

Invitation to tender for the delivery, bringing in, installation and commissioning of a system for behavioural analysis of rodents with software for video-tracking, together with user training for 5 (five) persons, amounting to 8 (eight) hours, for the needs of the Faculty of Biochemistry, Biophysics and Biotechnology, Jagiellonian University, ul. Gronostajowa 7, 30-387 Kraków

Ref. No.: 80.272.130.2021

<p>JAGIELLONIAN UNIVERSITY PUBLIC PROCUREMENT DEPARTMENT Ul. Straszewskiego 25/3, 31-113 Kraków tel. +4812-663-39-03, fax +4812-663-39-14; e-mail: bzp@uj.edu.pl www.uj.edu.pl www.przetargi.uj.edu.pl</p>	
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Kraków, date 03.09.2021

Invitation to tender hereinafter referred to as the “Invitation” or “I”

1) Name (company name) and address of the Contracting Authority.

1. Jagiellonian University, ul. Gołębia 24, 31-007 Kraków.
2. Unit conducting the case:
 - 2.1 Public Procurement Department of the Jagiellonian University, ul. Straszewskiego 25/2, 31-113 Kraków
 - 2.1.1 tel. +4812-663-39-02; fax +4812-663-39-14;
 - 2.1.2 e-mail: bzp@uj.edu.pl
 - 2.1.3 website: www.uj.edu.pl
 - 2.1.4 the place of publication of announcements and information: www.przetargi.uj.edu.pl

2) Procedure for awarding the contract.

1. The public procurement procedure in the field of science is conducted under the procedure of invitation to tender based on Article 11(5)(1) of the Act of 11 September 2019 – Public Procurement Law (consolidated text Journal of Laws 2021, item 1129 as amended) and the Act of 23 April 1964 – Civil Code (consolidated text Journal of Laws 2020, item 1740 as amended).
2. The activities undertaken by the procuring entity, hereinafter referred to as "the Contracting Authority", and the interested entity, hereinafter referred to as "the Economic Operator", in the procurement procedure shall be governed by the provisions set out in this Invitation.

3) Description of the subject-matter of the contract.

1. The subject-matter of the contract is the delivery, bringing in, installation and commissioning of a system for behavioural analysis of rodents with software for video-tracking, together with user training for 5 (five) persons, amounting to 8 (eight) hours, for the needs of the Faculty of Biochemistry, Biophysics and Biotechnology, Jagiellonian University, ul. Gronostajowa 7, 30-387 Kraków
2. Description of the subject-matter of the contract.

System for behavioural analysis of rodents with software for video-tracking

- 2.1. The system must include at least 4 observation cages to measure and test the behaviour of laboratory rodents. Each cage must be equipped with:
 - a) a camera recording at least 100 frames per second,
 - b) a feeder,
 - c) a bottle integrated with a water consumption meter,

- d) a shelter for rodents transmitting infrared radiation.
- 2.2 The system must be equipped with software for video tracking, analysis of the animal's behaviour, movement and activity. The video-tracking software must meet the following parameters:
- a) correction of missing and incorrect samples,
 - b) quality control of the data based on their temporal comparison with the video material,
 - c) it must have built-in templates for a variety of species including rats, mice, fish, arthropods including at least ten different mazes for mice,
 - d) it must be covered by 24h technical support available on working days,
 - e) it must include detailed technical documentation, including elaborate manuals and online help describing tracking methods and analysis parameters,
 - f) it must have a built-in video tutorial
 - g) the software must have a minimum of six data acquisition methods: gray scaling, static subtraction, dynamic subtraction, differencing, color marking and pixel change
 - h) availability of add-on module to interact with external hardware through TTL and other commands, triggered by the animal's detected behaviours,
 - i) availability of automatic behaviour detection add-on modules for mice (recognition of digging, drinking, eating, grooming, jumping, sniffing, walking, resting),
 - j) availability of an add-on module for scratching detection of the test animals.
- 2.3. The system must include a workstation to ensure full integration of the test environment with the video equipment and animal behaviour analysis software.
- 2.4. The workstation should meet the following parameters:

Type	Desktop computer, in a stand-alone casing
Application	The computer will be used to operate the above device
Processor	According to http://cppubenchmark.net at least 17299 points in the average cpu mark test
Operating memory RAM	Not less than 8 GB DDR4 in a single bank so that three free banks remain. Memory speed compatible with a bus of no less than: 2666MHz
Fast Drive 1:	Drive with a capacity of no less than 256GB (M.2 PCIe interface, NVMe class 40 protocol)
Storage Disk 2:	Drive no less than 1024GB (SATAIII interface, AHCI protocol speed min. 7200rpm) Drive no larger than 2.5"
Additional information:	Due to planned expansion, the computer must be expandable to at least the number of disks with sizes: min. 2 x M.2 min. 3 x 3.5" min. 4 x 2.5"
Additional graphics card	According to https://www.videocardbenchmark.net/ at least 9666 points in the Average G3D Mark test - Min: 5GB of inbuilt memory - min. 4 DisplayPort outputs supporting at least 4K resolution - Power consumption of no more than 75W (according to the manufacturer's description)
Operating system	The Contracting Authority suggests Microsoft Windows 10 Pro operating system, due to the fact that the vast majority of computers used by organisational units of the Jagiellonian University run on the

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Ref. No.: 80.272.130.2021

	above-mentioned systems
Power supply	Min. 550W
Height	Due to the adequately prepared space the computer cannot be higher than 335mm.
Warranty	Min. 36 months , the computer must have a code that allows to check the duration of the warranty on the manufacturer's dedicated website.
Monitor	
Resolution	Min. 2560 horizontal and 1440 vertical = with 16:9 format and refresh rate not less than 60Hz
Matrix	Matte screen with a diagonal of no less than 23.8" using IPS LED technology with colour reproduction of no less than sRGB 99% (16.7 million colours)
Response time	Min. 5ms (GTG) and 8ms (with the manufacturer's)
Functions	The monitor must have a flicker reduction function and a blue light filter
Contrast	Min. 1000:1 and viewing angles of no less than 178 vertical/horizontal
Connections	Not less than: 1hdmi, 1DP, 1DP-Out, 2pc. USB2.0 and 2pc USB 3.0, 1pc USB Type C
Additionally	Kensington Lock security cable option, Built-in USB HUB, Cable holder.
Warranty	36 months
Weight	Due to the holder the weight must not exceed 4kg

The Economic Operator must provide at least 12 months warranty for the system, including the scratch analysis module.

General requirements:

1. The price must include delivery of the system, bringing in, installation commissioning and staff training.
2. The subject-matter of the contract must be adequately protected against any damage during transport and insured. The Economic Operator shall be liable for any damage during transport.
3. Designation of the subject-matter of the contract according to the code of the Common Procurement Vocabulary: CPV: 33260000-0 - *Checking and testing apparatus*, 30213300-8 - *Desktop computer*, 48000000-8 - *Software package and information systems*, 30231300-0- *Display screens*

4) Contract completion date

1. The contract must be completed within 14 weeks from the date of award of the contract, i.e. conclusion of the Agreement, but not earlier than 14 days from the date of conclusion of the Agreement.
2. User training will take place on the day the equipment is delivered to the Contracting Authority's premises.

5) Information on the manner of communicating between the Contracting Authority and Economic Operators and on the manner of providing declarations and

documents, as well as indication of persons authorised to communicate with the Economic Operators.

1. It is permissible to communicate in writing or electronically.
2. It is recommended to communicate by e-mail at the following address: anna.onderka@uj.edu.pl
3. If the Contracting Authority or the Economic Operator provides any documents or information by electronic means, either party shall acknowledge the receipt immediately at the request of the other party.
4. Before submitting their tenders, Economic Operators may send the Contracting Authority their comments on the content of the present Invitation. In justified cases, the Contracting Authority, taking into consideration the comments, may change the content of this Invitation and extend the time limit for submission of tenders accordingly.
5. A person authorised to communicate with Economic Operators in formal and substantial matters is Anna Onderka, M.Sc., e-mail: anna.onderka@uj.edu.pl

6) Description of the manner of tender preparation.

1. Each Economic Operator may submit only one tender for the whole subject-matter of the contract and calculate the price for the whole subject-matter of the contract. The Economic Operator has to attach a price calculation to the tender.
2. The Economic Operator has to attach technical and/or functional description(s) or catalogues (prospectus(s)) of the manufacturer(s) to the tender, allowing evaluation of compliance of the offered item and its parameters with the requirements of the Invitation specified in item 3)2.
3. The tender, together with attachments constituting its integral part, should be drawn up by the Economic Operator in accordance with the provisions of this Invitation, i.e. in accordance with the content of the tender form and its attachments included in this Invitation.
4. The tender should be prepared in Polish or English, signed and submitted in writing or in an electronic form via e-mail to the address indicated in the Invitation.
5. It is recommended that the tender form and its appendices (statements) be signed by a person(s) authorised to make declarations of intent on behalf of the Economic Operator, together with the personal information and company data (e.g. stamp).
6. Any corrections or amendments to the text of the tender must be signed by the person(s) signing the tender and marked with the dates of such corrections or amendments.
7. The Economic Operator is obliged to submit a power of attorney to the tender in case it is signed by a proxy.
8. The Economic Operator may stipulate, not later than on the date of tender receipt, that information related to the tender constituting a business secret in the meaning of Article 11 of the Act of 16 April 1993 on counteracting unfair competition (consolidated text Journal of Laws 2020, item 1913, as amended) may not be disclosed.
9. All costs related to the preparation and submission of the tender shall be borne by the Economic Operator.
10. By submitting a tender, the Economic Operator declares that he/she/it shall perform the subject-matter of the contract in accordance with all requirements of the Contracting Authority described in this Invitation and its appendices.

7) Place and manner as well as the date of tenders submission and opening.

1. Offers should be submitted to the Public Procurement Department of the Jagiellonian University, located at ul. Straszewskiego 25/3, 31-113 Kraków, Poland, **by 14.09.2021 until 09:00 a.m.**, in writing or in electronic form via e-mail to anna.onderka@uj.edu.pl with the marking enabling identification of the Economic Operator and indicating the subject-matter and number of the procedure by the designation: "A tender for the delivery, bringing in, installation and commissioning of a system for behavioural analysis of rodents with software for video-tracking, together with user training for 5 (five) persons, amounting to 8 (eight) hours, for the needs of the Faculty of Biochemistry, Biophysics and Biotechnology, Jagiellonian University, ul. Gronostajowa 7, 30-387 Kraków, Ref. No.: 80.272.130.2021".
2. Announcement of the information about the submitted tenders and the prices offered as well as other important elements of the submitted tenders shall be open and shall take place on **14.09.2021 at 10:00 a.m.** in the Public Procurement Department of the Jagiellonian University, located at ul. Straszewskiego 25/3, 31-113 Kraków.

8) Description of the price calculation method.

1. The lump-sum tender price should be quoted in Polish zloty (PLN) and calculated on the basis of an individual calculation by the Economic Operator, as well as all costs necessary to complete the subject-matter of the contract; warranty costs, customs duties, taxes, transport, delivery to the building and premises indicated by the Contracting Authority, bringing in, assembly, cost of user training, discounts, rebates etc. which the Economic Operator intends to grant. Place of delivery: Faculty of Biochemistry, Biophysics and Biotechnology, Jagiellonian University, ul. Gronostajowa 7, 30-387 Kraków.
2. The total lump-sum price calculated on the basis of the Economic Operator's individual calculation should correspond to the price given by the Economic Operator in the tender form.
3. In the case where the registered office of the Economic Operator is outside Poland, for the purpose of evaluation and comparison of tenders, the Contracting Authority shall add the appropriate VAT to the presented price.
4. No price adjustments are envisaged, and the calculated price shall be a lump sum price for the entire subject-matter of the contract.
5. No prepayments or advances for the performance of the subject-matter of the contract are envisaged, and payment shall be made in accordance with the provisions of the Agreement.

9) Description of actions and criteria that the Contracting Authority will be guided by when selecting the most advantageous offer.

1. The Contracting Authority shall select the most advantageous tender from among the valid tenders submitted in the procedure on the basis of the tender evaluation criteria specified in the Invitation.
2. Tender evaluation criteria and their weightings:
3. **Gross price for the entire contract – 100%**
 - 3.1 Points awarded for the criterion "Gross price for the entire contract" shall be calculated according to the following formula:
$$C = (C_{naj} : C_o) \times 10$$
where:
C – number of points awarded to a given tender,

C_{naj} – the lowest price among valid tenders,

C_o – the price given by the Economic Operator for whom the result is calculated,

The maximum number of points to be awarded in this criterion by the Economic Operator is 10.

3.2 All calculations will be made to two decimal places.

3.3 The tender of the Economic Operator which receives the highest number of points will be considered the most advantageous.

3.4 Where tenders for the same price have been submitted, the Contracting Authority shall invite the Economic Operators who have submitted those tenders to submit additional tenders within a time limit set by the Contracting Authority.

4. During examination and evaluation of tenders the Contracting Authority may require from the Economic Operators explanations regarding the content of submitted tenders, observing the principles of transparency and fair treatment of Economic Operators.
5. The Contracting Authority shall correct in the text of the tender obvious typing errors, obvious calculation errors taking into account the calculation results of the corrections made, as well as other errors resulting from the non-compliance of the tender with the requirements of the Invitation which do not cause any significant changes in the contents of the tender and shall forthwith inform thereof the Economic Operator whose tender has been corrected.
6. The Contracting Authority may reject a tender especially if it was submitted after the deadline for submission of tenders or if it does not comply with the requirements of the Invitation or there are other justified circumstances resulting in its non-compliance with the applicable regulations.
7. The Contracting Authority shall reject the tender submitted by:
 - a) an Economic Operator who is a natural person and who has been legally convicted of the following criminal offence:
 - participation in an organised criminal group or association aimed at committing a crime or fiscal offence, referred to in Article 258 of the Penal Code,
 - human trafficking offence referred to in Article 189a of the Penal Code,
 - offence referred to in Articles 228-230a, Article 250a of the Penal Code or in Article 46 or Article 48 of the Act on Sport of 25 June 2010,
 - financing a terrorist offence referred to in Article 165a of the Penal Code or the offence of preventing or hindering the determination of the criminal origin of money or concealing its origin, referred to in Article 299 of the Penal Code,
 - offence of a terrorist nature, referred to in Article 115 § 20 of the Penal Code, or aiming at committing such an offence,
 - entrusting work to an underage foreigner, referred to in Article 9(2) of the Act of 15 June 2012 on the results of commissioning work to foreigners unlawfully residing on the territory of the Republic of Poland (Journal of Laws No. 769),
 - offence against economic turnover, referred to in Articles 296-307 of the Penal Code, an offence against fraud referred to in Article 286 of the Penal Code, an offence against credibility of documents referred to in Articles 270-277d of the Penal Code, or a fiscal offence,
 - offence referred to in Article 9 (1) and (3) or Article 10 of the Act of 15 June 2012 on the effects of commissioning work to foreigners unlawfully residing

- on the territory of the Republic of Poland or for a corresponding prohibited act defined in foreign legal regulations;
- b) an Economic Operator, if an incumbent member of its management or supervisory body, a partner in a general partnership or partnership or a general partner in a limited partnership or a limited joint-stock partnership, or a proxy has been validly convicted of an offence referred to above (letter a);
 - c) an Economic Operator against whom a final court judgement or a final administrative decision on overdue payment of taxes, fees or contributions for social or health insurance was issued, unless the Economic Operator, before the deadline for submitting tenders, has paid the due taxes, fees or contributions for social or health insurance together with interest or fines or has entered into a binding agreement on payment of these dues;
 - d) an Economic Operator against whom a final decision banning him/her/it from competing for a public contract has been issued;
 - e) an Economic Operator if the Contracting Authority can confirm, based on reliable grounds, that the Economic Operator entered into an agreement with other economic operators with the purpose of disrupting competition, in particular if they belong to the same group within the meaning of the Act of 16 February 2007 on competition and consumer protection, submitted separate tenders, partial tenders or requests to participate in the procedure, unless they prove that they have prepared those tenders or requests independently of each other;
 - f) an Economic Operator if, in the cases referred to in Article 85(1) of the Act, there has been a distortion of competition resulting from previous involvement of that Economic Operator or an entity which belongs to the same capital group with the Economic Operator within the meaning of the Act of 16 February 2007 on competition and consumer protection, unless the distortion of competition caused by that fact can be eliminated in a way other than by excluding the Economic Operator from the procurement procedure.
3. The Contracting Authority shall cancel the public procurement procedure in particular if no tender is submitted, or if all submitted tenders are rejected, or if the price of the most advantageous tender exceeds the amount which the Contracting Authority may allocate to finance the contract, or if other justified circumstances occur which make the Agreement in the field of science invalid.
 4. The Contracting Authority shall simultaneously inform all Economic Operators who have submitted tenders about the result of the procedure, giving the reasons for it.

10) Information on the formalities which should be met following the selection of a tender in order to conclude an Agreement.

1. Before signing the Agreement, the Economic Operator should submit:
 - 1.1 a current copy from the relevant register or from the central register and information on business activity, if separate regulations require entry in the register, if not submitted with the tender.
 - 1.2 a copy of the agreement(s) laying down the grounds and rules for competing jointly for the award of the contract in the field of science – in the event of a tender being submitted by entities competing jointly for the award of the contract in the field of science (i.e. a consortium).

2. The selected Economic Operator is obliged to conclude the Agreement at a date and place specified by the Contracting Authority.

11) Tender validity period.

The tender shall be binding for 30 days, i.e until the day counting from 14th of September.

12) Information on personal data processing – concerns the Economic Operator being 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 natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter the “General Regulation”), the Jagiellonian University informs that:

1. The **Controller** of your personal data is the Jagiellonian University, ul. Gołębia 24, 31-007 Kraków, represented by the Rector of the Jagiellonian University.
2. **The Jagiellonian University has appointed a Data Protection Officer**, ul. Gołębia 24, 31-007 Kraków, room 5. Contact with the Officer is possible via **e-mail**: iod@uj.edu.pl or by calling 12 663 12 25.
3. Your personal data shall be processed pursuant to **Article 6(1)(c) of the General Regulation for the purpose related to the present public procurement procedure.**
4. The provision of your personal data is a statutory requirement under the Act of 11 September 2019 Public Procurement Law (consolidated text: Journal of Laws of 2019, item 2019 as amended, hereinafter referred to as the “PPL Act”) related to participation in the public procurement procedure.
5. The consequences of not submitting personal data result from the PPL Act.
6. The following will be the recipients of your personal data: persons or entities to whom the tender documentation shall be made available pursuant to Article 8 and Article 96(3) of the PPL Act.
7. Your personal data shall be stored in accordance with Article 97(1) of the PPL Act for a period of: at least 4 years counted from the date of completion of the public procurement procedure or until the expiry of the time limit for the control of a project co-financed or financed from the European Union funds or the sustainability of such a project or other agreements or obligations resulting from the implemented projects.
8. **You have the right to:** request access to your personal data, their rectification, restriction of processing – in cases and under the conditions specified in the General Regulation.
9. **You do not have the right to** request erasure of your personal data, the right to personal data portability and the right to object to the processing of your 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 Authority** when you feel that the processing of your personal data is in violation of the provisions of the General Regulation.
11. **The exercise of the right** to request the rectification or completion of your personal data referred to in Article 16 of the General Regulation may not result in a change in the outcome of the public procurement procedure, nor may it change the provisions of the

agreement to the extent inconsistent with the PPL Act, nor may it violate the integrity of the report of the public procurement procedure and its appendices.

12. Should the performance of the obligations referred to in Article 15 (1)-(3) of the General Regulation, aimed to exercise your rights indicated in items 8 and 10 above and to obtain a copy of the data to be processed, involve a disproportionate effort, **the Contracting Authority may request you** to provide additional information to specify the request, in particular the name or date of the initiated or completed public procurement procedure.
 13. **Your request** to restrict the processing of data, as referred to in Article 18(1) of the General Regulation, shall not restrict the processing of personal data until the completion of the public procurement procedure.
- 13)** The Model Agreement – Appendix 2 to the Invitation – contains the conditions and contractual requirements for the delivery of the subject-matter of the contract.

Invitation to tender for the delivery, bringing in, installation and commissioning of a system for behavioural analysis of rodents with software for video-tracking, together with user training for 5 (five) persons, amounting to 8 (eight) hours, for the needs of the Faculty of Biochemistry, Biophysics and Biotechnology, Jagiellonian University, ul. Gronostajowa 7, 30-387 Kraków

Ref. No.: 80.272.130.2021

Appendix 1 to the Invitation

TENDER FORM

CONTRACTING AUTHORITY – Jagiellonian University
ul. Gołębia 24, 31 - 007 Kraków;
Unit conducting the case – Public Procurement Department of the Jagiellonian
University
ul. Straszewskiego 25/3, 31-113 Kraków

Name (Company) of the Economic Operator –

.....,

Address of the registered office –

.....,

Address for correspondence –

.....,

Tel. –; fax –

E-mail:

NIP –; REGON –

Referring to the invitation to tender for the selection of an Economic Operator for the delivery, bringing in, installation and commissioning of a system for behavioural analysis of rodents with software for video-tracking, together with user training for the needs of the Faculty of Biochemistry, Biophysics and Biotechnology, Jagiellonian University, ul. Gronostajowa 7, 30-387 Kraków, Ref. No.: 80.272.130.2021, we submit the following tender:

- 1) we offer the performance of **the entire subject-matter of the contract** for the total net amount of PLN*, plus due VAT at the rate of%*, which gives the gross amount of PLN..... (in words:..... PLN),
- 2) we offer contract completion date in accordance with the provisions of the Terms of Reference, i.e. up to 14 weeks from the conclusion of the Agreement, but not earlier than 14 days from the conclusion of the Agreement,
- 3) we declare that the offered video tracking software will be covered by 24 hour technical support on working days.
- 4) we offer a payment period of up to 30 days counted from the delivery of the correctly issued invoice, according to the requirements specified in the Invitation,
- 5) we declare that we have read the contents of the Invitation to Tender, in particular the Model Agreement contained therein and the description of the subject-matter of the contract with appendices, and we deem ourselves bound by the requirements and rules of the procedure specified therein,

- 6) we declare that we consider ourselves bound by this tender for the period of 30 days from the date of its opening;
- 7) we declare that we offer the subject-matter of the contract in accordance with the requirements and conditions described by the Contracting Authority in the Invitation;
- 8) we offer a warranty guarantee as in the Invitation.
- 9) we declare that we have fulfilled the information obligations provided for in Article 13 or Article 14 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons 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 we have directly or indirectly obtained personal data in order to compete for the award of a public contract in this procedure.
- 10) the person authorised to contact the Contracting Authority with regard to the submitted tender and in matters concerning the possible performance of the Agreement is: , e-mail: , tel.: (may be completed on an optional basis)
- 11) the tender includes* of consecutively numbered pages.
- 12) Appendices to the Tender Form
 - Appendix 1 – Economic Operator’s declaration;
 - Appendix 2 – Tender price calculation;
 - Other

Please note! The Economic Operator is obliged to fill in places with dotted lines and/or delete accordingly places marked with "*" in the model tender form and in its appendices.

Placedate.....

(stamp and signature of the person authorised to make declarations of intent on behalf of the Economic Operator)

Invitation to tender for the delivery, bringing in, installation and commissioning of a system for behavioural analysis of rodents with software for video-tracking, together with user training for 5 (five) persons, amounting to 8 (eight) hours, for the needs of the Faculty of Biochemistry, Biophysics and Biotechnology, Jagiellonian University, ul. Gronostajowa 7, 30-387 Kraków

Ref. No.: 80.272.130.2021

Appendix 1 to the Tender Form

(Economic Operator's company stamp)

DECLARATION

Submitting a tender for the selection of an Economic Operator for the delivery, bringing in, installation and commissioning of a system for behavioural analysis of rodents with software for video-tracking, together with user training for the needs of the Faculty of Biochemistry, Biophysics and Biotechnology, Jagiellonian University, ul. Gronostajowa 7, 30-387 Kraków, Ref. No.: 80.272.130.2021, I declare that there are no prerequisites described in item 9)7 of the "Invitation to tender" resulting in rejection of the tender.

Placedate.....

.....
(stamp and signature of the person authorised
to make declarations of intent on behalf of the Economic Operator)

Invitation to tender for the delivery, bringing in, installation and commissioning of a system for behavioural analysis of rodents with software for video-tracking, together with user training for 5 (five) persons, amounting to 8 (eight) hours, for the needs of the Faculty of Biochemistry, Biophysics and Biotechnology, Jagiellonian University, ul. Gronostajowa 7, 30-387 Kraków

Ref. No.: 80.272.130.2021

Appendix 2 to the Tender Form

(Economic Operator's company stamp)

TENDER PRICE CALCULATION

Subject-matter of the contract	Model/manufacturer	Number of pieces	Net value	Gross value
System for behavioural analysis of rodents with software for video-tracking		1		
Computer set				
Desktop computer		1		
Monitor		1		
Total net/gross price				

Training	Net value	Gross value

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Ref. No.: 80.272.130.2021

Total net/gross price

Placedate.....

.....
(stamp and signature of the person authorised
to make declarations of intent on behalf of the Economic Operator)



Appendix 2 to the Invitation

DRAFT PROVISIONS OF THE AGREEMENT 80.272.130.2021

concluded in Kraków on 2021 by and between:

Jagiellonian University in Kraków with its registered office at ul. Gołębia 24, 31-007 Kraków, NIP 675-000-22-36, hereinafter referred to as the “Contracting Authority”, represented by:

1. – , with the financial counter-signature of the Jagiellonian University's Treasurer

and, entered in the National Court Register kept by the Court, under the number:, NIP:, REGON:, hereinafter referred to as the "Economic Operator”, represented by:

1.

As a result of conducting proceedings by way of an invitation to tender procedure under Article 11(5)(1) of the Act of 11 September 2019. Public Procurement Law (consolidated text Journal of Laws 2021 item 1129 as amended) and the Act of 23 April 1964 – Civil Code (consolidated text Journal of Laws 2020, item 1740 as amended) the following Agreement has been concluded:

Article 1

1. The Contracting Authority commissions and the Economic Operator undertakes to execute the delivery, bringing in, installation and commissioning of a system for behavioural analysis of rodents with software for video-tracking, together with user training for 5 (five) persons, amounting to 8 (eight) hours, for the needs of the Faculty of Biochemistry, Biophysics and Biotechnology, Jagiellonian University, ul. Gronostajowa 7, 30-387 Kraków
2. A detailed description of the subject-matter of the contract is included in item 3) of the Invitation and in the Economic Operator's tender dated 2021.
3. As part of the performance of the subject-matter of the Agreement, the Economic Operator shall be obliged, in particular, to deliver the subject-matter of the contract together with its bringing in to the address indicated in paragraph 1, installation and commissioning as well as training of users.
4. The Economic Operator shall ensure that the training will take place for 5 (five) users for 8 (eight) hours.
5. The person responsible for the acceptance of the devices and for supervision on the part of the Contracting Authority is Mr/Ms ... , tel. ..., e-mail: ... or another person from the above-mentioned organisational unit of the Jagiellonian University, indicated by the Contracting Authority, and on the part of the Economic Operator - Mr/Ms ... , phone. ..., e-mail: ...

6. The Economic Operator undertakes to complete the contract within 14 weeks, counting from awarding the contract, i.e. conclusion of the Agreement, however not earlier than 14 days from the day of concluding the Agreement, however, if the Agreement is concluded by means of a qualified electronic signature, the Parties agree that the date of conclusion shall be the date of the last (later) declaration of intent of its conclusion by the authorised representatives of each Party.
7. The Contracting Authority commissions and the Economic Operator undertakes to carry out all necessary actions to perform the subject-matter of the Agreement referred to in paragraph 1.
8. The documentation for the procedure, including in particular the Invitation to Tender with appendices (hereinafter referred to as “the Invitation”) and the Economic Operator's Tender, constitutes an integral part of this Agreement.
9. The Economic Operator shall be fully liable in material and legal terms for any damage caused to the Contracting Authority, as well as to third parties, by activities resulting from the performance of this Agreement.
10. Commissioning a part of the Agreement to subcontractors shall not change Economic Operator's liabilities towards the Contracting Authority for the performance of that part of the Agreement.
11. The Economic Operator shall be liable for the acts, omissions and negligence of subcontractors and their employees to the same extent as if they were their own.

Article 2

1. The Economic Operator declares that it has appropriate knowledge, experience and has a suitable base to perform the subject-matter of the Agreement.
2. The Economic Operator declares that it will perform the subject-matter of the Agreement using high quality materials and keeping high quality of the work and will meet the agreed deadlines with due diligence, taking into account the professional nature of its business.
3. Within the framework of this Agreement and the resulting remuneration of the Economic Operator, as specified in Article 3(3) of the Agreement, the Contracting Authority acquires an irrevocable and time-limited right to use any software necessary for the proper functioning of the subject-matter of the Agreement within the scope specified and in the fields of exploitation listed in Article 75(2) of the Act of 4 February 1994 on Copyright and Related Rights (consolidated text Journal of Laws 2019, item 1231 as amended) and paragraphs 5.7 – 5.10 of this Article of the Agreement.
4. The Economic Operator shall grant a non-exclusive licence, i.e. the right to use the software within the scope indicated in paragraph 3, at the moment of signing the acceptance report indicated in Article 2 of the Agreement, without reservations, and paying the remuneration referred to in Article 3(2) of the Agreement, without the need for the Parties to make an additional declaration of intent.
5. The video-tracking software must meet the following parameters:
 - 5.1. correction of missing and incorrect samples,
 - 5.2. quality control of the data based on their temporal comparison with the video material,
 - 5.3. it must have built-in templates for a variety of species including rats, mice, fish, arthropods including at least ten different mazes for mice,

- 5.4. it must be covered by 24h technical support available on working days,
 - 5.5. it must include detailed technical documentation, including elaborate manuals and online help describing tracking methods and analysis parameters,
 - 5.6. it must have a built-in video tutorial
 - 5.7. the software must have a minimum of six data acquisition methods: gray scaling, static subtraction, dynamic subtraction, differencing, color marking and pixel change
 - 5.8. availability of add-on module to interact with external hardware through TTL and other commands, triggered by the animal's detected behaviours,
 - 5.9. availability of automatic behaviour detection add-on modules for mice (recognition of digging, drinking, eating, grooming, jumping, sniffing, walking, resting),
 - 5.10. availability of an add-on module for scratching detection of the test animals.
6. Upon acceptance, the Economic Operator shall also provide the Contracting Authority with copies of the software which will become the property of the Contracting Authority as of the date of granting the aforementioned licence, in installation versions or shall indicate the website address from which the aforementioned software may be downloaded.

Article 3

1. The remuneration to which the Economic Operator is entitled for the performance of the subject-matter of the Agreement was determined on the basis of the Economic Operator's tender.
2. The lump sum remuneration for the subject-matter of the Agreement is set in the net amount of: PLN (in words: Zloty 00/100), which, after adding the due VAT rate of, gives the gross amount of: PLN (in words: Zloty 00/100, including:
 - 2.1. net amount of: PLN (in words: Zloty 00/100), which, after adding the due VAT rate of, gives the gross amount of: PLN (in words: Zloty 00/100 for the delivery of the computer set: 1 (one) desktop computer, 1 (one) monitor.
3. The Contracting Authority declares that, pursuant to the Act of 11 March 2004 on Value Added Tax (consolidated text Journal of Laws 2021, item 635, as amended), it will seek the approval to apply 0% VAT rate to the contracted computer equipment to the extent covered by the aforementioned tax rate – in accordance with Article 83(1)(26) of the aforementioned Act.
4. Within 14 days of receiving a notice from the Contracting Authority, sent to the Economic Operator's e-mail address, about issuing a certificate by the minister competent for higher education, confirming that the delivered equipment is intended for an educational institution within the meaning of Article 83(1)(26) of the Act of 11 March 2004 on Value Added Tax (consolidated text Journal of Laws 2021, item 635, as amended), shall deliver the invoice correction issued for the net amount indicated in Article 3(2) of the Agreement in the scope covered by the 0% VAT rate to the registered office of the Procurement Department - Apparatus Section of the Jagiellonian University in Kraków (30-060) at ul. Ingardena 3, room No. 5. The provision of the first sentence does not apply if the Economic Operator has issued an

invoice for the net amount of remuneration in the scope covered by the 0% VAT rate. The Economic Operator shall reimburse the amount indicated in the above corrective invoice to the bank account indicated by the Contracting Authority within 21 days, counting from the day of its delivery to the Contracting Authority.

5. The Economic Operator's remuneration shall include in particular all costs of works and operations necessary to perform the subject-matter of the Agreement, including the costs of delivery, transport, staff training costs, costs of services provided under the warranty, liability under the implied warranty for defects.
6. The Contracting Authority is a VAT payer and has NIP: 675-000-22-36.
7. The Economic Operator is a VAT payer and has NIP or is not a VAT payer on the territory of the Republic of Poland.
8. The VAT due on the amount of the remuneration shall be paid by the Contracting Authority to the account of the competent Tax Office in the event that the Contracting Authority becomes liable for tax in accordance with VAT regulations.

Article 4

1. The Economic Operator shall receive remuneration upon completion of the entire subject-matter of the Agreement, confirmed by the acceptance report without reservations, and upon submission of a correctly issued invoice to the registered office of the Jagiellonian University unit referred to in Article 1(1) of the Agreement.
2. The Contracting Authority shall commence the acceptance operations after being notified in writing by the Economic Operator of its readiness for acceptance. The Economic Operator shall deliver the notification of readiness for acceptance to the person indicated in Article 1(6) of the Agreement at least 7 working days before the planned acceptance date.
3. The Parties shall consider the date of acceptance of the subject-matter of the Agreement as the date of actual completion of operations composing the subject-matter of the contract by the Economic Operator, which shall be recorded in the aforementioned acceptance report.
4. The acceptance report of the subject-matter of the Agreement shall be drawn up with the participation of authorised representatives of the Contracting Parties, after verifying the compliance of the performance of the subject-matter of the Agreement with the terms and conditions of the Agreement, the Invitation and the Contractor's tender, and the delivery of the subject-matter of the contract to the registered office of the organisational unit of the Jagiellonian University indicated in Article 1(1) of the Agreement.
5. The Contracting Authority shall carry out acceptance of the entire subject-matter of the Agreement within 2 working days from the date of receipt of the Economic Operator's written notification indicated in paragraph 2 of this Article, provided that the subject-matter of the Agreement is free from defects.
6. The report of acceptance of the subject-matter of the Agreement may be signed upon its complete delivery to the Contracting Authority and upon ascertaining the absence of visible defects.
7. Signing the report does not exclude the Contracting Authority's rights to pursue claims for improper performance of the Agreement, in particular in the event if the

- Contracting Authority reveals any defects in the subject-matter of the Agreement after the acceptance.
8. The employee of the Contracting Authority indicated in Article 1(4) of the Agreement shall be authorised to perform the acceptance of the subject-matter of the Agreement by the Contracting Authority.
 9. The time limit for payment of the invoice for the completed and accepted subject-matter of the Agreement is set to 30 days from the date of delivery to the Contracting Authority of a correctly issued invoice together with a signed report of acceptance of the subject-matter of the Agreement without any reservations.
 10. The invoice must be issued as follows:
Jagiellonian University, ul. Gołębia 24, 31-007 Kraków.
NIP: PL 675-000-22-36, REGON: 000001270
and with a note as to which Unit of the Contracting Authority the contract has been performed for.
 11. If the Economic Operator issues structured electronic invoices within the meaning of Article 6(1) of the Act of 9 November 2018 on electronic invoicing in public contracts, concessions for construction works or services and in public-private partnerships (consolidated text Journal of Laws 2018, item 1666 as amended) via the Electronic Invoicing Platform available at the address: <https://efaktura.gov.pl/>, in the "reference" field, the Economic Operator shall enter the following e-mail address:
.....
 12. The remuneration due to the Economic Operator shall be paid by transfer from the Contracting Authority's account to the bank account of the Economic Operator indicated in the invoice.
 13. The place of payment shall be the Contracting Authority's bank, and the payment shall be deemed as made at the moment of money transfer by the Contracting Authority.
 14. The Economic Operator shall indicate on the invoice the number of the settlement account, 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" - Article 96b(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).
 15. If the Economic Operator's bank settlement account is not disclosed on the "White List", the Contracting Authority will be entitled to pay the remuneration to the account indicated in the Economic Operator's invoice using the split payment mechanism or to notify the competent head of the tax office when making the first payment of the remuneration by transfer to the account indicated in that invoice.
 16. In case when the Economic Operator is registered as an active payer of tax on goods and services (VAT), the Contracting Authority may pay the remuneration using the split payment mechanism, i.e. in the manner specified in Article 108a(2) of the Act of 11 March 2004 on the value added tax (consolidated text: Journal of Laws of 2020, item 106 as amended). The provisions of the first sentence shall not apply if the subject-matter of the Agreement is an activity exempt from VAT or is covered by the 0% VAT rate.

17. The Economic Operator confirms that the bank settlement account disclosed in the invoice serves exclusively for the purposes of settlements in respect of its business activity, for which a VAT account is kept.

Article 5

1. The Economic Operator undertakes to perform the subject-matter of the Agreement without any defects (faults), however, it is obliged to verify the conformity of the markings on the subject-matter of the Agreement with the data contained in the warranty document (warrantor's statement) indicated in paragraph 2 of this Article of the Agreement, as well as the condition of seals and other securities placed on it, if such securities have been applied.
2. Together with the delivery of the entire subject-matter of the Agreement the Economic Operator shall issue to the Contracting Authority the express warranty document (warrantor's statement), the content of which shall include at least the following information: name and address of the warrantor or of its representative in the Republic of Poland, duration and territorial scope of the protection under the warranty, rights vested in the Contracting Authority in the case of a physical defect, as well as a statement that the warranty does not exclude, limit or suspend the rights of the Contracting Authority resulting from the provisions of the implied warranty for defects in the subject-matter of the Agreement.
3. The Economic Operator provides a 12-month warranty for the system for behavioural analysis of rodents, and a 36-month warranty for the computer set (computer and monitor), starting from the date of completion of the Agreement, i.e. from the date of acceptance of the subject-matter of the Agreement, confirmed by the unqualified acceptance report, taking into account the provisions concerning the warranty conditions resulting from the ToR. Under the express warranty, the Economic Operator shall be obliged, among others, to provide free of charge (included in the tender price) current maintenance, service and technical inspections resulting from the warranty conditions and the repair of the subject-matter of the Agreement as well as software updates during the warranty period. The Economic Operator grants a warranty for all devices, components, subassemblies, and other elements included in the subject-matter of the Agreement or services purchased from third parties by the Economic Operator. The warranty shall cover defects, material and design faults as well as failure of the delivered devices to meet the functional requirements declared by the Economic Operator. All costs related to the fulfilment of the warranty shall be covered by the Economic Operator.
4. The warranty services will be provided by the manufacturer or a service provider or a person authorised by the manufacturer at the expense of the Economic Operator at the registered office of the Contracting Authority, and if this is technically impossible, all organisational activities and costs associated with providing the warranty services outside the registered office of the Contracting Authority shall be borne by the Economic Operator.
5. In the event of defects in the performed subject-matter of the Agreement, the Economic Operator undertakes to replace it free of charge or remove the defects at the place of use of the subject-matter of the Agreement (on-site) within a period agreed by the Parties, with the response of the service within 7 working days from the date of notification by phone, fax or e-mail, while all organisational activities

and costs related to the provision of the warranty services outside the place of performance of the Agreement shall be borne by the Economic Operator.

6. The Economic Operator warrants the highest quality of the delivered subject-matter of the Agreement in accordance with the technical specification. Liability under the warranty covers both defects arising from causes inherent in the subject-matter of the Agreement at the time of acceptance by the Contracting Authority and any other physical defects, arising from reasons for which the Economic Operator is responsible, provided that these defects appear within the warranty period.
7. The warranty period shall start on the day following the acceptance of the subject-matter of the Agreement, however, in case of replacement of the defective subject-matter of the Agreement (its element or module) with a new one, or removal of a significant defect (fault), the warranty period shall start anew from the moment the repaired items (respectively the subject-matter of the Agreement, its element or module) are delivered to the Contracting Authority again.
8. The warranty period shall be automatically extended by the repair period, i.e. the time counted from the notification to the removal of a failure or defect as specified in paragraph 5 of this Article of the Agreement.
9. The Contracting Authority may exercise the rights under the implied warranty for physical defects of the goods regardless of the rights resulting from the express warranty. The rights under the warranty for physical defects shall expire after 24 months from the moment of delivery to the Contracting Authority of the entire subject-matter of the Agreement confirmed by a signed acceptance report without reservations, however, if the Contracting Authority exercises its rights under the express warranty, the period for exercising the rights under the implied warranty shall be suspended from the date of notifying Economic Operator of the defect (fault). The time limit shall run from the day the Economic Operator refuses to perform the obligations arising from the warranty or ineffective expiry of the time limit specified for the removal of the defect (fault) of the subject-matter of the Agreement.
10. Within the framework of exercising rights under the implied warranty for physical defects of an item, in particular in the case of defective installation of the subject-matter of this Agreement (Article 1(1)) by the Economic Operator, the Contracting Authority shall demand its disassembly and reassembly after its replacement with a defect-free one or removal of the defect. Should the Economic Operator fail to perform this obligation, the provisions of paragraph 12 of this Article of the Agreement shall apply accordingly.
11. In the event that the Economic Operator fails to comply with the provisions regarding liability under the warranty or fails to comply with the above rules, the Contracting Authority shall be entitled to remove the defects (faults) by way of repair, at the risk and expense of the Economic Operator, while retaining its other rights under the Agreement. In such cases the Contracting Authority shall be entitled to engage another entity to remedy the defects (faults), and the Economic Operator shall cover the related costs within 14 days from the date of receipt of the notice together with proof of payment.
12. The Contracting Authority undertakes to comply with the basic operating conditions specified by the manufacturer in the provisions of the warrantor's statement contained in the warranty documents or operating instructions provided by the

Economic Operator, to the extent that it does not contradict the provisions of this Article of the Agreement.

Article 6

1. In addition to the cases set out in the Civil Code, the Parties have the right to withdraw from this Agreement, in the circumstances set out in paragraph 2.
2. The Contracting Authority may withdraw from the Agreement not earlier than within 7 days from the date of becoming aware of the occurrence of one of the following circumstances and not later than by the date of expiry of the express (implied) warranty period for the subject-matter of the Agreement, that is when:
 - 2.1.the Economic Operator as a result of its insolvency does not perform its monetary obligations for at least 3 months,
 - 2.2.actions aiming at the liquidation of the Economic Operator have been taken, the Economic Operator is dissolved without being liquidated, or the Economic Operator is deleted as an entrepreneur from the CEIDG;
 - 2.3.the Economic Operator's assets are seized;
 - 2.4.the information is obtained about of the loss of financial liquidity by the Economic Operator, in particular as a result of the seizure by a court enforcement officer or other authorities of the total value exceeding PLN 200,000.00 (in words: two hundred thousand Zloty ^{00/100});
 - 2.5.the Economic Operator delivers apparatus that does not comply with the content of the Agreement or exceeds the deadline for the execution of the Agreement by 7 days, and within the additional time determined by the Contracting Authority, not longer than 7 days, does not execute the Agreement in accordance with its provisions.
3. Besides, in the event of a material change of circumstances which causes that the performance of the Agreement is no longer in the public interest, and which could not have been foreseen at the time of concluding the Agreement, the Contracting Authority may withdraw from the Agreement within a period of 30 days from the date on which it became aware of these circumstances.
4. The Economic Operator shall not be entitled to compensation for the Contracting Authority's withdrawal from the Agreement due to circumstances attributable to the Economic Operator or in the event of withdrawal from the Agreement based on paragraph 2 of this Article of the Agreement.
5. Withdrawal from the Agreement should be made in writing under pain of invalidity.
6. Withdrawal from the Agreement shall not affect the effectiveness of claims for payment of contractual penalties.
7. In the event that the grounds for withdrawal from the Agreement arise, the Contracting Authority shall be entitled to withdraw in whole or in part. The Contracting Authority shall be entitled to use the part of the Agreement that has not been affected by the withdrawal. In such a situation, the Economic Operator shall be entitled to remuneration for the part of the Agreement that has not been affected by the withdrawal.

Article 7

1. The Parties reserve the right to claim contractual penalties for failure to comply with this Agreement or for improper performance of contractual obligations.
2. The Economic Operator shall, except when the calculation of contractual penalties is based on its behaviour not directly or indirectly related to the subject-matter of the

Agreement or its proper performance, and subject to paragraph 4 of this Article, pay the Contracting Authority a contractual penalty in the following amount in the event of:

- 2.1 withdrawal from the Agreement as a result of circumstances beyond the control of the Contracting Authority – in the amount of 5% of the gross remuneration set in Article 3(2) of the Agreement;
- 2.2 failure to perform or improper performance of the Agreement – in the amount of 5% of the gross remuneration set out in Article 3(2) of the Agreement, where improper performance of the Agreement means its performance in contradiction with the provisions of the Agreement or Economic Operator's tender, or with the provisions of the Invitation, or not ensuring the achievement of the required parameters, functionality and ranges resulting from the Invitation,
- 2.3 delay in performance of the subject-matter of the Agreement – in the amount of 0,1% of the gross remuneration set in Article 3(2) of the Agreement for each day of delay, counting from the day following the date of completion of the subject-matter of the Agreement, defined in Article 1(6) of the Agreement, but not more than 30% of the gross remuneration set out in Article 3(2) of the Agreement,
- 2.4 delay in the removal of defects in the subject-matter of the Agreement revealed on acceptance, in the amount of 0.1% of the gross remuneration set out in Article 3(2) of the Agreement for each day of delay, counting from the day following the deadline specified by the Contracting Authority to remove the defects, but not more than 30% of the gross remuneration set out in Article 3(2) of the Agreement,
- 2.5 delay in the removal of defects found during the period of express or implied warranty – in the amount of 0.1% of the gross remuneration set out in Article 3(2) of the Agreement for each day of delay counted from the day following the deadline established in accordance with Article 5(5) of the Agreement or in the written statement of the Parties, but not more than 30% of the gross remuneration set out in Article 3(2) of the Agreement,
- 2.6 failure to timely deliver the correction of the invoice referred to in Article 3(4) of the Agreement – in the amount constituting the equivalent of the VAT due on the delivery of the computer equipment subject to a 0% VAT rate,
- 2.7 failure to conduct the training indicated in Article 1(1) of the Agreement in the amount of PLN 1,000.00 (in words: one thousand Zloty).
3. The Contracting Authority shall pay the Economic Operator a contractual penalty in case of withdrawal from this Agreement by the Economic Operator for reasons attributable solely to the Contracting Authority in the amount of 5% of the gross remuneration set in Article 3(2) of the Agreement.
4. The Parties may claim, on general principles, compensation in excess of the amount of reserved contractual penalties, with the contractual penalties specified in paragraphs 2 and 3 being of a nature of an advance payment on account of the supplementary compensation claimed by a given Party to the Agreement.
5. The claim for payment of contractual penalties shall become due starting from the day following the day on which the actual circumstances specified in this Agreement, constituting the basis for their calculation, took place.
6. The Contracting Authority shall be entitled to deduct potential contractual penalties from the debt due and owing to the Economic Operator, including from the amount of the remuneration specified in the invoice, to which the Economic Operator agrees.

7. Payment of contractual penalties does not release the Economic Operator from the obligation to perform the Agreement.

Article 8

1. The Parties allow for the possibility of amending the Agreement after drawing up a necessity report, while maintaining the lump-sum nature of the contractual price, by signing an amendment to the Agreement, in particular in the following cases:
 - 1.1 change of the deadline for completion of the subject-matter of the Agreement, by its shortening if the Parties so agree, or by its extending due to reasons attributable to the Contracting Authority, in particular the 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 Article 9,
 - 1.2 improvement of quality or other parameters characteristic of the subject-matter of the Agreement or change of technology to an equivalent or better one, increase in performance and safety – in a situation of withdrawal from the market by the manufacturer, suspension or termination of production of the subject-matter of the Agreement offered by the Economic Operator or its elements,
 - 1.3 updating the solutions due to technological progress or changes in the regulations in force.
2. 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 Agreement, when the bank account number of one of the Parties is changed, by providing a written statement of the Party affected by such changes to the other Party.

Article 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, epidemic endangering human life or health, fire or a major change in the socio-economic situation.
2. If, as a result of force majeure circumstances, a Party is prevented from performing its contractual obligations in whole or in part, it shall immediately inform the other Party thereof. In such a case, the Parties shall agree on the manner and rules of further performance of the Agreement, shall temporarily suspend its execution or the Agreement shall be terminated.
3. The time limits specified in this Agreement shall be suspended for the duration of the obstacle caused by force majeure.

Article 10

1. All declarations of the Parties resulting in a modification or expiry of the Agreement shall be made in writing under pain of invalidity, and sent by registered letter or with confirmation of their submission.
2. Possible invalidity of one or more provisions of this Agreement shall not affect the validity of the Agreement as a whole. In such a case the Parties shall replace the invalid provision with a provision consistent with the purpose and other provisions of the Agreement.

Article 11

1. The Economic Operator shall not be entitled to assign the receivables arising from this Agreement to third parties without the prior written consent of the Contracting Authority – under pain of invalidity.
2. The Parties undertake to notify each other by registered mail of each change in the address of their registered office, failing which the correspondence sent to the previously known address shall be deemed successfully delivered.

Article 12

1. The provisions of Polish law shall apply in matters not regulated by this Agreement, in particular: provisions of the Act of 20 July 2018 – Law on Higher Education and Science (consolidated text Journal of Laws 2021 item 478 as amended), the Act of 02 March 2020 on special solutions related to the prevention, counteracting and combating COVID-19, other infectious diseases and crisis situations caused by them (consolidated text Journal of Laws 2020, item 1842 as amended) and the Act of 23 April 1964 – the Civil Code (consolidated text Journal of Laws 2020, item 1740 as amended).
2. Any amendments or supplements to this Agreement may be made with the consent of the Parties in writing under pain of invalidity.
3. In the event of a dispute between the Parties arising out of or in connection with the Agreement, the Parties agree to attempt to resolve it through mediation conducted by Permanent Mediators of the Court of Arbitration at the General Prosecutor's Office of the Republic of Poland¹, in accordance with the Rules of that Court, and only if no settlement is reached before a Permanent Mediator of the Court of Arbitration at the General Prosecutor's Office of the Republic of Poland, will the dispute be submitted for settlement to a common court with jurisdiction over the registered office of the Contracting Authority.
4. The Agreement has been drawn up in two (2) identical copies, one (1) copy for each of the Parties, whereas if the Agreement is concluded in electronic form by means of a qualified electronic signature, the resulting electronic document shall constitute an attestation that the Parties have unanimously submitted declarations of will contained therein.

Contracting Authority :

Economic Operator :

.....

.....

¹ Court of Arbitration at the General Prosecutor's Office of the Republic of Poland – website address <https://sp.prokuratoria.gov.pl/>.

Invitation to tender for the delivery, bringing in, installation and commissioning of a system for behavioural analysis of rodents with software for video-tracking, together with user training for 5 (five) persons, amounting to 8 (eight) hours, for the needs of the Faculty of Biochemistry, Biophysics and Biotechnology, Jagiellonian University, ul. Gronostajowa 7, 30-387 Kraków

Ref. No.: 80.272.130.2021

Appendix 1 to Agreement No. 80.272.130.2021

.....
stamp of the unit of the Jagiellonian University

Goods acceptance report

On in relation to the Agreement No. of
.....

the following items HAVE / HAVE NOT BEEN ACCEPTED*:

Supplier's details

No.	Specification of the delivered equipment						Acceptance date
	Name	Quantity	Manufacturer	Model/type	Serial number	Manufacture date	

According to the Agreement the acceptance should take place by

The equipment was / was not * accepted on time

WITHOUT COMMENTS AND RESERVATIONS / COMMENTS AND RESERVATIONS*

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

Re invoice No. of

Value of goods/services

.....
.....
signature of a person accepting goods/services

Invitation to tender for the delivery, bringing in, installation and commissioning of a system for behavioural analysis of rodents with software for video-tracking, together with user training for 5 (five) persons, amounting to 8 (eight) hours, for the needs of the Faculty of Biochemistry, Biophysics and Biotechnology, Jagiellonian University, ul. Gronostajowa 7, 30-387 Kraków

Ref. No.: 80.272.130.2021

on behalf of the Contracting Authority

on behalf of the Economic Operator

Contact telephone number:

E-mail address:

**Delete as appropriate*