


<p>JAGIELLONIAN UNIVERSITY PUBLIC PROCUREMENT DEPARTMENT ul. Straszewskiego 25/3 & 4, 31-113 Kraków tel. +48 12 663-39-03, e-mail: bjzp@uj.edu.pl www.uj.edu.pl www.przetargi.uj.edu.pl</p>	
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Kraków, on 23.11.2022

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

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

1. Jagiellonian University, ul. Gołębia 24, 31-007 Kraków.
2. **Unit managing the case:**
 - 2.1 JU Public Procurement Department, ul. Straszewskiego 25/3 & 4, 31-113 Kraków;
 - 2.1.1 tel. +48 12 663-39-03
 - 2.1.2 e-mail: bjzp@uj.edu.pl
 - 2.1.3 website: www.uj.edu.pl
 - 2.1.4 place of publication of announcements and information: www.przetargi.uj.edu.pl

2) Award mode.

1. The procedure for the award of a contract in the field of science is conducted by means of the procedure for the publication of an invitation to tender pursuant to Article 11(5)(1) of the Act of 11 September 2019 - Public Procurement Law (consolidated text, Journal of Laws 2022, item 1710 as amended) and the Act of 23 April 1964 on the Civil Code (consolidated text, Journal of Laws 2022 item 1360 as amended).
2. The provisions set out in this Invitation shall apply to the actions taken by the contracting party, hereinafter referred to as the “Contracting Authority”, and the interested party, hereinafter referred to as the “Contractor”, in the procurement procedure.

3) Description of the subject of contract.

1. The subject of the contract is the selection of a Contractor for the delivery of a scintillator and WLS for total-body J-PET for the Marian Smoluchowski Institute of Physics of the Jagiellonian University.
2. A detailed description of the subject of contract is contained in Annex A to this Invitation.
3. **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.
4. Designation of the subject of contract according to the code of the Common Procurement Vocabulary:
CPV: 38500000-0 Checking and testing apparatus.

4) Contract fulfilment deadline

The contractor is obliged to perform the subject of the contract within 6 months from the date of awarding the contract (conclusion of the contract)

5) Information on the manner of communication between the Contracting Authority and Contractors and the transmission of statements and documents, as well as an indication of persons authorised to communicate with Contractors.

1. It is permissible to communicate in writing or electronically.
2. The communication takes place by electronic means to the e-mail address: piotr.molczyk@uj.edu.pl.
3. If the Contracting Authority or the Contractor transmits any documents or information by electronic means, each party shall, upon request of the other, immediately acknowledge receipt.

4. Before submitting their tenders, Contractors may send their comments on the content of this Invitation to the Contracting Authority. In justified cases, taking into account the comments sent, the Contracting Authority may amend the content of this Invitation and extend the deadline for the submission of tenders accordingly.
5. The authorised person for purposes of communication with Contractors regarding formal and practical matters is Piotr Molczyk, e-mail: piotr.molczyk@uj.edu.pl.

6) Description of manner of tender preparation.

1. Each Contractor may submit only one tender, covering the entire subject of contract, and calculate the price for the entire subject of contract. The Contractor must include a price calculation with the tender.
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. A tender and its appendices constituting an integral part thereof shall be prepared by the Contractor in accordance with the provisions of this Invitation, i.e. in accordance with the Tender Form and its appendices included in this Invitation.
4. The tender must be signed by the person(s) authorised to represent the Contractor in accordance with the entry in the National Court Register, the Central Business Activity Register or in another relevant register and must be written in Polish or English, submitted in the form of a signed scan or bearing a personal, trusted or qualified electronic signature, by e-mail to the address indicated in the Invitation.
5. If a tender is signed by an authorised representative, a power of attorney or another document confirming the authorisation to represent the Contractor must be attached to the tender.
6. Any corrections or amendments to the text of the tender must be signed by the person(s) signing the tender and dated.
7. Settlements between the Contractor and the Contracting Authority shall be made in (PLN) or in (EUR) or in (USD).
8. The Contractor may reserve, at the latest by the date of receipt of the contract, that information related to this contract constituting a company secret within the meaning of Article 11 of the Act of 16 April 1993 on combating unfair competition (consolidated text, Journal of Laws 2020 item 1913 as amended) may not be disclosed.
9. Any costs associated with the preparation and submission of the tender shall be borne by the Contractor.
10. By submitting a tender, the Contractor declares that it will perform the subject of contract in accordance with all the requirements of the Contracting Authority as described in this Invitation and its annexes.

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

Tenders must be submitted **until 02.12.2022 by 12:00 o'clock**, to the following address: piotr.molczyk@uj.edu.pl, marked to identify the Contractor and indicating the subject and number of the procedure by indicating in the title of the e-mail: **“Oferta na dostawę scyntylatorów oraz przesuwaczy długości fal dla Instytutu Fizyki UJ”, [Tender for the delivery of a scintillator and WLS for total-body J-PET for the Institute of Physics of the JU.]**, case no. 80.272.436.2022.

8) Description of price calculation.

1. The lump-sum bid price should be quoted in PLN, EUR or in (UDS) 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 Contracting Authority, discounts etc. which the Contractor intends to grant. Delivery location: for the Marian Smoluchowski Institute of Physics of the Jagiellonian University, ul. prof. St. Łojasiewicza 11, 30-348 Kraków.

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 Contracting Authority 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.
6. In the case of submitting bids in euro (EUR), for the purpose of comparison of bids, the Contracting Authority shall convert the value of the bids into Polish zloty (PLN) on the selling rate of foreign currencies (table C) published by the National Bank of Poland on the date of submitting bids.

9) Description of the activities and criteria to be followed by the Contracting Authority when selecting the most advantageous tender.

1. The Contracting Authority shall select the most advantageous tender from among the valid tenders submitted in the procedure, on the basis of the tender evaluation criteria specified in the Invitation.
2. Tender evaluation criteria and their importance:
 - a) **Gross price for the entire contract - 100%.**
 - b) The points awarded for the criterion "gross price for the entire contract" will be calculated according to the following formula:

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

where:

C - number of points awarded to a given tender,

C_{naj} - lowest price among valid tenders,

C_o - price quoted by the contractor for whom the score is calculated,

The maximum number of points that can be awarded to a contractor is 10.

3. All calculations are rounded up to two decimal places.
4. The Contractor's tender with the highest number of points will be considered the most advantageous.
5. If tenders with the same price and guarantee have been submitted, the Contracting Authority shall call on the Contractors who submitted those tenders to submit additional tenders within the time limit specified by the Contracting Authority.
6. In the course of the examination and evaluation of tenders, the Contracting Authority may demand explanations from Contractors regarding the contents of submitted tenders, as well as negotiate the contents and prices of tenders, observing the principles of transparency and fair treatment of Contractors.

The Contracting Authority reserves the right, in particular, to conduct negotiations in order to change the content of the tenders, in particular with regard to the contractual terms, e.g. concerning the guarantee or payment terms, the price, improvement of technical aspects, and after the conclusion of the negotiations, the Contracting Authority may invite Contractors to submit additional tenders.
7. The Contracting Authority shall correct obvious typing errors and obvious calculation errors in the text of the tenders, taking into account the calculation consequences of the corrections made, as well as other errors consisting in non-conformity of the tender with the requirements of the Invitation which do not result in significant changes in the contents of the tender, immediately notifying thereof the Contractor whose tender has been corrected.
8. The Contracting Authority may reject a tender in particular if it has been submitted after the deadline for submission of tenders or if it does not comply with the requirements of the Invitation to Tender or there are other justified circumstances which make it incompatible with the applicable regulations.
9. The Contracting Authority will reject tenders submitted by:
 - a) a Contractor which is a natural person who has been finally convicted of an offence:

- 1) involving participation in an organised criminal group or association with the aim of committing a criminal or fiscal offence referred to in Article 258 of the Criminal Code,
- 2) involving trafficking in human beings as referred to in Article 189a of the Criminal Code,
- 3) referred to in Article 228-230a, Article 250a of the Criminal Code or in Article 46 or Article 48 of the Sports Act of 25 June 2010,
- 4) involving financing a terrorist offence referred to in Article 165a of the Criminal Code, or an offence involving preventing or hindering the ascertainment of criminal origin of money or concealment of its origin, as referred to in Article 299 of the Criminal Code,
- 5) of a terrorist nature, as referred to in Article 115 § 20 of the Criminal Code, or with the aim of committing this offence,
- 6) involving entrusting work to a minor foreigner referred to in Article 9(2) of the Act of 15 June 2012 on the effects of entrusting work to foreigners unlawfully residing on the territory of the Republic of Poland (Journal of Laws item 769),
- 7) against economic turnover as referred to in Articles 296-307 of the Criminal Code, an offence of fraud as referred to in Article 286 of the Criminal Code, an offence against the reliability of documents as referred to in Articles 270-277d of the Criminal Code, or a fiscal offence,
- 8) referred to in Article 9(1) and (3) or Article 10 of the Act of 15 June 2012 on the consequences of delegating work to foreigners unlawfully residing on the territory of the Republic of Poland or for a relevant prohibited act as defined in the provisions of foreign law;
- b) a Contractor if an incumbent member of its management or supervisory body, a partner in a general partnership or other partnership, or a general partner in a limited partnership or a limited joint-stock partnership, or a proxy, has been validly convicted of an offence referred to above (point a);
- c) a Contractor against whom a final court judgement or a final administrative decision on overdue payment of taxes, fees or social or health insurance contributions has been issued, unless the Contractor, before the deadline for submission of tenders, has paid the taxes, fees or social or health insurance contributions due, together with interest or fines, or has entered into a binding agreement on the repayment of those receivables;
- d) a Contractors who has been legally banned from competing for a public contract;
- e) a Contractor, if the Contracting Authority can establish, based on reliable grounds, that the Contractor entered into an agreement with other contractors aimed at distorting competition, in particular if they belonged to the same capital group within the meaning of the Act of 16 February 2007 on competition and consumer protection, and submitted separate tenders, partial tenders or requests to participate in the procedure, unless they prove that they prepared those tenders or requests independently of each other;
- f) a Contractor if, in the cases referred to in Article 85(1) of the Act, there has been a distortion of competition resulting from previous involvement of that Contractor or of an entity which is a member of the same group with the contractor within the meaning of the Act on Competition and Consumer Protection of 16 February 2007, unless the distortion of competition caused thereby can be eliminated otherwise than by excluding the contractor from participation in the procurement procedure.
- g) a Contractor in relation to whom the conditions described in Article 7(1) of the Act of 13 April 2022 on special solutions to counteract support for aggression against Ukraine and to protect national security (Journal of Laws of 2022, item 835) apply.
10. The Contracting Authority shall invalidate the tender procedure in particular if no tender is submitted, or all submitted tenders are rejected, or the price of the most advantageous tender exceeds the amount which the Contracting Authority may allocate to finance the contract, or other justified circumstances arise, resulting in the invalidity of the Contract concerning scientific services.
11. The Contracting Authority shall simultaneously notify all Contractors who submitted tenders of the outcome of the procedure, stating the factual reasons.

10) Tender validity.

The tender validity period is 30 days.

11) Information on the formalities to be completed after the tender selection in order to conclude the Contract.

1. Before signing the Contract, the Contractor should submit or hand over:
 - a) an up-to-date extract from the relevant register or from the central register and information on business activity, if separate regulations require entry in the register or register, if not submitted with the tender;
 - b) copies of agreements setting out the grounds and rules for joint procurement in the field of science - if tender is submitted by entities competing jointly for the award of a contract in the field of science (i.e. a consortium);
2. The selected Contractor shall be obliged to conclude the Contract at a date and place designated by the Contracting Authority.

12) The Contract template - Annex No. 2 to the Invitation - contains the terms and contractual requirements for the execution of the subject of contract.

13) Information on the processing of personal data

In accordance with 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 "GDPR") in connection with Art. 19 item 1 of the Public Procurement Law (PPL) Act, the Jagiellonian University hereby informs that:

1. **The Controller** of your personal data is the Jagiellonian University, ul. Gołębia 24, 31-007 Kraków, represented by the Chancellor of the Jagiellonian University.
2. **The Jagiellonian University has appointed a Data Protection Officer**, ul. Czapskich 4, 31-110 Kraków, room no. 27. Contact with the DPO is possible by e-mail: iod@uj.edu.pl or by telephone: +4812 663 12 25.
3. Your personal data will be processed on the basis of Article 6(1)(c) GDPR for purposes related to the public procurement procedure, *Case No. 80.272.436.2022*.
4. Your provision of personal data is a statutory requirement specified in the provisions of the PPL Act related to participation in the public procurement procedure.
5. The consequences of failing to provide personal data arise from the PPL Act.
6. Recipients of your personal data will be persons or entities to whom the documentation of the proceedings will be made available on the basis of Article 18 and Article 74(3) and (4) of the Public Procurement Law, while personal data referred to in Article 9(1) GDPR, collected in the course of the contract award procedure, shall not be made available.
7. Your personal data will be stored in accordance with art. 78 par. 1 of the Public Procurement Law Act for a period of at least 4 years counted from the date of completion of the public procurement procedure or until the expiry of the possibility to control the project co-financed or financed from European Union funds or the durability of such a project or other agreements or obligations arising from the implemented projects.
8. You have the right to:
 - a) on the basis of Article 15 GDPR, the right of access to your personal data;
 - b) on the basis of Article 16 GDPR, the right to rectify your personal data;
 - c) on the basis of Article 18 GDPR, the right to request the controller to restrict the processing of personal data,
 - d) the right to lodge a complaint with the President of the Data Protection Authority if you consider that the processing of your personal data is in breach of GDPR.
9. You do not have the right to:
 - a) the right to erasure of personal data in connection with Article 17(3)(b), (d) or (e) GDPR,

- b) the right to transfer personal data as referred to in Article 20 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 Article 6(1)(c) in conjunction with Article 21 GDPR.
10. **Your personal data referred to in Article 10 GDPR** may be made available in order to enable you to use the legal remedies referred to in Section IX of the PPL Act, until the expiry of the deadline for their filing.
 11. The Contracting Authority informs you that decisions will not be taken by automated means with **regard to your personal data**, pursuant to Article 22 GDPR.
 12. In the event that it would take a disproportionate effort to comply with the obligations referred to in Article 15(1) - (3) GDPR in order to exercise your right indicated in point 8(a) above, **the Contracting Authority may 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. **Your exercise** of the right indicated in point 8(b) above to rectify or supplement your personal data, as referred to in Article 16 GDPR, cannot result in changing the outcome of the public procurement procedure or alter the provisions of the contract to an extent that is incompatible with the PPL, nor can it affect the integrity of the protocol of the public procurement procedure and its annexes.
 14. **Your exercise** of the right indicated in point 8(c) above to request the restriction of processing referred to in Article 18(1) GDPR shall not restrict the processing of your personal data until the end of the public procurement procedure and also after the procedure in the event of the circumstances referred to in Article 18(2) GDPR (the right to restrict processing shall not apply in respect of storage, in order to ensure the exercise of legal remedies or to protect the rights of another natural or legal person, or for compelling reasons of public interest of the European Union or of a Member State).

14) Annexes to the Invitation:

Annex A - Description of the Subject of Contract

Annex No. 1 - Tender Form

Annex No. 2 - Contract Template

Specification of the scintillator and WLS for total-body J-PET

Plastic scintillator

Optical properties of the scintillator:

- light output: 64% of anthracene light output or 10 000 photons/MeV
- rise time: 0.9 ns
- decay time: 2.1 ns
- wavelength of maximum emission: 425 nm
- bulk light attenuation length: 380 cm.

Properties of the scintillator material:

- polymer base: polyvinyltoluene, PVT
- refractive index: 1.58
- density: 1.023 g/cm³
- softening point: equal to or greater than 70°C.

Technical requirements:

- quantity: 1570 pieces
- scintillator shape: cuboid
- dimensions of each piece: 6 mm thick, 30 mm wide, 330 mm long
- thickness dimension tolerance: ± 0.58 mm
- length and width dimension tolerance: ± 0.25 mm
- scintillator surface: all surfaces polished
- surface treatment: large surfaces (30 mm x 330 mm) as-cast, side surfaces (6 mm x 30 mm and 6 mm x 330 mm) diamond-milled.

Wavelength shifter plastic (WLS)

Optical properties of the WLS:

- wavelength of maximum absorption: 420-427 nm
- wavelength of maximum emission: 490-494 nm
- decay time: 8.5-12 ns
- bulk light attenuation length: 400 cm
- concentration of the fluorescent dye: 3x.

Properties of the WLS material:

- polymer base: polyvinyltoluene, PVT
- refractive index: 1.58-1.59
- density: 1.023-1.030 g/cm³
- softening point: equal to or greater than 70°C.

Technical requirements:

- quantity: 2452 pieces
- WLS shape: cuboid
- dimensions of each piece: 3 mm thick, 6 mm wide, 108 mm long
- thickness dimension tolerance: ± 0.38 mm
- length and width dimension tolerance: ± 0.25 mm
- WLS surface: all surfaces polished
- surface treatment: large surfaces (6 mm x 108 mm) as-cast or as-pressed, side surfaces (3 mm x 6 mm and 3 mm x 108 mm) diamond-milled .

Guarantee – min. 6 months

Annex No. 1 to the Invitation

TENDER FORM

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

Name (Company) of the Contractor -

.....,

Registered office -

.....,

Address for correspondence -

.....,

Tel. -; fax -

E-mail:

NIP (Tax ID) –; REGON (Business Registry Number) –
.....;

With reference to the Invitation to tender for the delivery of a scintillator and WLS for total-body J-PET for the Marian Smoluchowski Institute of Physics of the Jagiellonian University, we hereby submit the following tender:

- 1) we offer to perform the entire subject matter of the contract for the total net amount ofPLN*/, EUR*/, USD*, whereas the given price includes all the costs indicated in point 8) 1. of the Invitations.
- 2) we offer to perform the subject of contract within the time limits indicated in the Invitation and in the annexes to the Invitation,
- 3) we offer a payment period of up to 30 days from the delivery of the invoice, in line with the requirements set out in the Invitation,
- 4) we hereby declare that we have acquainted ourselves with the contents of the Invitation to Tender, in particular the Template Contract contained therein and the description of the subject of contract with annexes, and we acknowledge that we are bound by the requirements and rules of procedure specified therein,
- 5) we declare that we consider ourselves bound by this tender for a period of 30 days from the date of its opening,
- 6) we declare that we offer to perform the subject of contract in a manner compliant with the requirements and conditions specified by the Contracting Authority in the Invitation,
- 7) we declare that we have complied with the information obligations provided for in Article 13 or Article 14 of Regulation EU 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC with respect to the natural persons from whom we have directly or indirectly obtained personal data for the purpose of applying for a public contract in this procedure,
- 8) we declare that we are not subject to exclusion from the procedure pursuant to Article 7(1) of the Act of 13 April 2022 on special solutions to counteract support for aggression against Ukraine and to protect national security (Journal of Laws of 2022, item 835), i.e.:

Invitation to tender for the selection of a selection of a Contractor for the delivery of a scintillator and WLS for total-body J-PET for the Marian Smoluchowski Institute of Physics of the Jagiellonian University.

Case no.: 80.272.436.2022

- we are not a contractor included in the lists set out in Regulation 765/2006 and Regulation 269/2014 nor included in the list on the basis of a decision on inclusion in the list in connection with the application of the measure referred to in Article 1(3) of the aforementioned 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, item 593 and 655) is a person entered on the lists set out in Regulation 765/2006 and Regulation 269/2014 or entered on the list or being such a beneficial owner as of 24 February 2022, provided that he or she has been listed on the basis of a decision on inclusion in the list in connection with the application of the measure referred to in Article 1(3) of the aforementioned Act;
 - we are not a contractor whose parent entity, within the meaning of Article 3(1)(37) of the Accounting Act of 29 September 1994 (Journal of Laws of 2021, item 217, 2105 and 2106), is an entity entered on the lists set out in Regulation 765/2006 and Regulation 269/2014 or entered on the list or being such a parent entity as from 24 February 2022, provided that it has been listed on the basis of a decision on inclusion in the list in connection with the application of the measure referred to in Article 1(3) of the aforementioned Act;
- 9) The person authorised to contact the Contracting Authority in respect of the submitted tender and in matters relating to the possible execution of the Contract is:, e-mail address:, tel.: (*can be completed optionally*)
- 10) the tender consists of* pages numbered consecutively.
- 11) Annexes to the Tender Form:
- Annex No. 1 - Contractor's Declaration
 - Other:.....

Please note! Dotted spaces and/or spaces marked with “*” in the Template Tender Form and its annexes shall be filled in or crossed out by the Contractor as appropriate to the content

Place.....on the

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

(Company stamp of the Contractor)

DECLARATION

By submitting a tender for the selection of a Contractor for the delivery of a scintillator and WLS for total-body J-PET for the Marian Smoluchowski Institute of Physics of the Jagiellonian University, I declare that the prerequisites described in section 9) sub. 9 of the "Invitation to Tender" resulting in rejection of tender do not apply.

Place on the

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

Appendix No. 2 to the tender form

(Contractor's company seal)

CALCULATION OF THE TENDER PRICE

	Net unit price	quantity	The net value
Plastic scintillator		1570	
Wavelength shifter plastic (WLS)		2452	
Transport + insurance		1	

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



Appendix No. 2 to the Invitation

PROJECT PROVISIONS OF THE CONTRACT 80.272.436.2022

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 " Contracting Authority ", 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 2022, item 1710, as amended) and the Civil Code of 23 April 1964 (i.e. Journal of Laws 2022, item 1360, as amended), the following Agreement has been concluded:

§ 1

1. The Contracting Authority entrusts, and the Contractor accepts, the delivery of a scintillator and WLS for total-body J-PET for the Marian Smoluchowski Institute of Physics of the Jagiellonian University, ul. prof. St. Łojasiewicza 11, 30-348 Kraków.
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 Contracting Authority is Mr./Ms. ..., phone ..., e-mail: ... or another person from the above mentioned organizational unit of the Jagiellonian University, indicated by the Contracting Authority, while on behalf of the Contractor - Mr./Ms. ... , phone ..., e-mail: ...
5. The Contractor undertakes to complete the order within 6 months, counting from awarding the contract, i.e. conclusion of the contract.
6. The Contracting Authority 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 Contracting Authority, 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 Contracting Authority 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

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. For the performed and accepted subject matter of the contract the Contracting Authority shall pay to the Contractor the total remuneration in the amount of PLN net (in words net: PLN), which, after adding the vat rate due in the amount of% gives the gross amount: PLN (in words: PLN).¹
For the performed and accepted subject matter of the contract the Contracting Authority shall pay to the Contractor the total remuneration in the amount of EUR net (in words net: EUR). *
For the performed and accepted subject matter of the contract the Contracting Authority shall pay to the Contractor the total remuneration in the amount of USD net (in words net: USD). *
3. The amount of net remuneration shall be increased by an appropriate amount of VAT* or VAT tax due on the amount of remuneration will be covered by the Contracting Authority on the account of the relevant Tax Office in case a tax obligation of the Contracting Authority occurs in accordance with the VAT tax regulations. *
4. 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.
5. The remuneration referred to in paragraph 2 above will be paid after the delivery of the entire subject matter of the contract.
6. The Contracting Authority is a VAT taxpayer and has a NIP number 675-000-22-36.
7. 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 (RP).
8. In the event that the Contracting Authority 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 Contracting Authority 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, 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 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 Contracting Authority, together with a signed no claims acceptance protocol of the subject matter of the Contract.
3. The invoice shall be issued as follows:
Jagiellonian University, ul. Gołębia 24, 31-007 Krakow.
NIP [TAX IDENTIFICATION NUMBER]: PL 675-000-22-36, REGON: 000001270
and be marked with a note as to which of the Contracting Authority's Units the contract was completed for.
4. 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:

¹ Depending on the bid W zależności od oferty.

5. The remuneration due to the Contractor shall be paid by transfer from the Contracting Authority 's bank account to the Contractor's bank account indicated in the invoice, subject to items 15 and 16 below.
6. The place of payment is the Contracting Authority 's Bank, and the payment takes place upon the Contracting Authority 's issuing a transfer order.
7. 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 2022, item 931, as amended).
8. If the Contractor's bank account is not disclosed on the "White List", the Contracting Authority 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.
9. If the Contractor is registered as an active VAT payer, the Contracting Authority 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 2022, item 931, 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.
10. 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 Contracting Authority 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 Contracting Authority '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 Contracting Authority 's rights resulting from the provisions on warranty for defects of the subject of the Contract.
3. The Contractor shall **give a ... months 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 along with appendices. 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 excluding consumables. 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 Contracting Authority 's headquarters, and if this is technically impossible, all organizational activities and costs associated with providing warranty service outside the Contracting Authority '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 Contracting Authority 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 Contracting Authority .
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 6 hereof.
9. The Contracting Authority 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 Contracting Authority , as confirmed by a signed no claims acceptance protocol, whereas if the Contracting Authority 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. The Contracting Authority 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 Contracting Authority 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 he 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 Contracting Authority , not exceeding 7 days;
 - 2.5 learn about the occurrence of major financial difficulties at the Contractor, in particular the occurrence of bailiffs' seizures or other activities of authorized bodies with a total value exceeding PLN 200,000.00 (in words: two hundred thousand zlotys 00/100).

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 Contracting Authority 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 Contracting Authority 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 Contracting Authority shall be entitled to withdraw partially or completely. The Contracting Authority 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 Contracting Authority a contractual penalty in the following amount in the case of:
 - 2.1 withdrawal from the Contract due to circumstances beyond the Contracting Authority'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 along with appendices, or which does not ensure achievement of the required parameters, functionality and scope resulting from the Invitation along with appendices.
 - 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 20% 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 Contracting Authority for removal of defects, but not more than 20% 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 6 hereof or in a written statement of the Parties; not more than 20% of gross remuneration determined in § 3 item 2 hereof.
3. The Contracting Authority shall pay the Contractor a contractual penalty in the event of withdrawal from this Contract by the Contractor for reasons attributable solely to the Contracting Authority, 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 Contracting Authority 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 Contracting Authority, 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, state of epidemiological emergency, 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 Contracting Authority'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 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 2022, item 1360, 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 ², 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 Contracting Authority '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.

The Contracting Authority shall:

Contractor:

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