signed and submitted in hardcopy or as a scan by electronic mail to the address indicated in the Invitation.
2. 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
3. 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 make available.
4. 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.
5. In case bids are submitted in different currencies (i.e. EUR and PLN), for the purpose of evaluation and comparison of the Bids as well evaluation of the required experience criterion, the Purchaser will convert the values expressed in EUR into Polish zloty (PLN), at the average exchange rate, specified by the Polish National Bank at the day of publication of the Invitation for submission of the offers. The Purchaser informs that with respect to a particular Bid covering the whole Object of the Public Procurement, the Contractor is allowed to submit an offer only in one of the indicated currencies (PLN or EUR).
6. The Contractor shall bear all costs related to the preparation and submission of the Bid.
7. **Address and the manner, as well as the deadline for submitting and opening Bids.**
8. The offers shall be submitted to the Public Procurement Office of the Jagiellonian University in Krakow,ul. Straszewskiego 25/2, 31-007 Krakow, IIp., until 13 p.m. on 20 December 2017 in writing as a hardcopy or as a scan 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 of a diagnostic beamline UHV components for synchrotron SOLARIS, Case no: 80.272.308.2017*” – do not open before: 20.12.2017 at 13:05.
9. A notification of the information about submitted bids, the offered prices and other relevant elements of the submitted bids shall be made public and take place on 20 December 2017 at 13:05 p.m. in the Public Procurement Office of the Jagiellonian University in Krakow,ul. Straszewskiego 25/2, IIp., 31-113 Krakow.
10. **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, including 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, discounts etc., that the Contractor envisages to grant.
        2. In case the Contractors registered office is established outside the Republic of Poland, for the purposes of evaluation and comparison of the Bids, the Purchaser shall add tax on gods and services (VAT) and possible customs (in an appropriate cases) to the offered price.
        3. 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.
        4. The Purchaser may make an advanced payment for the Object of the order up to 50% of the offered price. The advanced payment may only be done upon submission by the Contractor together with proforma invoice of an irrevocable, unconditional and paid on the first demand bank or insurance warranty, for the amount equal to the advance payment. The warranty shall be valid up to the end of the month in which the delivery deadline is, according to the contract. The detailed payment terms and conditions are stated in the contract draft below.
11. **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, taking into account in the process of evaluation the criteria such as: the lowest price, delivery time, manufacturer’s warranty time (required minimum 12 months).
    2. The Purchaser will reject the Contractor’s offer in case the Contractor does not prove the required experience or does not have the required quality assurance system as described in the point 5).2. above.
    3. Whilst examining and evaluating the Bids, the Purchaser may ask the Contractors for clarifications of theirs Bids, or negotiate the price and delivery conditions, assuring equal treating of the Contractors and transparency of the proceedings.
    4. 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.
    5. 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.
    6. The Purchaser will reject a Bid submitted by the following contractors:
    7. A contractor is a subject to a final court judgment or administrative decision on the breach of its obligations relating to the payment of taxes or social security or health insurance contributions, unless the economic operator has paid the taxes or social security or health insurance contributions due along with the interest or fines or has entered into a binding agreement concerning the payment of those amounts due;
    8. A contractor which has entered into an agreement with other economic operators aimed at distorting competition between economic operators in a contract award procedure, as the contracting authority is able to demonstrate using appropriate means of proof;
    9. A contractor being a collective entity which has been prohibited by the court from tendering for public contracts pursuant to the Act of 28 October 2002 on the Liability of Collective Entities for Acts Prohibited under Penalty (Journal of Laws of 2015, items 1212, 1844, and 1855; and of 2016, items 437 and 544);
    10. A contractor which has been prohibited from tendering for public contracts as a precautionary measure;
    11. A contractor in respect of which a liquidation process has been initiated, an arrangement in restructuring proceedings approved by the court provides for the satisfaction of creditors through the liquidation of its property or the court has ordered the liquidation of its assets under Article 332.1 of the Restructuring Law Act of 15 May 2015 (Journal of Laws, item 978, as amended), or which has been declared bankrupt, except for A contractor which, following the declaration of bankruptcy, has concluded an arrangement approved by a final and binding court decision, where the arrangement does not provide for the satisfaction of creditors through the liquidation of the bankrupt's assets, unless the court has ordered the liquidation of its assets under Article 366.1 of the Bankruptcy Law Act of 28 February 2003 (Journal of Laws of 2015, item 233, as amended);
    12. A contractor which has culpably committed grave professional misconduct, which renders its integrity questionable, in particular where the contractor, intentionally or owing to gross negligence, has failed to perform a contract or has performed it improperly, as the Purchaser is able to demonstrate using appropriate means of proof;
12. 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
13. The Purchaser shall simultaneously notify all the Contractors who submitted the Bids about the result of the Public Procurement providing the justification.
14. **Information on the formalities that shall be completed upon the selection of the Bid in order to execute a Contract on Public Procurement.**
    * + 1. 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.
15. **Contract template.**

**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 countersignatureof 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. 4d sect. 1 point 1 of the Act of 29th January 2004 on Public Procurement Law (consolidated text: Polish Journal of Laws of 2017 item 1579, as amended) and with relation to the art. 30a-30d 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 2017,, item 459 as amended).

**§ 1**

1. The Purchaser entrusts the Contractor the design, manufacturing and delivery of components for the construction of a diagnostic beamline for National Synchrotron Radiation Center SOLARIS, including: UHV components, mechanical parts, motorization with motion controllers and cabling. The scope of the contract includes design, manufacturing, delivery, unloading and bringing into a room and delivery, removal of defects and repair of the device and its components during the warranty period.
2. The detailed description of the Object of the contract is included in the Appendix No 1 to the Invitation for submission of the bids dated ………………………… and in the Contractor’s offer.
3. Within 2 months after the contract signing date, the Contractor is obliged to deliver to the Purchaser the final technical drawings of the beamline (the project of the beamline), in accordance with Chapter 3 of the description of the object of the contract. The Purchaser shall accept or submit its comments / objections to the project within 2 weeks of it submission. In case of any comments or objections, the Contractor will make appropriate corrections or submit explanations to the Purchaser in writing within 2 weeks of receipt of information from the Purchaser. Approval of the final design of the diagnostic line by the Purchaser will be limited to the inspection of the documentation regarding the conformity of the diagnostic line design with the requirements specified in the description of the subject of the contract and does not release the contractor from the responsibility to achieve the assumed beamline specifications.
4. Delivery shall be done at the following address: National Synchrotron Radiation Center SOLARIS, ul. Czerwone Maki 98, 30-392 Krakow. Responsible person for acceptation of the delivery on behalf of the Purchaser is ....................................... , e-mail: …………………….. , phone: ……………… or another person indicated by the Purchaser.
5. The Contractor shall deliver the Object of the contract within ………………………. counted from a date of the contract signature.
6. The Contractor at the moment of delivery shall also submit a packing list indicating the type and number of delivered devices, including their serial numbers (if applicable), as well as the required documentation of the Object of the contract.
7. Delivery conditions are DAP Krakow Solaris synchrotron building in accordance with the regulations of Incoterms 2010. At least 30 days before the planned delivery date, the Contractor shall provide documentation and / or guidelines describing safety procedures for unloading, internal transport, assembly and disassembly of each components of the object of the contract.
8. The Contractor is obliged to deliver the Object of the Contract properly packed, protecting the contents from damage during transport.
9. With each delivery, the Contractor shall provide the Purchaser with the following documents:
   1. A list of delivered goods, including in particular: name of the device, quantities, manufacturer name, year of production, serial number, characteristic parameters,
   2. Warranty cards for equipment, manuals and operation of all key elements of the diagnostic beamline in Polish and / or English, including those manufactured by contractors.
   3. Approvals, Certificates, Declaration of Conformity, and other documents required according to the Invitation.
10. The delivery acceptation will be done in 2 following phases:
11. A visual inspection on the day of delivery, aimed at detection of any visible damage done during transport and completeness of object of the contract. The delivery shall be confirmed with a protocol. Any discovered damage or incompatibility will be stated in the protocol.
12. Site Acceptance Tests as stated in the Invitation for submission of the offer and final acceptation will be done within 3 weeks from delivery. Completion of test will be confirmed by a final acceptance protocol. Any incompatibility or defects found during tests will be stated in the final acceptance protocol and notified to the Contractor. Any found defect shall be removed by the Contractor in a stated by the Purchaser deadline, not shorter than 15 calendar days.
13. The invitation for submission of the offers, together with its appendixes, as well as the Contractor’s offer are an integral part of this contract.
14. Subcontracts for fabrication of any part of the Object of the contract shall not alter the Contractor’s obligation towards the Purchaser, resulting from the Contract. The Contractor shall be liable for actions and omissions of subcontractors to the same extent as for its own actions and omissions.

**§ 2**

1. The Contractor’s remuneration for the delivery of the Object of the contract has been established on the basis of the Contractor’s offer.
2. The total contract price for the Object of the contract is …………………..net (in words: ……………….net). Including VAT the price is : ……………………….. gross (in words: ……………….gross)[[1]](#footnote-2).
3. The Purchaser is a value added tax payer, and its VAT Number is: PL 675-000-22-36.
4. The Contractor is/ is not[[2]](#footnote-3) a value added tax (VAT) payer in the territory of the Republic of Poland and its VAT registration number is: **…………………………………..**
5. The Purchaser will pay due VAT to an appropriate Tax Office, in case such an obligation enter in force according to the respective VAT law regulations[[3]](#footnote-4).
6. The remuneration specified in sec. 2 includes all costs that the Contractor have to bear in order to fulfil the Contract.

**§ 3**

1. The remuneration stated in the § 2 sec. 2 shall be paid as follows:
   1. First part up to 50% of the contract value, shall be paid as an advanced payment and within 21 days after delivery of a proforma invoice, together with an irrevocable, paid on the first demand and unconditional bank or insurance warranty for the same amount. The warranty shall be valid up to the end of the month when a delivery deadline is according to the contract.
   2. The remaining part of the Contractor’s remuneration shall be paid after completion of the second phase of acceptation process as stated in the § 1 sec. 10 letter b) of the contract and within 30 days from delivery of a correctly issued invoice. In case the invoice is submitted before acceptation of the delivery or it is impossible to indicate the invoice delivery date, the payment deadline shall be counted from a date indicated in the final acceptance protocol as stated in the § 1 sec. 10 letter b) above.
2. The basis for payment of the second part of remuneration as in the point. 1.2 above is the final acceptance protocol signed by the Purchaser. The Purchaser has the right to withhold the payment in case not all of the required devices are delivered, or defects done during transport or in other way were found. The remuneration may be suspended only up to the moment when the Contractor fulfils its contractual obligations.
3. The bank or insurance warranty, as stated in the point 1.1 above, shall secure the return of the advanced payment in case the contractor have not completed the contract, or withdrawal of the contract, or its termination due to reasons not attributed to the Purchaser. The Contractor before submission of the warranty shall present its text (draft) for the Purchaser approval. The Purchaser shall return the warranty within 14 days after its validity deadline. In case the contract completion date is postponed, the Contractor shall extend the warranty validity time on its expense.
4. The Contractor’s remuneration shall be paid by a bank transfer to the bank account indicated on the invoice.
5. The payment place is the Purchaser’s bank.
6. The signature of the delivery and final protocol does not alter the Purchaser’s right for claims due to improper execution of the contract, in particular in case defects were found after the delivery.
7. The invoices shall be delivered to the SOLARIS office: ul. Czerwone Maki 98, 30-392 Kraków or sent be email to: [sekretariat.synchrotron@uj.edu.pl](mailto:sekretariat.synchrotron@uj.edu.pl) and [wojciech.soroka@uj.edu.pl](mailto:wojciech.soroka@uj.edu.pl)

**§ 4**

* + - 1. The Contractor undertakes to deliver the Object of the contract with no faults and defects. Liability under warranty for physical or legal defects, in the meaning of art. 556 to art. 576 of the Act of 23th April 1964 - Civil Code (Polish Journal of Laws of 2017, item 459 as amended) 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 the warranty valid for **…………. months** from the date of successful completion of acceptance tests as stated in the § 1 sect. 5 letter b. above, confirmed by an appropriate acceptance protocol. In case the tests cannot be carried out or completed due to SOLARIS reasons, the warranty period begins after 3 weeks from the date of completed delivery of the Object of the contract specified in the relevant delivery protocol.
      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 of the beamline are found, the Contractor shall immediately repair or exchange the faulty element at no costs and risks to the Purchaser. The warranty services shall be completed as quickly as possible, but not later than within 30 calendar days after the Purchaser’s notification, unless the Parties agreed upon a specific time for corrective actions.
      6. In case of warranty, it is preferred that all repairs should take place at SOLARIS in Krakow. After the notification the Contractor, taking into consideration the kind and scope of the defect/fault, shall decide whether the repair can be done on the Purchaser’s site. If warranty service is impossible to perform on the place mentioned above, the Contractor shall cover all costs connected to it, in particular the costs of disassembly of faulty element, transport and re-assembly. In case a faulty element has already been repaired twice, the Purchaser reserves his right to demand from the Contractor its replacement for a new one and free of charge.
      7. The Parties foresees possibility to remove a defect by the Purchaser’s staff or by a third party, at risk and costs of the Contractor and according to the Contractor’s instructions. In particular it applies to minor and uncomplicated faults or defects, which removal costs are lower than delegation of the Contractor’s employee to SOLARIS. However, it is the Purchaser’s decision whether the defect is minor or uncomplicated. The repair action done by the Purchaser’s staff or a third party does not exempt the Contractor from warranty responsibility according to the rules stated hereof and in applicable law. Each repair action done by the Purchaser’s staff or third party shall be previously accepted by the Contractor in writing, by e-mail or fax.
      8. If the Contractor does not fulfil his obligations within the deadlines as referred in the sec. 5 above, the Purchaser may point out in a written form a suitable, at his discretion, deadline for completion of the Contractor's warranty obligations. The given additional deadline shall not be shorter than 5 working days and does not alter the Purchaser’s right to demand delay penalty as stated in the § 5 sec. 2 letter d) of the contract. If the Contractor fails to fulfil his obligations within the additional deadline as above, the Purchaser is entitled to:
  1. demand the price reduction respectively to impaired value of the faulty element, or
  2. to rectify the fault at risk and expense of the Contractor, without altering of the Purchaser’s rights under the contract. In such a case the Purchaser may ask a third party to rectify the defect/fault and the Contractor is obliged to cover the third’s party remuneration within 30 days after the Purchaser’s request to do so, supplemented with a proof of payment.
     + 1. In case a defect or fault is significant, i.e. makes impossible to operate the beamline according to its specifications, and the Contractor have not removed the defect or fault within stated deadline, or it is impossible to remove it by a third party, the Purchaser has the right to withdraw from the Contract with respect to its defected part. In such a case the Purchaser has the right to demand the return of the amount equal to the value of the defected element. The value of the defected element will be counted on the basis of the Contractor’s offer, or, if it is impossible, the Parties may mutually agree the value, or indicate an independent expert to do so.
       2. The warranty services will be provided by the Contractor, by the manufacturer or its authorized service or persons, at the expense of the Contractor.
       3. In case a significant defect or fault, which makes impossible to operate the beamline and conduct the experiments, the warranty time for entire beamline as specified in sec. 2 above, shall be automatically extended by a period of repair, i.e. the time between the Purchaser’s notification and the time when the defect is remedied (either by repair or by replacement of an element).
       4. In case a defect or fault, which does not alter operation of the beamline and conducting the experiments, the warranty time for the defected element, as specified in sec. 2 above, shall be automatically extended by a period of repair, i.e. the time between the Purchaser’s notification and the time when the defect is remedied (either by repair or by replacement of an element).
       5. The Purchaser, independently from its rights under Contractor’s warranty as above in sec. 1-12, may at any time ask the Contractor or the manufacturer of the diagnostic beamline item to remove the defect of the object of the contract provided under the manufacturer's guarantee of that item. The terms and conditions of the guarantee given by the manufacturer are specified in the delivered guarantee cards. In case when the Purchaser execute his rights under the guarantee given by the manufacturer, the period for exercising the rights under the contractor’s warranty for physical or legal defects shall be suspended from the date of notification to the Contractor of a defect.

**§ 5**

1. The Parties reserves the right to demand contractual penalties for the improper or inconsistence with the Contract terms, performance of the contractual obligations.
2. The Contractor, with the restriction as in the sec. 4 below, shall pay the Purchaser a contractual penalty in following cases:
3. withdrawal from the Contract by one of the Parties due to reasons not attributed to the Purchaser, in the rate of 10% of the total Contract price net according to the § 2 sec. 2 of the contract.
4. delay longer than 15 working days in delivery of the Object of the contract. The penalty rate is 0,1% of the net value of undelivered parts, estimated according to the § 2 sec. 2 or the Contractor’s offer, counted for each day of delay starting from its first day after the deadline as in the § 1 sec. 5,. The maximum level of delay penalty is 5% of the total contract value as in the § 2 sec. 2.
5. delay longer than 15 working days in removal of defects found at the moment of delivery takeover. The penalty rate is 0,1% of the net value of defected part, estimated according to the § 2 sec. 2 or the Contractor’s offer. The penalty shall be calculated for each day of delay in respect to the deadline date determined by the Purchaser according to the § 1 sec. 10 letter b), but not more than 5% of the defected parts net value.
6. delay longer than 15 working days in removal of defects found during the warranty period. The penalty rate is 0,1 % net value of the defected part, estimated according to the § 2 sec. 2 or the Contractor’s offer. The penalty shall be calculated for each day of delay in respect to the deadline date determined by the Parties or by a guarantor, but not more than 5% of the defected parts net value.
7. The Purchaser is obliged to pay a contractual penalty, in case of 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 § 2 sec. 2.
8. The maximum accumulated level of the contractual penalties which the Contractor would have to pay to the Purchaser is 10% of the contract net price as in the § 2 sec. 2.
9. The Parties have the right to demand compensation on the basis of general rules of Civil Code, over the contractual penalties.
10. The claim for payment of contractual penalties becomes due from the day following the date on which the actual circumstances set forth in this contract give rise to the calculation of the contractual penalties.
11. The Purchaser has the right to deduct the eventual penalties from an invoice which has to be paid.
12. Any payment of contractual penalties does not release the Contractor from obligation to complete this contract.

**§ 6**

* 1. Apart from the situations regulated by the act of 23rd April 1964 – Civil Code, the Purchaser may withdraw from the Contract in the circumstances stated in the sec. 2 below.
  2. The Purchaser may withdraw from the Contract within 30 days from the date of being informed of the occurrence of the following circumstances:

1. In case the Contractor due to its insolvency is not able to regulate its financial debts for a period of at least 3 months,
2. The liquidation proceedings in respect to the Contractor has started,
3. The charging order of the Contractor has been made,
4. The Contractor’s delay in delivery of the final design of the Object of the contract in respect to the deadline as stated in the § 1 sec. 3 is longer than 30 calendar days, or the Contractor’s delay in delivery of a corrected design after submission of the Purchaser remarks is longer than 14 days in respect to the deadline as stated in the § 1 sec. 3.
5. The Contractor’s delay in delivery of the Object of the Contract is longer than 30 calendar days in respect to the deadline as stated in the § 1 sec. 7.
6. The delivered object of the contract does not meet the contractual requirements and in an additional given by the Purchaser deadline not shorter than 15 days, the Contractor did not fulfil its contractual obligation.
7. In the event of major financial difficulties of the Contractor, in particular the occurrence of bailiffs or other claims of authorized bodies with a total value exceeding PLN 200,000.00 (in words: two hundred thousand zloty);
   1. The Contractor is not entitled to compensation for withdrawal from the Contract by the Purchaser due to fault of the Contractor.
   2. Any withdrawal from the Contract shall be done in writing under pain of nullity of such a statement and shall include a justification.
   3. The Purchaser reserves the right to withdraw from the Contract only with respect to some specified parts of the Subject of Contract, retaining the ownership of remaining parts of the Subject of Contract. To the extent that the Party has not withdrawn from the Contract the provisions of the Contract, in particular those concerning payments and warranty, shall remain in force.
   4. In the case of withdrawal, the Parties retain the right to demand contractual penalties.

**§ 7**

* + 1. In the event of a Party being prevented from fulfilling of all or part of the obligations under this Contract due to force majeure, the said Party shall immediately inform the other Party about it. In such a case, the Parties shall agree the way and terms of the contract continuation or the contract will be terminated.
    2. As the force majeure the Parties understand unexceptional events over which the Party has no control and which the Party could not reasonably have been expected to foresee and prevent, in particular: a war, a state of emergency, a flood, a fire or a fundamental change in the socio-economic situation.
    3. The deadlines stated in this contract shall be suspended for a period of time, for which the force majeure prevented contract realization.

**§ 8**

* + - 1. Any statements of will of the Parties shall be made in writing under pain of nullity and submitted by a registered letter or with a confirmation of delivery.
      2. The mail correspondence shall be made at the below listed addresses of the Parties:

1. National Synchrotron Radiation Center SOLARIS

Ul. Czerwone Maki 98,

30-392 Kraków, Poland.

and

1. ……………………….
   * + 1. The Parties undertakes to inform each other by a registered letter about any change of its mailing address as in the sec. 2 above within 7 days from the change of it, otherwise the correspondence sent on the last known address shall be deemed as delivered.
       2. The contact persons for the implementation of the contract are:
     + On behalf of the Contractor ………………….. email: ……………, tel. ………………..
     + On behalf of the Purchaser ………………….. email: ……………, tel. ………………..

**§ 9**

1. The Parties mutually consent to change the contract through an appropriate annex, under the pain of nullity, with retaining the unchanged price, in following situations:
2. Extension of the deadline for completion of the Contract, due to reasons attributable to the Purchaser, in particular when the place of installation is not ready for it, or due to reasons being beyond the Parties control caused by a force majeure as stated in the § 7.
3. Extension of the deadline for completion of the Contract, due to reasons attributable to the Contractor, in particular due to delays of its subcontractors in performing of theirs contractual obligations in respect to the Contractor. Amendment of the foregoing deadlines, is made at the Contractor’s request and requires the Purchaser’s approval. The Purchaser may refuse acceptation when the foregoing amendment would expose him to an inconvenience associated with exploitation of the synchrotron, or may incur losses related to e.g. a risk of losing the specific subsidy for this purchase.
4. Any 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 Contract and its other provisions, or the original contract provision in case the contract was amended in breach of § 9 sec. 1.

**§ 10**

1. The Contractor declares that to his best knowledge fulfilment of his obligations under this Contract do not infringe third parties’ IP rights.
2. The Contractor is responsible for and shall bear all the costs arising from any infringements of copyrights, patent rights or other intellectual property rights which may result from the obligations the Contract covers, and which do not result from the Purchaser’s negligence.
3. If delivered equipment is altered without the Contractor’s approval, the Contractor cannot be responsible for patent or copyright infringement claims related to unapproved changes.
4. In respect to documentation provided under the contract and marked by the Contractor as confidential, the Contractor shall, within the remuneration and on the date of its payment, provide the Purchaser with a license to use and dispose of this documentation. In the event that the Contractor does not have proprietary rights to such documentation – he shall transfer to the Purchaser an appropriate license. Both of the above licenses shall allow the Purchaser to use the documentation for:
   1. the use of the object of the contract or its particular elements, servicing and eventual post-warranty or others repairs, as well as for educational and didactic purposes. In order to perform service or post-warranty or others repairs, the Purchaser may make the documentation available to a third party provided that it has entered into a non-disclosure agreement (NDA contract) with it.
   2. use the documentation - in whole or in part - to conduct future public procurements or others tenderings in Solaris, as well as for the purposes of construction of other beamlines. However such use of documentation by the Purchaser, requires a prior written consent of the Contractor.
5. The grant of the licence as referred in sec. 4 above includes the following fields of exploitation:
6. any recording and reproduction, copy to the memory of computers and servers of computer networks;
7. reproduction by printing or recording on magnetic media in an electronic form,
8. use in whole or in part, and combine with other works, the development by adding equal parts, updating, modification, translation into different languages
9. In respect to the documentation provided under this contract which is not marked as confidential, the Contractor shall, within the remuneration and on the date of its payment, provide the Purchaser with a license to use and dispose of this documentation. In the event that the Contractor does not have proprietary rights to such documentation – he shall transfer to the Purchaser an appropriate license. Both of the above licenses shall allow the Purchaser to use the documentation without limitation on the territory, time and number of copies, including the following fields of exploitation:
10. any recording and reproduction, copy to the memory of computers and servers of computer networks;
11. reproduction by printing or recording on magnetic media in an electronic form,
12. use in whole or in part, and combine with other works, the development by adding equal parts, updating, modification, translation into different languages
13. publication on the Purchaser website.

**§ 11**

* + - 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. Any changes or supplements to the contract may be done through a mutual consent of the Parties and in a written form under pain of nullity.
      3. In matters not stipulated herein, the provisions of the act of 23rd April 1964 – Civil Code [Polish Journal of Laws of 2017, item 459 as amended]) shall apply.
      4. Any disputes resulting from this Contract shall be subject exclusively to the Polish court competent for the Purchaser’s place of residence.
      5. The Contract has been written in four (4) copies – two (2) in Polish and two (2) in English[[4]](#footnote-5) and each Party receives one (1) copy in each language.

*......................................... .....................................*

*The Purchaser The Contractor*

**BID FORM**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**ul. Gołębia 24, 31 – 007 Kraków;**

*Unit assigned to this Tender Procedure –* **Public Procurement Office of the JU**

**ul. Straszewskiego 25/2, 31-113 Kraków**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Name (company) of the Contractor –

………………………………………………………………………………….,

Registered office address –

……………………………………………………………………………………,

Mailing address –

……………………………………………………………………………………,

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

E-mail: ...............................................; TAX ID no: - .................................................;

*With reference to the invitation for delivery of a diagnostic beamline components for synchrotron SOLARIS, case no: …………………………….. we hereby submit the following Bid:*

1. we offer the performance of the entire Object of the Contract, for the sum net price: ........…….............................. (PLN/USD)\*, and with due VAT at the rate of ........\*%, for the gross standard price: ….............................(PLN/USD)\* (in words: ...................................................... (PLN/USD)\*).
2. We offer the deadline for the completion of the Object of the contract up to ……………. from contract signing date and with accordance to point 3)1 of Invitation,
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,
5. We declare that we consider ourselves bound by this Bid for the period of 45 days from the date of the opening of the Bid
6. We declare that we are offering the Object of the contract which comply with requirements and conditions of the Purchaser stated in the Invitation.
7. We offer delivery of the Object of the contract covered by warranty valid for ………………months (min. 12 months).
8. Customs tariff code and net weight of the offered equipment is: ………………………[[5]](#footnote-6)
9. The Bid consists of **………………\*** numbered sheets.

**Appendixes to the offer:**

**Appendix no 1** - The declaration regarding lack of the basis for rejection of an offer (according to the templet as below).

**Appendix no 2** - The bid price calculation including a total lump sum and partial prices of the offered Object of the Public Procurement.

**Appendix no 3** – Declaration confirming that the Contractor has a necessary experience in supplying of the UHV components of the experimental or diagnostic beamlines for research laboratories such as synchrotrons or lasers on free electrons. The Contractor is obliged to prove that during the past 3 years counting back from the deadline for submission of the offers, has completed at least one order for design and delivery of UHV vacuum chambers for a minimum value of 90 000 EUR net.

**Appendix no 4** - The copy of a certificate confirming that the Contractor has established and maintenances the quality assurance systems in its company compliant with ISO 9001:2008 standard with respect to production of ultrahigh vacuum components.

**Appendix no 5** – The declaration with acceptation of the contract draft as included in the Invitation.

Appendix no 6 – the power of attorney for a person signing bid if it was signed by a proxy.

**Appendix no 7** - An initial description of the design, allowing the evaluation of following parameters of the designed beamline:

- Maximal dimensions of the components,

- Materials which will be used for building the components,

- Denotation of the motion axis orientation and movement limits,

- Targeted pressure level inside the chambers,

- A description of the component responsible for the absorption of X rays from the synchrotron light in order to achieve the photon beam energy range dedicated for the beamline.

***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 ……………………………………………… 2017*

*........................................................................*

*(stamp and signature of a person authorised to make declarations*

*of intent on behalf and in the name of the Contractor)*

**Appendix no 1 to the bid**

*(The Contractor’s stamp)*

**DECLARATION**

Submitting the bid for delivery of diagnostic beamline UHV components for synchrotron SOLARIS, case no: 80.272.308.2017 I hereby declare that the conditions set out in the point 8.5 of the Invitation for submission of bids, which results in rejection of the bid, do not apply to the company I represent.

*In ……………………………, on ……………………………………………… 2017*

*........................................................................*

*(stamp and signature of a person authorised to make declarations*

*of intent on behalf and in the name of the Contractor)*

**Appendix no 2 to the bid**

*(The Contractor’s stamp)*

**THE BID PRICE CALCULATION**

including a total lump sum and partial prices of the offered Object of the Public Procurement.

*In ……………………………, on ……………………………………………… 2017*

*........................................................................*

*(stamp and signature of a person authorised to make declarations*

*of intent on behalf and in the name of the Contractor)*

**Appendix no 3 to the bid**

*(The Contractor’s stamp)*

**LIST OF DELIVERIES**

|  |  |  |  |
| --- | --- | --- | --- |
| Delivery scope | The clients name and legal form. | Delivery completion date | Net value of the delivery. |
|  |  |  |  |

*In ……………………………, on ……………………………………………… 2017*

*........................................................................*

*(stamp and signature of a person authorised to make declarations*

*of intent on behalf and in the name of the Contractor)*

**Appendix no 5 to the bid**

*(The Contractor’s stamp)*

**ACCEPTATION OF THE CONTRACT DRAFT**

I hereby declare acceptation of the contract draft as included in the invitation for submission of the offers case no: 80.272.308.2017

*In ……………………………, on ……………………………………………… 2017*

*........................................................................*

*(stamp and signature of a person authorised to make declarations*

*of intent on behalf and in the name of the Contractor)*

1. In case of the Contractor from outside of Poland only net price shall be indicated. [↑](#footnote-ref-2)
2. Shall be filled according to the Contractor status. [↑](#footnote-ref-3)
3. If applicable. [↑](#footnote-ref-4)
4. In case of a Contractor outside of Poland. [↑](#footnote-ref-5)
5. To be filled in by the Contractors being registered outside of EU. [↑](#footnote-ref-6)