|  |  |
| --- | --- |
| **PUBLIC PROCUREMENT OFFICE OF THE JAGIELLONIAN UNIVERSITY****ul. Straszewskiego 25/2, 31-113 Kraków****tel. +4812-432-44-50, fax +4812-663-39-14;****e-mail:** **bzp@uj.edu.pl**[**www.uj.edu.pl**](http://www.uj.edu.pl/) |  |

Cracow, 13th October 2020

**Invitation to tender hereinafter referred to as the „Invitation” or „I”**

1. **Full name (company name) and address of the Purchaser.**
	1. The Jagiellonian University, ul. Straszewskiego 25/2, 31-113 Kraków.
	2. Unit assigned to the Tender Procedure:
	3. Public Procurement Office of the Jagiellonian University, ul. Straszewskiego 25/2, 31-007 Krakow;
		1. tel. +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. site of announcements and information: [www.przetargi.uj.edu.pl](http://www.przetargi.uj.edu.pl/)
2. **Tender Procedure.**

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’(consolidated text: Journal of Laws of 2019, item 1843) and the Act of 23th April 1964 – Civil Code (consolidated text: Journal of Laws of 2019, item 1145, as amended)

* + - 1. 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”.
1. **Description of the Object of Public Procurement.**
	1. The Object of the order is the delivery of ferroelectric test system with accessories for the Faculty of Chemistry of the Jagiellonian University.
	2. The contract is awarded as part of the project “ *Luminescent molecular ferroelectrics based on cyanide metal complexes for effective switching of light emission.”*
	3. A detailed description of the subject matter of the order together with a description of minimum parameters and technical and functional requirements are contained in the Appendix Ato the Invitation.

General requirements for the whole order:

1. The Awarding Entity shall allow for submission of equivalent bids which meet at least the requirements and technical parameters described in this document, with the Contractor obliged to demonstrate equivalence in its offer.
2. The Contractor must offer the subject matter of the contract in accordance with the Purchaser’s requirements set out in the Invitation, and is required to indicate in the offer the type, model, manufacturer of the offered equipment, attach to the offer the manufacturer’s catalogue(s) or the technical or functional description(s) / or printout(s) from the websites, allowing for evaluation of the conformity of the offered equipment and components and their parameters with the requirements of the Invitation.
3. **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 by registered mail, fax or electronic means,
	2. Should the Purchaser or Contractor send any documents or information by electronic means, each Party shall promptly acknowledge the receipt thereof upon request of the other Party,
	3. A person duly authorized to contact the Contractors is:
	4. as per formal and substantive scope – Jan Wojas ul. Straszewskiego 25/2, 31-113 Kraków;
	5. tel. +4812-663-39-02; fax +4812-663-39-14
	6. e-mail: jan.wojas@uj.edu.pl
4. **Preparation of bids.**
5. Each Contractor is entitled to submit only one offer. The offer shall cover the whole Object of Public Procurement.
6. Should the Bid is signed by a proxy, the Contractor shall enclose the power of attorney to the Bid.
7. The Bid must be signed by a person (persons) authorized to make declarations of will on behalf of the Contractor. The Bid shall be written in Polish or in English and submitted in writing or by electronic mail to the address indicated in the Invitation.
8. It is recommended that all sheets of the Bid and the Annexes are signed by a person (persons) authorized to make declarations of will on behalf of the Contractor.
9. 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 (Journal of Laws 2019, item 1010, as amended), and therefore may not be made available.
10. The financial obligations between the Contractor and the Purchaser shall be settled in Polish zloty (PLN), Euro (EUR) or Dollar (USD) depending on the currency of the chosen bid.
11. In case of submitting Bids in different currencies, i.e. in Polish zloty (PLN), Euro (EUR) or Dollar (USD), the Purchaser will convert the values of these Bids into Polish zloty (PLN), for the purpose of evaluation and comparison of the Bids, at the average exchange rate of PLN for this currency, specified by the Polish National Bank at the day of submitting and opening the Bids. 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.
12. The Contractor shall bear all costs related to the preparation and submission of the Bid.
13. By submitting a bid the Contractor declares that he offers to deliver the subject of the order according to the Purchaser’s requirements stated in this invitation and its appendixes.
14. **Address and the manner, as well as the deadline for submitting and opening Bids.**
15. The offers shall be submitted to the Public Procurement Office of the Jagiellonian University in Krakow, ul. Straszewskiego 25/2, 31-113 Krakow, **until 9.00 a.m. on 21.10.2020**, submitted in writing or by electronic mail to the address jan.wojas@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 on the envelope: **„Bid for the delivery of ferroelectric test system with accessories for the Faculty of Chemistry of the Jagiellonian University, File no: 80.272.336.2020 – do not open before 21.10.2020 at 9.05 a.m." along with the Contractor’s address**.
16. The notification of the information of the submitted Bids, Bid prices and other relevant elements of the submitted Bids shall be made public and take place **on 21.10.2020 at 9.05 a.m.** in the Public Procurement Office of the Jagiellonian University in Krakow, ul. Straszewskiego 25/2, 31-113 Kraków.
17. **Description of a Bid Price Calculation Method.**
	1. The Lump Price shall be expressed in Polish currency – Polish zloty (PLN), Euro (EUR) or Dollar (USD) and calculated on the basis of individual calculation of each Contractor, taking into account the experience and expertise of the Contractor, as well as 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. Partial prices of the Object of the order elements shall be presented in the offer or its appendix.
	2. The total Lump Sum of the Bid shall be calculated on the basis of the individual calculation of the Contractor and shall be tantamount to the Bid Price provided by the Contractor in the Bid Form.
	3. The Purchaser for the purposes of evaluation and comparison of Bids in the case of offers of Contractors resulting in a tax obligation on the part of the Purchaser, pursuant to the provisions of the Act of 11 March 2004 on the tax on goods and services (consolidated text: Journal of Laws of 2020, item 106, as amended) will add VAT to the presented prices. Concerning intra-Community acquisition of *goods* ***(Article 17, paragraph 1, point 3 of the Act)***, import of goods ***(Article 17, paragraph 1, point 1 of the Act***) and the import of goods ***(Article 17, paragraph 1, point 4 of the Act)*** in case of contractors from outside the territory of the Republic of Poland.
	4. The valorization of an offered price is not allowed. It means that the offered price is a lump price for the entire subject of the order.
	5. No prepayments or advance payments are foreseen for the execution of the subject of the contract; the payment shall be made in accordance with the provision of the Contract.
18. **Description of actions and criteria to be taken into consideration by the Purchaser upon the selection of the best offer**
19. The Purchaser shall select the best bid from among all valid bids submitted in the Procurement, taking into account in the process of evaluation the criteria such as: the lowest price, delivery terms and time, warranty time and conditions and additional options or equipment offered, if any, of the offered Object of the Public Procurement.
20. Whilst examining and evaluating the Bids, the Purchaser may ask the Contractors for clarifications of theirs Bids, or negotiate the price and conditions, assuring equal treating of the Contractors and transparency of the proceedings.
21. The Purchaser shall correct obvious typographical errors and obvious accounting errors in the content of the with consideration of the accounting consequence of corrections made, as well as and any errors consisting in non-compliance of the offer with the requirements of the Invitation, not contributing to essential changes to the content of the offer, and immediately notify the Contractor whose offer was corrected.
22. The Purchaser shall have the right to reject an offer, in particular, if it was submitted after the offers submittal date or if it is non-compliant with the requirements of the Invitation, or should there be any other reasonable circumstances effecting in non-compliance of the offer with the existing legislation.
23. The Purchaser shall reject the offer submitted by:
24. A Contractor being a natural person being lawfully convicted for the following crime:
	* being the subject of Art. 165a, Art. 181-188, Art. 189a, Art. 218-221, Art. 228-230a, Art. 250a, Art. 258 or Art. 270-309 of the Act of June 6, 1997- Penal Code (consolidated text: Journal of Laws of 2019, item 1950, as amended) or Article 46 or Article 48 of the Act of 25 June 2010 on Sports (consolidated text: Journal of Laws of 2019, item 1468 as amended),
	* of a terrorist nature being the subject of Art. 115 §20 of the Act of June 6, 1997 – Penal Code,
	* fiscal,
	* being the subject of Art. 9 or Art. 10 of the Act of 15 June 2012 on the effects of entrusting the performance of work to foreigners staying in the territory of the Republic of Poland against the regulations (Journal of Laws of 2012, item 769);
25. A Contractor whose member of the Management Board or Supervisory Board, partner in a general partnership or limited liability partnership or a general partner in a limited joint-stock partnership or a proxy was convicted for crimes being the subject of the hereinabove;
26. A Contractor against whom a legally-binding decision of the court or a final administrative decision of the court has been issued on arrears of taxes, fees or social or health insurance premiums due, unless the Contractor has proceeded with the payment of taxes, fees and social or health insurance premiums due along with any applicable interests or fines or entered into a binding agreement on the repayment of dues;
27. A Contractor who has entered into an Agreement with other Contractors with the aim of disrupting the competition between the Contractors in the procurement procedure which may be proved by the Purchaser by appropriate means of evidence;
28. A Contractor being a collective entity, against which the court has declared the ban on tendering for public contracts under the Act of 28 October 2002 on liability of collective entities for acts prohibited under penalty (consolidated text: Journal of Laws of 2019, item 628, as amended);
29. a Contractor who was adjudicated with a ban of participating in public procurements under the title of preventive measures,
30. A Contractor in relation to whom a liquidation has been initiated, satisfaction of creditors was stipulated under the arrangement approved by the court in restructuring procedure by liquidation of his assets or in relation to whom a liquidation of assets was adjudicated by the court under Art. 332 item 1 of the Act of May 15, 2015 – Restructuring Law (Journal of Law of 2019, item 243, as amended) or whose bankruptcy was announced, except for the Contractor who after the announcement of bankruptcy, entered into arrangements approved by a legally-binding decision of the court, provided the arrangements do not stipulate for the satisfaction of creditors by liquidation of assets of the Bankrupt Person, unless the liquidation of assets was adjudicated by the Court under Art. 366, item 1 of the Act of February 28, 2003 – Bankruptcy Law (consolidated text: Journal of Laws of 2019, item 498, as amended);
31. A Contractor who has seriously breached his professional obligations, which undermines his integrity, in particular when, as a result of a wilful act or gross negligence, the Contractor has failed to perform or has improperly performed the contract, which the Purchaser is able to prove by appropriate means of evidence;
32. A Contractor who, for reasons attributable to him, failed to perform or improperly performed an earlier public procurement contract or a concession contract concluded with the Purchaser referred to in art. 3 sec. 1 items 1-4 of the PPL Act, which led to termination of the contract or awarding damages;
33. A Contractor who has violated obligations concerning payment of taxes, fees or contributions for social or health insurance a Contractor who has violated obligations concerning payment of taxes, fees or social or health insurance premiums, which the Purchaser is able to prove by appropriate means of evidence, except for the case referred to in Art. 24, clause 1, item 15 of the Act on the PPL, unless the Contractor proceeded with the payment of taxes, fees and social and health insurance premiums due along with any attributable interests and fines or in case a binding arrangement on the repayment of dues was concluded;
34. The Purchaser shall cancel the contract award procedure, in particular if no tenders are submitted, or if all tenders submitted are rejected, or if the best offer exceeds the amount which the Purchaser may allocate to finance the contract, or if any other justified circumstances arise which render the contract invalid;
35. The Purchaser shall simultaneously notify all Contractors who have submitted offers of the outcome of the procedure, providing factual justification.
36. **Information on formalities to be met after the selection of the tender.**
	1. The Purchaser shall immediately publish on its Public Information Bulletin website information on the award of the contract, providing the name of the company or the name and surname of the entity with which it concluded the agreement for the execution of the order, or the information about not awarding this contract.
37. **Information on personal data processing – pertaining to a Contractor being
a natural person**

In accordance with Art. 13, item 1 and 2 of the Resolution of the European Parliament
and the Council (EU) 2016/679 of April 27, 2016 on the protection of natural persons under the personal data processing and free movement of personal data and repeal of the directive 95/46/WE (general resolution on data protection, hereinafter referred to as the „General Resolution”), the Jagiellonian University in Krakow hereby informs, as follows:

1. **The Administrator** of your personal data is the Jagiellonian University,
ul. Gołębia 24, 31-007 Krakow, represented by the President of the Jagiellonian University.
2. **The Jagiellonian University appointed a Data Protection Inspector**, ul. Gołębia 24, 31-007 Krakow, room no. 31. Contact with the Inspector is possible via [e-mail](file:///C%3A%5CUsers%5CWojas%5CDesktop%5CJasiu%5CPost%C4%99powania%5C06%20ToDo%5CAppData%5CLocal%5CAppData%5CLocal%5CMicrosoft%5Cwasm%5CAppData%5CLocal%5CMonika%5CDesktop%5Ce-mail): iod@uj.edu.pl or by phone: 12 663 12 25.
3. Your personal data will be processed pursuant to **Art. 6, item 1, letter c of the General Resolution with the purpose of participation in the public procurement procedure within the area of science, case ref. no. *80.272.336.2020.***
4. Providing personal data is a statutory requirement specified in the provisions of the PPL related to participation in public procurement proceedings.
5. The consequences related to the failure to provide personal data arise out of Act on PPL.
6. Recipients of your personal data shall be individuals or entities to whom
the documentation related to the procedure will be disclosed based on Art. 8 and Art. 96, item 3 of PPL.
7. Your personal data will be stored in accordance with Art. 97, item 1 of PPL for the period of: at least 4 years from the public procurement procedure’s end date or until the lapse of the deadline for the possibility of controlling the project
co-financed or financed under the financial means of the European Union or sustainability of the project or other agreements or liabilities resulting from the implemented projects.
8. **You shall have the right to**: access the content of your data, clarify your data, limit your data processing – in the events and on terms as specified in the General Resolution.
9. **You shall not have the right to:** remove your personal data, relocate your personal data or raise an objection against your personal data processing, since the legal basis
for the processing of your personal data shall be Art. 6, item 1, letter c of the General Resolution.
10. You shall have the right to submit a **claim to the President of the Personal Data Protection Office,** should you acknowledge that processing of your personal data violates the provisions of the General Resolution.
11. **Taking advantage** of the right to correct or supplement your personal data as specified in Art. 16 of the General Resolution, may neither effect in the change of the public procurement procedure outcome, or change the provisions of the Contract to the extent inconsistent with the Act on PPL, or violate the integrality of the protocol related to the public procurement procedure and its addendums.
12. In the event the execution of duties specified in Art. 15 item 1-3 of the General Resolution, with the purpose of executing your entitlements as specified in clause 6 and 8 hereinabove and with the purpose of obtaining copies of data subject to processing, would require an incommensurable effort, **the Ordering Party shall have the right to ask you** to provide additional information to specify the request, in particular the name or date of initiated or finished public procurement procedure.
13. **The request to limit** the processing of personal data referred to in Article 18, item 1 of the General Regulation shall not limit the processing of personal data until the conclusion of a public procurement procedure.
14. **APPENDICES**

**BID FORM**

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

*PURCHASER –* **The****Jagiellonian University,**

 **ul. Gołębia 24, 31 – 007 Krakow;**

*Case handling unit –* **Public Procurement Department of the Jagiellonian Univerity**

ul. Straszewskiego 25/2, 31-113 Krakow

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

Name (Company) of the Contractor –

………………………………………………………………………………….,

Address of the seat – …………………………………………………,

Address to the correspondence –

……………………………………………………………………………………,

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

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

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

*With reference to the invitation to submit a tender for the selection of the Contractor for the supply of ferroelectric test system with accessories for the Faculty of Chemistry of the Jagiellonian University, case number 80.272.336.2020, we submit the following offer:*

1. we do hereby offer the execution of the subject of the procurement for the total net amount ........ (PLN/EUR/USD), (in words: ………...) plus due VAT in the amount of ….... %, giving the gross amount ...(PLN/EUR/USD) (in words: ………),
2. we declare that we undertake to perform the subject of the contract within **84 days of concluding the contract**,
3. we do hereby declare that we offer the subject matter of the contract in accordance with the requirements and conditions specified by the Purchaser in I and confirm the acceptance of the contractual terms and conditions of payment included in I and in the model contract attached to I,
4. we do hereby offer a payment period of up to 30 days calculated from the delivery of the invoice, according to the requirements specified in I,
5. we do hereby declare that we consider ourselves bound by this offer for the time stated in I, i.e. 30 days from the date of its opening,
6. the offer shall consist of ....................... ***\****. subsequently numbered pages,

***NOTE:*** ***dotted spaces and / or spaces marked with "\*" in the template of the offer form and templates of its attachments shall be filled in or deleted as appropriate by the Contractor.***

*Place .................................................., date ........................................... 2020.*

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

*(seal and signature of the person authorized to make declarations
on behalf of the Contractor)*

**Appendix 1 to the offer form**

*(Company’s stamp of the Contractor)*

**DECLARATION**

By submitting an offer *for delivery of ferroelectric test system with accessories for the Faculty of Chemistry of the Jagiellonian University, case number 80.272.336.2020*, I do hereby declare that there are no premises specified in clause 8)5. „Invitation to Tender” effecting in the rejection of the offer.

*Place .................................................., date ........................................... 2020.*

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

*(a stamp and signature of the person authorized to make declarations on behalf of the Contractor*

**Appendix 2 to the offer form**

*(Company’s stamp of the Contractor)*

This appendix contains a detailed technical description of the equipment offered and its detailed price calculation.

*Place .................................................., date ........................................... 2020.*

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

*(a stamp and signature of the person authorized to make declarations on behalf of the Contractor*

**Appendix 3 to the offer form**

*(Company’s stamp of the Contractor)*

**DECLARATION BY THE CONTRACTOR ON COMPLIANCE WITH THE INFORMATION OBLIGATIONS PROVIDED FOR IN ART. 13 OR ART. 14 OF GDPR[[1]](#footnote-1)**

I hereby declare that I have fulfilled the information obligations provided for in Art. 13 or Art. 14 of the Regulation of the European Parliament and of the Council of the EU 2016/679 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 towards natural persons from whom personal data I have acquired directly or indirectly in order to apply for the award of a public contract in these proceedings.

*Place .................................................., date ........................................... 2020.*

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

*(a stamp and signature of the person authorized to make declarations on behalf of the Contractor)*

**MODEL CONTRACT NO 80.272.336.2020**

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

**Jagiellonian University with headquarters at ul. Gołębia 24, 31-007 Kraków, Poland (PL), TIN 675-000-22-36, hereinafter referred to as ‘Purchaser’**; **represented by:**

**1. ………… - ……………., With the financial countersignature of the Jagiellonian University Bursar**

**and ............................ entered in the National Court Register**

**kept by the Court ............, under the entry number: ......, NIP (TIN): ...........,**

**REGON** **(NBRN): ..........., the amount of share capital ............, - PLN, 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: Journal of Laws of 2019, item. 1843) and the Act of April 23, 1964 - Civil Code (consolidated text: Journal of Laws of 2019, item 1145 as amended), the following contract was concluded:*

**§ 1**

1. The Ordering Party shall entrust and the Contractor shall accept for execution the delivery of dielectric spectrometer for the Faculty of Chemistry of the Jagiellonian University in Krakow (30-387), Gronostajowa 2.
2. Contract is implemented under the project “ *Luminescent molecular ferroelectrics based on cyanide metal complexes for effective switching of light emission”*.
3. The subject of the contract includes also includes also the delivery, the system installation, performance verification, introduction and training by a qualified engineering.
4. A detailed description of the subject matter of the contract can be found in point 3) of the Invitation and in the offer of the Contractor.
5. The subject of the contract shall be delivered to the Purchaser to the indicated in paragraph 1 above address. The person responsible for the collection of the equipment and supervision on the part of the Purchaser is ................., tel. ..................., e-mail: ... or other person designated by the Purchaser.
6. The Contractor undertakes to complete the entire subject matter of the contract within **84 days** from the date of awarding the contract, i.e. from the date of concluding the contract, with the Purchaser allowing for earlier completion of the contract. If a customs declaration of the subject of the contract being a non-EU commodity is made by the Purchaser in the light of the customs regulations, the contract completion date for the delivery of the order indicated in item 1 shall be the date on which the Contractor submits the subject of the contract together with the necessary documents for making an effective declaration.
7. In the case of concluding this contract in the electronic form using the qualified electronic signature, both Parties of the contract consistently declare that the date of conclusion of the contract is the date of the deposition of the last (later) statement of will concerning its conclusion by the authorized representative of each Party of the contract.
8. The Contractor undertakes to perform all necessary actions for the performance of the subject of the contract referred to in paragraph 1.
9. An integral part of this contract is: documentation of proceedings, including in particular I with attachments and the Contractor’s offer.
10. The Contractor bears full material and legal responsibility for damages caused to the Employer and third parties by the activities resulting from the implementation of this contract.
11. Subcontracting part of the contract shall not change the Contractor’s obligations to the Employer for the performance of this part of the contract. The contractor is responsible for the actions, deficiencies and negligence of subcontractors and their employees to the same extent as if they were their own acts, defaults or negligence.

**§ 2**

1. The Contractor declares that he has appropriate knowledge, experience and has a suitable base to perform the subject of the contract.
2. The Contractor declares that the subject of the contract shall be performed with high quality of materials used and shall meet the agreed deadlines with due diligence, taking into account the professional nature of his business.
3. The Contractor declares that the subject of the contract indicated in § 1, section 1 of the contract meets the requirements of CE standard in the field of safety.

**§ 3**

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 …………………..PLN, EUR or USD net (in words: ……………….net). Including VAT the price is: …………………….. PLN, EUR or USD gross (in words: ……………….gross)[[2]](#footnote-2).
3. The Purchaser is a value added tax payer, and its VAT Number is: PL 675-000-22-36.
4. The Contractor is/ is not[[3]](#footnote-3) a value added tax (VAT) payer in the territory of the Republic of Poland and its VAT registration number is: **…………………………………..**
5. The remuneration specified in sec. 2 includes all costs that the Contractor have to bear in order to fulfil the Contract.
6. 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[[4]](#footnote-4).

**§ 4**

1. The Contractor shall receive remuneration after delivering the entire subject of the contract, confirmed by an unqualified acceptance protocol, and after submitting a correctly issued invoice at the Purchaser’s premises indicated in § 1, section 1 of the contract.
2. The deadline for payment of the invoice for the executed and received subject of the contract is set up to 30 days from the date of delivery of the invoice issued after the order has been received and an unqualified protocol of receipt signed.
3. The Purchaser shall proceed with acceptance procedure after being notified by the Contractor of its readiness for the acceptance procedure. The Contractor is obliged to deliver the declaration of readiness for the acceptance procedure to the person indicated in § 1, section 3 of the contracts at least 3 business days before the planned collection date.
4. The Parties shall consider the date of receipt of the subject of the contract as the date of actual performance by the Contractor of activities constituting the subject of the contract, which will be noted in the abovementioned acceptance protocol.
5. The acceptance report of the subject of the contract will be prepared with participation authorized representatives of the parties to the contract, after verifying the compliance of the subject of the contract in accordance with the terms of the contract, Z together with attachments and the offer of the Contractor and conducting commissioning.
6. The Ordering Party shall collect the entire subject of the order within 7 working days from the date of receipt of the declaration of readiness for the acceptance procedure by the Contractor, indicated in section 3 of this paragraph, provided that the subject of the contract is free from defects.
7. The delivery of a part of the devices constituting the subject of the contract shall not be tantamount to putting it into operation. The protocol of final acceptance of the subject of the contract may be signed only after proper execution of the whole contract.
8. Signing of the final acceptance protocol does not preclude the Purchaser from pursuing claims for improper performance, in particular in the event of finding defects in the subject of the contract by the Purchaser after the final acceptance.
9. The representative specified in §1, section 3 of the contract is authorized to carry out the acceptance of the subject of the contract on the part of the Purchaser.
10. In the case of issuing by the Contractor structured electronic invoices within the meaning of Art. 6, item 1 of the Act of November 9, 2018 on electronic invoicing in public procurement, concessions for construction works or services and public-private partnership (Journal of Laws of 2018, item 2191, as amended) via the Electronic Invoicing Platform available at: https: //efaktura.gov.pl/, in the "reference" box of the form, the Contractor will enter the following e-mail address: ............
11. The Contractor is obliged to indicate on the invoice the account number, which was disclosed in the list of entities registered as taxpayers of VAT, 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 item 1 of the Act of 11 March 2004 on the tax on goods and services – consolidated text: Journal of Laws of 2020, item 106, as amended).
12. In the absence of the disclosure of the Contractor’s bank account on the “White List”, the Purchaser shall be entitled to pay the remuneration to the account indicated in the invoice, however, with the simultaneous fulfilment of the obligations arising from provisions of law, including the notification to the National Revenue Administration authorities.
13. Should the Contractor be registered as an active taxpayer of value added tax, the Purchaser shall pay the remuneration using the split payment mechanism, i.e. in the manner indicated in Art. 108a, item 2 of the Act of 11 March 2004 on tax on goods and services (consolidated text: Journal of Laws of 2020, item 106 as amended). The provisions of the first sentence shall not apply if the subject of the contract is an activity exempt from VAT or it is subject to a 0% VAT rate.
14. The Contractor confirms that the bank account disclosed on the invoice serves him exclusively for the purposes of settlements due to his business activity for which the VAT account is maintained.
15. The place of payment shall be the Purchaser’s Bank, and the payment shall be made on the day of submitting the transfer order by the Purchaser.

**§ 5**

1. The Contractor shall deliver the Object of the contract without defects, and is obliged to verify compliance of the symbols (numbers etc.) placed at the delivered devices with those stated in a guarantee document (the guarantor declaration) indicated in the sec. 2 below. The Contractor shall also verify the status of seals and any other security measures, if they were used. The removal by the Purchaser of the above mentioned security features shall not result in the loss of warranty for the equipment on which they were placed.
2. The Contractor upon the delivery of the entire subject of this contract shall issue the Purchaser a guarantee document (guarantor's statement), the content of which will include at least the following information: name and address of the guarantor or his representative in the Republic of Poland, duration and territorial scope of the guarantee protection, rights of the Employer in the event of finding a physical defect, as well as a statement that the warranty does not exclude, limit or suspend the powers of the Purchaser under the provisions on warranty for defects in the subject of the contract.
3. The Contractor issues a warranty on the subject of the contract valid for a period of **24 months** (counting from the date of the execution of the contract - i.e. from the date of receipt of the subject of the contract, confirmed by a final unqualified protocol of receipt), taking into account the provisions concerning the guarantee conditions resulting from the I and its appendices.
4. The warranty shall be provided by the manufacturer or a service centre or person authorized by the manufacturer at the expense of the Contractor at the premises of the Purchaser, and if this is technically impossible, all organizational activities and costs associated with the provision of warranty service outside the headquarters of the Purchaser shall be borne by the Contractor.
5. In case of finding defects in the subject of the contract, the Contractor commits to its free replacement or removal of defects on the terms and in the manner specified in the content of the guarantee document (guarantor's statement) indicated in item 2 above, taking into account the provisions of items 5, 6 and 7 of this section of the contract.
6. Response time to a defect report (immediate removal of the defect by the appearance of a service technician or by telephone or e-mail solution of the problem) up to 3 working days from reporting the problem/fault (telephone or e-mail notification), excluding public holidays.
7. The warranty repair will be carried out within a period agreed upon by the Parties, but not longer than 7 (seven) working days (Monday to Friday excluding public holidays), counting from the day of acceptance of the notification by the service (by phone, fax or e-mail). If it is necessary to import specialised spare parts, this period cannot be longer than 14 (fourteen) working days, unless the Parties agree on a longer repair period based on the relevant necessity protocol mutually signed.
8. The Contractor guarantees the highest quality of the delivered subject of the contract in accordance with the technical specification. Liability under the warranty covers both defects arising from reasons related to the subject of the contract the time of the acceptance by the Purchaser as well as any other physical defects, arising from reasons for which the Contractor is responsible, provided that these defects are revealed within the warranty period.
9. The warranty period begins on the day following the acceptance of the contract subject, however, in the case of replacement of the defective contract subject (its element or module) with a new one or removal of a significant defect, the warranty period starts anew from the moment of re-delivery.
10. The warranty period shall be automatically extended by the repair period, i.e. the time counted from the notification to the removal of the failure or defect specified in paragraph 6 of this section of the contract.
11. The Purchaser may exercise the rights under the warranty for physical defects of the item regardless of the rights arising from the warranty. The rights under the warranty for physical defects shall expire after 24 months from the date of delivery to the Purchaser of the entire subject of the contract confirmed by a signed unqualified acceptance protocol, however, if the Purchaser exercises the rights under the warranty, the period for exercising the rights under the warranty shall be suspended from the date of notifying the Contractor of the defect (fault). This period shall run from the date of the Contractor’s refusal to perform the obligations arising from the warranty or ineffective expiry of the period specified for the removal of the defect (fault) of the contract subject.
12. If the Contractor does not meet the conditions of the warranty or does not comply with the above rules, the Purchaser is entitled to remove the defect(s) by repair, at the risk and expense of the Contractor, while retaining other rights under the contract. In such cases the Purchaser has the right to engage another entity to remove defects (faults), and the Contractor shall be obliged to cover the related costs within 14 days from the date of receipt of the request together with the proof of payment.
13. The Purchaser undertakes to comply with the basic operating conditions specified by the manufacturer in the provisions of the guarantor’s declaration contained in the warranty documents or operating instructions provided by the Contractor, to the extent that it is not contrary to the provisions of this section of the contract.

**§ 6**

1. The parties reserve the right to claim contractual penalties for non-compliance with the Contract or the improper performance of obligations under the contract.
2. The Contractor, subject to the provisions of item 4 of this section, shall pay the Purchaser a contractual penalty in the following amount in case:
	1. withdrawal from the contract due to circumstances beyond the control of the Awarding Entity - in the amount of 10% of the gross remuneration set out in §3, item 2 of the contract,
	2. non-performance or incorrect performance of the contract of 10% gross remuneration as determined in §3, item 2 of the contract, where incorrect performance of the contract is its execution, which is in conflict with the provisions of the contract or the Contractor's offer or the provisions of I, or does not ensure achievement of the required parameters, functionalities and ranges resulting from the I and utility of the contract subject,
	3. delay in the performance of the subject of the contract in the amount of 0.2% of the gross remuneration set out in §3, item 2 of the contract for each day of delay, counting from the date of The maximum gross remuneration for the contract is 20% of the gross remuneration set out in § 3, item 2 of the contract, which is next to the deadline for completion of the contract subject, as defined in § 1, item 4 of the contract,
	4. delays in the removal of defects in the subject matter of the contract, as ascertained upon acceptance, in the amount of 0.2% of the gross remuneration set out §3, item 2 of the contract for each day of delay, counting from the day following the deadline set by the Ordering Party for the removal of defects, no more than 20% of the gross remuneration set out in §3, item 2 of the contract,
	5. delay in the removal of defects in the subject of the contract found during the guarantee or warranty for defects, in the amount of 0.2% of gross remuneration determined in §3, item 2 of the contract for each day of delay, counting from the day following the expiry of the deadline determined in accordance with §5, item 7 of the contract or in a written statement of the Parties, no more than 20% of gross remuneration determined in §3, item 2 of the contract,
3. The Contractor may demand the penalty and the Purchaser is obliged to pay it, in case of withdrawal from the contract by the Contractor due to exclusive fault of the Purchaser, in the rate of 5% of the total Contract price net, as in the § 3, item 2.
4. The Parties have the right to demand compensation on the basis of general rules of Civil Code, over the contractual penalties.
5. 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.
6. The Purchaser shall be entitled to deduct possible contractual penalties from the amount of remuneration specified in the invoice, which is due and payable to the Contractor.
7. Any payment of contractual penalties does not release the Contractor from obligation to complete this contract.

**§ 7**

* 1. Apart from the situations regulated by the act of 23 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 no earlier than 7 days from the date of being informed of the occurrence of the following circumstances and no later than the date of expiry of the warranty period, that is when :
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 have started, or dissolution of the Contractor without liquidation has been undertaken, or business activity of the Contractor has been terminated or the Contractor is removed from CEIDG (Central Registration and Information on Business) as an entrepreneur,
3. an order to seize the Contractor’s assets has been issued,
4. The Contractor delivered equipment which did not comply with the terms of the contract or exceeded the contract completion date by 7 days, and in an additional period not exceeding 7 days, specified by the Purchaser, did not perform the contract in accordance with its provisions,
	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. Withdrawal from the contract shall not affect the existence and effectiveness of claims for payment of contractual penalties.
	4. In the case of withdrawal, the Parties retain the right to demand contractual penalties.

**§ 8**

* + 1. 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
		2. 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.
		3. The deadlines stated in this contract shall be suspended for a period of time, for which the force majeure prevented contract realization.

**§ 9**

* + - 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 invalidity of one or more provisions of this Contract shall not affect the validity of the Contract in its entirety, in which case the Parties shall replace the invalid provision by a provision consistent with its purpose and other provisions.

**§ 10**

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. changing the order completion date by extending it due to reasons attributable to the Purchaser, such as lack of preparation/transfer of the place of execution/delivery, and other reasons not attributable to the Parties caused by force majeure within the meaning of § 8;
3. extension of the warranty period, in the case of its extension by the manufacturer or Contractor;
4. improvement of quality or other parameters characteristic for a given delivery item or change of technology to an equivalent or better one, increase of equipment efficiency and safety, in case of withdrawal from the market of the manufacturer or the suspension or termination of production of the subject of the contract offered by the Contractor or its elements;
5. updates of solutions due to technological progress or changes of the applicable regulations,
6. change of a subcontractor, in particular for random or other reasons beneficial to the Purchaser, if the Contractor declares the performance of the contract by means of subcontractors.
7. changes not related to the contractual provisions, e.g. when, for organisational reasons, it will be necessary to change the contact details specified in the contract, when the bank account number of one of the Parties changes, will be made by submitting a written statement of the Party affected by these changes to the other Party.

**§ 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. The Parties undertake to notify each other each time by registered mail of a change in the address of their registered office, on pain of being deemed to have been effectively delivered to the previously known address.
			3. 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.
			4. In matters not stipulated herein, the provision of the Polish law shall apply, in particular the provisions of the act of 20th July 2018 – The Law on higher education and science (Journal of Laws of 2020, item 85, as amended), the act of 2nd March 2020 on special solutions related to preventing, counteracting and combating COVID-19, other infectious diseases and the resulting crisis (Journal of Laws 2020, item 374, as amended), and the provisions of the act of 23rd April 1964 – Civil Code (Journal of Laws of 2019, item 1145, as amended).
			5. Any disputes resulting from this Contract shall be subject exclusively to the Polish court competent for the Purchaser’s place of residence.
			6. The Contract has been drawn up in two (2) identical copies, one (1) copy for each Party. In the case of concluding the Contract in the electronic form by using the qualified electronic signature, the resulting electronic document becomes the certification that the Parties consistently made the statements of will represented by the content of the contract.

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

*The Purchaser The Contractor*

**Appendix A to the Invitation**

**Specification for the apparatus: Ferroelectric test system with accessories**

Ferroelectric test system for the measurements of polarization under ac (variable frequencies) and dc external electric field for solid samples, including the experimental studies of polarization hysteresis, leakage current and a pulsed technique PUND.

**Requirements concerning the equipment:**

1. ferroelectric test system with the in-built multigain amplifier giving the accessible voltage of at least ±500V
* maximal data points of at least 32000
* maximal hysteresis frequency of at least 250 kHz, and the minimal frequency at least 0.03 Hz
* 18–bit resolution with at least 2MHz single pass capture rate and execute 10MHz capture rate using an interface technique
* data capture rate of at least 50 points per 5 μs
* execute pulse tests at ca. 500 ns
* hysteresis accuracy of at least 0.5%
* possibility of the simultaneous detection of polarization and output voltage
* minimum charge sensitivity of at least 0.80 fC
* maximum area resolution of at least 5 mC for 10V and capture the charge generated by at least 500microfarad capacitor
* accessible pulse width down to at least 5μs and up to at least 1 s
* minimum leakage current of 2 pA with the accuracy of at least 4%, and 1 pA with the accuracy of at least 15%
* powers supplies and complete set of electrical cables
* at least 16-bit arbitrary waveform generator output
* test and stress circuits contained in a single enclosure; there should be no need change hardware configurations between different types of test procedures
* high temperature Teflon Test Fixture able to withstand exposures of up to at least 180°C continuous or at least 230°C for short periods and must be rated to 10kV; chamber must be sealed so it may be filled with insulating oil to protect the sample from the arcing that may occur in “open air”
* software for graphical presentation and simultaneous collection of experimental data; software should allow researchers to combine different measurement tasks with environmental controls into an automated test procedure managed by programmable logic embedded with automated data collection, analysis and plotting tools; software should provide large freedom to design, conduct and review all procedures associated with any material experiment; it should allow user to create his or her own test procedures in any format without the need of custom software programming support from vendor; software upgrades should be free of charge
1. high voltage interface fully integrated with ferroelectric test system
* maximum ac voltage of at least 10 kV
* protection circuits to prevent the damage to the test system in case of breakdown of measured samples under high voltage; they must provide the following protection: a completely insulated high voltage path from the high voltage amplifier to the test sample and back, protection of the tester, the sample, and the high voltage amplifier in case of a sample short, ability to disconnect the high voltage amplifier and shorts the sample during a test if the sample breaks down, ability to disconnect the high voltage amplifier and shorts the sample between tests
1. high voltage power amplifier fully integrated with ferroelectric test system
* output voltage range from 0 to at least ±10 kV dc
* output current range from 0 to at least ±2 mA dc
* slew rate of at least 30 V/μs
* dc voltage gain accuracy of at least 0.1% of full scale
* offset voltage smaller than at least ±1 V
* voltage monitor providing a low-voltage replica of the high-voltage output

All parts of the system have to be equipped with the necessary wires and cables required for the appropriate system operation. System and software manuals have to be included.

The cost of the apparatus includes also the delivery, the system installation, performance verification, introduction and training by a qualified engineering.

Guarantee of at least 24 months from the day of the apparatus installation. Time of delivery since the signature of the contract – up to 84 days.

1. Required only if the contractor provides personal data of persons other than directly concerning him and there is no exclusion of the application of the information obligation, pursuant to art. 13 section 4 or art. 14 section 5 of GDPR. In other cases, the Contractor will not make a statement. [↑](#footnote-ref-1)
2. In case of the Contractor from outside of Poland only net price shall be indicated. [↑](#footnote-ref-2)
3. Shall be filled according to the Contractor status. [↑](#footnote-ref-3)
4. If applicable. [↑](#footnote-ref-4)