


<p style="text-align: center;"><b>JAGIELLONIAN UNIVERSITY</b> <b>PUBLIC PROCUREMENT DEPARTMENT</b> ul. Straszewskiego 25/3 &amp; 4, 31-113 Kraków tel. +48 12 663-39-03, e-mail: <a href="mailto:bzp@uj.edu.pl">bzp@uj.edu.pl</a> <a href="http://www.uj.edu.pl">www.uj.edu.pl</a> <a href="http://www.przetargi.uj.edu.pl">www.przetargi.uj.edu.pl</a></p>	
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Kraków, dnia 19.12.2022 r.

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

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

1. Jagiellonian University, ul. Gołębia 24, 31-007 Krakow.

**2. Unit managing the case:**

2.1 JU Public Procurement Department, ul. Straszewskiego 25/3 & 4, 31-113 Krakow;

2.1.1 phone +48 12-663-39-03

2.1.2 e-mail: [bzp@uj.edu.pl](mailto:bzp@uj.edu.pl)

2.1.3 website: [www.uj.edu.pl](http://www.uj.edu.pl)

2.1.4 information and notices are published at: [www.przetargi.uj.edu.pl](http://www.przetargi.uj.edu.pl)

**2) Contract award procedure.**

1. The procedure for the award of a contract in the 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 contract concerns the selection of a Contractor for the delivery of a traffic and behavioural analysis system to the Institute of Zoology and Biomedical Research, Jagiellonian University, Gronostajowa 9, 30-387 Krakow.
2. The contract is financed under the project: „*Porphyromanas gingivalis* jako czynnik wywołujący zapalenie mózgu i neurodegenerację – badania na modelu danio przegowanego”.
3. A detailed description of the subject of contract is contained in Annex A to this Invitation.
4. On-the-job training will be provided at the system installation site. The training is intended for 3 persons (users) for 1 day.
5. The subject of contract must be properly secured against any damage during transport and insured.
6. The warranty is valid for a minimum of 24 months. The warranty coverage also includes the cost of any inspections necessary during the warranty period, as long as they are required to maintain the warranty.
7. Designation of the subject of contract according to the code of the Common Procurement Vocabulary: CPV: 3843000-8 - Detection and analysis apparatus; 38500000-0 - Inspection and testing apparatus.
8. Submission of equivalent tenders - the subject of the contract has been described in a precise and comprehensible manner. Where reference is made in the Invitation, to proprietary names, types, models, symbols, etc., these shall be understood as a reference to the reference product.
  - 8.1. The possible indication in the text of Annex A to the Invitation of proprietary names, trademarks, patents or places of origin of the described subject of the contract shall only specify the preferred quality and level of technical and/or functional-utility parameters in which the

contracting authority is interested. Therefore, it is expressly emphasised that the aforementioned names, trademarks, patents or places of origin shall be accompanied by the notation "or equivalent".

#### **4) Contract fulfilment deadline**

1. The Contractor is obliged to perform the contract **within 4 months from the date of contract award (conclusion of the agreement)**.

#### **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. Communication exclusively in electronic form to the following e-mail address: [joanna.marzeda@uj.edu.pl](mailto:joanna.marzeda@uj.edu.pl)
2. 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.
3. 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.
4. The authorised person for purposes of communication with Contractors regarding formal and practical matters is Joanna Marzęda, e-mail: [joanna.marzeda@uj.edu.pl](mailto:joanna.marzeda@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. Description might be in English.
3. A tender and its appendices forming an integral part thereof shall be prepared by the Economic Operator in accordance with the provisions of this Invitation, i.e. in accordance with the content of the tender form and its appendices included in this Invitation in Polish or in English.
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 Polish zlotys (PLN)
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 2022, item 1233, 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 **28.12.2022 r. by 10:00 o'clock**, in electronic form via e-mail to the following address [joanna.marzeda@uj.edu.pl](mailto:joanna.marzeda@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: **Tender for the selection of a Contractor for the delivery of a traffic and behavioural analysis system, case No. 80.272.451.2022.**

**8) Description of the method of price calculation.**

1. The bid price shall be stated in Polish zlotys (PLN) or in Euros (EUR) and shall be calculated on the basis of an individual calculation of the Economic Operator, taking into account his experience and professional knowledge, as well as all costs necessary for the execution of the subject matter of the contract, discounts, rebates, etc., which the Economic Operator intends to grant.
2. For the purpose of evaluating and comparing tenders in the case of tenders from Contractors resulting in a tax obligation on the part of the Contracting Authority, in accordance with the provisions of the Act of 11 March 2004 on Value Added Tax (consolidated text, Journal of Laws 2022 item 931 as amended), the Contracting Authority shall add VAT to the prices indicated. This applies to intra-Community acquisition of goods (Article 17(1)(3) of the VAT Act), import of goods (Article 17(1)(1) of the VAT Act) or import of services (Article 17(1)(4) of the VAT Act) in case of Contractors from outside the territory of the Republic of Poland.
3. No price adjustments are envisaged, with the calculated price being the lump sum price for the entire subject of contract.
4. No prepayments or advances are to be made in respect of the subject of contract and payment will be made in accordance with the provisions of the Contract.
5. In the case of submitting bids in euro (EUR), for the purpose of comparison of bids, the Client 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 publishing of the Invitation.

**9) Description of 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.

**Gross price for the entire contract - 100%.**

1.1. 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<sub>naj</sub> – the lowest price among valid tenders,

C<sub>o</sub> – 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.

2. All calculations are rounded up to two decimal places.
3. The Contractor's tender with the highest number of points will be considered the most advantageous.
4. 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.
5. 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.

6. 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.
7. 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.
8. The Contracting Authority will reject tenders submitted by:
  - 8.1. A Contractor which is a natural person who has been finally convicted of an offence:
    - 8.1.1. 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,
    - 8.1.2. involving trafficking in human beings as referred to in Article 189a of the Criminal Code,
    - 8.1.3. 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,
    - 8.1.4. 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,
    - 8.1.5. of a terrorist nature, as referred to in Article 115 § 20 of the Criminal Code, or with the aim of committing this offence,
    - 8.1.6. 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),
    - 8.1.7. 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,
    - 8.1.8. 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;
  - 8.2. 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 8.1.);
  - 8.3. 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;
  - 8.4. a Contractors who has been legally banned from competing for a public contract;
  - 8.5. 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;
  - 8.6. 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.
  - 8.7. 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.

9. 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.
10. 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:
  - 1.1. 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;
  - 1.2. 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);
  - 1.3. declaration of no grounds for exclusion - Article 7(1) of the Act of 13 April 2022 on special solutions to prevent support for aggression against Ukraine and to protect national security (Journal of Laws of 2022, item 835) - in case of contractors jointly applying for the contract the declaration shall be submitted by each of them.
2. The selected Contractor shall be obliged to conclude the Contract at a date and place designated by the Contracting Authority.

#### **12) Contract Template - Appendix No. 2 to the Invitation**

#### **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](mailto: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. 80.272.451.2022*.
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) Appendixes to the Invitation:**

Appendix A - Description of the Subject of Contract

Appendix No. 1 – Tender Form;

Appendix No. 2 –Contract Template

## Appendix A to the Invitation

### DESCRIPTION OF THE SUBJECT MATTER OF THE CONTRACT Specification of the system for tracking and behavior analysis

General purpose tracking system, suitable for many behavioral paradigms with software and hardware including software and hardware

#### A. Software parameters:

- Modular and scalable software
- Software allows quality check of actual data by time-based comparison of data and video material, up to single sample points.
- Software allows correction of missing and incorrect samples
- Software allowing to obtain at least of the following data on tracked objects: speed, distance travelled, time spent in or out of zone, average speed.
- Well-designed, modern and integrated user interface with clear workflow guidance throughout the experiment.
- Built-in templates for a variety of species including rats, mice, fish, arthropods and paradigms including at least ten different mazes for mice and three different mazes for adult zebrafish.
- Floating license model, protected with a hardware key or digital license server
- Unlimited number of free analysis licenses
- External interfaces, APIs and SDK available
- Detailed functional and technical documentation available – elaborate manuals and online help describing tracking methods, analysis parameters and other functionality
- Built-in video tutorial
- Minimum of six data acquisition methods: gray scaling, static subtraction, dynamic subtraction, differencing, color marking and pixel change
- Possibility to track live and from pre-recorded video
- At least three track smoothing algorithms available – Lowess, minimal distance moved, maximum distance moved
- Built-in trial list with independent variables, for experiment planning
- Fully automatic start and stop of trials possible, for high-throughput testing
- Availability of automatic behavior detection add-on modules for mice and rats

- Deep learning algorithms for nose point tracking in rodents under difficult conditions
- Availability of add-on modules to track multiple individuals in the same arena, with nose point and tail base. Analysis features include proximity, net weighted movement, speed of moving to and from each other
- Availability of add-on module to interact with external hardware through TTL and other commands, triggered by the animal's detected behaviors. Visual scripting language for protocols.
- Ability to define custom output parameters with Javascript, integrated with other visualization and analysis functionality
- Availability of an add-on module to integrate and analyze physiological data
- Visualization of all data and video in one synchronized view, with built-in screen recording option for presentation purposes
- Visualization of multiple tracks in three dimensions, with color as an indicator of speed or other dependent variables
- Heat maps visualization
- Efficient analysis of large numbers of trials
- Persistent and re-usable data selection profiles to filter acquired data based on complex combinations of independent and dependent variables
- Persistent and re-usable analysis profiles defining selections of output statistics for various purposes

## **B. Hardware parameters**

- Pre-installed, 100% compatible and tested hardware set consisting of computers, cameras and other equipment for behavioral tests on adult and larval zebrafish. Support and warranties on the complete setup.
- System 100% compatible with software described in section A
- Active and accurate temperature control available, keep temperature within 0.5 degrees from specified value (with Temperature Control Unit)
- Temperature is measured in the water basin, inside the device
- System for monitoring of fish in visible light and infrared
- Minimal vibrations due to turning lid with friction joint
- Camera less than 30 cm from object without parallax problems or occlusions in 96 well plates
- Reliable tracking, less than 2% missing samples under standard conditions.



**C. Additional requirements:**

- Service available during and after warranty. The warranty is valid for **a minimum of 24 months**
- The warranty covers the costs necessary during the servicing period.
- The contract must be completed **within 4 months from the date of contract award**
- Delivery includes insurance, transport, installation and training from the use of the system
- The training from the use of the system intended **for 3 persons (users) for 1 day**.

**Annex No. 1 to the Invitation**

**TENDER FORM**

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**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

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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 selection of a Contractor for the delivery of a traffic and behavioural analysis system to the Institute of Zoology and Biomedical Research, Jagiellonian University in Krakow, we hereby submit the following tender:

- 1) we offer to perform the entire subject matter of the contract for the total net amount of ..... PLN\*, EUR\*, whereas the given price includes all the costs indicated in point 8) 1. of the Invitations,
- 2) we offer warranty valid for a minimum of 24 months on the basis indicated in the Invitation and in the annexes to the Invitation,
- 3) we offer to perform the contract within 4 months from the date of contract award (conclusion of the agreement),
- 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 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,
- 7) 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.:
  - 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;
- 8) I declare to be (**please select from the list**): a micro company; a small company; a medium-sized company; a sole trader; a natural person not running a business; other type, (which).....
- 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.: .....
- 10) Annexes to the Tender Form:
- Annex No. 1 - Contractor's Declaration
  - Annex No. 2 - Declaration List of subcontractors;
  - KRS or CEiDG - if data to publicly available databases is not given; power of attorney - if the tender is signed by a proxy
  - 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 .....

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

**Annex No. 1 to Tender Form**

(Company stamp of the Contractor)

**DECLARATION**

By submitting a tender for the selection of a Contractor for the delivery of a traffic and behavioural analysis system to the Institute of Zoology and Biomedical Research, Jagiellonian University in Krakow,

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 .....

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

**Annex No. 2 - Declaration List of subcontractors**

(Company stamp of the Contractor)

**DECLARATION  
(list of subcontractors)**

We declare that:

- we entrust\* the following subcontractors with the execution of the following parts (scope) of the contract

1. subcontractor (provide full name/company, address, and depending on the entity: NIP/PESEL, KRS/CEiDG) - .....  
scope of the contract:  
.....

2nd Subcontractor (provide full name/company, address, and depending on the entity: NIP/PESEL, KRS/CEiDG) - .....  
scope of the contract:  
.....

we do not entrust\* any part (scope) of the contract to subcontractors

(if the Contractor does not cross out any of the above options, the Contracting Authority will consider that he/she is not entrusting any work covered by this contract to subcontractors)

Place ..... on the .....



## **TEMPLATE CONTRACT 80.272.451.2022**

concluded in Kraków on ..... 2022 between:

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

1. .... – ..... Jagiellonian University, with the financial countersignature of the Jagiellonian University Bursar, and ....., entered in the National Court Register kept by the Court ....., under the entry number: ....., NIP (Tax ID): ....., REGON (National Business Registry Number): ....., hereinafter referred to as the “Contractor”, represented by:
  1. ....

*As a result of the invitation to tender procedure based on Article 11(5)(1) of the Act of 11 September 2019 on 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) the following Contract was concluded:*

### **§ 1 The subject of Contract**

1. The subject of Contract is selection of a Contractor for the delivery of a traffic and behavioural analysis system to the Institute of Zoology and Biomedical Research, Jagiellonian University in Krakow.
2. The Contractor shall be obliged in particular to perform the following accompanying services, i.e:
  - 2.1. transport, delivery, bringing, assembly, commissioning of the device at the place indicated by the Contracting Authority in the area of the Institute of Zoology and Biomedical Research of the Jagiellonian University, ul. Gronostajowa 9, 30-387 Krakow;
  - 2.2. providing on-the-job training for 3 persons of the Contracting Authority’s staff at the system installation site. The training is intended for 3 persons (users) for 1 day.
3. Delivery, including the provision of accompanying services, must take place on working days from 7.30 a.m. to 3.30 p.m., whereby for the purposes of this agreement, working days shall be considered as days from Monday to Friday, excluding public holidays within the meaning of Articles 1 and 1a of the Act on Public Holidays of 18 January 1951 (consolidated text, Journal of Laws 2020 item 1920).
4. The Contractor declare to perform the contract within 4 months from the date of contract award (conclusion of the agreement).
5. The Contract is being implemented as a part of the project “„*Porphyromanas gingivalis jako czynnik wywołujący zapalenie mózgu i neurodegenerację – badania na modelu danio przegowanego*”.
6. Detailed description of the subject of Contract is included in Appendix to this Invitation.
7. The documentation of the proceedings constitutes an integral part of the Contract and includes: Invitation with annexes and the Contractor's tender dated ..... 2022.
8. The Contractor shall be fully liable, both financially and legally, for any damage caused to the Contracting Authority, as well as to third parties, by the act or omission of the Contractor or the persons it engages in the execution of this Contract.
9. Subcontracting a part of the contract to subcontractors does not change the Contractor's obligations to the Contracting Authority for the performance of that part of the contract. The Contractor is taking responsibility for the acts, failures and negligence of subcontractors and their employees to the same extent as if they were his own acts, failures or negligence.

## § 2

1. The Contracting Authority commissions and the Contractor undertakes to carry out all the necessary activities for the performance of the subject of contract specified in § 1, and in particular undertakes to comply with the rules specified in the Invitation to Tender regarding the manner and form of performance of services.
2. The Contractor declares that:
  - 2.1 it has the appropriate knowledge, experience and human resources to perform the subject of contract,
  - 2.2 it shall perform the subject of contract by the agreed deadlines with due diligence, taking into account the professional nature of its business,
  - 2.3 it guarantees due performance of all work required to fulfil the provisions of this contract.
3. The subject of contract shall be carried out by the Contractor using its own resources / using its own resources and with help of subcontractors <sup>1</sup> ....
4. The Contractor declares that the supplied equipment constituting the subject of this contract is brand new (i.e. not reconditioned, not repaired, not fabricated, not used in previous implementations, coming from current production), complete (in particular with all components, parts, materials necessary for commissioning and use), its purchase and use for its intended purpose, does not infringe the law, including the rights of third parties, and in terms of safety conforms to CE standards for the safety of electrical equipment.
5. Within this contract and the resulting remuneration of the Contractor as indicated in § 3 item 2 of the contract, the Contracting Authority acquires the irrevocable and indefinite right to use all software necessary for the proper functioning of the subject of the contract to the extent indicated in Article 75 item 2 of the Act of 4 February 1994 on copyright and related rights (consolidated text, Journal of Laws 2021 item 1062 as amended), i.e. in the following fields of exploitation:
  - 5.1. to make a backup copy if this is necessary for the use of the computer program. Unless otherwise specified in the contract, this copy may not be used at the same time as the computer program;
  - 5.2. observing, examining and testing the functioning of a computer program in order to learn its ideas and principles by a person having a right to use of the computer program if, being entitled to do so, he does so in the course of introducing, displaying, using, transmitting or storing the computer program;
  - 5.3. a reproduction of the code or a translation of its form within the meaning of Article 74, Paragraph 4, Items 1 and 2 of the aforementioned Act, if this is necessary to obtain the information necessary to achieve the interoperability of the independently created computer program with other computer programs, provided that the following conditions are met:
    - 5.3.1 these acts are carried out by the Contracting Authority or another person entitled to use a copy of the computer program or by another person acting on their behalf,
    - 5.3.2 the information necessary to achieve the interaction has not previously been readily available to the persons referred to in paragraph 5.3.1,
    - 5.3.3 those acts shall relate to those portions of the original computer program which are necessary to achieve interoperability.
6. The Contractor shall grant a non-exclusive licence, i.e. the right to use the software to the extent indicated in item 5 of this paragraph of the contract, upon signing of an unqualified acceptance protocol and payment of the remuneration referred to in § 3 item 2 of the contract, without the need for an additional declaration of intent by the Parties.
7. On acceptance, the Contractor shall also provide the Contracting Authority with copies of the software which, as of the date of granting the aforementioned licence, are the property of the Contracting Authority, in installation versions or indicate the website address from which the aforementioned software may be downloaded.

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<sup>1</sup> Delete as appropriate.

### § 3 Remuneration

1. The amount of remuneration to be paid to the Contractor for the performance of the subject of contract was determined on the basis of the Contractor's tender.
2. For the performed and accepted subject matter of the contract the Client 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).<sup>2</sup>

For the performed and accepted subject matter of the contract the Client shall pay to the Contractor the total remuneration in the amount of ..... EUR net (in words net: ..... EUR). \*

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 Client on the account of the relevant Tax Office in case a tax obligation of the Client occurs in accordance with the VAT tax regulations. \*
4. The Contracting Authority is a VAT-payer and has a tax identification number (NIP): 675-000-22-36.
5. The Contractor is a VAT-payer and has a tax identification number (NIP): ..... or is not a VAT-payer in the territory of the Republic of Poland.
6. Remuneration to which the Contractor is entitled for the execution shall be the product of the price indicated in paragraph 2, including costs of delivery, insurance, lifting, installation and launching of the apparatus as well as the training from the use of the system intended for the Contracting Authority' staff.
7. The VAT due on the amount of remuneration shall be paid by the Contracting Authority to the account of the competent Tax Office in the event that the Contracting Authority has a tax obligation pursuant to the Value Added Tax regulations.

### § 4

1. The Contractor shall receive the remuneration after completion the entire subject of contract confirmed by signing an acceptance report and upon submission of a correctly issued invoice to the registered office of the Contracting Authority mentioned in § 1 item 2 of the Contract
2. The deadline for payment of a partial invoice for the completed and accepted subject of contract shall be set at 30 days from the date of delivery of a correctly issued invoice to the Contracting Authority.
3. The invoice should be issued using the following details:  
**Uniwersytet Jagielloński, ul. Gołębia 24, 31-007 Kraków,**  
**NIP: PL675-000-22-36**  
and feature a note as to which Contracting Authority Unit the contract was performed for.
4. The day of acceptance shall be the day on which the Contractor actually performs the activities comprising the subject of the contract, which shall be recorded in the acceptance protocol.
5. The Parties agree that the Contracting Authority will document defects/damage, in particular by photographing them. This applies in particular to defects and damage caused during delivery (transport).
6. If any defects are found in the completed subject of the contract, the Contractor undertakes to replace them free of charge or remove the defects at the place of use of the subject of the contract within the period agreed by the Parties.
7. If the subject of the contract arrives at the Contracting Authority damaged or defective, the Contracting Authority shall indicate the damage or defects in the protocol, but such an acceptance protocol does not confirm the fulfilment of the contract and does not constitute grounds for payment of remuneration to the Contractor, unless the Contracting Authority expressly indicates otherwise in the protocol.
8. The delivery of the subject of the contract may not take place in parts. The acceptance protocol of the subject of the contract may be signed after the subject of the contract has been delivered in its

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<sup>2</sup> Depending on the bid W zależności od oferty.



- entirety to the Contracting Authority and after it has been ascertained that there are no visible defects and that the accompanying services have been performed.
9. The acceptance protocol of the subject of the contract shall be signed upon its complete delivery to the Contracting Authority together with the warranty card, operating and exploitation manual in English or Polish in electronic or paper version, technical documentation of the subject of the contract and, if required by the provisions of the contract, the Invitation or Annex A to the Invitation, certificates or other documents, followed by the commissioning of the operable equipment.
  10. An acceptance protocol of the subject matter of the contract shall be drawn up with the participation of authorised representatives of the Parties, after verifying the compliance of the performance of the subject of the contract with the terms of the Contract, the Invitation with annexes, Contractor's tender and the performance of accompanying services.
  11. The Contracting Authority shall perform the acceptance of the entire subject of the contract within 5 working days from the date of receiving a written notice from the Contractor, provided that the subject of the contract is free from defects.
  12. Signing of the acceptance protocol does not exclude the Contracting Authority's claims for improper performance of the contract, in particular in the case of discovering defects in the subject of the contract by the Contracting Authority after the acceptance.
  13. Delivery of the equipment comprising the subject of the contract shall not be equivalent to commissioning. A protocol of acceptance of the subject of the contract for operation may only be signed after the subject of the contract has been duly executed.
  14. The representatives indicated in § 9 item 1.1 of the contract are authorized to carry out the acceptance of the subject of the contract on behalf of Contracting Authority.
  15. The representatives indicated in § 9 item 1.2 of the contract are authorized to participate in acceptance procedures of the subject of the contract on behalf of Contractor.
  16. The remuneration due to the Contractor shall be payable by transfer from the Contracting Authority's account, to the Contractor's bank account indicated in the invoice /bill, subject to points 21 and 22 below.
  17. The place of payment shall be the Contracting Authority's Bank and the date of payment shall be the date of transfer order on the Contracting Authority's account.
  18. The Contractor shall not be entitled to transfer, assign, pledge to third parties its rights, receivables and obligations under this Contract without prior written consent of the Contracting Authority.
  19. If the Contractor issues 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 partnerships (consolidated text, Journal of Laws 2020 item 1666 as amended) via the Electronic Invoicing Platform available at: <https://efaktura.gov.pl/>, in the "reference" field the Contractor shall enter the following email address:  
.....
  20. The Contractor shall be obliged to indicate on the invoice the account number that has been disclosed in the list of entities registered as VAT taxpayers, not registered and deleted and restored to the VAT register kept by the Head of the National Fiscal Administration (hereinafter: "White list" " – indicated in Article 96b item 1 of the Act of 11 March 2004 on Goods and Services Tax (consolidated text, Journal of Laws 2022, item 931, as amended).
  21. 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.
  22. In the event that 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 indicated in Article 108a(2) of the Act of 11 March 2004 on Goods and Services Tax (consolidated text, Journal of Laws 2022 item 931 as amended). The provisions of sentence 1 shall not apply if the subject of contract constitutes an exempt transaction or is subject to a 0% VAT rate.
  23. The Contractor confirms that the bank settlement account disclosed in the invoice is used by the Contractor for the purpose of settlements for its business activity, for which a VAT account is maintained.

## § 5

1. The Contractor is obliged to perform the subject 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 of the 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 24 month warranty for the subject of the contract, counting from the date of contract performance, i.e. from the date of acceptance of the subject of the contract, as confirmed by a acceptance protocol with no claims, taking into account the provisions concerning the warranty terms resulting from the Invitation. Under the warranty, the Contractor shall be obliged, among others, to perform free of charge (included in the offer price) current maintenance, service and inspections, resulting from the warranty terms and to repair the subject matter of the contract during the warranty period. The Contractor warrants all equipment, components, subassemblies, and other items included in the subject matter of the contract or services purchased by the Contractor from third parties. The warranty shall cover faults, material and structural defects, as well as failure of the supplied equipment to meet the functional requirements declared by the Contractor. All costs associated with warranty performance shall be paid by the Contractor.
4. The warranty shall be provided by the manufacturer or its authorized service or persons at the Contractor's expense at the seat of the Contracting Authority's, and if this is technically impossible, all organizational activities and costs associated with providing warranty service outside the seat of the Contracting Authority's shall be covered by the Contractor.
5. If any defects are found in the completed subject of the contract, the Contractor undertakes to replace them free of charge or remove the defects on the terms and in the manner specified in the wording of the guarantee document (guarantor's declaration) indicated in paragraph 2 above, subject to the provisions of this paragraph of the contract.
6. If any defects are found in the completed subject of the contract, the Contractor undertakes to replace them free of charge or remove the defects at the place of use of the subject of the contract within the period agreed by the Parties but not longer than 30 days, 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. In the event that specialised spare parts have to be brought in, this period shall not exceed 42 days, unless the Parties agree to extend the repair period on the basis of an appropriate necessity report.
7. The Contractor guarantees the highest quality of the delivered subject of the contract in accordance with the technical specification. Liability under the warranty covers both defects 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.
8. The warranty period shall begin on the day following the acceptance of the subject of the contract, whereas in the case of replacing a defective subject 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.
9. 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.
10. 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 of the contract.

11. Within the framework of exercising rights under the warranty for physical defects of the item, in particular in the case of defective installation of the subject of the contract by the Contractor, the Contracting Authority shall demand its disassembly and reassembly after its replacement with a defect-free one or after removal of the defect. If the Contractor fails to comply with this obligation, the provisions of item 12 of this section hereof shall be applied accordingly.
12. In the event that the Contractor fails to comply with the provisions of the warranty liability or fails to comply with the above rules, the Contracting Authority shall be entitled to remove the defects (faults) by way of repair at the Contractor's risk and expense, while retaining other rights under the contract. In such cases, the Contracting Authority has the right to engage another entity to remove the defects (faults) and the Contractor is obliged to cover the related costs within 14 days from the date of receiving the request with proof of payment.
13. 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.
14. The terms of the guarantee shall not require the Contracting Authority to keep the packaging in which the equipment was delivered. The Contracting Authority may remove the packaging of the equipment after delivery, which will not void the warranty, and the delivered equipment, despite the absence of packaging, will be subject to the warranty service.

## § 6

1. The Parties reserve the right to claim contractual penalties for non-compliance with this contract or improper performance of obligations hereunder.
2. The Contractor shall, subject to paragraph 4 of this section, pay the Contracting Authority a contractual penalty in the following amount in the event of:
  - 2.1. withdrawal from the contract for reasons attributable solely to the Contractor in the amount of 10% of the maximum gross remuneration specified in § 3(2) of the contract;
  - 2.2. not performance or improper performance of the contract, each time in the amount of 10% of the maximum gross remuneration specified in § 3(2) of the contract. The term "*improper performance of the contract*" shall be understood as a performance of the contract which is inconsistent with the rules established by the Contracting Authority in the contents of the Invitation and the Annexes and this contract, or which does not ensure achievement of the required parameters, functionality and scope resulting from the Invitation;
  - 2.3. failure to provide on-the-job training as specified in § 1, section 2.2 of the contract in the amount of PLN 2,000.00 (in words: two thousand zloty);
  - 2.4. delay in the performance of the subject of contract in the amount of 0.2% of the maximum gross remuneration specified in § 3 item 2 of the agreement for each day of delay, starting from the day following the final deadline for the performance of the subject of contract, determined in § 1 item 4 hereof; not more than 10% of the maximum gross remuneration determined in § 3 item 2 hereof;
  - 2.5. delay in removal of defects in the subject of the contract found during acceptance - in the amount of 0.2% of the maximum 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 10% of gross remuneration determined in § 3 item 2 hereof;
  - 2.6. delay in removal of defects identified during the warranty period - in the amount of 0.2% of the maximum 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 10% of the maximum 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, with the exception of the circumstance indicated in § 7 item 3 hereof, in the amount of 10% of the gross remuneration determined in § 3 item 2 hereof.
  4. The Parties may claim damages in excess of the stipulated contractual penalties in line with general legal provisions, whereby the contractual penalties referred to in subclauses 2 and 3 shall be counted towards the said supplementary damages claimed by the respective Contractual Party.
  5. The sum of the contractual penalties shall not exceed 30% of the maximum gross remuneration determined in § 3 item 2 of this hereof.
  6. The provisions of the contract regarding the accrual of contractual penalties shall not apply to conduct of the Contractor not directly or indirectly related to the subject of the contract or its proper execution. The Contractor shall not be liable for circumstances for which the Contracting Authority is solely responsible
  7. The claim for the payment of contractual penalties shall become due as from the day following the day on which the facts specified in this contract, constituting the basis for their accrual, occurred.
  8. 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,
  9. Payment of contractual penalties shall not relieve the Contractor of the obligation to continue to provide the services in accordance with the provisions of this contract.

## § 7

1. In addition to the cases set out in the Civil Code, the Parties shall have the right to withdraw from this Contract within the term of its execution, in the cases set out in item 2.
2. The Contracting Authority may withdraw from the contract not earlier than 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 of the contract, i.e. when:
  - 2.1 the Contractor, as a result of its insolvency, has failed to fulfil its monetary obligations for a period of at least three months,
  - 2.2 in case of commenced liquidation of the Contractor or dissolution of the Contractor without going into liquidation, or termination of the economic activity of the Contractor, or deletion of the Contractor from CEIDG as an entrepreneur,
  - 2.3 an order has been issued for the seizure of the Contractor's assets to the extent that performance of the contract is prevented,
  - 2.4 severe financial difficulties have occurred to the Contractor, in particular bailiff's seizures or seizures by other authorised bodies, with a total value exceeding PLN 200 000.00 (in words: two hundred thousand złoty),
  - 2.5 the Contractor has provided subject/apparatus which does not correspond to the content of the Contract, or has failed to commence or abandoned the execution of the subject of contract, or subsequent stages thereof, without justifiable reason,
  - 2.6 the Contractor exceeds the deadline for the performance of the Contract by 7 days, without the need to give the Contractor additional deadline for implementation.
3. In addition, in the event of a material change of circumstances resulting in the performance of the contract not being in the public interest, which could not have been foreseen at the time of conclusion of the contract, the Contracting Authority may withdraw from the contract within 30 days of becoming aware of these circumstances.
4. The Contractor shall not be entitled to a contractual penalty or a claim for compensation from the Contracting Authority for withdrawal from the contract due to the circumstances indicated in paragraph 2 and paragraph 3 or for reasons attributable to the Contractor.
5. Withdrawal from the contract shall be made in writing under pain of nullity, stating the reason for withdrawal.

6. The Contracting Authority reserves the right to withdraw from the contract in part, i.e. with regard to the unperformed or improperly performed part of the subject of the contract. In such a case, all provisions of the contract with regard to the properly executed part shall remain as of right.
7. Withdrawal from the contract does not affect the effectiveness of claims for payment of contractual penalties.

#### **§ 8**

1. Force majeure shall be understood as an event beyond the control of the Contractor, not resulting from its own and its subcontractors' organisational problems, whose occurrence or consequences it could not have foreseen or prevented or counteracted, which prevents the Contractor from performing in whole or in part its obligations under this contract or which has a direct effect on the timeliness and the manner of contract performance. The parties consider force majeure circumstances to be in particular: declared states of natural disaster, including floods and earthquakes, aircraft crash, general or local strikes, acts of war or declaration of martial law, terrorist attack, declared states of emergency, declared states of epidemic threat, declared states of epidemic emergency, including COVID-19 declared state of epidemic threat.
2. If, due to circumstances of force majeure, a Party is prevented from performing its contractual obligations in whole or in part, it shall immediately notify the other Party. In such a case, the Parties shall agree on the manner and terms of further performance of the contract, temporarily suspend its performance or terminate the contract.
3. The time limits laid down in this contract shall be suspended for the duration of obstacles caused by force majeure.

#### **§ 9**

1. The parties agree that the following persons acting alone are authorised to deal directly with each other to ensure the smooth implementation of the subject of contract, its ongoing supervision and verification:
  - 1.1 on the Contracting Authority's end: ..... – tel. ...., e-mail address: .....
  - 1.2 on the Contractor's end: ..... – tel. ...., e-mail address: .....
2. The parties unanimously agree that the persons indicated above are not authorised to make decisions regarding changes to the terms of performance of this contract, and to enter into new commitments or amend the contract.

#### **§ 10**

1. The parties agree that the contract may be amended without a new procedure in the following cases and scopes:
  - 1.1. changing of the deadline for execution of the subject of the contract (initial, final) by its shortening or extension and/or change of the manner of execution by introducing stages of execution, suspension of execution - due to reasons attributable to the Contracting Authority, concerning, in particular, key changes in the project schedule aimed at ensuring proper execution of the project, lack of preparation/delivery of the place of execution/delivery, absence of an employee responsible for execution or acceptance of the subject of the agreement, or reasons attributed to the equipment manufacturer concerning documented problems with production or delivery of equipment or other reasons beyond control of the Parties caused by force majeure within the meaning of § 8 of the contract,
  - 1.2. an extension of the warranty period if extended by the Manufacturer/Contractor,
  - 1.3. changing of a specified type, model, name, manufacturer of the subject of the contract or its elements, improvement of quality or other parameters characteristic for a given element of the supply, or change of technology to an equivalent or better one, in particular in the event of its production being discontinued or withdrawn from production upon presentation of relevant documents from the manufacturer or distributor, with the proviso that the price indicated in § 3

shall not be increased, and the technical parameters shall not be worse than those indicated in the content of the offer,

1.4. updating solutions due to technological progress or changes in applicable regulations.

### § 11

1. All declarations by the Parties to the Contract shall be made in writing on pain of invalidity by registered post or with acknowledgement of receipt.
2. Any invalidity of one or more provisions of this contract shall not affect the validity of the contract as a whole. In such a case, the Parties shall replace the invalid provision with a provision that is consistent with the purpose and other provisions of the contract.
3. In the event of any discrepancy between the contents of the Invitation and the provisions of the contract, and in matters not covered by this contract, the provisions of the Invitation and its annexes shall prevail.
4. Amendments and supplements to this contract may be made, under pain of nullity, only in writing or in electronic form (qualified electronic signature) and must be signed by authorized representatives of both the Contracting Authority and the and the Contractor.
5. Neither Party shall be entitled to assign its rights and obligations under this contract without the written consent of the other Party, in particular the Contractor shall not be entitled to assign its receivables under this contract without the prior written consent of the Contracting Authority.
6. The parties undertake to notify each other of any change of address by registered letter under pain of any correspondence sent to the previously known address being deemed to have been effectively delivered.
7. Should a dispute arise between the Parties, arising out of or in connection with the contract, the Parties undertake to attempt to resolve it by the Common Court with jurisdiction over the Contracting Authority's registered office.
8. In matters not governed by this Contract, the provisions of Polish law (RP) shall apply, in particular the Act of 2 March 2020 on specific solutions related to 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 provisions of the Act of April 23, 1964 - Civil Code (consolidated text, Journal of Laws 2022, item 1360, as amended).
9. This Contract has been drawn up in writing on the principles set out in Article 78 and 78<sup>1</sup> of the Civil Code, i.e. the Contract has been drawn up in four identical copies: two (2) in Polish and two (2) in English, one in each language version for each Party. In the event of inconsistency between language versions, the Polish version shall prevail, subject to paragraph 10 below.
10. 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.

**Contracting Authority:**

**Contractor:**

.....

.....

Reference number: 80.272.451.2022  
Appendix No. 1 to the Agreement No. 80.272.451.2022

.....  
stamp of JU Unit

**Acceptance protocol**

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

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

Supplier details .....

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

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

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

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

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

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

Value of goods/service .....

signature of the person collecting the goods/service

on behalf of the Contracting Authority

On behalf of the Contractor

Contact phone: .....

E-mail address: .....

\*Delete as appropriate