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| **JAGIELLONIAN UNIVERSITY****PUBLIC PROCUREMENT OFFICE****Ul. Straszewskiego 25/2, 31-113 Kraków****phone: +4812-663-30-03, fax +4812-663-39-14;****e-mail: bzp@uj.edu.pl** [**www.uj.edu.pl**](http://www.uj.edu.pl)[**www.przetargi.uj.edu.pl**](http://www.przetargi.uj.edu.pl) |  |

 Krakow, date 7.08.2020

**SPECIFICATION OF ESSENTIAL TERMS OF THE CONTRACT**

**hereinafter referred to as the SETC (abbreviation)**

1. **Name (company) and address of the Contracting Entity.**
	1. Jagiellonian University, ul. Gołębia 24, 31-007 Kraków.
	2. Unit handling the case:
	3. Public Procurement Office JU, ul. Straszewskiego 25/2, 31-113 Kraków;
		1. phone: +4812-432-44-50; fax +4812-663-39-14;
		2. e-mail: bzp@uj.edu.pl
		3. website [www.uj.edu.pl](http://www.uj.edu.pl)
		4. place of publication of notices and information: [www.przetargi.uj.edu.pl/ogloszenia-o- postepowaniach](http://www.przetargi.uj.edu.pl/ogloszenia-o-%20postepowaniach)
		5. Public Procurement Office JU, ul. Straszewskiego 25/2, 31-113 Kraków, works from Monday to Friday from 7:30 to 15:30, excluding public holidays.
2. **Contract award procedure.**
	* + 1. The procedure is conducted by means of an open tender, in accordance with provisions of the Act of 29 January 2004 - Public Procurement Law, hereinafter referred to as “PPL”. (i.e. Journal of Laws 2019, item 1843 as amended), and the estimated value of the contract is higher than the so-called "EU thresholds" specified in the regulations issued pursuant to Article 11(8) of the PPL. In the course of the procedure, the Contracting Entity will apply the so-called "reversed procedure" specified in Article 24a of the PPL.
			2. In this procedure, due to the value of the contract, communication between the Contracting Entity and the Economic Operator takes place in electronic form, via miniPortal <https://miniportal.uzp.gov.pl/>, ePUAP <https://epuap.gov.pl/wps/portal> and electronic mail, on the terms and in the manner set out in point 8) of this SETC.
			3. The procedure shall be conducted by a tender committee appointed to conduct this public contract award procedure.
			4. The activities undertaken by the Contracting Entity and the Economic Operators in the contract award procedure shall be governed by the provisions of the PPL and executive acts issued on its basis, and in matters not regulated by the provisions of the Act of 23 April 1964 - Civil Code shall apply (i.e. Journal of Laws 2019, item 1145 as amended).
3. **Description of the subject-matter of the contract.**
	1. The subject-matter of the procedure and of the contract is the selection of the Economic Operator to conduct 864 microarray analyses of the SNP type, i.e. Infinium® Global Screening Array, Illumina and 1160 DNAmeth microarray analyses, i.e. Infinium® MethylationEPIC 850K, Illumina, for the Małopolska Centre of Biotechnology JU.
	2. The contract is carried out as part of a project entitled: “Epigenome analysis for investigative purposes - increasing identification and detection capabilities of DNA testing" implemented from the resources of the National Centre for Research and Development (NCRD) - grant agreement no. DOB-BIO10/06/01/2019.
	3. A detailed description of the subject-matter of the contract with a description of the minimum parameters and technical and functional requirements is contained in Annex A to SETC.
	4. **General requirements for the whole contract**:
	5. The tender must be unambiguous and comprehensive, i.e. it must cover the entire subject-matter of the contract.
	6. The Economic Operator must offer the subject-matter of the contract in accordance with requirements of the Contracting Entity as defined in SETC.
	7. Where the Economic Operator announces the employment of subcontractors, a list with the scope of tasks assigned to them (parts of the contract) must be attached to the tender, and it is not permitted to subcontract work by subcontractors to subsequent subcontractors.
	8. Description of the subject-matter of the contract according to the nomenclature of the Common Procurement Vocabulary CPV: 73000000-2 - Research and development services and related consultancy services.
4. **Deadline for performance of the contract.**
	1. The contract must be performed between the date of conclusion of the agreement and 30.06.2021 or until earlier exhaustion of the amount of the agreement.
	2. The Contracting Entity allows for earlier performance of the contract.

1. **Description of the subject-matter conditions of participation in the procedure**
	* + 1. Competences or entitlements to pursue a specific professional activity, in so far as this is provided for in separate regulations – the Contracting Entity does not set a condition in this respect;
			2. Economic or financial situation - the Contracting Entity does not set a condition in this respect;
			3. Technical or professional capacity - Economic Operators who prove that they have the necessary knowledge and experience, i.e.: during 3 years preceding the deadline for submission of tenders, and if the period of activity is shorter - in this period, have performed, and in the case of periodical or continuous services are also performing, at least one contract (separate contract) to carry out microarray analyses with a value of not less than PLN 700.000 gross (read: seven hundred thousand Polish zloty, 00/100) and these services have been performed or are being performed properly. By "separate contract" the Contracting Entity means one written contract for a fee - and not the sum of individual oral or written orders executed for the same entity - concluded for the period indicated in the condition between the Economic Operator submitting the tender and any recipient.
			4. The Economic Operator may rely on the technical or professional capacity or the financial or economic situation of other entities, regardless of the legal nature of the legal relationship it has with the Operator, to confirm the fulfilment of the conditions for participation in the procedure.
			5. The Contracting Entity shall adopt the average exchange rate into PLN published by the National Bank of Poland for the currency on the date of publication of the announcement to convert the value indicated in the documents submitted in order to confirm the fulfilment of the conditions for participation in the procedure expressed in currencies other than PLN.
2. **Grounds for excluding Economic Operators**
	* + 1. Obligatory grounds for excluding an Economic Operator are set out in Article 24(1)(12-23) of the PPL.
			2. Pursuant to Article 24(5) of the PPL, the Contracting Entity will exclude from the procedure the Economic Operator:
	1. in relation to which liquidation has been opened, the arrangement approved by the court in the restructuring proceedings provides for the satisfaction of creditors by liquidation of his assets or the court has ordered liquidation of his assets pursuant to Article 332(1) of the Act of 15 May 2015 - Restructuring Law (i.e. Journal of Laws 2020, item 814 as amended) or whose bankruptcy was announced, except for the Economic Operator, which after the announcement of bankruptcy concluded an arrangement approved by a valid court decision, if the arrangement does not provide for the satisfaction of creditors by liquidation of the assets of the bankrupt, unless the court ordered liquidation of its assets under Article 366(1) of the Act of 28 February 2003 - Bankruptcy Law (i.e. Journal of Laws 2019, item 498 as amended.);
	2. who has intentionally seriously breached his professional obligations, which undermines his integrity, in particular where the Economic Operator as a result of intentional misconduct or gross negligence has failed to perform or has improperly performed the contract, as the Contracting Entity is able to demonstrate by appropriate means of evidence;
	3. who, for reasons attributable to him, has not performed or has improperly performed to a significant extent an earlier public procurement contract or a concession contract concluded with the Contracting Entity, referred to in Art. 3 paragraph 1 points 1-4, which led to the termination of the contract or an order of damages;
	4. which has breached its obligations regarding the payment of taxes, fees or contributions for social or health insurance, as the Contracting Entity is able to demonstrate by appropriate means of evidence, except in the case referred to in article 24(1)(15) of the PPL, unless the Economic Operator has paid the taxes, fees or contributions due for social or health insurance together with interest or fines or has entered into a binding agreement on the payment of these amounts.
3. **A list of statements and documents to be provided by Economic Operators in order to confirm the fulfilment of the conditions for participation in the procedure and the absence of grounds for exclusion.**

If, in the course of the procedure, the Economic Operator fails to submit a statement, statements or documents necessary to conduct the procedure, the submitted statements or documents are incomplete, contain errors or raise doubts as indicated by the Contracting Entity, the Contracting Entity shall call for their submission, completion, correction within a time limit indicated by himself, unless, despite their submission, the Economic Operator's tender would be rejected or the procedure would have to be cancelled.

* 1. **Obligatory statements submitted together with the tender:**
	2. In order to confirm that the conditions for participation in the procedure have been met and that there are no grounds for excluding the Economic Operator from the public contract award procedure in the circumstances referred to in points 5) and 6) of SETC, the Economic Operator must attach to the tender a statement - the European Single Procurement Document (ESPD), a template of which is attached as Annex 1 to the tender form. In order to complete the statement in the ESPD form, it must be downloaded from the [www.przetargi.uj.edu.pl](http://www.przetargi.uj.edu.pl) website, saved on the computer hardware and imported and completed through the ESPD service available at: http://espd.uzp.gov.pl . The completed ESPD must be signed with a qualified signature. The ESPD service does not archive files. The Contracting Entity informs that the Manual for Completing the European Single Procurement Document is available (in Polish) on the Polish Public Procurement Office website: <https://www.uzp.gov.pl/__data/assets/pdf_file/0015/32415/Jednolity-Europejski-Dokument-Zamowienia-instrukcja.pdf> .
	3. The European Single Procurement Document (ESPD) shall be submitted in electronic form (a separate file), bearing a qualified electronic signature, and then, together with the files constituting the tender, shall be compressed into a single archive file in the following format:***\*.zip***.
	4. The Economic Operator relying on the resources of other entities, in order to prove that there are no grounds for exclusion against them and to meet - to the extent to which their resources are referenced - the conditions for participation in the procedure, shall be obliged to submit the statement referred to in clause 1.1 concerning those entities.

In this case, the European Single Procurement Document (ESPD) shall be submitted in electronic form (a separate file), bearing the qualified electronic signature of the entity on whose resources the Economic Operator is relying, and then, together with the files constituting the tender, the file shall be compressed into a single archive file in the following format: ***\*.zip***.

* 1. In the case of joint bidding by Economic Operators (e.g. in the form of a consortium), a statement to confirm that there are no grounds for exclusion as referred to in point 1.1 shall be submitted by each of the Economic Operators jointly bidding for the contract. In this case, the European Single Procurement Document (ESPD) shall be submitted in electronic form (a separate file for each of the Economic Operators acting jointly) bearing a qualified electronic signature issued for each of the Economic Operators respectively, and then, together with the files constituting the tender, shall be compressed into one archive file in the following format: ***\*.zip***.
	2. **Additional obligatory statements submitted with the tender required for reliance on third party resources**

The Economic Operator, which relies on the capacity or situation of other entities, must prove to the Contracting Entity that in performing the contract it will have at its disposal the necessary resources of those entities, in particular by presenting, together with the tender, commitments of those entities to make available to it the necessary resources for the performance of the contract according to the template constituting Annex 4 to the tender form. The content of the commitment should clearly and unambiguously indicate the scope of another entity's commitment, specify what the commitment concerns and how and in what period it will be performed.

* 1. **Statements to be submitted obligatorily by all Economic Operators within 3 days of the publication of the list of submitted tenders on the website of the Contracting Entity**

A statement of affiliation or lack of affiliation to the same capital group according to the template attached as Annex 2 to SETC. The statement should be submitted on the basis of the list of tenders submitted in the given procedure published on the website of the Contracting Entity.

* 1. **Documents and statements valid as of the date of submission, which the Economic Operator will be obliged to submit on call to the Contracting Entity within a specified period not shorter than 10 days - applies to the Economic Operator whose tender has received the highest rating**

Pursuant to the provisions of Article 24aa of the PPL, the Contracting Entity will first evaluate the tenders, and only in relation to the Economic Operator whose tender was assessed as the most advantageous, the Contracting Entity will examine the absence of grounds for exclusion and the fulfilment of the conditions for participation in the procedure.

The Contracting Entity, prior to awarding the contract, shall call upon the Economic Operator whose tender has received the highest rating to submit the following statements or documents within a specified time limit, which shall be not shorter than 10 days:

* 1. a list of services confirming that the condition for participation in the procedure has been met, together with evidence that the services included in it have been duly performed. Evidence shall be references or other documents issued by the entity for the benefit of which the supplies were performed, and if for a justified reason of objective nature the Economic Operator is not able to obtain such documents - a statement by the Economic Operator. In the case of periodic or continuous services still being performed, references or other documents confirming their proper performance should be issued not earlier than 3 months before the deadline for submission of tenders.
	2. information from the National Criminal Register to the extent specified in Art. 24(1)(13,14 and 21) of the Act, issued not earlier than 6 months before the deadline for submission of tenders or applications to participate in the procedure,
	3. a certificate of the competent head of the tax office confirming that the Economic Operator is not in arrears with the payment of taxes, issued not earlier than 3 months before the deadline for submission of tenders, or any other document confirming that the Economic Operator has entered into an agreement with the competent tax authority on the repayment of such receivables together with any interest or fines, in particular, has obtained the legal exemption, deferment or rescheduling of overdue payments or suspension in full of the execution of the decision of the competent authority;
	4. a certificate of the relevant local organizational unit of the Social Insurance Institution or the Agricultural Social Insurance Fund (Pl. Kasa Rolniczego Ubezpieczenia Społecznego) or another document confirming that the Economic Operator is not in arrears with the payment of social or health insurance contributions, issued not earlier than 3 months before the deadline for submission of tenders or applications to participate in the procedure, or other documents confirming that the Economic Operator has entered into an agreement with the competent authority on the repayment of such receivables together with any interest or fines, in particular, has obtained a legal exemption, deferral or rescheduling into instalments of overdue payments or suspension in full of the execution of the decision of the competent authority;
	5. an excerpt from the relevant register or from the central register and information on business activity, if separate regulations require entry in the register.
	6. statement of the Economic Operator on the absence of a final court judgment or a final administrative decision on arrears concerning the payment of taxes, fees or social security or health insurance contributions or - if such a judgment or decision is issued - documents confirming the payment of such receivables together with interest or fines, if any, or the conclusion of a binding agreement on the repayment of such receivables;
	7. statement of the Economic Operator on the absence of a ruling against it as a precautionary measure prohibiting the bidding for public contracts.
	8. statement of the Economic Operator on no arrears in payments of taxes and local charges referred to in the Local Taxes and Fees Act of 12 January 1991 (i.e. Journal of Laws of 2019, item 1170 as amended).
	9. If the Economic Operator has its registered office or place of residence outside the territory of the Republic of Poland, instead of the documents referred to in point 7) 44.3, the Economic Operator shall submit information from an appropriate register or, in the absence of such register, another equivalent document issued by a competent judicial or administrative authority of the country in which the Economic Operator has its registered office or place of residence, or place of residence of the person to whom the information or document relates (issued not earlier than 6 months before the deadline for submission of tenders);
	10. If the Economic Operator has its registered office or place of residence outside the Republic of Poland, instead of the documents referred to in point 7)4.4.4, - 7)4.4.6 of this SETC, it shall submit a document or documents issued in the country in which the Economic Operator has its registered office or place of residence, confirming respectively that:
	11. he is not in arrears with the payment of taxes, charges, social security or health insurance contributions or that he has concluded an agreement with the competent authority for the repayment of these charges together with any interest or fines, in particular he has obtained the authorisation provided for by law, deferral or rescheduling into instalments of the overdue payments or suspension in full of the execution of the decision of the competent authority (issued not earlier than 3 months before the deadline for submission of tenders);
	12. no liquidation has been opened or no bankruptcy has been announced with respect to him (issued not earlier than 6 months before the deadline for submission of tenders).
	13. If in the country of residence of a person or in the country where the Economic Operator has its registered office or place of residence, the documents described above in SETC points 7) 5 and 7) 6 are not issued, they shall be replaced by a document containing, respectively, a statement of the Economic Operator, indicating the person or persons authorized to represent him or a statement of the person to whom the document was to refer, submitted to a notary or a judicial, administrative or professional or business self-government body competent in respect of the registered office or place of residence of the Economic Operator or the place of residence of that person.
	14. In case of doubts concerning the content of the document submitted by the Economic Operator, the Contracting Entity may address the competent authorities of the country where the Economic Operator has its registered office or place of residence of the person to whom the document refers for providing the necessary information concerning the document.
1. **Information on how the Contracting Entity communicates with Economic Operators**
	* + 1. General information on how the Contracting Entity communicates with Economic Operators:
	1. In the contract award procedure, communication between the Contracting Entity and Economic Operators takes place with the use of miniPortal <https://miniportal.uzp.gov.pl/> , ePUAP <https://epuap.gov.pl/wps/portal> and e-mail, with the reservation that the tender must be submitted with the use of miniPortal.
	2. The Economic Operator intending to participate in the public contract award procedure must have an account on ePUAP. The Economic Operator having an account on ePUAP has access to the following forms: submission, amendment, withdrawal of the tender or application and to the communication form.
	3. The technical and organisational requirements for sending and receiving electronic documents, electronic copies of documents and statements and information provided using them are described in the Terms and Conditions of Use of miniPortal and Terms and Conditions of ePUAP.
	4. The maximum size of files sent through dedicated forms for submission, amendment, withdrawal of tender or application and for communication is 150 MB.
	5. The date of transmission of tenders, applications, notifications, electronic documents, statements or electronic copies of documents or statements and other information shall be the date of their transmission to ePUAP.
	6. The manner of preparing electronic documents, statements or electronic copies of documents or statements must be in accordance with the requirements set out in the Regulation of the Prime Minister of 27 June 2017 on the use of electronic communication means in the public contract award procedure and making available and storing electronic documents *(i.e. Journal of Laws 2017, item 1320 as amended)* and the Regulation of the Minister of Development of 26 July 2016 on the types of documents that the Contracting Entity may demand from the Economic Operator in the contract award procedure *(i.e. Journal of Laws 2016, item 1126 as amended)*, that is:
		1. Documents or statements, including tender, and documents proving that the deposit has been paid in a form other than in cash, shall be submitted in the original in electronic form, using a qualified electronic signature.
		2. If the original of the document or statement referred to in Article 25.1 of the PPL or other documents or statements submitted in the contract award procedure have not been drawn up in the form of an electronic document, the Economic Operator may make and transmit an electronic copy of the document or statement held, bearing a qualified electronic signature, which is equivalent to certifying them as true copies of the original.
		3. If the Economic Operator provides an electronic copy of the document or statement, providing it with a qualified electronic signature by the Economic Operator or by an entity on whose capacity or situation the Economic Operator relies in accordance with the rules set out in Article 22a of the PPL or by a subcontractor, is equivalent to certifying the electronic copy of the document or statement as a true copy of the original.
		4. If the Economic Operator submits an electronic document in the compressed data format, the provision of an electronic signature to a compressed data file (\*.zip) is equivalent to the certification by the Economic Operator as a true copy of all electronic copies of the documents contained in that file, except for copies certified, as appropriate, by another Economic Operator applying jointly with him for awarding the contract, by an entity on whose capacity or situation the Economic Operator relies, or by a subcontractor.
	7. The Contracting Entity informs that the procedure identifier and public key for this contract award procedure are available on the *List of all procedures* on miniPortal and have the following form:
2. **procedure identifier - c2e3f260-020d-454e-8b10-21b6d863239f**
3. **public key – Annex no. 4 to SETC**
	* + 1. Manner of communication between the Contracting Entity and Economic Operators concerning effective submission of tenders in this procedure:
	1. The Economic Operator shall submit a tender via the Form to submit, amend, withdraw the tender or application available on ePUAP and also available on miniPortal. The public key necessary to encrypt the tender by the Economic Operator is available to Economic Operators on miniPortal. The Contracting Entity reserves that the moment the tender is submitted is perceived as the time on the server operating miniPortal, which saves the data sent to it with an accuracy of a hundredth of a second. **The Contracting Entity reserves that submitting a tender in another electronic form will result in the rejection of the tender on the basis of Art. 89(1)(1) of the y PPL.**
	2. The tender should be drawn up in the Polish or English language, in electronic form in the data formats: ***\*.doc, \*docx, \*pdf*** and signed with a qualified electronic signature. The method of submitting the tender, including encryption (decryption) of the tender is described in the Terms and Conditions of Use of miniPortal, using a dedicated application available at the address:

<https://miniportal.uzp.gov.pl/AplikacjaSzyfrowanie.aspx>.

The tender must be submitted as the original version.

* 1. All information constituting a business secret within the meaning of the Act on Combating Unfair Competition of 16 April 1993 *(i.e. Journal of Laws 2018, item 419 as amended)*, which the Economic Operator reserves as a business secret, should be submitted in a separate file with a simultaneous marking of the command ***"Annex constituting a business secret"*** and then, together with the files constituting an unclassified part, compressed into one archive file in the following format***\*.zip***.
	2. The tender must be accompanied by the European Single Procurement Document (ESPD) in electronic form, bearing a qualified electronic signature, and then compressed together with the files constituting the tender into one archive file in the following format: ***\*.zip***.
	3. The Economic Operator may, before the expiry of the deadline for submission of tenders, amend or withdraw the tender via the Form for submission, amendment, withdrawal of the tender or application available on ePUAP and also made available on miniPortal. The method of amending and withdrawal of the tender is described in the User Manual available on miniPortal.
	4. The Economic Operator may not effectively amend or withdraw its tender after the expiry of the deadline for submission of tenders indicated in paragraph 12(1) of this SETC.
		+ 1. The manner of communication between the Contracting Entity and Economic Operators concerning the effective submission of notifications, electronic documents, statements or electronic copies of documents or statements and other information in this procedure (not applicable to the submission of tenders and applications as indicated in point 8) 2 of SETC):
	5. In contract award procedure, communication between the Contracting Entity and Economic Operators, in particular, the submission of statements, applications (other than those indicated in point 8) 2 of the SETC), notifications and transmission of information takes place electronically:
		1. through a ***dedicated form available on ePUAP and made available by miniPortal (Communication Form)***. In all correspondence related to this procedure, the Contracting Entity and Economic Operators shall use the announcement number (BZP, TED or Procedure ID).
		2. by e-mail at the address indicated in section 8) 4 of this SETC.
			1. Artur Wyrwa, Jerzy Wordliczek or Jan Wojas are authorised to communicate with Economic Operators on a formal and substantive basis – phone: +4812-663-39-03, fax +4812-663-39-14; e-mail: artur.wyrwa@uj.edu.pl or jerzy.wordliczek@uj.edu.pl jan.wojas@uj.edu.pl
1. **Requirements for the deposit.**

The Contracting Entity does not require a deposit.

1. **Tender validity period.**
2. The tender validity period shall be 60 days.
3. The Economic Operator alone or at the request of the Contracting Entity may extend the tender validity period, but the Contracting Entity may only once, at least 3 days before the expiry of the tender validity period, request Economic Operators to agree to an extension for this period by an indicated time, but not more than 60 days.
4. The tender validity period shall start at the expiry of the term for submission and opening of tenders.
5. **Description of the manner of tender preparation.**
6. Each Economic Operator may submit only one tender, covering the entire subject-matter of the contract.
7. Two or more entities may submit one tender, subject to the provisions of Article 23 of the PPL.
8. The tender should be drawn up in the Polish or English language, in accordance with the requirements of the electronic form in the format: ***\*.doc \*docx, \*pdf*** on the terms and in the mode indicated in point 8) 2 of this SETC and signed with a qualified electronic signature, **on pain of rejection of the tender under Article 89(1)(1) of the PPL**. The provisions of the first sentence concerning preservation of the electronic form and affixing the documents with the qualified electronic signature, apply to all statements and documents submitted with the tender.
9. The Economic Operator must attach to the tender a calculation of the lump sum price calculated on the basis of the price calculation in Annex 2 of the tender form. This information will be used to verify the compliance of the parameters of the offered subject-matter of contract with the requirements set out in SETC.
10. The Contracting Entity requests the Economic Operator to indicate in its offer part of the contract, in accordance with the provisions of the SETC, the performance of which it intends to entrust to subcontractors, as well as to indicate the names (companies) of subcontractors, according to the template attached as Annex 5 to the tender form, respectively.
11. The tender and its integral annexes shall be drawn up by the Economic Operator in accordance with the provisions of this SETC and the content of tender form and its annexes attached as Annex no. 1 to this SETC, in particular the tender shall contain:
12. the completed and signed tender form and its annexes (filled in and completed or drawn up in accordance with their content), in particular for the performed price calculation.
13. the original of the power of attorney(s) or a notarised copy if the tender is signed by a plenipotentiary [required in particular if the tender is submitted by joint bidders (consortium) and the tender is not signed by all members of the consortium]. In this case, the original of the power of attorney or notarised copy must be submitted with the tender in electronic form (a separate file) bearing a qualified electronic signature by the person granting the power of attorney or a notary, and then compressed together with the files constituting the tender into one archive file in the following format: ***\*.zip***.
14. The Economic Operator may amend or withdraw the tender before the expiry of the deadline for submission of tenders under the terms and conditions and in accordance with the procedure laid down in point 8) 2 of this SETC.
15. The Economic Operator may not effectively amend or withdraw the submitted tender after the expiry of the deadline for submission of tenders.
16. All costs related to the preparation and submission of the tender shall be borne by the Economic Operator.
17. **Deadline for submission and opening of tenders.**
	1. Tenders shall be submitted **until (date) 8.09.2020 (hour) 10:00** under the rules and procedures set out in point 8) 2 of this SETC.
	2. Opening the tenders shall take place on (date) **8.09.2020 , at 10:30** at the Public Procurement Office JU in Krakow (31-113) at the address: ul. Straszewskiego 25/2, according to the manner indicated in point 12) 3 SETC.
	3. Tenders will be opened by using the tender encryption application available at the address: <https://miniportal.uzp.gov.pl/AplikacjaSzyfrowanie.aspx> and it is done by decrypting tenders with a private key.
	4. The opening of tenders is public, Economic Operators may participate in the tenders opening session.
	5. Immediately before the opening of tenders, the Contracting Entity will state the amount it intends to use to finance the entire contract.
	6. At the opening of tenders, the Contracting Entity shall provide the names (companies) and addresses of Economic Operators, as well as information on the price, the execution date, the warranty period and the payment conditions contained in particular tenders for the entire order.
	7. As soon as tenders are opened, the Contracting Entity shall post the information about the opening of tenders on its website.
	8. Tenders received after the deadline for the submission of tenders will be returned to Economic Operators after the expiry of the deadline for appeal, of which the Contracting Entity will immediately notify Economic Operators.
18. **Description of the price calculation method.**
	1. The lump sum tender price should be given in Polish zloty and calculated on the basis of an individual calculation with the unit prices of specific analyses, taking into account all costs necessary for its execution, including taxes and discounts, rebates etc., which the Economic Operator intends to grant.
	2. The total lump sum price calculated on the basis of an individual calculation by Economic Operators taking into account the SETC content should correspond to the price given by the Economic Operator in the tender form.
	3. No price change is foreseen, i.e. the indicated lump sum price will be a fixed value, during the period of execution of the subject-matter of contract for the whole of the subject-matter of contract.
	4. The amount of remuneration will be determined by the Contracting Entity separately for each order (concerning a given title) on the basis of the prices contained in the Economic Operator's offer, taking into account selected partial prices corresponding to the scope of a given order.
	5. Prices must be quoted and calculated rounded to two decimal places (rounding rule - below 5 - the ending should be omitted, above and equal to 5 - should be rounded up).
	6. If a tender is submitted, the selection of which would result in the Contracting Entity being subject to VAT in accordance with VAT legislation, the Contracting Entity shall, for the purpose of assessing such tender, add VAT to the price presented in the tender, which it would be obliged to account for in accordance with that legislation.
	7. When submitting the tender, the Economic Operator shall inform the Contracting Entity whether the selection of the tender will lead to the Contracting Entity's tax obligation, indicating the name (type) of the goods or services the supply or provision of which will lead to the obligation and indicating their value without the amount of tax.
19. **A description of the criteria that will guide the Contracting Entity in the selection of the tender, including the relevance of these criteria and the manner of assessing the tenders.**
	* + 1. The Contracting Entity shall select the most advantageous tender from among the valid tenders submitted in the procedure on the basis of the tender evaluation criteria set out in SETC.
			2. The criteria for the evaluation of tenders and their relevance:
	1. Gross lump sum price for the whole contract – 90%;
	2. Data storage time on online servers – 10%.
		* 1. The points awarded for the criterion "gross lump sum price for the whole contract" will be calculated according to the following formula:

 ***C = (Cnaj : Co) x 10***

 where:

 C - number of points awarded to a given tender,

 Cnaj – the lowest price among valid tenders,

 Co - the price given by the Economic Operator for which the result is calculated,

 The Economic Operator can obtain from one member of the committee 10 points at most.

* + - 1. The points awarded for the criterion "data (test results) storage time on online servers" will be calculated according to the following score:
* Offering minimum data (test results) storage time on an online server (30 days) – 0 points;
* Offering data (test results) storage time on an online server 60 days - 5 points;
* Offering data (test results) storage time on an online server 90 days - 10 points;

The Economic Operator can obtain from one member of the committee 10 points at most.

* + - 1. After evaluations have been made, the scores for a given criterion will be multiplied by the weights of the criteria adopted.
			2. This sum will constitute the final evaluation of a given tender.
			3. All point calculations will be made to two decimal places (without rounding).
			4. The tender of the Economic Operator which receives the highest total score will be considered the most advantageous.
			5. If the most advantageous tender cannot be selected because two or more tenders present the same balance of price and other tender evaluation criteria, the Contracting Entity shall select the tender with the lowest price from among these tenders and, if tenders with the same price have been submitted, the Contracting Entity shall invite Economic Operators who submitted these tenders to submit additional tenders within the time limit set by the Contracting Entity.
1. **Information on the formalities to be completed after the selection of the tender for the conclusion of the public contract.**
	* + 1. Before signing the agreement, at the request of the Contracting Entity, the Economic Operator should submit the following:
	1. If the tender submitted by Economic Operators jointly applying for awarding the contract is selected, a copy of the agreement(s) governing the cooperation of those Economic Operators.
2. **Requirements concerning the security on due performance of the agreement.**

The Contracting Entity does not provide for need of submitting security on due performance of the agreement.

1. **Template of the agreement - constitutes Annex 3 to SETC**
2. **Instruction on legal remedies available to the Economic Operator in the course of the contract award procedure.**
	1. Legal remedies shall be available to Economic Operators and participants in the competition, as well as to other entities if they have or have had an interest in obtaining a particular contract and have suffered or may suffer damage as a result of the Contracting Entity violating the provisions of the Act.
	2. The legal remedies against the contract notice and the Specification of Essential Terms of Contract are also available to organizations entered on the list kept by the President of the Public Procurement Office.
	3. The manner of using and considering legal remedies is regulated by the provisions of the Public Procurement Law Section VI, art. 179 - art. 198g of the PPL.
3. **General provisions**
4. The Contracting Entity does not allow for submitting partial tenders.
5. The Contracting Entity does not foresee the possibility of a framework agreement.
6. The Contracting Entity, on the basis of Article 67(1)(6) of the PPL, provides for the possibility of awarding contracts consisting of repeating similar services covered in the subject-matter of the contract.
7. The Contracting Entity does not allow for variants.
8. Settlements between the Economic Operator and the Contracting Entity will be made in PLN.
9. The selected Economic Operator is obliged to conclude the agreement at a date and place indicated by the Contracting Entity.
10. The Contracting Entity does not provide for an electronic auction.
11. The Contracting Entity does not foresee the reimbursement of costs of participation in the procedure.
12. The original SETC signed by authorized persons on behalf of the Contracting Entity, constituting the basis for resolving any disputes related to the content of this document, is available in paper form at the Contracting Entity and is made available on the website: [www.przetargi.uj.edu.pl](http://www.przetargi.uj.edu.pl)
13. **Information on the processing of personal data -** applies to the Economic Operator who is a natural person.

In accordance with Article 13(1) and (2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter "General Regulation"), the Jagiellonian University informs that:

* + - 1. **Your personal data** is managed by the Jagiellonian University,
			ul. Gołębia 24, 31-007 Kraków, represented by the Rector of JU.
			2. **The Jagiellonian University appointed the Data Protection Supervisor**, ul. Gołębia 24, 31-007 Kraków, room no. 31. You can contact the Inspector via e- [e-mail](file:///C%3A%5C..%5C..%5C..%5C..%5CAppData%5CLocal%5CAppData%5CAppData%5CLocal%5CMicrosoft%5CWindows%5CAppData%5CLocal%5CMicrosoft%5Cwasm%5CAppData%5CLocal%5CMonika%5CDesktop%5Ce-mail): iod@uj.edu.pl or at the phone no. 12 663 12 25.
			3. Your personal data will be processed pursuant to **Article 6(1)(c) of the General Regulation for the purpose of the public contract award procedure under the following case number 80.272.117.2020**
			4. Submitting your personal data is a statutory requirement under the provisions of the PPL related to participation in the public contract award procedure.
			5. The consequences of failure to provide personal data result from the PPL.
			6. The recipients of your personal data will be persons or entities to whom the documentation of procedure under Article 8 and Article 96(3) of the PPL will be made available.
			7. Your personal data will be kept in accordance with Article 97(1) of the PPL for a period of: at least 4 years from the date of the end of the public contract award procedure or until the end of the period during which the project co-financed or financed by the European Union can be audited or the sustainability of such project or of other contracts or obligations arising from ongoing projects.
			8. **You have the right to:** access to the content of your data, correct them, limit the processing - in the cases and under the conditions specified in the General Regulation.
			9. **You do not have the right to**: delete your personal data, the right to transfer your personal data and the right to object to the processing of personal data, as the legal basis for the processing of your personal data is Article 6 (1) (c) of the General Regulation.
			10. You have the right to **lodge a complaint with the President of the Personal Data Protection Office** if you believe that the processing of your personal data violates the General Regulation.
			11. **Your exercise of the right** to rectify or supplement personal data, referred to in Article 16 of the General Regulation, may not result in a change in the outcome of the public contract award procedure, or change the provisions of the agreement to an extent inconsistent with the PPL, and may not violate the integrity of the public contract award procedure protocol and its annexes.
			12. Where the performance of the obligations referred to in Article 15(1-3) of the General Regulation, in order to exercise your rights under points 8 and 10 above and to obtain a copy of the data subject to processing would require a disproportionate effort, **the Contracting Entity may require you to provide** additional information to specify the request, in particular, the name or date of the public contract award procedure started or ended.
			13. **Your request to restrict** the processing of data referred to in Article 18(1) of the General Regulation does not restrict the processing of personal data until the conclusion of the public contract award procedure.
1. **Annexes to SETC**

Annex A – Description of the subject-matter of contract

Annex no. 1 – Tender form with annexes.

Annex no. 2 – Template of a statement of affiliation or lack of affiliation to the same capital group.

Annex no. 3 – Template of the agreement.

Annex no. 4 – Public key (a file to download)

**Annex no. 1 to SETC**

**TENDER FORM**

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

*THE CONTRACTING ENTITY –* **Jagiellonian University**

 **ul. Gołębia 24, 31 – 007 Kraków;**

*Unit handling the case –* **Public Procurement Office JU**

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

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

Name (Company) of the Economic Operator –

………………………………………………………………………………….,

Address of the seat –

……………………………………………………………………………………,

Correspondence address –

……………………………………………………………………………………,

Phone - ......................................................; fax - ......................................................;

E-mail: ..............................................................;

NIP - .................................................; REGON - .................................................;

*Following the announced open tender for the selection of the Economic Operator for the conduct of microarray analyses of the SNP type, i.e. Infinium® Global Screening Array, Illumina and DNAmeth microarray analyses, i.e. Infinium® MethylationEPIC 850K, Illumina for MCB JU, case reference number: 80.272.117.2020, we submit the following tender:*

1. We offer to perform the entire subject-matter of the contract for the net amount of ………………… PLN*\**, plus due VAT in the amount of …....... *\** %, resulting in the gross amount of …....................... *\**  (in words:…………………………………………………....PLN\*),
2. we declare that in terms of additional criteria for the evaluation of tenders, we offer (please indicate as appropriate):

🗌 we offer the data (test results) storage time on an online server amounting to 60 days-

🗌 we offer the data (test results) storage time on an online server amounting to 90 days-

(indicate as appropriate if offered)

1. we offer the contract completion date consistent with the requirements described in point 4) SETC.
2. we declare that we offer the subject-matter of the contract in accordance with the requirements and conditions set out by the Contracting Entity in SETC and confirm the acceptance of the contractual terms and conditions of payment included in SETC and in the template of the agreement attached to SETC,
3. we declare that selecting the tender:

- will not lead to creating the Contracting Entity's tax liability under VAT legislation.\*

- will lead to creating the Contracting Entity's tax liability in accordance with VAT regulations. The above tax liability will apply (the so-called "reversed VAT") ............................... *(Enter the name/type of goods or services which will lead to creating a tax liability at the Contracting Entity in accordance with VAT regulations)* covered by the subject-matter of contract.\*

1. we offer a payment period of up to 14 days calculated from the delivery of the invoice, according to the requirements specified in SETC;
2. in case of awarding the contract - we undertake to conclude the agreement in the place and on the date set by the Contracting Entity;
3. we declare that we consider ourselves bound by this tender for the period specified in the Specification of Essential Terms of Contract, i.e. 60 days from the date of its opening;
4. the tender has ........................\* of successively numbered cards;
5. This tender has the following annexes:

annex no. 1 – statement by the Economic Operator on the fulfilment of the conditions in the procedure and lack of grounds for exclusion in the form of the European Single Procurement Document (ESPD);

annex no. 2 – calculation of the tender price;

annex no. 3 - list of subcontractors (if applicable)

annex no. 4 – a written commitment by the entity on whose resources the Economic Operator relies

annex no. 5 - statement by the Economic Operator on the fulfilment of the information obligations provided for in Article 13 or 14 of the GDPR

other – .................................................................\*.

***Attention! The Economic Operator is obliged to fill in or delete the dotted and/or marked with an "\*" places in the tender form template and in templates of its annexes.***

**Annex no. 2 to tender form**

*(Company seal of the Economic Operator)*

This Annex contains a detailed price calculation of the subject-matter of the contract.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| No. | Name | No. of pcs | PLN net price for one piece | PLN net value | PLN gross value |
| 1 | SNP type microarray analysis, i.e. Infinium® Global Screening Array, Illumina | 864 |  |  |  |
| 2 | DNAmeth microarray analysis, i.e. Infinium® MethylationEPIC 850K, Illumina. | 1160 |  |  |  |

***Annex no. 3 to tender form***

Name of the Economic Operator:

**STATEMENT OF THE ECONOMIC OPERATOR**

**CONCERNING THE FULFILMENT OF THE INFORMATION OBLIGATIONS PROVIDED FOR IN ART. 13 OR ART. 14 OF GDPR[[1]](#footnote-2)**

I/we hereby declare that I/we have fulfilled my/our information obligations under Article 13 or Article 14 of *Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC* with regard to natural persons from whom I/we have directly or indirectly obtained personal data in order to apply for a public contract award in this procedure.

***Annex no. 4 to tender form***

## Name of the Third Party Entity:

## A WRITTEN COMMITMENT BY THE ENTITY TO PLACE THE NECESSARY RESOURCES AT THE DISPOSAL OF THE ECONOMIC OPERATOR FOR THE PERIOD OF USE FOR THE PERFORMANCE OF THE CONTRACT IN ACCORDANCE WITH ARTICLE 22a OF PPL

|  |  |
| --- | --- |
| Name  | ...................................................................... |
| Address  | ...................................................................... |

I (We) *(the document must be submitted* *in the original and bear the qualified signature of the person representing the third party)*

………………………………………………………………………………………………………………………………………………………………………………….

acting for and on behalf of: ……………………………………………………………………………………………………………………………………………………………………………….

I (we) declare that in the open tender:

for the selection of the Economic Operator for the SNP and DNAmetch microarray analyses for MCB JU.

undertake to make our resources available to the Economic Operator:

………………………………………………………………………………………………………………………………………………………………………………….

(full name of the Economic Operator and address/seat of the Economic Operator)

In order to assess whether the above mentioned Economic Operator will have my resources at his disposal to the extent necessary for his due performance of the contract and to assess whether the relationship between us guarantees actual access to my resources I provide the following:

1. the scope of my resources made available to the Economic Operator:

………………………………………………………………………………………………………………………………………………………………………

………………………………………………………………………………………………………………………………………………………………………

………………………………………………………………………………………………………………………………………………………………………

1. the use of my resources by the Economic Operator in the execution of the contract:

………………………………………………………………………………………………………………………………………………………………………

………………………………………………………………………………………………………………………………………………………………………

…………………………………………………………………………

1. the nature of the relationship I will have with the Economic Operator:

………………………………………………………………………………………………………………………………………………………………………

………………………………………………………………………………………………………………………………………………………………………

………………………………………………………………………………………………………………………………………………………………………

1. the scope and duration of my participation in the performance of the contract:

………………………………………………………………………………………………………………………………………………………………………

………………………………………………………………………………………………………………………………………………………………………

………………………………………………………………………………………………………………………………………………………………………

***Annex no. 5 to tender form***

Name of the Economic Operator:

**STATEMENT**

**(list of subcontractors)**

We declare that:

- **we entrust**\* the following subcontractors with the execution of the following parts (scope) of the contract

Subcontractor *(provide full name/company, address, and depending on the entity: NIP/PESEL, KRS/CEiDG) -* …………………………………………………………………………………………

scope of the contract:

………………………………………………..........................

Subcontractor *(provide full name/company, address, and depending on the entity: NIP/PESEL, KRS/CEiDG) -* …………………………………………………………………………………………

Scope of the contract:

………………………………………………..........................

**- we do not entrust** \* subcontractors with any part (scope) of the contract

(if the Economic Operator does not cross out any of the above options, the Contracting Entity will consider that it does not entrust subcontractors with the performance of any work covered by this contract)

*\*cross out as appropriate*

**Annex no. 2 to SETC**

Name of the Economic Operator:

**STATEMENT**

**(capital ties)**

In accordance with Article 24(11) of the PPL, **the Economic Operator, within 3 days from placing on the website the information referred to in Article 86(5), provides the Contracting Entity with a statement on whether or not it belongs to the same capital group**, referred to in Article 24(1)(23) of the PPL

In reference to the information published on (date) …………… on the website of the Contracting Entity referred to in Article 86(5) of the PPL, **we declare that:**

**we do not belong to the same capital group as any of the Economic Operators who submitted a tender in this procedure\***)

or

**we belong to the same group with the following Economic Operators\*)**

within the meaning of the Act of 16.02.2007 on Competition and Consumer Protection.

List of Economic Operators submitting tenders in this procedure, belonging to the same capital group\*)

.................................................................................................................................

.................................................................................................................................

.................................................................................................................................

When submitting a statement, the Economic Operator may provide evidence that the links with another Economic Operator do not lead to a distortion of competition in the contract award procedure

*\* cross out as appropriate*

**A statement signed with a qualified signature must be submitted** using miniPortal <https://miniportal.uzp.gov.pl/> and ePUAP <https://epuap.gov.pl/wps/portal> or by e-mail

**Annex no. 3 to SETC**

**AGREEMENT TEMPLATE 80.272.117.2020**

**concluded in Krakow on ................ 2020 between:**

**the Jagiellonian University with its seat at the address: ul. Gołębia 24, 31-007 Kraków,**

**NIP 675-000-22-36, hereinafter referred to as “the Contracting Entity”, represented by:**

**………… –……………., with the financial countersignature of the Quaestor of the JU**

**and ………………………, entered in the National Court Register, under the entry number: …….., NIP: ………., REGON: ………, PLN, hereinafter referred to as “the Economic Operator”, represented by:**

 **………..**

*As a result of an open tender procedure, in accordance with the provisions of the Act of 29 January 2004 - Public Procurement Law (i.e. Journal of Laws 2019, item 1843 as amended) the following agreement was concluded:*

**§ 1**

The Contracting Entity shall entrust and the Economic Operator shall accept for implementation the performance of 864 microarray analyses of the SNP type, i.e. Infinium® Global Screening Array, Illumina and 1160 DNAmeth microarray analyses, i.e. Infinium® MethylationEPIC 850K, Illumina. Detailed description of the subject-matter of the contract is included in point 3) 3 of the Specification of Essential Terms of Contract, hereinafter referred to as SETC, in Annex A to SETC and the Economic Operator’s tender.

The Contracting Entity commissions, and the Economic Operator undertakes to perform all necessary actions to carry out the subject-matter of the agreement.

The Economic Operator declares that it has the appropriate knowledge, experience and has a reasonable basis for the performance of the subject-matter of the agreement.

The Economic Operator declares that the subject-matter of the agreement shall be performed with high quality of materials used and work performed and will meet the agreed deadlines, with due diligence, taking into account the professional nature of its business.

An integral part of this agreement is the documentation of the tender procedure, in particular SETC with annexes and the Economic Operator's tender dated ……………………

**§ 2**

1. The Economic Operator shall implement the whole of the subject-matter of the agreement **by 30.06.2021 or by early exhaustion of the maximum remuneration of the Economic Operator as defined in §3.2** **for which the agreement has been concluded.**
2. Samples subject to analysis will be successively transferred to the Economic Operator by courier service at the expense of the Contracting Entity.
3. The date of transmission of the data for analysis, from the Economic Operator to the Contracting Entity, will be each time agreed between the Contracting Entity and the Economic Operator upon receipt of a given batch of samples and confirmed by the Contracting Entity at the following e-mail address: ewelina.pospiech@uj.edu.pl
4. The data (results) will be communicated to the Contracting Entity within a maximum of 2 months from the date of receipt by the Economic Operator of the samples/parts of samples for analysis.
5. The results of the analyses will be transmitted to the Contracting Entity in digital form on the basis of electronic data transfer, using tools enabling secure and authorized transfer of large files.
6. Each subsequent sample/batch of samples will only be transferred to the Economic Operator upon payment of the fee for the previous analysis/analyses.
7. The data (results) must be available for the Contracting Entity on a dedicated server/servers for ….. days, that is the Economic Operator may delete data from the servers after the …… days since the moment of transferring the data.
8. The Economic Operator is required to provide the subject-matter of the agreement at its own expense and on its own efforts. The risk of loss or damage of data during delivery is borne by the Economic Operator.
9. The Economic Operator commits to deliver the subject-matter of the agreement in a way enabling the Contracting Entity to work safely and without disturbance.

**§ 3**

The maximum remuneration to be paid to the Economic Operator for the performance of the subject-matter of the agreement was determined on the basis of the Economic Operator's tender.

The maximum remuneration for the execution of the subject-matter of the agreement is set at a net amount: …………. PLN (in words: …………. Polish zloty 00/100), which after adding the VAT rate of 23% gives a gross amount: ……………. PLN (in words: …………. Polish zloty 00/100), and the final settlement between the Parties will be made on the basis of the analyses actually carried out and the unit prices of each analysis are determined by an individual price calculation made on the basis of the Economic Operator's tender, which constitutes annex no. 1 to this agreement.

The number of individual analyses provided by the Contracting Entity is an indicative amount and may be reduced according to the needs of the Contracting Entity during the term of the agreement, which will not give rise to any financial or legal claims by the Economic Operator against the Contracting Entity. The Contracting Entity reserves the right to reduce the number of analyses to 15% of the gross value of the contract.

The remuneration shall be fixed as a lump sum, taking into account in particular all costs of work and activities necessary to carry out the subject-matter of the agreement (except for the costs of sending samples to the Economic Operator) and the costs of liability for defects.

The Contracting Entity is a VAT payer and has NIP 675-000-22-36.

The Economic Operator is a VAT payer and has NIP …............................. or is not subject to VAT in the territory of the Republic of Poland.

The VAT due on the amount of the remuneration will be paid by the Contracting Entity to the account of the competent Tax Office in the event that the Contracting Entity becomes liable to tax in accordance with VAT regulations.[[2]](#footnote-3)

The Economic Operator is obliged to indicate on the invoice the number of the settlement account, which was disclosed in the list of entities registered as VAT payers, unregistered and deleted and reinstated in the VAT register kept by the Head of the National Revenue Administration (the so-called "White List" - Art. 96b(1) of the VAT Act of 11 March 2004 - i.e. Journal of Laws of 2018 item 2174 as amended).\*

In the absence of disclosure of the Economic Operator's bank settlement account on the “White List”, the Contracting Entity will be entitled to pay the remuneration to the account indicated in the invoice, however, with simultaneous fulfilment of the obligations under applicable laws, including notification of the National Revenue Administration authorities.\*

The Economic Operator declares that the competent for him Head of Revenue Office is the Head of the Revenue Office ……... \*

If the Economic Operator is registered as an active taxpayer of value added tax, the Contracting Entity will pay the remuneration using the split payment mechanism, i.e. in the manner specified in Article 108a(2) of the Value Added Tax Act of 11 March 2004 (i.e. Journal of Laws 2018, item 2174 as amended). The provisions of the first sentence shall not apply if the subject-matter of the agreement is a VAT-exempt activity or it is covered by the 0% VAT rate.\*

The Economic Operator confirms that the bank settlement account disclosed on the invoice serves him for the purpose of settlements for his business activity, for which a VAT account is kept.\*

**§ 4**

1. The Economic Operator will receive remuneration in parts, i.e. after the execution of individual batches of analyses, confirmed by an acceptance protocol without reservations and after submitting a correctly issued invoice to the seat of the Małopolska Biotechnology Centre JU ul. Gronostajowa 71, 30-387 Kraków.
2. The deadline for payment of the invoice for the completed and collected subject-matter / part of the subject-matter of the agreement is set to 14 days from the date of delivery of a correctly issued invoice to the registered office of the Contracting Entity, after receipt of the order and signing by the Contracting Entity an acceptance protocol without reservations.
3. The invoice must be issued as follows:

**Uniwersytet Jagielloński, ul. Gołębia 24, 31-007 Kraków,**

**NIP: 675-000-22-36, REGON: 000001270**

and annotated for which unit of the Contracting Entity the contract was executed.

1. The remuneration due to the Economic Operator is payable by transfer from the bank account of the Contracting Entity to the bank account of the Economic Operator indicated in the invoice.
2. The place of payment is the bank of the Contracting Entity and the payment is made on the day of the transfer order by the Contracting Entity.

**§ 5**

The Economic Operator is liable under the warranty in accordance with the Civil Code.

The subject-matter of the agreement will be performed by the Economic Operator with its own resources/its own resources and by means of subcontractors.

An order to execute a part of the subject-matter of the agreement by subcontractors does not alter the Economic Operator's obligation to the Contracting Entity for due performance of that part. The Economic Operator shall be liable for the acts, failures and omissions of subcontractors to the same extent as for its own acts, failures and omissions.

The Economic Operator shall be fully liable, both financially and legally, for damage caused to the Contracting Entity, as well as to third parties, by activities resulting from the performance of this agreement.

The Economic Operator shall provide a 24 month warranty for defects for the test provided under this agreement from the date of delivery of the subject-matter of the agreement, confirmed by an written record of receipt without reservations.

If defects are found in the subject-matter of the agreement, the Economic Operator undertakes to replace it with a defect-free one within 30 days from the date of notification of the defect.

**§ 6**

1. The parties reserve the right to claim contractual penalties for non-compliant with this agreement or improper performance of obligations under the agreement.
2. The Economic Operator shall, subject to point 4 of this paragraph, pay the Contracting Entity a contractual penalty of the following amount in the case of:
3. withdrawal from the agreement due to circumstances beyond the control of the Contracting Entity in the amount of 5% of the maximum gross remuneration fixed in § 3(2) of the agreement;
4. failure to perform or improper performance of the agreement, other than in the cases referred to in points c) to e) below, in the amount of 3% of the maximum gross remuneration fixed in § 3(2) of the agreement, where the improper performance of the agreement is its execution, which is in conflict with the provisions of the agreement or tender of the Economic Operator, or the provisions of SETC, Annex A to SETC;
5. delay in the performance of a particular unit analysis of the subject-matter of the agreement in the amount of 1% of the gross remuneration of the unit price of a particular analysis, determined in Annex 1 to the agreement, but not less than PLN 25 and not more than PLN 50, for each day of delay counting from the following day in relation to the date of completion of a particular analysis of the subject-matter of the agreement or, respectively, the date of completion of the entire subject-matter of the agreement, determined in § 2(1) of the agreement, not more than 20% of the maximum gross remuneration determined in § 3(2) of the agreement;
6. delay in the rectification of defects in the subject-matter of the agreement found upon receipt, in the amount of 1% of the gross remuneration of the unit price of each analysis, as set out in Annex 1 to the agreement, but not less than PLN 25 and not more than PLN 50, for each day of delay, counting from the day following the lapse of the time limit set by the Contracting Entity for the rectification of defects, not more than 20% of the maximum gross remuneration set out in § 3(2) of the agreement;
7. delay in the rectification of defects found during the guarantee or warranty period in the amount of 0.2% of the gross remuneration determined in § 3(2) of the agreement for each day of delay counted from the next day in relation to the deadline (day) determined in accordance with § 5(6 and7) of the agreement or in the written statement of the Parties, not more than 20% of the gross remuneration of the subject-matter of the agreement.
8. The Contracting Entity will pay the Economic Operator a contractual penalty in case of the withdrawal from this agreement by the Economic Operator for reasons attributable exclusively to the Contracting Entity, excluding the circumstances set out in Article 145(1) of the PPL, in the amount of 3% of the gross remuneration set out respectively in § 3(2) of the agreement.
9. The parties may claim damages in excess of the reserved contractual penalties on general terms.
10. The claim for payment of contractual penalties shall become due starting from the day following the day of occurrence of the factual circumstances specified in this agreement that are the basis for their calculation.
11. The Contracting Entity shall be entitled to deduct the contractual penalties, if any, from the amount of remuneration due and payable to the Economic Operator specified in the invoice or other possible claims of the Economic Operator against the Contracting Entity, to which the Economic Operator agrees.
12. Payment of the contractual penalties shall not release the Economic Operator from the obligation to perform the agreement.
13. In case of withdrawal or termination of the agreement, the Parties retain the right to enforce the contractual penalties.

**§ 8**

1. In addition to the cases set out in the Civil Code, the Contracting Entity shall have the right to withdraw from this agreement in the circumstances set out in paragraph 2.
2. The Contracting Entity may withdraw from the agreement not earlier than 7 days from the date of gaining knowledge of the following circumstances and not later than until the date of expiry of the warranty period on the subject-matter of the agreement, that is:
	* 1. becoming aware of the fact that the Economic Operator, as a result of its insolvency, has failed to perform its monetary obligations for at least 3 months;
		2. liquidation of the Economic Operator or dissolution of the Economic Operator’s company will be undertaken;
		3. a seizure order is issued for the assets of the Economic Operator;
		4. the Economic Operator encounters significant financial difficulties, in particular the occurrence of seizures made by the authorized authorities on the basis of generally applicable legal regulations of a total value exceeding PLN 200 000.00 PLN (in words: two hundred thousand Polish zlotys);
		5. The Economic Operator is implementing the agreement contrary to the provisions of the agreement, in particular has provided analyses which do not correspond to the terms of the agreement or has exceeded the agreed deadline for implementation of the agreement by 7 days, without the need of the Contracting Entity setting additional deadline for the Economic Operator.
3. In addition, if there is a material change of circumstances such that the performance of the agreement is not in the public interest, which could not have been foreseen at the time of the conclusion of the agreement, or the further performance of the agreement may jeopardise an essential interest of State security or public safety, the Contracting Entity may withdraw from the agreement within 30 days of becoming aware of those circumstances (Article 145(1) of the Public Procurement Law of 29 January 2004).
4. The Economic Operator shall not be entitled to a contractual penalty or compensation for the Contracting Entity's withdrawal from the agreement under paragraph 3 above or due to circumstances attributable to the Economic Operator.
5. Withdrawal from the agreement should be made in writing on pain of invalidity of such statement and should contain a statement of reasons.
6. Withdrawal from the agreement shall not affect the existence and effectiveness of claims for payment of contractual penalties.
7. The Contracting Entity, by exercising its contractual or statutory right of withdrawal, may withdraw, at its choice, from the whole agreement or from part of it. The Contracting Entity shall be entitled to use the part of the agreement not affected by the withdrawal. In such a situation the Economic Operator is entitled to remuneration for the part not affected by the withdrawal.

**§ 9**

1. By force majeure circumstances the parties mean an external event of an extraordinary nature which could not have been foreseen or prevented, such as, in particular, war, state of emergency, flood, fire, epidemic or fundamental change in the social and economic situation.
2. If due to circumstances of force majeure a Party is unable to perform its contractual obligations in whole or in part, it shall immediately notify the other Party. In such a case, the Parties will agree on the manner and rules of further execution of the agreement or the agreement will be terminated.
3. The course of the deadlines set out in this agreement is suspended for the duration of the obstacle caused by force majeure.

**§ 10**

* + - 1. All statements of the Parties to the Agreement shall be made in writing on pain of nullity by registered letter or by confirmation of their submission.
			2. The invalidity of one or more provisions of this Agreement shall not affect the validity of the Agreement in its entirety, in which case the Parties shall replace the invalid provision by a provision consistent with the agreement’s purpose and other provisions of this agreement.
			3. In case of divergence between the content of SETC and the provisions of this agreement and on matters not covered by this agreement, priority shall be given to the provisions of SETC and its annexes.
			4. The parties agree that the following persons shall be authorised independently to have direct contact in order to ensure the correct implementation of the subject-matter of the agreement, its ongoing monitoring and verification:

on the Contracting Entity’s side: as guardian of the agreement …………………….. – phone: ……………….., e-mail: ……………..;

on the Economic Operator’s side – as guardian of the agreement …………………….. – phone: …………….., e-mail: ………………….

* + - 1. The Parties jointly agree that the persons referred to above shall not have the authority to decide to modify the terms and conditions of this agreement and, in particular, to increase costs, increase or change the subject-matter of the agreement.
			2. In the event that this agreement requires arrangements between the Parties, it is understood that the abovementioned representatives of the Parties shall be authorised to make the arrangements. All correspondence sent by e-mail should be addressed to the e-mail addresses indicated in paragraph 1.
			3. A change of the person referred to in paragraph 1 shall be notified to the other Party in accordance with paragraph 1, shall not constitute an amendment to the agreement and shall not require the conclusion of an annex.

**§ 11**

* + - 1. The parties shall provide for the possibility of substantially amending the agreement by concluding a written annex on pain of nullity, while maintaining the flat-rate nature of the agreement price, in the following cases:
1. to change the date of execution of the contract (start date, end date) of a particular analysis or of the entire agreement, by shortening it at the common will of the Parties or by extending or fixing a new one, or by introducing a partial or intermediate deadline, or by introducing a break in execution or the stage(s) of execution or a change in the way the contract is executed (e.g. by reducing the number of analyses by more than 15%) due to reasons attributable to the Contracting Entity, concerning in particular the lack of funds allocated for the implementation of the contract (e.g. withdrawal / suspension resulting from the decision of public authorities), key changes in the project schedule aimed at ensuring proper implementation of the project and other reasons not attributable to the Parties, including those caused by force majeure. The Contracting Entity shall notify the Economic Operator in writing of the change of the deadline with a reasonable notice;
2. due to reasons attributable to the Contracting Entity and other reasons not attributable to the Parties, including those caused by force majeure;
3. the warranty period shall be extended if extended by the Economic Operator;
4. changes of subcontractor for random or other reasons beneficial to the Contracting Entity in case the Economic Operator declares the performance of the contract by means of subcontractors.
5. The changes not related to the contractual provisions, e.g. when, for organizational reasons, it will be necessary to change the contact details specified in the agreement, when the bank account number of one of the Parties is changed, shall take place by providing a written statement of the Party affected by these changes to the other Party.

**§ 12**

1. The Economic Operator shall not have the right to, transfer, cession, assign or pledge its rights, claims and obligations under this agreement to any third party without the prior written consent of the Contracting Entity.
2. The parties undertake to notify each time by registered letter of a change in the address of their registered office, on pain of correspondence sent to the address known to them being deemed to have been effectively delivered.
3. Any changes or additions to this agreement may be made with the consent of the Parties in the form of a written annex on pain of nullity.
4. In matters not regulated by this agreement, the following provisions shall apply: the Public Procurement Law (i.e. Journal of Laws 2019, item 1843 as amended) and the Act of 23 April 1964 shall apply - Civil Code (i.e. Journal of Laws 2019, item 1145 as amended) and Article 15r of the Act of 02 March 2020 on special solutions related to the prevention, prevention and combating of COVID-19, other infectious diseases and crisis situations caused by them (Journal of Laws 2020, item 374 as amended).
5. The court competent for all disputes that arise from the implementation of this agreement shall be the court with local jurisdiction over the seat of the Contracting Entity.
6. This agreement has been drawn up in two (2) identical copies of one (1) copy for each of the Parties (if the most advantageous tender is submitted by a company with its registered office in the Republic of Poland). If the most favorable tender is submitted by the Economic Operator of a foreign country, the agreement shall be drawn up in four copies, two in the Polish language and two in English.

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

***The Contracting Entity The Economic Operator***

*\*If applicable*

Annex A to SETC

The subject-matter of the contract covers the realisation of 864 microarray analyses of the SNP type, i.e. Infinium® Global Screening Array, Illumina and 1160 DNAmeth microarray analyses, i.e. Infinium® MethylationEPIC 850K, Illumina. In order to carry out the analyses, samples in the form of DNA isolates at an equivalent concentration allowing for both types of analysis (200 ng DNA in case of SNP microarray and 750 ng in case of DNAmeth microarray) and the result of qualitative analysis of the samples (Nanodrop measurement and gel electrophoresis photo) will be delivered to the company carrying out the tender. In case of DNAmeth microarray the commissioned analysis should include DNA conversion. As a result, the Contracting Entity requires to receive:

- SNP microarray: Genomestudio project file with iDAT files and a text file containing the final genotype of the sample in the range of the analyzed markers;

- DNAmeth microarray: Genomestudio project file with iDAT files.

Samples will be gradually transferred to the Economic Operator at intervals of about 1-2 months, by courier service at the expense of the Contracting Entity.

The results of the analyses are to be transmitted on the basis of electronic data transfer, using tools enabling secure and authorised transfer of large files. The data must be available to the Contracting Entity for at least 1 month (i.e. the Economic Operator can only delete the data from the servers after this period of time), therefore the online data transfer and storage for each analysis must be included in the tender price. The deadline for transmission of the analysis results to the Contracting Entity will be agreed between the Contracting Entity and the Economic Operator each time a batch of samples is received and confirmed for the Contracting Entity to the relevant e-mail address indicated in §10(4) of the agreement (however, the deadline for transmission of the analysis results may not be longer than 2 months from the date of receipt of the sample/sample batch by the Economic Operator).

1. Required only if the Economic Operator transfers personal data of persons other than those directly concerning it and there is no exemption from the obligation to provide information pursuant to Article 13(4) or 14(5) of the GDPR. In other cases the Economic Operator does not submit a statement.

 [↑](#footnote-ref-2)
2. *If applicable.*  [↑](#footnote-ref-3)