

<p><b>JAGIELLONIAN UNIVERSITY</b> <b>PUBLIC PROCUREMENT OFFICE</b> ul. Straszewskiego 25/3 &amp; 4, 31-113 Krakow phone +4812-663-39-03, fax +4812-663-39-14; e-mail: <a href="mailto:bzp@uj.edu.pl">bzp@uj.edu.pl</a> <a href="http://www.uj.edu.pl">www.uj.edu.pl</a> <a href="http://www.przetargi.uj.edu.pl">www.przetargi.uj.edu.pl</a></p>	
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Krakow, dated 23rd of May 2022.

**Invitation to tender hereinafter referred to as "Invitation" or "I"**

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

1. Jagiellonian University, ul. Gołębia 24, 31-007 Krakow.
2. Unit managing the case:
  - 2.1 Public Procurement Office at Jagiellonian University, ul. Straszewskiego 25/3 & 4, 31-113 Krakow
    - 2.1.1 phone +4812-663-39-03
    - 2.1.2 e-mail: [bzp@uj.edu.pl](mailto:bzp@uj.edu.pl)
    - 2.1.3 website: [www.uj.edu.pl](http://www.uj.edu.pl)
    - 2.1.4 information and notices are published at [www.przetargi.uj.edu.pl](http://www.przetargi.uj.edu.pl)

**2) Contract award procedure.**

1. The procedure for the award of a contract in the area of science is conducted by means of a procedure of invitation to tender based on Article 11.5.1 of the Act of 11 September 2019 - Public Procurement Law (i.e. Journal of Laws 2021 item 1129, as amended) and the Act of 23 April 1964 - Civil Code (i.e. Journal of Laws 2020 item 1740, as amended).
2. The actions taken in the procurement procedure by the procuring entity, hereinafter referred to as the "Client" and the interested entity, hereinafter referred to as the "Contractor", shall be governed by the provisions set forth in this Invitation.

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

1. The subject matter of the order is the delivery of optical (fibre optic) oxygen analyzer for optical oxygen consumption and temperature measurements for the Institute of Zoology and Biomedical Research, Jagiellonian University, Gronostajowa 9, 30-387 Krakow
2. Detailed description of the subject matter of the contract:  
Optical (fiber optic) oxygen analyzer for optical oxygen consumption and temperature measurements

Specification:

- 4 optical ports for fiber optic cables and sensors with ST connectors; each port can be configured for oxygen or temperature measurements independently
- compatible with a wide range of optical oxygen and temperature sensors, particularly mini-sensors and sensor spots
- optimal measuring range: 0-50% O<sub>2</sub> (in gaseous state), 0-22 mg/L (O<sub>2</sub> dissolved in water)
- minimum detection limit: 0.02% O<sub>2</sub> (gas), 0.01 mg/L (dissolved oxygen)

- maximum measurement rate up to 10-20 measurements/second
  - one temperature measurement port using an external temperature sensor with LEMO connector
  - temperature range 0-50°C
  - integrated pressure and relative humidity sensors
  - includes USB cable, dedicated software, calibration capsules and a carrying case
- Minimum 24 months warranty.

General Requirements:

1. The price must include delivery and all costs necessary to complete the order.
2. The subject of the contract must be properly secured against any damage during transport and insured. The Contractor shall be responsible for any damage in transit.
3. Designation of the subject matter of the contract according to the code of the Common Procurement Vocabulary: *CPV: 33260000-0 - Inspection and testing apparatus.*

**4) Order completion date**

1. The contract must be completed within 14 days from the date of contract award, i.e. conclusion of the contract.

**5) Information on the way of communication between the Client and contractors and providing statements and documents, as well as indication of persons authorized to communicate with contractors.**

1. Written or electronic communication is acceptable.
2. It is recommended that you communicate electronically at the email address [anna.onderka@uj.edu.pl](mailto:anna.onderka@uj.edu.pl)
3. If the Client or the Contractor sends any documents or information electronically, each of the parties shall promptly confirm receipt if requested to do so by the other party.
4. Before submitting their bids, Contractors may send the Client their comments on the content of this Invitation. In justified cases, taking into consideration the comments received, the Client may change the content of this Invitation and extend the deadline for the submission of bids accordingly.
5. To communicate with Contractors, the following person is authorized in the formal and substantive scope - Anna Onderka, MA, e-mail: [anna.onderka@uj.edu.pl](mailto:anna.onderka@uj.edu.pl)

**6) Description of the manner of preparing tenders.**

1. Each Contractor may submit only one bid, covering the entire subject matter of the contract and calculate the price for the entire subject matter of the contract. The contractor must include a price calculation with the bid.
2. The Contractor must enclose with the offer a technical and/or functional description or catalog(s)/prospectus(es) of the manufacturer(s) allowing for the evaluation of compliance of the offered item and its parameters with the requirements of the Invitation contained in item 3)2. The Client allows descriptions to be attached in English.
3. The bid, including the appendices forming an integral part thereof, should be prepared by the Contractor in accordance with the provisions of this Invitation, i.e. according to the content of the offer form and its appendices included in this Invitation.
4. The offer must 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 bid form and its appendices (statements) be signed by a person (persons) authorized to make declarations of will on behalf of the Contractor, together with their name and company data (e.g. stamp).
  6. Any corrections or changes to the text of the bid must be signed by the person(s) signing the bid and dated.
  7. The Contractor is required to submit a power of attorney if the Bid is signed by a proxy.
  8. The Contractor may stipulate, until the date of receiving the order at the latest, that information related to the order being a company secret as defined in art. 11 of the act of 16 April 1993 on counteracting unfair competition (i.e. Journal of Laws 2020, item 1913, as amended) cannot be published.
  9. All costs related to the preparation and submission of the tender shall be borne by the contractor.
  10. By submitting a bid, the Contractor declares that he will carry out the subject matter of the contract in accordance with all of the Client's requirements described in this Invitation and its appendices.
- 7) Place and manner, as well as date of submission and opening of bids.**
1. Bids shall be submitted to the Jagiellonian University Public Procurement Department, located at ul. Straszewskiego 25/3 & 4, 31-113 Krakow by the deadline of **1 st of June 2022** until 09:00, in writing or in electronic form via e-mail to the following address [anna.onderka@uj.edu.pl](mailto:anna.onderka@uj.edu.pl) with marking allowing the Contractor's identification and indicating the subject matter and number of the proceedings by designation: "*Bid for delivery of optical (fibre optic) oxygen analyzer for optical measurements of oxygen consumption and temperature for the Institute of Zoology and Biomedical Research, Jagiellonian University, Gronostajowa 9, 30-387 Krakow case No. 80.272.246.2022*".
  2. Announcement of information regarding the submitted bids and the prices offered and other important elements of the submitted bids is public and shall take place **1 st of June 2022** at 10:00 a.m. in the Public Procurement Department of the Jagiellonian University, at ul. Straszewskiego 25/3 & 4, 31-113 Krakow.
- 8) Description of the method of calculating the price.**
1. The lump-sum bid price should be quoted in Polish zlotys (PLN) and calculated based on an individual calculation made by the Contractor; delivery costs 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 Client, discounts etc. which the Contractor intends to grant. Delivery location: Institute of Zoology and Biomedical Research, JU, Gronostajowa 9, 30-387 Krakow,
  2. The total flat-rate gross price calculated on the basis of an individual calculation made by the Contractor must be equivalent to the price stated by the Contractor in the tender form.
  3. In case when the seat of the Contractor is located outside Poland, for the purpose of evaluation and comparison of bids, the Client shall add the appropriate VAT to the presented price.
  4. The price shall not be subject to indexation; the calculated price shall be a lump sum price for the entire subject matter of the contract.
  5. No prepayment or advance payment shall be made for the performance of the subject matter of the contract, and payment shall be made in accordance with the provisions of the Contract.

**9) Description of actions and criteria that the Client shall be guided by when selecting the most advantageous tender.**

1. The Client shall select the most advantageous offer from among the valid bids submitted in the proceeding, based on the bid evaluation criteria specified in the Invitation.
2. The tender evaluation criteria and their significance:
3. **Gross price for the entire order - 100%.**
  - 3.1 Points awarded for the "Flat-rate price for the entire contract" criterion shall be calculated using the following formula:  
$$C = (C_{naj} : C_o) \times 10$$
where:  
C – number of points awarded to a given tender,  
C<sub>naj</sub> – the lowest price from valid tenders,  
C<sub>o</sub> – price stated by the Contractor for whom the score is calculated,  
The maximum number of points available to a Contractor for this criterion is 10.
  - 3.2 All calculations shall be expressed as a figure taken to two decimal places.
  - 3.3 The Contractor's bid that gets the highest total score shall be considered as the most advantageous.
  - 3.4 If bids of the same price are submitted, the Client shall call upon the contractors who submitted such bids to submit additional bids within the time limit specified by the Client.
4. When examining and evaluating bids, the Client may demand explanations from Contractors regarding the contents of submitted bids, observing the principles of transparency and fair treatment of Contractors.
5. The Client shall correct obvious typing errors and obvious calculation errors in the text of the bid, taking into account the calculation results of the corrections made, as well as other errors resulting from the bid's noncompliance with the requirements of the Invitation which do not cause any significant changes to the contents of the bid and shall forthwith inform the Contractor whose bid has been corrected.
6. The Client may reject a tender, especially if it was submitted after the deadline for submission of tenders or if it is non-compliant with the requirements of the invitation to tender, or if there are other justified circumstances that make it inconsistent with applicable regulations.
7. The Client will reject bids submitted by:
  - a) A Contractor who is a natural person who has been validly convicted of the following crimes:
    - participation in an organized criminal group or in an association whose purpose is to commit a crime or a fiscal crime, as referred to in Article 258 of the Penal Code,
    - trafficking in persons, as referred to in Article 189a of the Penal Code,
    - as referred to in Art. 228-230a, Art. 250a of the Penal Code or in Art. 46 or Art. 48 of the Sports Act of 25 June 2010,
    - financing a terrorist offence, as referred to in Art. 165a of the Penal Code, or a crime of preventing or hindering the establishment of the criminal origin of money or the concealment of its origin, as referred to in Art. 299 of the Penal Code,
    - terrorist offence, as referred to in Article 115 § 20 of the Penal Code, or aimed at committing such a crime,

- entrusting work to an underage foreigner, as referred to in Article 9(2) of the Act of 15 June 2012 on the results of unlawfully employing foreigners residing in the territory of the Republic of Poland (Journal of Laws, item 769),
  - offence against economic turnover, as referred to in Art. 296-307 of the Penal Code, fraud, as referred to in Art. 286 of the Penal Code, an offence against the credibility of documents, as referred to in Art. 270-277d of the Penal Code, or a fiscal offence,
  - as referred to in Article 9(1) and (3) or Article 10 of the Act of 15 June 2012 on the results of unlawfully employing foreigners residing on the territory of the Republic of Poland, or a corresponding prohibited act as defined in foreign laws;
- b) A Contractor, if the incumbent member of its management or supervisory body, partner in a general partnership or partnership or general partner in a limited partnership or limited joint-stock partnership, or proxy has been validly convicted of a crime referred to above (letter a);
- c) A Contractor, against whom a final court judgement or a final administrative decision was issued regarding overdue payment of taxes, fees or contributions for social or health insurance, unless the Contractor paid the due taxes, fees or contributions for social or health insurance before the deadline for submission of tenders, together with interest or fines or made a binding agreement on payment of such receivables;
- d) A Contractor who has been validly prohibited from competing for a public contract;
- e) A Contractor, if the Client can establish, based on reliable grounds, that the Contractor concluded an agreement with other contractors aimed at distorting competition, in particular if the contractors belonging to the same group within the meaning of the Act of 16 February 2007 on competition and consumer protection submitted separate tenders, partial bids or requests to participate, unless they prove that they prepared those tenders or requests independently;
- f) A Contractor, if, in the cases referred to in art. 85 item 1 of the Act, there has been a distortion of competition resulting from previous involvement of that Contractor or an entity which belongs to the same capital group with the Contractor within the meaning of the Act of 16 February 2007 on competition and consumer protection, unless the distortion of competition caused thereby can be eliminated in a way other than by excluding the Contractor from participation in contract award procedures.
- g) A Contractor who is subject to the premises described in Art. 7 item 1 of the Act of April 13, 2022 on special solutions in counteracting supporting aggression against Ukraine and serving the protection of national security (Journal of Laws of 2022, item 835).
8. The Client shall cancel the contract award procedure, in particular, if no offer is submitted or all submitted offers are rejected, or the price of the best offer exceeds the amount that the contracting authority may allocate to finance the contract, or if there are other justified circumstances resulting in the invalidity of a contract in the field of science.
9. The Client shall simultaneously notify all Contractors who submitted bids about the outcome of the procedure, providing factual justification.

**10) Information on formalities that should be completed after selecting the bid for concluding a public contract.**

1. Before signing the contract, the Contractor shall submit:



- 1.1 an updated extract from the appropriate register or from the central register and information on business activity, if separate regulations require entry in the register or record, if it was not submitted together with the bid;
- 1.2 a copy of the agreement(s) establishing the grounds and rules of applying jointly for the award of a contract in the field of science - in case of submitting a bid by entities jointly applying for the award of a contract in the field of science (i.e. consortium);
2. The selected Contractor shall be obliged to conclude a contract at the date and place designated by the Contracting Authority.

**11) Tender validity period.**

The bid validity period is 30 days, i.e. from 1 st of June 2022.

**12) Information on processing of personal data**

Pursuant to Article 13 and 14 of the 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 (General Data Protection Regulation, hereinafter referred to as the "General Regulation"), the Jagiellonian University hereby announces that:

1. **The controller** of your personal data is Jagiellonian University, ul. Gołębia 24, 31-007 Krakow, represented by the Rector of the JU.
2. **The Jagiellonian University appointed a Data Protection Officer**, ul. Czapskich 4, 31-110 Krakow, room 27. The Officer can be contacted via [e-mail: iod@uj.edu.pl](mailto:iod@uj.edu.pl) or by calling +48 12 663 12 25.
3. Your personal data shall be processed **on the basis of art. 6 item 1 point c of the General Regulation for the purpose related to this public procurement procedure.**
4. Providing your personal data is a statutory requirement specified in the provisions of the act of 11 January 2019 Public Procurement Law (i.e. Journal of Laws of 2019, item 2019, as amended, further referred to as "PPL") in connection with your participation in the public procurement procedure.
5. The consequences of failing to provide personal data stem from the PPL.
6. The recipients of your personal data will include persons or entities to whom the documentation of the procurement procedure will be made available pursuant to Article 8 and Article 96, section 3 of the PPL.
7. Your personal data will be stored pursuant to Article 97, section 1 of the PPL and for the period of: at least 4 years after the end of the public procurement procedure or until expiration of the time limit for being able to control the project which is cofinanced or financed with European Union funds or its sustainability of the project or other agreements or commitments stemming from implemented projects.
8. **You are entitled to:** access, rectify or limit processing of your personal data – in cases and under conditions specified in the General Regulation.
9. **You are not entitled to:** erase your personal data, transfer your personal data or object against processing of your personal data as the legal basis for processing of your personal data is Article 6(1)(c) of the General Regulation.
10. You have the right to file **a complaint to the President of the Office for Personal Data Protection**, if you decide that the processing of personal data relating to you violates the provisions of the General Regulation.

11. **Exercising your** right to rectify or complete your personal data, as specified in Article 16 of the General Regulation, cannot result in change of the outcome of the public procurement procedure or change in provisions of the contract in the scope which would be inconsistent with the PPL, and it cannot violate the integrity of the public procurement procedure report and its appendices.
  12. When fulfilment of the obligations specified in Article 15 paragraphs 1-3 of the General Regulation, in order to exercise your rights specified in the above points 8 and 10, and to obtain a copy of data undergoing processing, would involve a disproportionate effort, **the Contracting Authority may request you to** indicate additional information to clarify the request, in particular to provide the name or date of the initiated or closed public procurement procedure.
  13. **Your request to** restrict the processing of data, specified in Article 18(1) of the General Regulation, does not limit the processing of personal data until completion of the public procurement procedure.
- 13)** Agreement template - Appendix No. 2 to the Invitation - contains terms and conditions and contractual requirements regarding the delivery of the subject matter of the contract.

**Appendix No. 1 to the Invitation**

**TENDER FORM**

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CONTRACTING AUTHORITY – **Jagiellonian University**  
**ul. Gołębia 24, 31 – 007 Krakow;**  
Unit managing the case – **Public Procurement Office at the JU**  
**ul. Straszewskiego 25/3 & 4, 31-113 Krakow**

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Contractor's name (Company) –  
.....,

Registered address –  
.....,

Correspondence address –  
.....,

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

E-mail: .....

NIP [TAX IDENTIFICATION NUMBER] - .....; REGON  
[NATIONAL BUSINESS REGISTRY NUMBER] - .....

Responding to the invitation to tender for the selection of a contractor for the supply of optical (fibre optic) oxygen analyser for optical measurements of oxygen consumption and temperature for the Institute of Zoology and Biomedical Research, Jagiellonian University, Gronostajowa 9, 30-387 Krakow no. 80.272.246.2022, we submit the following offer:

- 1) we offer to perform **the entire subject matter of the contract** for the total net amount of .....PLN \*, plus the due VAT in the amount of .....%\*, which makes the gross amount of.....PLN (in words: ..... PLN),
- 2) we offer a contract completion date in accordance with the provisions of the Terms of Reference, i.e. up to 14 days.
- 3) we offer the payment term of 30 days, starting from the date of invoice delivery, in accordance with the requirements specified in the ToR,
- 4) we hereby declare that we have read the contents of the Invitation to Tender, in particular the template contract contained therein and the description of the subject matter of the contract with annexes, and we consider ourselves bound by the requirements and rules of conduct set out therein,
- 5) we hereby declare that we consider ourselves bound by this tender for the period specified in the ToR, i.e. 30 days from the date of its opening,
- 6) we declare that we offer the subject matter of the contract compliant with the terms and conditions specified by the Client in the Invitation,
- 7) we offer a warranty as per the Invitation.



- 8) we hereby declare that we have fulfilled disclosure requirements, provided for in Article 13 or 14 of the 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, towards natural persons from whom we obtained, directly or indirectly, personal data for the purpose of applying for a public contract in this procedure.
- 9) we declare that we are not subject to exclusion on the basis of Article 7.1 of the Act of 13 April 2022 on special solutions to prevent the support of aggression against Ukraine and to protect national security (Journal of Laws of 2022, item 835), i.e.:
- we are not a contractor listed in the lists set out in Regulation 765/2006 and Regulation 269/2014 or listed on the basis of a decision on inclusion in the list determining the application of the measure referred to in Article 1(3) of the cited Act;
  - we are not a contractor whose beneficial owner within the meaning of the Anti-Money Laundering and Countering the Financing of Terrorism Act of 1 March 2018 (Journal of Laws of 2022, items 593 and 655) is a person listed in the lists set out in Regulation 765/2006 and Regulation 269/2014 or listed or being such a beneficial owner as of 24 February 2022, provided that they have been listed on the basis of a decision on the listing deciding on the application of the measure referred to in Article 1(3) of the cited Act;
- we are not a contractor whose parent company, within the meaning of Article 3(1)(37) of the Accountancy Act of 29 September 1994 (Journal of Laws of 2021, items 217, 2105 and 2106), is an entity listed in the lists set out in Regulation 765/2006 and Regulation 269/2014 or listed or being such a parent company as of 24 February 2022, provided that it has been listed on the basis of a decision on inclusion in the list deciding on the application of the measure referred to in Article 1(3) of the cited Act;
- 10) the person authorised to contact the Contracting Authority in the scope of the submitted tender and in matters related to the possible implementation of the contract is: ..... , e-mail: ..... , tel.: ..... (*can be provided optionally*)
- 11) the tender has .....\* consecutively numbered sheets,
- 12) Appendix to the tender form:
- Appendix No. 1 - Contractor's Statement;
  - Appendix No. 2 - calculation of the offer price,
  - Other.....

**Note! The Contractor is obliged to accordingly complete or cross out the dotted lines and/or lines marked with "\*" in the template tender form and templates of appendices.**

Location.....date.....

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

Invitation to submit a tender for delivery of optical (fibre optic) oxygen analyzer for optical measurements of oxygen consumption and temperature for the Institute of Zoology and Biomedical Research, Jagiellonian University, Gronostajowa 9, 30-387 Krakow

Reference number: 80.272.246.2022

**Appendix No. 1 to the tender form**

(Contractor's company seal)

**DECLARATION**

While submitting an offer for the selection of a contractor for delivery of an optical (fibre optic) oxygen analyser for optical measurements of oxygen consumption and temperature for the Institute of Zoology and Biomedical Research, Jagiellonian University, Gronostajowa 9, 30-387 Krakow No. 80.272.246.2022, i declare that there are no prerequisites described in item 9)7 the "Invitation to tender" resulting in rejection of the offer.

City ..... on .....

.....  
(stamp and signature of the person  
authorized to  
make declarations of will on behalf of the Contractor)

**Appendix No. 2 to the tender form**

*(Contractor's company seal)*

**CALCULATION OF THE TENDER PRICE**

Subject matter of the Contract	Model/Manufacturer	Number of pieces	Net value	Gross value
Optical Fiber Oxygen Analyzer		1		
<b>Total net/gross price</b>				

Place ..... date .....

.....  
(stamp and signature of the person  
authorized to  
make declarations of will on behalf of the Contractor)



## Appendix No. 2 to the Invitation

### PROJECT PROVISIONS OF THE CONTRACT 80.272.246.2022

concluded in Krakow on ..... 2022 by and between:

The Jagiellonian University with its registered office at ul. Gołębia 24, 31-007 Krakow, NIP 675-000-22-36, hereinafter referred to as the "Client", represented by:

1. .... – ..... JU, with financial countersignature of the Bursar of the JU, and ....., entered in the National Court Register kept by the Court ....., under the entry number: ....., NIP: ....., REGON: ....., hereinafter referred to as "Contractor", represented by:

1. ....

*As a result of conducting proceedings by way of an invitation to tender procedure based on Article 11.5.1 of the Public Procurement Law dated 11 September 2019 (i.e. Journal of Laws 2021, item 1129, as amended) and the Civil Code of 23 April 1964 (i.e. Journal of Laws 2020, item 1740, as amended), the following Agreement has been concluded:*

#### § 1

1. The Client entrusts, and the Contractor accepts, the delivery of optical (fiber optic) oxygen analyzer for optical measurements of oxygen consumption and temperature for the Institute of Zoology and Biomedical Research, Jagiellonian University in Krakow (30-387) at ul Gronostajowa 9.
2. A detailed description of the subject matter of the contract can be found in Section 3) of the Invitation and in the Contractor's bid dated ..... 2022.
3. As part of the performance of the subject matter of the contract, the Contractor shall be in particular obliged to deliver the subject matter of the order to the address indicated in section 1.
4. The person responsible for acceptance and supervision of the equipment on behalf of the Client is Mr./Ms. ..., phone ..., e-mail: ... or another person from the above mentioned organizational unit of the Jagiellonian University, indicated by the Client, while on behalf of the Contractor - Mr./Ms. ... , phone ..., e-mail: ...
5. The Contractor undertakes to complete the order within 14 days, counting from awarding the contract, i.e. conclusion of the contract.
6. The Client commissions and the Contractor undertakes to perform all activities necessary to complete the subject matter of the Contract specified in item 1.
7. Documentation of the procedure, and in particular the Invitation to submit a tender with appendices (hereinafter referred to as the "Invitation") and the Contractor's bid constitute an integral part of this Contract.

8. The Contractor shall bear full material and legal liability for damage caused to the Client, as well as third parties, by activities resulting from the performance of this Contract.
9. Subcontracting a part of the Contract does not change the Contractor's obligations to the Client for the performance of that part of the Contract.
10. The Contractor shall be responsible for the acts, failures and negligence of subcontractors and their employees to the same extent as if they were its own acts, failures or negligence.

## § 2

1. The Contractor declares that it has adequate knowledge, experience and facilities to perform the subject matter of the Contract.
2. The Contractor declares that the subject matter of the Contract shall be performed with high quality of materials and workmanship, and shall meet the agreed deadlines with due diligence, taking into account the professional nature of its business.
3. Within the scope of this contract and the Contractor's remuneration resulting from it, as specified in § 3 item 2 of the contract, the Contractor grants the Client an irrevocable, time- and territory-limited, non-exclusive license, together with the right to grant sub-licenses, to use the software supplied in the course of realization of the subject matter of the contract, in the areas of exploitation specified in article 74 items 2 and 3 of the Copyright and Related Rights Act of 4 February 1994 (i.e. Journal of Laws 2021, item 1062, as amended), i.e. in the following areas of exploitation:
  - 3.1 making a backup copy if necessary to use the computer software. Unless otherwise specified in the agreement, this copy may not be used concurrently with the computer software;
  - 3.2 observing, studying and testing the functioning of computer software in order to understand its ideas and principles by a person having a right to use a copy of the computer software if, being authorized to do so, they do so in the course of introducing, displaying, using, transmitting or storing said computer software;
  - 3.3 reproduction of code or translation of its form, within the meaning of Article 74(4)(1) and (2) of the cited Act, if this is necessary to obtain information necessary to achieve interoperability of an independently created computer program with other computer programs, provided that the following conditions are met:
    - 3.3.1 these actions are performed by the Client or other person authorized to use a copy of the computer software or by other person acting on their behalf,
    - 3.3.2 the information necessary to achieve interoperability was not previously readily available to the persons referred to in item 3.3.1 above,
    - 3.3.3 these activities relate to those parts of the original computer software that are necessary to achieve interoperability.
4. The Contractor grants a non-exclusive license, i.e. the right to use the software within the scope indicated in item 3, at the moment of signing the acceptance protocol indicated in § 2 of the contract, without reservations, and upon payment of the remuneration referred to in § 3 item 2 of the contract, without the necessity for the Parties to make an additional declaration of will.
5. During the acceptance process the Contractor is obliged to provide the Client with software copies that are owned by the Client on the date of granting said license, in

installation versions, or indicate the website address, which said software can be downloaded from.

### § 3

1. The amount of remuneration due to the Contractor for the performance of the subject matter of the contract has been established on the basis of the Contractor's bid.
2. The lump sum remuneration for the subject matter of the agreement is established as the net amount: ..... PLN (in words: ..... PLN<sup>00/100</sup>), which, after adding the due VAT rate of ....., makes the gross amount: ..... PLN (in words: ..... zlotys<sup>00/100</sup>).
3. The Contractor's remuneration includes, in particular, all costs of works and activities necessary to perform the subject matter of the contract, including the costs of delivery, transport, costs of services provided under warranty, liability under warranty for defects.
4. The Client is a VAT taxpayer and has a NIP number 675-000-22-36.
5. The Contractor is a VAT payer and has a NIP number ..... or is not a VAT payer in the territory of the Republic of Poland.
6. In the event that the Client is obliged to pay the tax in accordance with the provisions on VAT, the VAT due on the amount of remuneration shall be paid by the Client to the account of the appropriate Tax Office.

### § 4

1. The Contractor shall receive remuneration upon completion of the entire subject matter of the Contract, as confirmed by a no claims acceptance protocol, and upon submission of a correctly issued invoice to the registered office of the JU unit referred to in § 1 item 1 of the Contract.
2. The Client shall commence the acceptance activities after being notified in writing by the Contractor regarding readiness for acceptance. The Contractor shall be obliged to deliver the document notifying readiness for acceptance to the person indicated in § 1 item 4 of the contract at least 7 (seven) working days before the scheduled date of acceptance.
3. The day of acceptance of the subject matter of the Contract shall be deemed to be the day of actual performance by the Contractor of the activities comprising the subject matter of the order, which shall be recorded in said acceptance protocol.
4. An acceptance protocol of the subject matter of the contract shall be drawn up with the participation of authorised representatives of the Parties, after verifying the compliance of the performance of the subject matter of the contract with the terms of the Contract, the Invitation and the Contractor's bid, as well as the delivery of the subject matter of the contract to the seat of the organisational unit of the Jagiellonian University indicated in § 1 item 1 of the Contract.
5. The Client shall perform the acceptance of the entire subject matter of the contract within 2 working days from the date of receiving a written notice from the Contractor specified in item 2 hereof, provided that the subject matter of the contract is free from defects.
6. The acceptance protocol of the subject matter of the contract may be signed upon its complete delivery to the Client and upon ascertaining the absence of visible defects.



7. Signing the protocol does not exclude the Client's claims for improper performance of the contract, in particular in the case of discovering defects in the subject matter of the contract by the Client after the acceptance.
8. The representatives indicated in § 1 item 4 of the contract are authorized to carry out the acceptance of the subject matter of the contract on behalf of the Client and the Contractor.
9. The deadline for payment of the invoice for the completed and accepted subject matter of the Contract is set to 30 days from the date of delivery of a correctly issued invoice to the Client, together with a signed no claims acceptance protocol of the subject matter of the Contract.
10. The invoice shall be issued as follows:  
Jagiellonian University, ul. Gołębia 24, 31-007 Krakow.  
NIP [TAX IDENTIFICATION NUMBER]: EN 675-000-22-36, REGON: 000001270  
and be marked with a note as to which of the Client's Units the contract was completed for.
11. In case of issuing structured electronic invoices within the meaning of Article 6 (1) of the Act of 9 November 2018 on electronic invoicing in public procurement, concessions for works or services and public-private partnership (i.e. Journal of Laws 2020, item 1666, as amended) via the Electronic Invoicing Platform available at <https://efaktura.gov.pl/>, the Contractor shall enter the following email address in the "reference" box: .....
12. The remuneration due to the Contractor shall be paid by transfer from the Client's bank account to the Contractor's bank account indicated in the invoice, subject to items 15 and 16 below.
13. The place of payment is the Client's Bank, and the payment takes place upon the Client's issuing a transfer order.
14. The Contractor shall be obliged to indicate on the invoice the account number that has been disclosed in the list of entities registered for VAT purposes, unregistered and deleted and reinstated in the VAT register, kept by the Head of the National Tax Administration (the so called "White list" - Article 96b item 1 of the Act of March 11, 2004 on tax on goods and services - i.e. Journal of Laws 2021, item 685, as amended).
15. If the Contractor's bank account is not disclosed on the "White List", the Client shall be entitled to pay the remuneration to the account indicated in the Contractor's invoice using the split payment mechanism or to notify the appropriate head of the tax office when making the first payment of remuneration via transfer to the account indicated in that invoice.
16. If the Contractor is registered as an active VAT payer, the Client may make payment of remuneration using the split payment mechanism, i.e. in the manner specified in art. 108a item 2 of the Act of March 11, 2004 on value added tax (i.e. Journal of Laws 2021, item 685, as amended). The provisions of the first sentence shall not apply if the subject matter of the contract constitutes an activity that is exempt from VAT or is subject to a 0% VAT rate.
17. The Contractor confirms that the bank account disclosed in the invoice is for the sole purpose of settlements for its business activity, for which the VAT account is maintained.

## § 5

1. The Contractor undertakes to perform the subject matter of the Contract without any defects and faults; however, he shall be obliged to verify the compliance of the markings on the subject matter of the Contract with the data contained in the warranty document (guarantor's statement) indicated in item 2 hereof and the condition of seals and other safeguards placed on it, if such safeguards are in place.
2. Together with the delivery of the entire subject matter of this Contract, the Contractor shall provide the Client with a warranty document (guarantor's statement), the content of which shall include at least the following information: name and address of the guarantor or its representative in the Republic of Poland, duration and territorial range of the warranty protection, the Client's rights in the event of finding a physical defect, as well as a statement that the warranty does not exclude, limit or suspend the Client's rights resulting from the provisions on warranty for defects of the subject of the Contract.
3. The Contractor shall give a 24 month warranty for the subject matter of the contract, counting from the date of contract performance, i.e. from the date of acceptance of the subject matter of the contract, as confirmed by a no claims acceptance protocol, taking into account the provisions concerning the warranty terms resulting from the Invitation. Under the warranty, the Contractor shall be obliged, among others, to perform free of charge (included in the offer price) current maintenance, service and inspections, resulting from the warranty terms and to repair the subject matter of the contract during the warranty period. The Contractor warrants all equipment, components, subassemblies, and other items included in the subject matter of the contract or services purchased by the Contractor from third parties. The warranty shall cover faults, material and structural defects, as well as failure of the supplied equipment to meet the functional requirements declared by the Contractor. All costs associated with warranty performance shall be paid by the Contractor.
4. The warranty shall be provided by the manufacturer or its authorized service or persons at the Contractor's expense at the Client's headquarters, and if this is technically impossible, all organizational activities and costs associated with providing warranty service outside the Client's headquarters shall be borne by the Contractor.
5. If any defects are found in the completed subject matter of the contract, the Contractor undertakes to replace them free of charge or remove the defects at the place of use of the subject matter of the contract within the period agreed by the Parties, whereas the service response must take place within 7 days from the moment of notification by phone, fax or e-mail, whereas all organizational activities and costs associated with providing warranty service outside the place of performance of the contract shall be incurred by the Contractor.
6. The Contractor guarantees the highest quality of the delivered subject matter of the contract in accordance with the technical specification. Liability under the warranty covers both defects resulting from causes inherent in the subject matter of the contract at the time of acceptance by the Client and any other physical defects resulting from causes attributable to the Contractor, provided that these defects become apparent within the warranty period.
7. The warranty period shall begin on the day following the acceptance of the subject matter of the contract, whereas in the case of replacing a defective subject matter of the contract (its element or module) with a new one or performing removal of a

significant defect (fault), the warranty period shall start anew from the moment of delivering repaired items (subject matter of the contract, its element or module, respectively) to the Client.

8. The warranty period shall be automatically extended by the repair period, i.e. the time counted from the notification to remove a fault or defect specified in item 5 hereof.
9. The Client may exercise its rights under the warranty for physical defects of goods regardless of the rights under the warranty. The rights under the warranty for physical defects expire after 24 months from the time of delivery of the entire subject matter of the contract to the Client, as confirmed by a signed no claims acceptance protocol, whereas if the Client exercises its rights under the warranty, the period for exercising its rights under the warranty shall be suspended as of the date of notifying the Contractor about a defect (fault). This period shall continue to run from the date of the Contractor's refusal to perform its obligations under the warranty or ineffective expiry of the time limit specified for removal of a defect (fault) in the subject matter of the contract.
10. Within the framework of exercising rights under the warranty for physical defects of the item, in particular in the case of defective installation of the subject matter of this contract (§ 1 item 1) by the Contractor, the Client shall demand its disassembly and reassembly after its replacement with a defect-free one or after removal of the defect. Should the Contractor fail to perform this obligation, the provisions of item 11 of this section hereof shall apply accordingly.
11. In the event that the Contractor fails to comply with the provisions of the warranty liability or fails to comply with the above rules, the Client shall be entitled to remove the defects (faults) by way of repair at the Contractor's risk and expense, while retaining other rights under the contract. In such cases, the Client has the right to engage another entity to remove the defects (faults) and the Contractor is obliged to cover the related costs within 14 days from the date of receiving the request with proof of payment.
12. The Client undertakes to comply with the basic operating conditions specified by the manufacturer in the content of the guarantor's statement included in the warranty documents or operating instructions provided by the Contractor, insofar as it does not contradict the provisions of this paragraph.

## **§ 6**

1. In addition to the cases listed in the Civil Code, the Parties shall have the right to withdraw from this Contract in the event of the circumstances indicated in item 2.
2. The Client may withdraw from the contract 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 end of the warranty period for the subject matter of the contract, i.e. when:
  - 2.1. As a result of its insolvency, the Contractor fails to perform its monetary obligations for a period of at least 3 months;
  - 2.2. action is taken in order to liquidate the Contractor, dissolution of the Contractor without liquidation or deletion of the Contractor as an entrepreneur from the CEIDG;
  - 2.3. seizure of the Contractor's property occurs;
  - 2.4. The Contractor delivers apparatus that does not comply with the content of the Contract or exceeds the deadline for the performance of the Contract by 7 days,

- and does not perform the Contract in accordance with its provisions within an additional period determined by the Client, not exceeding 7 days.
3. In the event of a material change of circumstances, causing that the performance of the Contract is not in the public interest due to circumstances that were unforeseeable at the time of conclusion of the Contract, the Client shall have the right to withdraw from the Contract within 30 days from the date on which it becomes aware of such circumstances.
  4. The Contractor shall not be entitled to compensation for withdrawal from the Contract by the Client due to circumstances attributable to the Contractor or in the event of withdrawal from the Contract pursuant to items 2 and 3 hereof.
  5. Withdrawal from the Agreement shall be made in writing under pain of nullity.
  6. Withdrawal from the Agreement shall not affect the effectiveness of claims for payment of contractual penalties.
  7. In the event of premises for withdrawal from the Contract, the Client shall be entitled to withdraw partially or completely. The Client shall be entitled to use the part of the Contract not affected by the withdrawal. In such a situation, the Contractor is entitled to remuneration for the part which is not affected by the withdrawal.

#### § 7

1. The Parties reserve the right to claim contractual penalties for non-compliance with this Contract or improper performance of obligations hereunder.
2. Except when the basis for the calculation of contractual penalties is his behavior not related directly or indirectly to the subject matter of the contract or its proper performance, and subject to item 4 of this paragraph, the contractor shall pay the Client a contractual penalty in the following amount in the case of:
  - 2.1.withdrawal from the Contract due to circumstances beyond the Client's control - in the amount of 5% of gross remuneration determined in § 3 item 2 of the Contract;
  - 2.2.non-performance or undue performance of the Contract - in the amount of 5% of the gross remuneration determined in § 3 item 2 of the Contract, where undue performance of the Contract means performance which is inconsistent with the content of the Contract or the Contractor's bid, or the provisions of the Invitation, or which does not ensure achievement of the required parameters, functionality and scope resulting from the Invitation.
  - 2.3.delay in performing the subject matter of the Contract - in the amount of 0.1% of gross remuneration determined in § 3 item 2 of the Contract for each day of delay counting from the day following the deadline for completing the subject matter of the Contract determined in § 1 item 5 hereof; not more than 30% of gross remuneration determined in § 3 item 2 hereof;
  - 2.4.delay in removal of defects in the subject matter of the Contract found during acceptance - in the amount of 0.1% of gross remuneration determined in § 3 item 2 hereof for each day of delay, starting from the next day after the deadline set by the Client for removal of defects, but not more than 30% of gross remuneration determined in § 3 item 2 hereof,
  - 2.5.delay in removal of defects identified during the warranty period - in the amount of 0.1% of gross remuneration determined in § 3 item 2 hereof for each day of delay counted from the next day after the deadline (day) determined in accordance

- with § 5 item 5 hereof or in a written statement of the Parties; not more than 30% of gross remuneration determined in § 3 item 2 hereof.
3. The Client shall pay the Contractor a contractual penalty in the event of withdrawal from this Contract by the Contractor for reasons attributable solely to the Client, in the amount of 5% of the gross remuneration determined in § 3 item 2 hereof.
  4. The Parties may seek damages in excess of the stipulated contractual penalties on general terms, with the contractual penalties specified in items 2 and 3 being countable towards the subject supplementary damages claimed by a given Party to the Contract.
  5. The claim for payment of contractual penalties shall become due and payable as of the day following the day on which the factual circumstances defined herein as the basis for their calculation occurred.
  6. The Client shall be entitled to deduct potential contractual penalties from the debt due to the Contractor, including from the amount of the remuneration specified in the invoice, to which the Contractor consents.
  7. Payment of contractual penalties shall not relieve the Contractor from the obligation to perform the Agreement.

#### **§ 8**

1. The parties allow for the possibility of amending the Agreement after drawing up a necessity protocol, while maintaining the lump-sum nature of the Agreement price, by signing an annex to the Agreement, in particular as regards the following cases:
  - 1.1 changing the deadline for completion of the subject matter of the Agreement, by shortening it in the case of the Parties' consent, or by extending it due to reasons attributable to the Client, in particular the lack of preparation/establishment of the place of execution/delivery, and other reasons not attributable to the Parties caused by force majeure within the meaning of § 9,
  - 1.2 improving the quality or other parameters characteristic for a given element of the subject matter of the Agreement or changing technology to equivalent or better, improvement of safety performance, in case of withdrawal from the market by the manufacturer or termination of production of the subject matter of the Agreement or its elements offered by the Contractor,
  - 1.3 updating solutions due to technological progress or changes in applicable regulations.
2. Changes not related to the contractual provisions, e.g. when for organisational reasons it is necessary to change the contact details specified in the contract, when the bank account number of one of the Parties changes, shall be made by submitting a written statement of the Party to which the changes apply, sent to the other Party.

#### **§ 9**

1. The parties understand force majeure circumstances to include external events of an extraordinary nature, which could not be foreseen or prevented, in particular such as: war, state of emergency, flood, an epidemic of a disease that threatens human life or health, a fire or a fundamental change in the socio-economic situation.
2. If, due to circumstances of force majeure, a Party is unable to perform its contractual obligations in whole or in part, it shall immediately notify the other Party. In such case, the Parties shall agree on the manner and principles of further performance of the Contract, temporarily suspend its performance or terminate the Contract.



3. The running of the time limits set forth in this Contract shall be suspended for the duration of the obstacle caused by force majeure.

#### **§ 10**

1. Any declarations by the Parties resulting in an amendment or expiration of the Contract shall be made in writing under pain of nullity, by registered mail or with proof of submission.
2. Any invalidity of one or more provisions of this Contract shall not affect the validity of the Contract as a whole. In such event, the Parties shall replace the invalid provision with one that is consistent with the purpose and other provisions of the Contract.

#### **§ 11**

1. The Contractor shall not be entitled to assign the receivables hereunder to third parties without the Client's prior written consent - under pain of nullity.
2. The Parties undertake to notify each other by registered mail each time of a change of the address of their registered office; otherwise, any correspondence sent to the current known address shall be deemed effectively delivered.

#### **§ 12**

1. In matters not governed by this Contract, the provisions of Polish law (RP) shall apply, in particular the Act of July 20, 2018 - Law on Higher Education and Science (i.e. Journal of Laws 2022, item 574, as amended), the Act of March 2, 2020 on specific solutions related to preventing, counteracting and combating COVID-19, other infectious diseases and crisis situations caused by them (i.e. Journal of Laws 2021, item 2095, as amended) and the provisions of the Act of April 23, 1964 - Civil Code (i.e. Journal of Laws 2020, item 1740, as amended).
2. Any amendments or supplements to this Contract may be made by mutual agreement of the Parties in writing under pain of nullity.
3. If a dispute arises between the parties arising out of or in connection with the contract, the parties agree to attempt to resolve it through mediation conducted by Permanent Mediators of the Arbitration Court at the Polish General Prosecutor's Office <sup>1</sup>, in accordance with the Rules of that Court, and only if no settlement is reached before the Permanent Mediator of the Arbitration Court at the Polish General Prosecutor's Office, shall the dispute be submitted for settlement to a common court with jurisdiction over the Client's registered office.
4. The Contract has been drawn up in four counterparts: two (2) in Polish and two (2) in English, one in each language version for each Party. In case of discrepancies between the language versions, the Polish version shall prevail, subject to paragraph 5 below.
5. The Parties unanimously declare that in the event of concluding this Contract in electronic form by means of a qualified electronic signature, the electronic document created in this manner constitutes a confirmation that the Parties unanimously submitted declarations of will contained therein, and the date of conclusion is the date of submission of the last (later) declaration of will regarding its conclusion by authorized representatives of each of the Parties.



Invitation to submit a tender for delivery of optical (fibre optic) oxygen analyzer for optical measurements of oxygen consumption and temperature for the Institute of Zoology and Biomedical Research, Jagiellonian University, Gronostajowa 9, 30-387 Krakow

Reference number: 80.272.246.2022

**The Contracting Authority shall:  
Contractor:**

.....

.....

Appendix No. 1 to the Agreement No. 80.272.246.2022

.....  
stamp of JU Unit

**Acceptance protocol**

On ....., in connection with Contract No. .... dated .....

**Pickup DONE/NOT DONE\*:**

Supplier details .....

No.	Specification of delivered equipment						Date of collection
	Name	Quantity	Manufacturer	Model/type	Serial No.	Date of equipment manufacture	

Pursuant to the Contract, receipt of the Equipment should take place by .....

Acceptance of the Equipment was performed within/was not performed within\*

**WITHOUT COMMENTS AND OBJECTIONS/COMMENTS AND OBJECTIONS\***

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

Refers to invoice no. .... dated .....

Value of goods/service .....

.....  
.....  
signature of the person collecting the goods/service

on behalf of the Client

On behalf of the Contractor

Contact phone: .....

E-mail address: .....

*\*Delete as appropriate*