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| **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, 16th January 2019

**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: www.przetargi.uj.edu.pl
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 2018 item 1986, as amended) and art. 30a-30d of the Act of 30th April 2010 regarding the rules of the science financing (consolidated text: Polish Journal of Laws of 2018, item 87) and the Act of 23th April 1964 – Civil Code (consolidated text: Polish Journal of Laws of 2018, item 1025 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 delivery of multi-electrode array (MEA) workstation for recording and analyzing data from two 60-electrode MEAs. With integrated data acquisition for recording from 120 MEA electrodes and 8 additional analog channels. Integrated filter amplifier and 3-channel current or voltage stimulus generator. Complete with data acquisition and analysis software, 2-channel temperature controller,

power supply, and accessories. USB High Speed data transfer with a sampling rate of up to 50 kHz/channel.

The set should include perfusion elements to use perforated MEAs with silicone sealing rings and stainless steel cannulas. Additionally, the set should include constant vacuum pump with pressure control and a precision differential pressure sensor to measure the target pressure in relation to the actual ambient pressure.

* 1. The deadline for completion of the Object of the orderis: 30 days from the date of contract signature. The detailed T&C of the contract completion are included in the contract draft below.
  2. The Contractor shall offer delivery of the Object of the order with minimum 24 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.
  3. The Contractor shall offer the Object of the Public Procurement compliant with the requirements of the Purchaser specified in the Invitation.
  4. 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.

1. **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 Piotr Molczyk., tel. +4812 663 39 02; faks +4812-663-39-14; e-mail: [piotr.molczyk@uj.edu.pl](mailto:piotr.molczyk@uj.edu.pl), Artur Wyrwa., tel. +4812 663 39 42; faks +4812-663-39-14; e-mail: [artur.wyrwa@uj.edu.pl](mailto:artur.wyrwa@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 power of attorneyfor a person signing bid if it was signed by a proxy.
4. 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.
5. 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
6. 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 (consolidated text: Polish Journal of Laws 2018, item. 419, as amended), may not be make available.
7. 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.
8. 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).
9. The Contractor shall bear all costs related to the preparation and submission of the Bid.
10. **Address and the manner, as well as the deadline for submitting and opening Bids.**
11. 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 10 a.m. on 24 January 2019 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* *multi-electrode array (MEA) workstation for recording and analyzing data from two 60-electrode MEAs. With integrated data acquisition for recording from 120 MEA electrodes and 8 additional analog channels, Case no: 80.272.9.2019*” – do not open before: 24.01.2019 at 10:00.
12. 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 24 January 2019 at 10:00 a .m. in the Public Procurement Office of the Jagiellonian University in Krakow,ul. Straszewskiego 25/2, IIp., 31-113 Krakow.
13. **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 Object of the order.
        4. The Purchaser does not provide for the possibility of granting advance payments or prepayments for the execution of the contract.
14. **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.
    2. 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.
    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 will reject a Bid submitted by the following contractors:
    6. 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;
    7. 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;
    8. 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 (consolidated text: Polish Journal of Laws of 2018, items 703 as amended);
    9. A contractor which has been prohibited from tendering for public contracts as a precautionary measure;
    10. 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 (consolidated text: Polish Journal of Laws of 2017, item 1508, 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 (consolidated text: Polish Journal of Laws of 2017, item 2344, as amended);
    11. 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;
15. 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
16. The Purchaser shall simultaneously notify all the Contractors who submitted the Bids about the result of the Public Procurement providing the justification.
17. **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 on its Public Information Bulletin website, 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.
18. **Contract template.**

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**CONTRACT 80.272.9.2019**

**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 2018 item 1986, as amended) and with relation to the art. 30a-30d of the Act of 30th April 2010 regarding the rules of the science financing (consolidated text: Polish Journal of Laws of 2018, item 87,) and the Act of 23rd April 1964 – Civil Code (consolidated text: Polish Journal of Laws of 2018,, item 1025 as amended).

**§ 1**

1. The scope of the Contract is delivery complete multi-electrode array (MEA) workstation for recording and analyzing data from two 60-electrode MEAs. With integrated data acquisition for recording from 120 MEA electrodes and 8 additional analog channels hereinafter referred to as a set or system.
   1. Integrated filter amplifier and 3-channel current or voltage stimulus generator.
   2. Complete with data acquisition and analysis software, 2-channel temperature controller, power supply, and accessories.
   3. USB High Speed data transfer with a sampling rate of up to 50 kHz/channel.
   4. The set should include perfusion elements to use perforated MEAs with silicone sealing rings and stainless steel cannulas.
   5. Additionally, the set should include constant vacuum pump with pressure control and a precision differential pressure sensor to measure the target pressure in relation to the actual ambient pressure.
   6. The detailed description of the Object of the delivery is contained in the in the Contractor’s offer dated……….2019, which are integral parts of the contract.
2. The Contractor shall deliver the Object of the contract **within 30 days** from the date of contract signing, whereby the Purchaser allows earlier execution of the order. If the notification of the customs Object of the contract being a non-EU goods in the light of customs regulations is made by the Purchaser, the deadline is the day when the Contractor submits the Object of the order together with the necessary documents to make an effective notification.
3. Delivery of the Object of Contract shall be DAP Krakow in accordance with Incoterms 2010, at the following address:

*Department of Neurophysiology and Chronobiology*

*Institute of Zoology and Biomedical Research*

*Jagiellonian University in Krakow*

*Gronostajowa 9, 30-387 Krakow, Poland.*

1. The Object of the contract shall be properly supported and contained to prevent damage and contamination during transport. Shock watches shall be attached inside and outside of the packing box (in an easily visible place).
2. At the time of delivery, the Contractor is also obliged to provide the following documents:
3. List of the delivered devices and its quantity, including in particular: proper name of the Apparatus, manufacturer, year of manufacture, serial number, characteristic operational parameters,
4. guarantee cards, service and operating manual,
5. approvals, certificates and declarations of conformity, if required by the Purchaser.

**§ 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).
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 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[[1]](#footnote-2).
6. The remuneration specified in sec. 2 includes all costs that the Contractor have to bear in order to fulfil the Contract in particular the costs of delivery, installation of the Object of the contract and provision of the guarantee

**§ 3**

1. The remuneration specified in § 2 shall be paid in one instalment after delivery of the Object of the contract to the Purchaser, confirmed with a delivery protocol signed by the Purchaser without any reservations.
2. The payment of remuneration shall be made within 30 days of the delivery of invoice to the Purchaser, after completing the entire Object of the contract.
3. The remuneration due to the Contractor shall be paid from the Purchaser’s bank account to the Contractor`s bank account indicated on the invoice.
4. On the invoice as the Purchaser shall be indicated:

**Uniwersytet Jagielloński**

**ul. Gołębia 24, 31-007 Kraków**

**Tax Identification Number: PL 675-000-22-36**

1. The Purchaser shall be informed about delivery time not later than a day when the device is sent. The courier name and tracking number shall be provided as well.
2. The Purchaser shall immediately inform the Contractor and a courier of any faults or defects identified at the moment of delivery, however, no later than within 7 days from the date of receipt
3. The Object of the contract becomes a property of the Purchaser with the date when the entire remuneration of the Contractor as in the § 2 is paid.
4. The signing of the protocol does not exclude claims by the Purchaser for improper performance of the contract in particular in the case of detecting defects in the Object of the contract by the Purchaser after the receipt.

**§ 4**

* + - 1. The Contractor undertakes to deliver the Object of the Contract with no faults and defects, covered by the producer’s warranty valid for 24 months counted from the date of delivery stated in the delivery protocol.
      2. The Purchaser undertakes adhere to basic exploitation conditions stated in warranty instructions and/or manual instructions submitted by the Contractor.
      3. The Purchaser shall notify the Contractor without undue delay in one or more of the following forms: in writing, by e-mail, by phone or fax of any defects arising in the Object of the Contract. The Contractor shall repair (remove fault /defect ) at the place of use of the device within 30 days of receiving the notice of the Purchaser, unless the Parties set a different date of repair in writing.
      4. In the event that any item is Object to significant repair, the Purchaser reserves the right to request the Contractor to exchange it free of charge for a new one free from defects and defects if it becomes defective again and / or damaged.

**§ 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 7 days in delivery of the Object of the contract. The penalty rate is 0,1% of the net value of Object of the contract, 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. 2,. The maximum level of delay penalty is 15% of the total contract net value as in the § 2 sec. 2.
5. delay longer than 7 days in removal of defects found at the moment of delivery takeover. The penalty rate is 0,1% of the net value of Object of the contract or its 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, but not more than 15% of the defected parts net value.
6. delay longer than 7 days in removal of defects found during the warranty period. The penalty rate is 0,1 % net value of Object of the contract or its 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 after specified in § 4 sec. 3 contracts, to remove defects, but not more than 15% 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 Parties have the right to demand compensation on the basis of general rules of Civil Code, over the contractual penalties.
9. 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.
10. The Purchaser has the right to deduct the eventual penalties from an invoice which has to be paid.
11. 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 not earlier than within 7 days from the date of becoming aware of the occurrence of the following circumstances and no later than the date set in § 1 sec. 2:

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 Object of the Contract is longer than 30 calendar days in respect to the deadline as stated in the § 1 sec. 2.
5. The delivered object of the contract does not meet the contractual requirements and in an additional deadline 15 days, the Contractor did not fulfil its contractual obligation.
   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:

Department of Neurophysiology and Chronobiology

Institute of Zoology and Biomedical Research

Jagiellonian University in Krakow

Gronostajowa 9, 30-387 Krakow, 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 for example 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.
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.

**§ 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, other intellectual property rights or from other legal defects of the Subject of the contract 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, allowing the Purchaser to use and dispose of documentation without limitation as to the territory, time and number of copies
5. The Contractor shall grant the Purchaser the license referred to in sec. 4 above in 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. publication on the Purchaser website,
10. using the subject of the contract or its individual elements, especially for teaching and educational purposes.

**§ 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 Polish law shall apply, in particular the act of 23rd April 1964 – Civil Code [Consolidated Text: Polish Journal of Laws of 2018, item 459 as amended]).
      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[[2]](#footnote-3) and each Party receives one (1) copy in each language. In case of translation discrepancy, the Polish version prevails.

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

*The Purchaser The Contractor*

**BID FORM**

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

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

**ul. Gołębia 24, 31 – 007 Kraków;**

*Unit assigned to this Tender Procedure –* **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 delivery multi-electrode array (MEA) workstation for recording and analyzing data from two 60-electrode MEAs. With integrated data acquisition for recording from 120 MEA electrodes and 8 additional analog channels, we hereby submit the following Bid:*

1. we offer the performance of the entire Object of the Contract, for the sum net price: ........…….............................. (PLN/EUR)\*, and with due VAT at the rate of ........\*%, for the gross standard price: ….............................(PLN/EUR)\* (in words: ...................................................... (PLN/EUR)\*).
2. We offer the deadline for the completion of the Object of the contract up to ……………. 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 30 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. 24 months).
8. 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** – the power of attorney for a person signing bid if it was signed by a proxy.

***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 ……………………………………………… 2019*

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

*(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 multi-electrode array (MEA) workstation for recording and analyzing data from two 60-electrode MEAs. With integrated data acquisition for recording from 120 MEA electrodes and 8 additional analog channels, case no: 80.272.9.2019. 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 ……………………………………………… 2019*

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

*(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[[3]](#footnote-4)**

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

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| no. | Name | The number of items | Manufacturer | Model | Net price per piece | Gross price per unit | The net value | Gross value |
| 1 |  |  |  |  |  |  |  |  |
| … |  |  |  |  |  |  |  |  |
| Total | | | | | | |  |  |

*In ……………………………, on ……………………………………………… 2019*

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

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

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

1. If applicable. [↑](#footnote-ref-2)
2. In case of a Contractor outside of Poland. [↑](#footnote-ref-3)
3. **Note: In case of doubts as to the compliance of the offer with the Invitation, the Purchaser reserves the right to request the Contractor to submit the catalogs (prospectus) of the producer/s to the offered elements** [↑](#footnote-ref-4)