

<p>JAGIELLONIAN UNIVERSITY PUBLIC PROCUREMENT DEPARTMENT ul. Straszewskiego 25/3 and 4, 31-113 Kraków tel. +4812-663-39-03 e-mail: bzp@uj.edu.pl ; www.uj.edu.pl https://przetargi.uj.edu.pl/</p>	
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Kraków , 25 th of May 2022

Invitation to tender hereinafter referred to as the "Invitation" or "Z"

1) Name (company) and address of the Ordering Party.

1. Jagiellonian University, ul. Gołębia 24, 31-007 Kraków.
2. Unit handling the case:
 - 1) Public Procurement Department of the Jagiellonian University, ul. Straszewskiego 25/3 and 4 , 31-113 Krakow, tel. +4812-663-10-66; e-mail: anna.onderka@uj.edu.pl.
 - 2) Place of publication of notices and information: <https://przetargi.uj.edu.pl/>.

2) Contract awarding procedure.

1. The contract awarding procedure in the field of science is conducted under the announcement of invitation to tender pursuant to Art. 11 section 5 point 1 of the Act of 19 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 Ordering entity, hereinafter referred to as "the Ordering Party" and the Entity concerned, hereinafter referred to as the "Contractor", in the contract awarding procedure shall be governed by the provisions specified in this Invitation.

3) Description of the subject of the contract and conditions for participation in the proceedings.

1. The subject of the contract is the selection of a Contractor for delivery of a device for oximetry imaging with pulse electron paramagnetic resonance technique together with user training for the Department of Biochemistry, Biophysics and Biotechnology of the Jagiellonian University in Kraków (30-387) at ul. Gronostajowa 7.
2. The description of the subject matter of the contract is specified in Appendix A to this Invitation.
3. The subject of the contract must be adequately protected against any damage during transport and insured, the remaining provisions in this respect are specified in the agreement template forming Appendix no. 2 to this Invitation.
4. Designation of the subject of the contract according to the code of the Common Procurement Vocabulary: CPV: 38500000-0 – inspection and testing apparatus.
5. Where references to proper names, types, models, symbols, etc. are provided in the Invitation or in the appendices to the Invitation, such references shall be understood to be accompanied by the term "or equivalent", whereas the criterion used to assess equivalence is the fulfilment of at least the same characteristics, technical, functional and other parameters at a level at least as described in the Invitation.

4) Contract completion date

1. The contract must be completed **within 6 months** from the date of awarding the contract, i.e. the conclusion of the agreement.
2. The ordering party shall allow for early execution of the contract.

5) Information on the manner of communication between the Ordering Party and the Contractor and submittal of statements and documents as well as specification of persons authorised to communicate with the Contractors.

1. It is permissible to communicate in writing or electronically.
2. It is recommended to communicate by e-mail to the following address: anna.onderka@uj.edu.pl
3. If the Ordering Party or the Contractor provide any documents or information by electronic means, each party shall, upon request from the other, immediately acknowledge receipt.
4. Before submitting their tenders, the Contractors can send the Ordering Party their comments on the content of this Invitation. In justified cases the Ordering Party, taking into consideration the comments, can change the content of this Invitation and extend the submittal date of tenders accordingly.
5. The following person is authorized for formal and substantial communication with the Contractors: mgr Anna Onderka, e-mail: anna.onderka@uj.edu.pl.

6) Description of the tender preparation offers.

1. Each Contractor can submit only one tender, covering the entire subject of the contract and calculate the price for the entire subject of the contract. The Contractor shall attach to his tender a price calculation which forms appendix no. 1 to the tender form.
2. The Contractor must attach to the offer a technical and/or functional specification of the equipment or another document (e.g. a catalogue card or a description) allowing the evaluation of compliance of the offered equipment with the requirements specified in the Invitation, specifying in particular the type of equipment offered.
3. A tender, including the appendices form an integral part thereof, shall be prepared by the Contractor in compliance with the provisions of this Invitation, i.e. in accordance with the contents of the tender form and its appendices included in this Invitation.
4. A tender must be signed by the person(s) authorized to represent the Contractor in accordance with the entry in the National Court Register, Central Register and Information on Economic Activity or in another relevant register and written in Polish or English, submitted in the form of a signed scan or bearing a personal, trusted or qualified electronic signature via e-mail to the address specified in the Invitation.
 - 4.1 If a tender is signed by an authorised representative, the power of attorney or another document confirming the authorisation to represent the Contractor must be attached to the tender.
5. Any corrections or amendments to the text of the tender must be signed by the person(s) authorised to represent the Contractor or a proxy and dated.
6. The Contractor can stipulate, not later than on the date of receiving the order, that information related to the order forming a trade secret under Art. 11 of the Act of 16 April 1993 on combating unfair competition (consolidated text, Journal of Laws 2020, item 1913, as amended) cannot be made available.
7. Settlements between the Contractor and the Ordering Party shall be made in Polish Zloty (PLN).
8. All costs related to the preparation and submittal of the tender shall be borne by the Contractor.
9. By submitting a tender, the Contractor declares that it will perform the subject of the agreement under all requirements of the Ordering Party specified in this Invitation and its appendices.

7) Place, manner and date of submittal and opening of tenders.

1. Tenders should be submitted **by 10th of June 2022 by 10:00 a.m.**, to the address anna.onderka@uj.edu.pl, with a designation allowing for identification of the Contractor and specifying the subject and number of the procedure by entering in the title of the e-mail "*Tender for the selection of the Contractor for the delivery of a device for oximetry imaging with electron paramagnetic resonance technology together with user training for the Department of Biochemistry, Biophysics and Biotechnology of the Jagiellonian University in Krakow (30-387) at ul. Gronostajowa 7, case no. 80.272.125.2022*".

8) Price calculation description.

1. The lump sum price of the tender should be provided in Polish zloty (PLN). The specified price should include all costs necessary for the execution of the subject of the order, in particular costs of packaging, transport, insurance during transport and warranty, user training.
2. In the case where the seat of the Contractor is located outside Poland, for the purpose of evaluation and comparison of tenders, the Ordering Party will add VAT and possible customs duties (in justified cases) to the presented price. The Contractor shall specify the customs tariff code (if applicable) in his offer.
3. The price specified in the offer shall not be subject to valorisation, and the calculated price shall be a lump sum price for the entire subject of the contract.
4. No prepayments or advances shall be paid for the performance of the subject of the contract and payment shall be made pursuant to the provisions of the agreement.

9) Description of actions and criteria to be followed by the Ordering Party when selecting the most advantageous tender.

1. The Ordering Party shall select the most advantageous tender from among the valid tenders submitted in the procedure on the basis of the tender evaluation criteria defined below:

Lump sum price for the entire subject of the contract – 100%

- 1.1 Points awarded for the criterion: "lump sum price for the entire subject of the contract" will be calculated according to the following formula:

$$C = (C_{\text{low}} : C_o) \times 10$$

where:

C – number of points awarded to a given bid,

C_{low} – the lowest price among valid offers,

C_o – price provided by the Contractor for whom the result is calculated.

The maximum number of points which the Contractor can obtain in this criterion is 10 points.

2. During the examination and evaluation of tenders, the Ordering Party may ask Contractors for explanations regarding the contents of submitted tenders as well as negotiate the contents and prices of tenders, observing the rules of transparency and fair treatment of Contractors.
 - 2.1 The Ordering Party reserves the right to conduct negotiations in order to change the content of the tenders, in particular as regards contractual terms, e.g. guarantee or payment conditions, price, improvement of technical aspects, and after the negotiations are concluded, the Ordering Party can invite Contractors to submit additional tenders.
3. The Ordering Party shall correct in the text of the tender obvious typographical error and obvious calculation errors, taking into account the calculation results of the corrections made as well as other errors resulting from the noncompliance of the tender with the requirements of the Invitation which do not lead to any significant changes in the contents of the tender and shall immediately inform the Contractor thereof whom tender was corrected.
4. The Ordering Party can reject a tender, in particular if it was submitted after the tender submittal date or if it does not meet the requirements specified in the invitation to tender or if there are other justified circumstances resulting in its non-compliance with the applicable regulations.
5. The Ordering Party shall reject the tender submitted by:
 - 5.1 The Contractor who is a natural person validly convicted of a criminal offence, including:
 - 5.1.1 participation in an organised criminal group or in an association the aim of which is to commit an offence or a fiscal offence referred to in Art. 258 of the Penal Code;
 - 5.1.2 human trafficking pursuant to Art. 189a of the Penal Code;
 - 5.1.3 pursuant to Art. 228-230a, Art. 250a of the Penal Code, under Art. 46-48 of the Act of 25 June 2010 on sport (Journal of Laws of 2020, item 1133 and of 2021, item 2054) or under Art. 54 sections 1-4 of the Act of 12 May 2011 on reimbursement of medicines, foodstuffs for particular nutritional uses and medical devices (Journal of Laws of 2021, item 523, 1292, 1559 and 2054);

- 5.1.4 financing of the crime of a terrorist nature under Art. 165a of the Penal Code or the crime of preventing or hindering the establishment of the criminal origin of money or the concealment of its origin under Art. 299 of the Penal Code;
- 5.1.5 offence of a terrorist nature under Art. 115 § 20 of the Penal Code, or when the Contractor aims at committing that offence;
- 5.1.6 entrusting work to an underage foreigner, referred to in Art. 9 section 2 of the Act of 15 June 2012 on the results of employing foreigners unlawfully residing in the territory of the Republic of Poland (Journal of Laws, item 769);
- 5.1.7 economic related offence under Art. 296-307 of the Penal Code, offence of fraud under Art. 286 of the Penal Code, offence against the credibility of documents under Art. 270-277d of the Penal Code or the fiscal offence;
- 5.1.8 under Art. 9 section 1 and 3 or Art. 10 of the Act of 15 June 2012 on the results of employing foreigners unlawfully residing within the territory of the Republic of Poland – or for a respective prohibited act under the provisions of foreign law.
- 5.2 The Contractor if an incumbent member of its management or supervisory body, a partner in a general partnership or professional partnership, a general partner in a limited partnership or a limited joint-stock partnership, or a proxy was validly convicted of an offence specified above (point 5.1);
- 5.3 The Contractor against whom a final court judgement or a final administrative decision on overdue payment of taxes, fees or contributions for social or medical insurance was issued, unless the Contractor, before the tender submittal date, paid the due taxes, fees or contributions for social or medical insurance together with interest or fines or entered in a binding agreement on payment of such receivables;
- 5.4 The Contractor towards whom a valid decision not to participate in a public procurement procedure was issued;
- 5.5 The Contractor if the Ordering Party can establish, based on reliable grounds, that the Contractor entered in an arrangement with other Contractors aimed at distorting competition, in particular if they belong to the same group of companies under 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 proved that they prepared those tenders or requests independently;
- 5.6 The Contractor if, in cases referred to in Art. 85 section 1 of the Act, there was a distortion of competition resulting from prior involvement of that Contractor or of an entity which belongs to the same capital group with the Contractor under the Act of 16 February 2007 on competition and consumer protection, unless the distortion of competition caused thereby can be eliminated in a different way than by excluding the Contractor from participation in the procurement procedure.
- 5.7 The Contractor in relation to whom the prerequisites under Art. 7 section 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) apply.
6. The Ordering Party shall invalidate the contract awarding procedure, in particular if no tender is submitted or if all submitted tenders are rejected or if the price of the best tender exceeds the amount which the Ordering Party can allocate to finance the contract, or if other justified circumstances occur, resulting in the invalidity of the contract.
7. The Ordering Party shall simultaneously inform all Contractors who submitted tenders of the result of the procedure, stating the reasons.

10) Tender validity period.

The tender validity period is 30 days.

11) Information on formalities to be completed following tender selection

1. The Ordering Party shall immediately publish information on contract awarding procedure on its website in the Bulletin of Public Information, providing the name (business name) or name and surname of the entity with which it concluded the agreement for performance of the contract, or information that the contract was not awarded. The contract can be concluded in writing or in electronic form or else shall be null and void.

12) The agreement template – Appendix No. 2 to the Invitation – contains the conditions and contractual requirements for the performance of the subject of the contract.

13) Information on personal data processing.

Pursuant to Art. 13 and 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 (General Data Protection Regulation, hereinafter referred to as the “GDPR”) in conjunction with Art. 19 section 1 of the PPL Act, 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. **Jagiellonian University appointed the Data Protection Inspector**, ul. Gołębia 24, 31-007 Kraków, room no. 5. Contact with the Inspector is possible via e-mail: iod@uj.edu.pl or by phone +4812 663 12 25.
3. Your personal data will be processed under Art. 6 section 1 letter c) of the GDPR for the purpose related to the contract awarding procedure.
4. Provision of your personal data is a statutory requirement specified in the provisions of the PPL Act, related to participation in the contract awarding procedure.
5. The consequences of failing to provide personal data result from the PPL Act.
6. The recipients of your personal data shall be persons or entities to whom the documentation of the procedure shall be made available pursuant to Art. 18 and Art. 74 section 3 and 4 of the PPL Act, whereas personal data specified in Art. 9 section 1 of the GDPR, collected in the course of the procurement procedure, shall not be made available.
7. Your personal data will be stored under Art. 78 section 1 of the PPL Act for a period of at least 4 years counting from the date of completion of the contract awarding procedure or until the expiration of the possibility of control of the project co-financed or financed from the funds of the European Union or the durability of such a project or other agreements or obligations arising from implemented projects.
8. You have the right to:
 - a) pursuant to Art. 15 of GDPR, the right of access to personal data concerning you;
 - b) pursuant to Art. 16 GDPR, the right to rectify your personal data;
 - c) pursuant to Art. 18 GDPR, the right to request the controller to restrict the processing of your personal data,
 - d) The right to lodge a complaint with the President of the Personal Data Protection Office if you consider that the processing of personal data concerning you breaches the provisions of the GDPR.
9. You do not have the right to:
 - a) the right to erasure of personal data pursuant to Art. 17 section 3 letter b), d) or e) of the GDPR,

- b) the right to the portability of personal data pursuant to Art. 20 of the GDPR,
 - c) the right to object to the processing of your personal data, as the legal basis for the processing of your personal data is Art. 6 section 1 letter c) in conjunction with Art. 21 of the GDPR.
10. **Your personal data specified in Art. 10 of the GDPR** can be made available to enable you to use the legal protection measures specified in Section IX of the PPL Act, until the expiration of the submittal date.
 11. The Ordering Party informs that with **regard to your personal data**, decisions shall not be taken by automated means, pursuant to Art. 22 of the GDPR.
 12. If the fulfilment of the obligations referred to in Art. 15 section 1 – 3 of the GDPR in order to exercise your right specified in point 8 letter a) above would require a disproportionate effort, **the Ordering Party can require you to provide** additional information to clarify the request, in particular the name or date of the public procurement procedure opened or completed.
 13. **If you exercise** the right specified in point 8 letter b) above to rectify or supplement your personal data, under Art. 16 of GDPR, it shall not result in changing the outcome of the contract awarding procedure or amend the provisions of the agreement to the extent non-compliant with the PPL Act, nor shall it breach the integrity of the protocol of the contract awarding procedure and its appendices.
 14. **If you exercise** the right specified in point 8 letter c) above to request the restriction of processing of personal data under Art. 18 section 1 of GDPR shall not restrict the processing of personal data until the end of the contract awarding procedure and also after the procedure in case of the occurrence of circumstances referred to in Art. 18 section 2 of GDPR (*the right to restrict processing shall not apply in relation to storage, in order to ensure the exercise of legal remedies or to protect the rights of another natural or legal person, or on important grounds of public interest of the European Union or of a Member State*).

14) Appendices to the Invitation

Appendix A – Description of the subject of the contract

Appendix No. 1 – Tender form

Appendix No. 2 – Agreement template

TENDER FORM

THE ORDERING PARTY – **Jagiellonian University**
ul. Gołębia 24, 31 - 007 Kraków;
Unit handling the case – **Public Procurement Department of the Jagiellonian University**
ul. Straszewskiego 25/3 and 4, 31-113 Kraków

Name (business name) of the Contractor –

.....;

Registered office address –

.....;

Address for correspondence –

.....;

Tel:; E-mail:

NIP [Tax Identification Number]:

REGON [National Official Business Register]:

With reference to the invitation to tender for the delivery of a device for oximetry imaging with electron paramagnetic resonance technique together with user training for the Department of Biochemistry, Biophysics and Biotechnology of the Jagiellonian University in Kraków (30-387) at ul. Gronostajowa 7, 80.272.125.2022, we submit the following offer:

- 1) we offer to perform of the subject of the contract for the total lump sum price net PLN..... (say: PLN....., and together with due VAT amounting to%, for gross price of PLN..... (say:/100), whereby the quoted price shall also include all costs specified in point 8) 1. of the Invitation*
- 2) we declare that we offer a guarantee on the terms and conditions specified in the Invitation, including appendices
- 3) we declare to perform of the contract within the specified date under the provisions of point 4 of the Invitation.
- 4) we hereby declare that we have familiarised ourselves with the provisions of the Invitation and that we are bound by the conditions and rules of the procedure specified therein,
- 5) we declare that there are no prerequisites described in point 9) 5. of the Invitation resulting in rejection of the offer,
- 6) we declare that we have read the contractual terms and requirements and declare that we are bound by these provisions,
- 7) we declare that we are bound by this tender for a period of 30 days from the date of its opening,
- 8) we declare that we complied with the information obligations specified in Art. 13 or Art. 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 towards natural persons from whom we have directly or indirectly obtained personal data in order to apply for a public contract in this procedure,

- 9) We declare that we are not subject to exclusion pursuant to Art. 7 section 1 of the Act of 13 April 2022 on special solutions to prevent supporting aggression against Ukraine and to protect national security (Journal of Laws of 2022, item 835), i.e:
- we are not a contractor included in the lists specified in Regulation 765/2006 and Regulation 269/2014 or included in the list under the decision on the inclusion on the list determining the application of the measure referred to in Art 1 section 3 of the aforementioned Act;
 - we are not a contractor the beneficial owner of whom under 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 included in the lists specified in Regulation 765/2006 and Regulation 269/2014 or included in the list or being such a beneficial owner as of 24 February 2022, provided that it was included in the list under the decision on the inclusion on the list determining the application of the measure referred to in Art 1 section 3 of the aforementioned Act;
 - we are not a contractor the parent company of whom, under Art. 3 section 1 point 37 of the Act of 29 September 1994 on accounting (Journal of Laws of 2021, item 217, 2105 and 2106), is an entity included in the lists specified in Regulation 765/2006 and Regulation 269/2014 or included in the list or being parent company as of 24 February 2022, provided that it was included in the list under the decision on inclusion in the list deciding on the application of the measure referred to in Art. 1 point 3 of the aforementioned Act;
- 10) the tender consists of pages numbered consecutively.
- 11) Appendices to the tender form:
- **Appendix no. 1** – price calculation;
 - **Appendix no. 2** – obligation of the third party*
 - **Other, e.g. power of attorney**

Place on 2022.

.....
(signature of the person authorised to
make declarations of will on behalf of the Contractor)

Note! Dotted spaces and/or spaces marked with "*" in the tender form template and templates of its appendices shall be filled out or crossed out by the Contractor accordingly to their content.

(Contractor's company stamp)

PRICE CALCULATION

This appendix includes a detailed price calculation of the subject of the contract:

Item	Components and equipment	Net price	VAT	Gross price
1	device for oximetry imaging with pulse electron paramagnetic resonance technique together with user training			
<u>TOTAL</u>				

*** Delete as appropriate**

Place on 2022

.....
(signature of the person authorised to
make declarations of will on behalf of the Contractor)

Appendix no. 2 to the tender form (if applicable)

WRITTEN UNDERTAKING BY THE ENTITY TO PUT AT THE CONTRACTOR'S DISPOSAL THE NECESSARY RESOURCES FOR THE PERIOD OF THEIR USE IN THE PERFORMANCE OF THE CONTRACT

Name

Address

I (We) the undersigned

.....
.....

acting for the benefit and on behalf of :

.....
.....

I (we) declare that in the procedure for selection of the Contractor for delivery of the device for oximetry imaging with electron paramagnetic resonance technique together with user training to the Department of Biochemistry, Biophysics and Biotechnology of the Jagiellonian University in Kraków (30-387) at ul. Gronostajowa 7, I (we) undertake to make our resources available to the Contractor:

.....
.....

(full name of the Contractor and address/registered office of the Contractor)

In order to assess whether the aforementioned Contractor will have my resources at its disposal to the extent necessary for proper performance of the contract and to assess whether the relationship between us guarantees actual access to my resources, I hereby provide:

1) the scope of my resources made available to the Contractor:

.....
.....

2) manner and period of using by the Contractor in performing the contract:

.....
.....

3) the nature of the relationship between me and the Contractor:

.....
.....

4) the extent of my participation in the performance of the contract:

.....
.....

City on 2022 r.

.....
(signature of the person authorised to
make declarations of will on behalf of
of the entity making available its resources)

AGREEMENT 80.272.125.2022
template /proposed contractual provisions/

concluded in Krakow by and between:

Jagiellonian University with its registered office in Kraków, ul. Gołębia 24, represented by:

*..... – acting under the power of attorney granted by, on
case no., with the financial countersignature of the Bursar of the Jagiellonian
University, hereinafter referred to as the "Ordering Party"*
and

*.....
with its registered office with
.....
hereinafter referred to as the "Contractor".*

As a result of the procedure of invitation to tender under Art. 11 section 5 point 1 of the Act of 11 September 2019 – Public Procurement Law (consolidated text, Journal of Laws of 2021 item 1129 as amended), hereinafter referred to as the "PPL" and the Act of 23 April 1964 – Civil Code (consolidated text, Journal of Laws 2020, item 1740 as amended), hereinafter referred to as the "Civil Code" the following Agreement was concluded:

§ 1

1. The Ordering Party entrusts, and the Contractor accepts, delivery of the device for oximetry imaging with pulse electron paramagnetic resonance technique together with online training to the Department of Biochemistry, Biophysics and Biotechnology of the Jagiellonian University in Kraków (30-387) at ul. Gronostajowa 7. The subject of the agreement also includes transport of the aforementioned equipment to the registered office of the Jagiellonian University organisational unit specified in section 2 below, in accordance with the description of the subject of the contract included in Appendix A to the Invitation and the Contractor's tender.
2. In the scope of the performance of the subject of the agreement, the Contractor shall in particular be obliged to:
 - 2.1. delivery of the equipment, to a room specified by the Ordering Party located at the registered office of the Department of Biochemistry, Biophysics and Biotechnology of the Jagiellonian University in Kraków (30-387) at ul. Gronostajowa 7, while the person responsible for the acceptance of the equipment and supervision on behalf of the Ordering Party is Mr/Ms, tel., e-mail: or another person specified by the Ordering Party;
 - 2.2. Provide min. 4 (four) clock hours of training for 6 (six) persons in the safe operation of the delivered equipment, in real-time (online) remote form at the installation site .
3. Along with the delivery of the equipment, the Contractor will provide manuals in English or Polish in both electronic and paper versions as well as technical documentation of the subject of this agreement. The subject of the contract during transport must be properly protected against any damage and insured to the aforementioned extent.
4. The Contractor undertakes to complete the subject of the contract **within 6 months**, counting from the date of awarding the contract, i.e. conclusion of the agreement. The Ordering Party shall allow for earlier execution of the contract.
5. The Contractor undertakes to perform all actions necessary for the proper implementation of the subject of the agreement specified in paragraph 1.
6. The documentation of the procedure, including in particular the Invitation with appendices and the Contractor's tender of, forms an integral part of this Agreement.
7. The Contractor shall be fully responsible, both financially and legally, for any damage caused to the Ordering Party, as well as third parties, by activities arising from the

performance of this agreement.

8. Subcontracting a part of the agreement to subcontractors does not change the obligations of the Contractor towards the Ordering Party for performance of that part of the agreement. The Contractor shall be liable for the actions, failures and negligence of subcontractors and their employees to the same extent as if they were his own actions, failures or negligence.

§ 2

1. The Contractor declares that it has adequate knowledge, experience and facilities to perform the subject of the agreement.
2. The Contractor declares that it shall perform the subject of the agreement with high quality of the materials used and shall meet the agreed dates with due diligence taking into account the professional nature of his business.
3. The Contractor declares that the supplied equipment forming the subject of this agreement is brand new (i.e. not refurbished, not repaired, not fabricated, not used in previous implementations, coming from current production), complete (in particular with all subassemblies, parts, materials necessary for start-up and use), its purchase and use is compliant with its purpose, it does not breach the law, including third party rights, and in terms of safety it complies with CE standards for safety of electrical equipment.

§ 3

1. The amount of remuneration due to the Contractor for the performance of the subject of the agreement was determined on the basis of the Contractor's offer.
2. The lump sum remuneration for the subject of the agreement is established as the net amount of: PLN (in words:⁰⁰ /100), which, after adding VAT at the appropriate rate, gives the gross amount of: PLN (in words:⁰⁰ /100),
3. The Ordering Party is a VAT taxpayer and has NIP 675-000-22-36.
4. The contractor is a VAT taxpayer and has NIP
5. The remuneration specified in item 2 shall include all costs which the Contractor should have foreseen for proper performance of the agreement.
6. The VAT due on the amount of remuneration shall be paid by the Ordering Party to the account of the competent Tax Office in the event that the Ordering Party incurs a tax obligation in accordance with the provisions on VAT.

§ 4

1. The Contractor shall receive remuneration upon completion of the entire subject of the agreement, confirmed by an acceptance protocol with no reservations and upon submittal of a correctly issued invoice to the organisational unit specified in § 1 item 2 of the agreement.
2. The invoice payment date for the completed and accepted subject of the agreement is set **to 21 days**, counting from the date of acceptance of a correctly issued invoice and acceptance of the subject of the agreement and signing an acceptance protocol with no reservations by a person authorised by the Ordering Party.
3. Invoices should be inserted as follows:
Jagiellonian University, ul. Gołębia 24, 31-007 Kraków, Poland
NIP: 675-000-22-36, REGON: 000001270
and marked with a note as to which Unit of the Ordering Party the contract was performed for.
4. The day of acceptance of the subject of the contract shall be deemed to be the day on which the Contractor actually performs the actions comprising the subject of the contract, which shall be recorded in the acceptance protocol.
5. The delivery of the subject cannot take place in parts. The protocol of acceptance of the subject of the agreement can be signed at the moment of its delivery in full to the Ordering Party and after ascertaining the absence of visible defects.
6. Acceptance protocol of the subject of the agreement shall be drawn up with the authorised representatives of the parties to the agreement, after checking the conformity of the performance of the subject of the agreement under the terms and conditions of the agreement, the Invitation and appendices, and the Contractor's tender.

7. The Ordering Party shall accept the subject of the contract immediately, no later than within 5 working days from the date on which it received the notice from the Contractor, provided that the subject of the agreement is free of defects.
8. Signing of the protocol shall not exclude the Ordering Party's claims for improper performance of the agreement, in particular if defects of the subject of the agreement are discovered by the Ordering Party after the acceptance.
9. Delivery of equipment forming the subject of the contract shall not be tantamount to commissioning. Acceptance protocol of the subject of the agreement for operation can be signed only after proper performance of the subject of the agreement.
10. The representative specified in § 10 section. 1.1 of the agreement shall be authorised to perform the acceptance of the subject of the agreement on the part of the Ordering Party.
11. The representative specified in § 10 section. 1.2 of the agreement shall be authorised to participate in acceptance activities on the part of the Contractor.
12. If the subject of the agreement reaches the Ordering Party damaged or defective, the Ordering Party shall specify the damage or defects in the acceptance protocol, whereas such an acceptance protocol shall not confirm the completion of the agreement and shall not form grounds for payment of the Contractor's remuneration, unless the Ordering Party expressly states otherwise in the protocol.
13. The parties agree that the Ordering Party shall document defects/damage, in particular by photographing them. This applies in particular to defects and damage occurring during delivery (transport).
14. If the subject of the agreement reaches the Ordering Party damaged or has defects that make it useless, the Contractor shall replace it at his own risk and expense, as soon as possible, as agreed by the parties.
15. The place of payment shall be the Ordering Party's bank and payment shall take place as soon as the transfer order is performed by the Ordering Party.
16. The Contractor shall not be entitled to transfer to third parties the receivables arising from this Contract without the prior written consent of the Ordering Party.
17. The remuneration due to the Contractor shall be paid by transfer from the Ordering Party's bank account to the Contractor's bank account specified in the invoice, subject to sections 20 and 21 above.
18. In the case of issuing structured electronic invoices under Art. 6 section 1 of the Act of 9 November 2018 on electronic invoicing in public procurement, concessions for works or services and public-private partnership (consolidated text, Journal of Laws of 2020, item 1666 as amended) via the Electronic Invoicing Platform available at: <https://efaktura.gov.pl/>, in the field "reference", the Contractor shall enter the address, enter the following **email address**:
19. The Contractor shall be obliged to specify in the invoice the account number that was disclosed in the list of entities registered for VAT purposes, not registered and deleted and restored to the VAT register kept by the Head of the National Revenue Administration (the so-called "White List" – Art. 96b item 1 of the Value Added Tax Act of 11 March 2004 – consolidated text, Journal of Laws of 2021 item 685 as amended).
20. If the Contractor's bank account is not disclosed on the "White List", the Ordering Party shall be entitled to pay the remuneration to the account indicated in the Contractor's invoice with the split payment mechanism or to notify the relevant head of the tax office when making the first payment of remuneration by transfer to the account specified in that invoice.
21. If the Contractor is registered as an active VAT taxpayer, the Ordering Party can make payment of remuneration with the split payment mechanism, i.e. in the manner specified in art. 108a item 2 of the Value Added Tax Act of 11 March 2004 (consolidated text, Journal of Laws 2021, item 685 as amended). The provisions of the first sentence shall not apply if the subject of the agreement forms an action exempt from VAT or is subject to a 0% VAT rate.

22. The Contractor confirms that the bank clearing account disclosed on the invoice is for the sole purpose of settlements for his business activity, for which the VAT account is maintained.

§ 5

1. The Contractor undertakes to perform the subject of the agreement without any defects (faults), however, it is obliged to verify the compliance of the markings on the subject of the agreement with the data included in the guarantee document (guarantor's declaration) specified in section 2 of this paragraph of the agreement and the condition of seals and other protections placed on it, if such protections were applied.
2. Together with the delivery of the entire subject of this agreement, the Contractor shall provide the Ordering Party with a guarantee document (guarantee declaration), 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 guarantee protection, rights of the Ordering Party in the event of finding a physical defect as well as a statement that the guarantee does not exclude, limit or suspend the Ordering Party's rights resulting from the provisions on warranty for defects of the subject of the agreement.
3. The Contractor grants **a one-month** guarantee for the subject of the contract, counting from the date of performance of the agreement, i.e. from the date of acceptance of the subject of the agreement, confirmed by acceptance protocol without reservations, taking into account the provisions concerning the warranty terms resulting from the Invitation. Within the scope of the guarantee, the Contractor shall be obliged, inter alia, to perform free of charge (included in the offer price) current maintenance, service and technical inspections resulting from the guarantee conditions and to repair the subject of the agreement during the guarantee period as well as to ensure the possibility of updating the software. The Contractor provides a guarantee for all devices, components, subassemblies, and other elements included in the subject of the agreement or services purchased from third parties by the Contractor. The guarantee shall cover defects, material and design faults as well as failure of the supplied devices to meet the functional requirements declared by the Contractor. All costs related to the fulfilment of the guarantee shall be covered by the Contractor.
4. The guarantee shall be provided by the manufacturer or its authorized service or persons at the expense of the Contractor at the registered office of the Ordering Party, and if this is technically impossible, all organizational activities and costs associated with providing the warranty service outside the registered office of the Ordering Party shall be borne by the Contractor.
5. Should any defects be found in the completed subject of the agreement, the Contractor undertakes to replace it free of charge or remove the defects according to the rules and procedure specified in the content of the guarantee document (guarantor's statement) specified in section 2 above, taking into account the provisions of this paragraph of the agreement.
6. If defects are found in the completed subject of the Agreement, the Contractor undertakes to collect it in order to repair or replace the defective equipment at the place of using the subject of the Agreement within the period agreed by the Parties, **not longer, however, than 7 days**, whereas the reaction of the service must take place **within 24 hours** from the moment of notification by phone, fax or e-mail, whereas all organisational actions and costs connected with providing guarantee service outside the place of performance of the agreement shall be borne by the Contractor. In the case of the necessity to bring in specialised spare parts, this period shall not be longer than 21 working days, unless the Parties, on the basis of a relevant necessity protocol, agree to extend the repair time.
7. The Contractor guarantees the highest quality of the delivered subject of the agreement according to the technical specification. Liability under the guarantee shall cover both defects resulting from causes inherent in the subject of the agreement at the time of acceptance by the Ordering Party and any other physical defects resulting from causes for which the Contractor is responsible, provided that these defects become apparent within the guarantee period.
8. The warranty period shall begin on the day following the acceptance of the subject of the agreement, however, in the case of replacing the defective subject of the agreement (its element or module)

- with a new one or performing the removal of a significant defect (defect), the guarantee period shall start anew from the moment of delivering the repaired items (respectively the subject of the agreement, its element or module) to the Ordering Party.
9. The guarantee 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 pursuant to section 6 of this paragraph of the agreement.
 10. The Ordering Party can exercise rights under the warranty for physical defects regardless of rights under the guarantee. The rights under the warranty for physical defects expire after 24 months from the time of delivery to the Ordering Party of the entire subject of the agreement, confirmed by a signed acceptance protocol with no reservations. However, if the Ordering Party exercises its rights under the guarantee, the period for exercising the rights under the warranty shall be suspended of date of notification of defect (fault) to the Contractor. The time limit shall continue to run from the date of the Contractor's refusal to perform his obligations under the guarantee or ineffective expiration of the time limit specified for removing the defect (fault) of the subject of the agreement.
 11. If the Contractor fail to meet the guarantee conditions, the Ordering Party shall be entitled to remove the defects (faults) by way of repairing at the risk and expense of the Contractor, while retaining other rights under the agreement. In such cases, the Ordering Party shall have the right to engage another entity to remove the defects, and the Contractor shall be obliged to cover the related costs within 14 days from the date of receiving the request and proof of payment.
 12. The Ordering Party undertakes to comply with the basic operating conditions specified by the manufacturer in the provisions of the guarantor's declaration included in the guarantee documents or operating instructions supplied by the Contractor, insofar as it does not contradict the provisions of this paragraph of the agreement.
 13. The guarantee terms and conditions shall not require the Ordering Party to store the packaging in which the equipment was delivered. The Ordering Party can remove the packaging of the equipment after its delivery, which will not result in the loss of the guarantee, and the delivered equipment, despite the lack of packaging, will be subject to the guarantee service.

§ 6

1. The Parties reserve the right to claim liquidated damages for non-compliance or improper performance of their obligations under the Agreement.
2. Subject to section 4 of this paragraph, the Contractor shall pay the Ordering Party liquidated damages in the following amount in cases of:
 - 2.1. withdrawal from the Agreement for reasons on the part of the Contractor – in the amount of 10% of the gross remuneration determined in § 3 section 2 of the Agreement;
 - 2.2. non-performance or improper performance of the Agreement – in the amount of 10% of the gross remuneration specified in § 3 item 2 of the Agreement, whereas the improper performance of the Agreement is its performance which is non-compliant with the content of the Agreement or the Contractor's tender, or the provisions of the Invitation and appendices, or which does not ensure the achievement of the required parameters, functionality and scope resulting from the Invitation and appendices, and the performance characteristics of the subject of the Agreement;
 - 2.3. failure to conduct the training for the Ordering Party's employees specified in § 1 item 2.2 of the Agreement in the amount of PLN 10,000.00 (say: ten thousand Zloty ⁰⁰ /₁₀₀) for the aforementioned failure on the part of the Contractor,
 - 2.4. delay in performance of the subject of the Agreement – in the amount of 0.2% of the gross remuneration specified in § 3 section 2 of the Agreement for each day of delay counting from the day following the date for completing the subject of the Agreement specified in § 1 section 4 of the Agreement, not more than 10% of the gross value of the subject of the Agreement referred to in § 3 section 2.
 - 2.5. delay in removal of defects in the subject of the Agreement ascertained during acceptance, in the amount of 0.2% of gross remuneration specified in § 3 section 2 of the Agreement for each

day of delay, starting from the next day after expiration of the date determined by the Ordering Party for removal of defects, but not more than 10% of gross value of the subject of the agreement referred to in § 3 section 2.

- 2.6. delay in removal of defects identified during the guarantee or warranty period in the amount of 0.2% of gross remuneration determined in § 3 section 2 of the Agreement for each day of delay counted from the next day in relation to the date (day) determined pursuant to § 5 section 6 of the Agreement or in a written statement of the Parties, not more than 10% of gross value of the subject of the agreement referred to in § 3 section 2,

whereas the total amount of liquidated damages shall not exceed 30% of the gross remuneration referred to in § 3 section 2 of this agreement

3. The Ordering Party shall pay the Contractor liquidated damages in the event of withdrawal from this Agreement by the Contractor for reasons attributable solely to the Ordering Party, excluding the circumstances specified in § 7 section 4 of the Agreement, in the amount of 10% of the gross remuneration specified in § 3 item 2 of the Agreement.
4. The Parties can seek damages in excess of the stipulated liquidated damages on general terms, whereas the liquidated damages specified in sections 2 and 3 above are countable towards the supplementary damages sought by a given Party to the Agreement.
5. The sum of liquidated damages cannot exceed 30% of the gross remuneration specified in § 3 section 2 of this agreement.
6. The provisions of the agreement regarding the calculation of liquidated damages shall not apply in the scope of behaviour of the Contractor not directly or indirectly related to the subject of the agreement or its proper performance. The Contractor shall not be liable for circumstances for which the ordering party bears the sole responsibility.
7. The claim for payment of liquidated damages shall become due as of the day following the day on which the factual circumstances defined in this agreement forming grounds for their calculation occurred.
8. The Ordering Party shall be entitled to deduct the liquidated damages, if any, from the receivables due to the Contractor, including the amount of the remuneration specified in the invoice, to which the Contractor agrees.
9. Payment of liquidated damages shall not release the Contractor from his obligation to perform the Agreement.

§7

1. In addition to the cases specified in the Civil Code, the Parties shall be entitled to withdraw from this Agreement in the event of the occurrence of the circumstances referred to in section 2.
2. The Ordering Party can 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 end of the guarantee (warranty) period for the subject of the agreement, that is when
 - 2.1. the Contractor, as a result of its insolvency, has not fulfilled its pecuniary obligations for a period of at least 3 months;
 - 2.2. liquidation of the Contractor or dissolution of the Contractor without liquidation is undertaken, or the Contractor ceases to run its business, or the Contractor is deleted as an entrepreneur from Central Registration and Information on Business.
 - 2.3. an attachment order regarding the Contractor's assets to the extent preventing the performance of the agreement.
 - 2.4. acquiring information on the occurrence of great financial difficulties at the Contractor, in particular, there will be a seizure by a bailiff or other seizures by authorized bodies with a total value exceeding PLN 200 000.00 (say: two hundred thousand Zloty ⁰⁰ /₁₀₀),
 - 2.5. the Contractor delivered Apparatus that is non-compliant with the Agreement or failed to perform the Agreement pursuant to its provisions or to perform any accompanying service.
3. Furthermore, the Ordering Party can withdraw from the Agreement when the Contractor exceeds the date for the execution of the Agreement by 7 days, without the need to set an additional date for the Contractor.

4. Moreover, in the event of a material change of circumstances that makes that the performance of the Agreement is not in the public interest, which could not have been foreseen at the time of conclusion of the Agreement, the Ordering Party can withdraw from the Agreement within 30 days of becoming aware of these circumstances.
5. The Contractor shall not be entitled to any compensation for withdrawal from the Agreement by the Ordering Party due to circumstances on the part of the Contractor or in the event of withdrawal from the Agreement pursuant to paragraphs 2 – 4 of this section of the Agreement.
6. Withdrawal from the Agreement shall be in writing, or else shall be null and void, and shall include a statement of reasons.
7. The Ordering Party reserves the right to partially withdraw from the agreement, i.e. with regard to the unperformed or improperly performed part of the subject of the agreement. In such a case, all provisions of the agreement in the scope of the properly executed part shall remain in force.
8. Withdrawal from the Agreement shall not affect the effectiveness of claims for payment of liquidated damages.

§ 8

1. Due to force majeure the Parties shall understand an external event of an extraordinary nature that could not have been foreseen or prevented, in particular such as: fire, flood, epidemic disease threatening human life or health, war, state of war, state of emergency or state of natural disaster.
2. If, due to circumstances of force majeure, the Party is unable to perform its contractual obligations in whole or in part, it will immediately notify the other Party. In such a case, the Parties shall agree on the manner and principles of further performance of the agreement, temporarily suspend its performance or the agreement will be terminated.
3. The time limits laid down in this Agreement shall be suspended for the duration of any impediment caused by force majeure.

§ 9

1. All declarations of the Parties to the Agreement shall be submitted in writing, or else shall be null and void, with registered letter or by acknowledgement of submittal.
2. The possible invalidity of one or more provisions of this Agreement shall not affect the validity of the Agreement in its entirety, in which case the Parties shall replace the invalid provision by a provision that is compliant with the purpose and other provisions of the Agreement.
3. In case of any discrepancy between the content of the Invitation and the provisions of the agreement, and in matters not governed by this agreement, the provisions of the Invitation and its appendices shall prevail.

§ 10

1. The Parties agree that the following persons shall be authorised for direct contacts aimed at ensuring proper performance of the subject of the Agreement, its on-going supervision and verification:
 - 1.1. On the part of the Ordering Party: - tel., e-mail:
 - 1.2. On the part of the Contractor – - tel., e-mail:
2. The Parties unanimously agree that the persons specified above are not authorised to make any decisions regarding changing the rules for performing the Agreement or assuming new obligations or amending the Agreement.

§ 11

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 the following cases:
 - 1.1. change of the date of performance of the subject of the Agreement (initial, final) through its shortening or extension and/or change the manner of performance through the introduction of stages of performance, suspension of performance – due to reasons on the part of the Ordering Party, concerning, in particular, key changes in the project schedule aimed at ensuring proper performance of the project, lack of preparation/transfer of the place of performance/delivery, absence of an employee responsible for the performance or acceptance of the subject of the agreement, or reasons attributable to the equipment manufacturer concerning documented

problems with production or supply of the equipment or other reasons beyond the control of the Parties caused by force majeure under § 8 of the Agreement,

- 1.2. extension of the guarantee period when extended by the manufacturer/Contractor,
- 1.3. change of a specified type, model, name, manufacturer of the subject of the agreement or its elements, improvement of quality or other parameters characteristic for a given element of the delivery or a change of technology to an equivalent or better one, in particular in the case of its production being terminated or stopped or withdrawn from production after presenting appropriate documents from the manufacturer or distributor, with the reservation that the price specified in § 3 cannot be increased, and the technical parameters cannot be worse than those specified in the content of the offer,
- 1.4. update of solutions due to technological progress or changes in the regulations in force.
2. Changes not related to the contractual provisions, e.g. when due to 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 changes, shall be made by submitting a written statement of the Party affected by the changes to the other Party.

§ 12

1. Amendments and supplements to this Agreement can be performed only in written or electronic form (qualified electronic signature) and must be signed by authorised representatives of both the Ordering Party and the Contractor or else shall be null and void.
2. Neither Party shall be entitled to assign its rights and obligations under this Agreement without the written consent of the other Party, in particular the Contractor shall not be entitled to assign its receivables under this Agreement without the prior written consent of the Ordering Party.
3. The Parties undertake to notify each other by registered mail on any change in the address of their registered office, otherwise any correspondence sent to the previously known address shall be deemed to have been effectively delivered.
4. Any amendments or supplements to this Agreement can be introduced by agreement of the Parties in the form of a written annex or else shall be null and void.
5. If a dispute occur between the Parties arising out of or in connection with the agreement, the dispute shall be referred to the common court of proper venue serving the address of the registered office of the Ordering Party.
6. In matters not governed by this agreement, the provisions of the Act of 20 July 2018 – Law on Higher Education and Science (consolidated text, Journal of Laws 2022, item 574 as amended), the Act of 2 March 2020 on special arrangements for preventing, counteracting and combating COVID-19, other infectious diseases and crisis situations caused by them (consolidated text, Journal of Laws 2021, item 2095 as amended) and the Act of 23 April 1964 – Civil Code (consolidated text, Journal of Laws 2020, item 1740 as amended).
7. 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 8 below.
8. The Parties unanimously declare that if this Agreement is concluded in electronic form by means of a qualified electronic signature, the resulting electronic document forms a certification that the Parties have unanimously made the declarations of will contained therein, and that the date of conclusion is the date of submittal of the last (later) declaration of will regarding its conclusion by authorised representatives of each of the Parties.

.....
For the Ordering Party

.....
For the Contractor

Stamp of the Jagiellonian University's unit

Krakow, date:

.....

PROTOCOL
OF ACCEPTANCE OF GOODS/PERFORMANCE OF SERVICE/DELIVERY

1. Goods received/service provided on
2. It refers to invoice no. of
3. SAP document number.....
4. Value of goods/services*
5. Supplier details.....

.....

signature of the person accepting delivery of the goods/service

Contact telephone number:

E-mail address:

* - in the case of the value of goods specified in a currency other than PLN, the exchange rate from the day preceding the day of acceptance of goods/service performance should be used for conversion.

Appendix A to the Invitation – Description of the subject of the contract

Description of the subject of the contract:

Device for oximetry imaging with pulse electron paramagnetic resonance technique with magnetic field of 25 mT that allows the acquisition of oxygen partial pressure maps in living tissues in vitro and in vivo with high spatial (0.5 mm), temporal (1-10 minutes) and oxygen (~1 torr) resolution. User-friendly software is required that allows acquisition of pO₂ maps and their analysis.

Hardware parameters:

Permanent magnet (samarium-cobalt):

Magnetic field 25mT ±1mT

Magnet gap 10 cm

Field displacement ±2.0mT

Imaging gradients:

Maximum gradient 30 mT/m

Radio frequency:

Operating frequency 695 MHz – 735 MHz

Operating mode: pulsed EPR

Microwave bridge power 1 kW minimum

Loop gap resonator max 19 x 15 mm

The computer is part of the oxygen imager: min. 16 GB RAM, min. 512 GB SSD, operating system: Windows 11 Pro preferred

Control and analysis software

Physical parameters

Weight max 400 kg

Training: purchase includes 4 hours of online training for 6 users

Implementation period: up to 6 months

Guarantee: min. 24 months