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Krakow, 23th August 2019 r.

Reference: The invitation to tender for choosing a Contractor for delivery of backup vacuum chamber for kicker magnet for SOLARIS National Synchrotron Radiation Centre.

Modification of the Invitation

The Purchaser presents below the modification of the Invitation in the proceedings for the above-mentioned subject scope:

Point 8) 4 of the Invitations is amended as follows:

"Advance payment is envisaged in favor of handling the subject of the order. The Contractor shall specify in the bid terms of payment, whether the Contractor requires advance payment or not. Payment will be made in accordance with the provisions of the Agreement."

If the Contractor does not require the advance payment the provisions of the Agreement will be changed by the Ordering party as follow:

§5 of the Agreement will be amended as follows:

- 1. The remuneration being the subject of §2 item 1 shall be payable after the receipt of the subject of the Agreement by the Ordering Party in accordance with the provisions of §3.*
- 2. The payment being the subject of item 1 hereinabove shall be handled within 30 days as of the moment of receipt of a correctly issued invoice by the Ordering Party and signing of the applicable handing over protocol by the Ordering Party, with reservation of provisions of §3 item 16 letter b) in the event the invoice is delivered prior to the delivery of the subject hereof or in the event it will be impossible to determine the invoice delivery date, the payment date shall be counted as of the date of signing of the applicable handing over protocol by the Ordering Party.*
- 3. The Ordering Party shall have the right to withhold the execution of the payment in total or in part, in the event the delivered subject of the Agreement fails to meet the required technical parameters, if it was damaged in transit or failed to be delivered within a due time.*
- 4. In the event the delivered subject of the Agreement does not meet the technical requirements, in particular if it failed to reach the parameters as declared by the Contractor in the offer, used for the evaluation of the quality criteria if the offer in accordance with SIWZ, the Ordering Party shall be entitled at his own discretion to reduce the remuneration attributable to the Contractor as appropriate:*
 - to the amount of the offer as proposed by other Contractor participating in the procurement procedure whose offer was appraised lower due to a lower quality parameters declared, or*

Invitation to tender for delivery of a backup vacuum chamber for Kicker type magnet to SOLARIS National Synchrotron Radiation Centre

Case ref. no: 80.272.277.2019

- by the amount specified by the independent valuator appointed for that purpose, or
 - by the amount set mutually by the Parties hereof.
5. The remuneration attributable to the Contractor shall be payable by transfer from the bank account of the Ordering Party to the bank account of the Contractor as specified in the invoice.
 6. The payment place shall be the bank of the Ordering Party.

and § 15 will be deleted.

With kind regards,

Alicja Rajczyk

Adresse:

2. Jagiellonian University Procurement website;
3. Ad/acta.