

<p><b>PUBLIC PROCUREMENT DEPARTMENT</b> <b>JAGIELLONIAN UNIVERSITY</b> Straszewskiego 25/3 and 4, 31-113 Kraków phone +4812-663-39-03 e-mail: <a href="mailto:bzp@uj.edu.pl">bzp@uj.edu.pl</a> <a href="https://www.uj.edu.pl">https://www.uj.edu.pl</a>; <a href="https://przetargi.uj.edu.pl">https://przetargi.uj.edu.pl</a></p>	
---	---

Kraków, date:7th July 2023

**Call for tenders, hereinafter referred to as the 'Call for Tenders' or 'C'**

**1) Business name and address of the Awarding Entity**

1. Jagiellonian University, ul. Gołębia 24, 31-007 Kraków.
2. Unit in charge of the case:
  - 2.1 Public Procurement Department of the Jagiellonian University, Straszewskiego 25/3 and 4, 31-113 Kraków;
    - 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 Place of publication of notices and information: [www.przetargi.uj.edu.pl](http://www.przetargi.uj.edu.pl)

**2) Mode of award**

1. The contract awarding procedure in the field of science shall comply with the invitation to tendering procedure under Article 11(5)(1) of the Polish Public Procurement Act of 11 September 2019 (Journal of Laws 2022 item 1710 as amended) and the Polish Civil Code of 23 April 1964 (i.e. Journal of Laws 2022 item 1360 as amended).
2. Any actions undertaken by the awarding entity, hereinafter referred to the 'Awarding Entity', and any interested party, hereinafter referred to as the 'Contractor', shall be governed by the provisions of this Call for Tenders.

**3) Contract description**

1. The contract shall be awarded to the Contractor selected to supply and purchase a humanoid robot for the Jagiellonian University's Institute of Philosophy in Kraków, Grodzka 52, 31-044 Kraków.
2. The awarded contract shall form part of a National Science Centre project.
3. A detailed specification of the contract can be found in Appendix A to this Call for Tenders.
4. The guarantee shall be for a minimum of 12 months and shall cover the costs of any servicing required during the guarantee period, if such servicing is necessary to maintain the guarantee.
5. The contract shall be designated as CPV: 38296000-6 – Optical instrument according to the Common Procurement Vocabulary.
6. The project name is ***Intuitive Collaboration with Household Robots in Everyday Settings.***
7. Submission of equivalent tenders – the object of the contract has been described in a precise and understandable manner. Where reference is made in the Call for Tenders to proprietary names, types, models, symbols, etc., these should be understood as referring to the model product.
8. Any reference in Appendix A to the Call for Tenders to proprietary names, trademarks, patents or places of origin of the object under the contract shall be understood as specifying only the preferred quality and level of technical and/or functional service parameters, in which the Awarding Entity is interested. Therefore, it is expressly emphasised that the aforementioned names, trademarks, patents or places of origin are accompanied by the notation 'or equivalent'.

**4) Closing date**

1. The contract must be completed **within 18 weeks from the date when the contract is awarded, i.e. effective date of the agreement.**

**5) Information regarding the method of communication between the Awarding Entity and Contractors and the exchange of declarations of intent and documents, as well as the designation of persons authorised to communicate with Contractors.**

1. Any communication shall be only by e-mail to the following address: [anna.dymowska@uj.edu.pl](mailto:anna.dymowska@uj.edu.pl).
2. Where the Awarding Authority or the Contractor exchange any documents or information by electronic means, each Party shall, upon request of the other, immediately acknowledge their receipt.
3. Before submitting their tenders, Contractors may send the Awarding Entity their comments concerning the contents of this Call for Tenders. In response to any submitted comments and in cases where this is reasonable, the Awarding Entity may modify the contents of this Call for Tenders and extend the tendering period.
4. The person authorised to communicate with Contractors regarding the tender and any points of procedure shall be Ms. Anna Dymowska, e-mail: [anna.dymowska@uj.edu.pl](mailto:anna.dymowska@uj.edu.pl).

**6) Tender preparation**

1. Each Contractor may submit only one tender covering the entire object of the contract and charge a price covering the entire object of the contract.
2. The Contractor must provide along with the tender a technical and/or functional specification of the equipment or any other supporting document (e.g. a catalogue card or description), indicating in particular the type of equipment offered, in order to allow for an assessment of its compatibility with the requirements set out in the Call for Tenders.
3. In preparing its tender and any appendixes forming an integral part thereof, the Contractor shall follow the provisions of this Call for Tenders. In other words, it shall use the tender form and its appendixes included in this Call for Tenders, in Polish or in English.
4. The tender must be signed by a person (persons) authorised to represent the Contractor, as listed in the entry in the Polish National Court Register, the Polish Central Business Register or in another relevant register, written in Polish or English, submitted as a signed scanned image or bearing a personal, trusted or qualified electronic signature via e-mail to the address specified in the Call for Tenders.
5. If the tender is signed by an authorised representative, a power of attorney or other 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 confirmed by the signatory's/signatories' signature and dated.
7. The Contractor shall submit a power of attorney with the tender if signed by an authorised representative.
8. Any settlements between the Contractor and the Awarding Entity shall be made in Polish zlotys (PLN) or in Euros (EUR).
9. The Contractor may require, at the latest by the date when it is awarded the contract, that no disclosure be made of the information related to this contract as constituting a business secret within the meaning of Article 11 of the Polish Unfair Competition Act of 16 April 1993 (i.e. Journal of Laws 2022, item 1233, as amended).
10. All costs associated with the preparation and submission of the tender shall be paid by the Contractor.
11. By submitting a tender, the Contractor declares that it will execute the contract in line with all the requirements of the Awarding Entity as specified in this Call for Tenders and its appendixes.

**7) Place, method and date of submission and opening of tenders.**

Tenders should be sent to [anna.dymowska@uj.edu.pl](mailto:anna.dymowska@uj.edu.pl), by **14th July 2023 11:00 a.m.** marked to identify the Contractor, name of the tender and case reference number as follows "**Tender to select**

**a Contractor for the purchase and delivery of a humanoid robot for the Jagiellonian University's Institute of Philosophy in Kraków, Case No. 80.272.257.2023.**

**8) Price calculation**

1. The price quotation shall be in Polish zlotys (PLN) or Euros (EUR), based on the Contractor's individual calculation, and shall reflect the Contractor's experience and professional expertise, taking into account all and any costs necessary to execute the contract, including any discounts, reductions or rebates that the Contractor wishes to offer.
2. For the purpose of tender assessment and comparison, where a Contractor has offered a tender that creates a tax obligation for the Awarding Entity under the Polish Value Added Tax Act of 11 March 2004 (i.e. Journal of Laws 2022, item 931 as amended), the Awarding Entity shall add VAT to the quoted prices. This applies to intra-Community acquisition of goods (Article 17(1)(3) of the Polish VAT Act), import of goods (Article 17(1)(1) of the Polish VAT Act) or import of services (Article 17(1)(4) of the Polish VAT Act) for Contractors from outside the Republic of Poland.
3. No price adjustments shall apply. Therefore, the quoted price shall be understood to represent the lump-sum price in full performance of the contract.
4. No pre-payments or advances shall be made on the awarded contract; the payment shall be as set out in the Agreement.

**9) The activities and criteria that the Awarding Entity shall consider when selecting the best bidder.**

1. The Awarding Entity shall select the best bidder from among the tenders duly submitted in the course of the procedure, based on the tender assessment criteria set out below:

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

- 1.1 The scores awarded for the criterion 'gross price for the entire contract' shall be calculated according to the following formula:

$$C = (C_{naj} : C_o) \times 100$$

Where:

C – the number of points awarded to a given tender,

C<sub>naj</sub> – the lowest price of all duly submitted tenders,

C<sub>o</sub> – the price quoted by the contractor for whom the score is calculated,

The scores are given out of 100.

2. All calculations shall be made to two decimal places.
3. The best Contractor shall be the one who offers the tender scoring the highest number of points.
4. If multiple tenders offer the same price and guarantee terms, the Awarding Entity shall call upon the relevant Contractors to offer additional tenders within the time-limit set by the Awarding Entity.
5. In the course of tender review and assessment, the Awarding Entity may request Contractors to clarify any points regarding their submitted tenders and negotiate the offered terms and prices in observance of the principles of transparency and fair treatment of Contractors. The Awarding Entity shall have the right to negotiate the submitted tenders, in particular as regards the guarantee terms, payment, price, technical improvements, and request the Contractors to submit additional tenders following the negotiations.
6. The Awarding Entity shall correct any obvious typos or calculation errors, modifying all the subsequent calculations accordingly, as well as all other points of inconsistency with the requirements set out in the Call for Tenders, which do not result in significant changes in the substance of the tender, but shall immediately notify the relevant Contractor thereof.
7. If the equipment offered is taxable at a VAT rate other than 23% (i.e. 8%), the Contractor shall submit a statement or documentary evidence to confirm the applicability of this rate to its tender.
8. The Awarding Entity may reject a tender, in particular if it has been submitted after the closing date for submission of tenders or if it does not comply with the requirements set out in the Call for Tenders, or where there are other points of incompatibility with the requirements.

9. The Awarding Entity shall reject tenders submitted by:
  - 9.1 a Contractor who is a natural person who has criminal conviction of:
    - 9.1.1 participation in an organised criminal group or association with the intent of committing a criminal or fiscal offence referred to in Article 258 of the Polish Criminal Code,
    - 9.1.2 human trafficking as referred to in Article 189a of the Polish Criminal Code,
    - 9.1.3 the offence referred to in Articles 228-230a, Article 250a of the Polish Criminal Code or in Articles 46 and 48 of the Polish Sports Act of 25 June 2010,
    - 9.1.4 financing a terrorist offence referred to in Article 165a of the Polish Criminal Code, or preventing or hindering the ascertainment of the criminal origin of money or the concealment of its origin, as referred to in Article 299 of the Polish Criminal Code,
    - 9.1.5 an offence of a terrorist nature, as referred to in Article 115(20) of the Polish Criminal Code, or intent to commit such offence,
    - 9.1.6 outsourcing work to an underage foreigner, as referred to in Article 9(2) of the Polish Unlawful Employment of Foreigners Act of 15 June 2012 (Journal of Laws, item 769),
    - 9.1.7 offences against economic security as referred to in Articles 296-307 of the Polish Criminal Code, the offence of fraud as referred to in Article 286 of the Polish Criminal Code, an offence against the reliability of documents as referred to in Articles 270-277d of the Polish Criminal Code, or a fiscal offence,
    - 9.1.8 the offence referred to in Articles 9(1) and 9(3) or Article 10 of the Polish Unlawful Employment of Foreigners Act of 15 June 2012 or for any other act prohibited by the laws of the relevant country;
  - 9.2 a Contractor in which a member of the management board or supervisory body, a partner in a general partnership or professional partnership, a general partner in a limited partnership or a limited joint-stock partnership, or a proxy has been convicted of an offence referred to above (point 9.1).
  - 9.3 a Contractor against which a final court judgement or a final administrative decision on overdue payment of taxes, fees or social or health insurance contributions has been entered, unless the Contractor, before the closing date for submission of tenders, has paid the taxes, fees or social or health insurance contributions due, together with any applicable interest or fines, or has entered into a binding agreement on the repayment of those debts.
  - 9.4 a Contractor who has been banned from competing for a public contract.
  - 9.5 a Contractor who the Awarding Entity has reasonable grounds to believe has colluded with other contractors with the intent of interfering with fair competition, in particular where they belong to the same capital group within the meaning of the Polish Competition and Consumer Protection Act of 16 February 2007, and submitted separate tenders, partial tenders or requests to participate, unless they prove that they prepared those tenders or requests independently of each other.
  - 9.6 a Contractor, or an entity belonging to the same capital group as the Contractor, whose previous selection has resulted in interference with fair competition within the meaning of the Polish Competition and Consumer Protection Act of 16 February 2007 in cases referred to in Article 85(1) of that Act, unless the instance of unfair competition can be rectified otherwise than by excluding the contractor from tendering.
  - 9.7 a Contractor meeting the conditions set out in Article 7(1) of the Polish Act on special solutions to counteract support for aggression against Ukraine and to protect national security of 13 April 2022 (Journal of Laws of 2022, item 835).
10. The Awarding Entity shall invalidate the contract award procedure in particular if no tender is submitted, or all submitted tenders are rejected, or the price of the best tender exceeds the amount which the Awarding Entity may allocate to finance the contract, or if other justified circumstances arise, resulting in the invalidity of the contract in the field of science.

11. The Awarding Entity shall simultaneously notify all Contractors who submitted tenders of the outcome of the procedure, stating the reasons for such an outcome.

#### **10) Tender period**

The tender period is 30 days.

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

1. Before signing the Agreement, the Contractor should deliver:
  - 1.1. an up-to-date extract from the relevant business register or from the Polish Central Business Register, where separate regulations so require, and if not submitted with the tender;
  - 1.2. a copy of the Agreement(s) setting out the grounds and rules for joint bidding in the field of science, where a tender is offered by entities competing jointly for the award of a contract in the field of science (i.e. a consortium);
  - 1.3. statement of non-exclusion – Article 7(1) of the Polish Act on special solutions to prevent support for aggression against Ukraine and to protect national security of 13 April 2022 (Journal of Laws of 2022, item 835); where contractors compete jointly for the contract, the statement shall be submitted by each of them.
2. The selected Contractor shall enter into the Agreement at a date and place designated by the Awarding Entity.

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

Pursuant to Articles 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 the repeal of Directive 95/46/EC (General Data Protection Regulation, hereinafter 'GDPR') in conjunction with Article 19(1) of the Polish Public Procurement Act, the Jagiellonian University would like to inform you that:

1. The controller of your personal data is the Jagiellonian University, Gołębia 24, 31-007 Kraków, represented by the Chancellor of the Jagiellonian University.
2. **The Jagiellonian University has appointed a Data Protection Supervisor**, Czapskich 4, 31-110 Kraków, room no. 27. You may contact the Supervisor via e-mail: [iod@uj.edu.pl](mailto:iod@uj.edu.pl) or at +4812 663 12 25.
3. Your personal data shall be processed pursuant to Article 6(1)(c) of the GDPR for the purpose related to the public procurement procedure, *Case No. 80.272.257.2023*.
4. Providing your personal data is a statutory requirement specified in the Polish Public Procurement Act provisions on participation in a public procurement procedure.
5. The consequences of failing to provide personal data have been set out in the Polish Public Procurement Act.
6. Recipients of your personal data shall be persons or entities to whom the documentation of the proceedings shall be disclosed pursuant to Article 18 and Article 74(3) and 74(4) of the Polish Public Procurement Act, while personal data referred to in Article 9(1) of the GDPR, collected in the course of the contract award procedure, shall not be disclosed.
7. Your personal data shall be stored as specified in Article 78(1) of the Polish Public Procurement Act for a period of at least 4 years counted from the date of completion of the public procurement procedure or until the possibility of audit of the project co-financed or financed from European Union funds becomes time-barred or the expiry of such a project or other agreements or obligations arising from the project.
8. Your rights shall be as follows:
  - 8.1. pursuant to Article 15 of the GDPR, you may access your personal data;
  - 8.2. pursuant to Article 16 of the GDPR, you may rectify your personal data;
  - 8.3. pursuant to Article 18 of the GDR, you may request the controller to restrict the processing of your personal data,

- 8.4. you may file a complaint with the President of the Data Protection Authority if you consider that the processing of your personal data violates the provisions of the GDPR.
  9. You are not entitled to:
    - 9.1 have your personal data erased in connection with Article 17(3)(b), (d) or (e) of the GDPR,
    - 9.2 data portability as referred to in Article 20 of the GDPR,
    - 9.3 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 of the GDPR.
  10. **Your personal data referred to in Article 10 of the GDPR** may be disclosed in order to enable you to use the legal remedies referred to in Section 9 of the Polish Public Procurement Act, until such legal remedies become time-barred.
  11. The Awarding Entity would like to inform you that decisions **concerning the processing of your personal data** shall not be taken by automated means pursuant to Article 22 of the GDPR.
  12. In the event that it would take a disproportionate effort to comply with the obligations referred to in Article 15(1) - (3) of the GDPR in order to allow you to exercise your right set out in 8(a) above, **the Awarding Entity may require you to provide** additional information to clarify the request, in particular the name or date of the relevant on-going or completed public procurement procedure.
  13. **Your exercise** of the right set out in 8(b) above to rectify or supplement your personal data, as referred to in Article 16 of the GDPR, cannot alter the outcome of the public procurement procedure or amend the provisions of the Agreement to an extent that is incompatible with the Polish Public Procurement Act, nor can it affect the integrity of the of the public procurement procedure report or its appendixes.
  14. **Your exercise** of the right set out in 8(c) above to request the restriction of personal data processing referred to in Article 18(1) of the GDPR shall not restrict the processing of your personal data until the end of the public procurement procedure or after the procedure in the event of the circumstances referred to in Article 18(2) of the GDR (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).
- 13) Appendixes to the Call for Tenders:**  
Appendix A – Contract description  
Appendix 1 – Tender form  
Appendix 2 – Draft Agreement

**Appendix A to the Call for Tenders**

**DESCRIPTION OF THE HUMANOID ROBOT**

The project will use a mobile service robot designed to work indoors. The robot should be equipped with an extendable torso and a manipulator arm for grabbing objects. Its set of sensors should allow the robot to perform a wide range of tasks related to perception, manipulation and navigation. It should be fitted out with an arm with seven degrees of freedom, terminating in a gripper – either two-fingered or imitating a human hand. The gripper should allow the pressure on the gripped object to be adjusted. A special wheeled platform with a differential drive should be provided to enable the robot to move and adjust its speed to the current situation in the room. The robot should have specialised sensors, such as a colour depth camera to enable perception of the environment, as well as a high-quality laser with a range of 5 to 20 metres coupled with an ultrasonic sonar in order to identify the objects and measure their exact distance. The camera should also be able to track the user’s motions, while an on-board microphone and loudspeaker should make it possible to communicate with the robot in a natural language. The robot can be operated using the following dedicated software:

- ROS – Robot Operating System (ROS). It is a set of software libraries and tools that help to develop applications for robots. It includes numerous controllers and state-of-the-art algorithms and powerful development tools. The software should be open-source.
- Gazebo – an open-source simulator for 3D robotics. It features an integrated ODE physics engine, OpenGL rendering and support code for sensor simulation and actuator control. It should provide realistic rendering of environments, including high-quality lighting, shadows and textures.
- MoveIT – a robotic manipulation platform that includes toolkits for motion planning, arm and gripper manipulation, 3D perception, kinematics, control and navigation.

It is essential that the robot has a humanoid appearance with a high degree of anthropomorphisation to allow its use as a social robot. This means that, in addition to navigation and manipulation operations, it can also handle both verbal and non-verbal communication. Once the robot is integrated with dedicated software for human-robot interaction, it should be possible for the robot to recognise faces (for instance, by using OpenCV library) so as to identify subtleties of gaze and gestures and use machine learning models to recognise basic human emotions.

**Table 1. Detailed technical specification of the robot**

<b>Platform drive</b>	Differential drive	2 DoF
<b>Processing power</b>	PC specification	Intel 7 <sup>th</sup> generation i7, 16 GB RAM, 500 GB SSD
<b>Arm</b>	Number of arms	1
	Degrees of freedom	7
	Lift capacity	3 kg
	Extended length	87 cm
<b>Communication bus</b>	Type	CAN
	Frequency	100Hz
<b>Wireless connection</b>	WiFi	802.11 n/ac 2x2 Dual Band
	Bluetooth	4.0
<b>Sensors</b>	Camera	RGB-D
	Inertial measurement unit (IMU)	6 DoF
	Lidar / Laser	Range of 5,6m
	Sonar – sound navigation	3x 1m in circumference
	Microphone	2 microphones with stereo output
	Motors	Motors with current feedback

		actuators
	Force sensor	6-stage force sensor
<b>Body</b>	Maximum height 1.45 m	
<b>Base diameter</b>	54 cm	
<b>Gripper</b>	PAL Gripper	2-fingered parallel gripper with 2 degrees of freedom
<b>Speakers</b>	2x 5W	
<b>Basic software</b>	Ubuntu LTS, ROS LTS	
<b>Default software</b>	Gazebo Simulation ROS drivers for all the devices of the robot RT Preempt and Orocos real-time framework ROS controllers for all joints Joystick teleoperation Rviz and Web-based interface MoveIt! Integration and Upper-body motion library Laser-based mapping & navigation Text-to-speech Web interface for monitoring, diagnostics and control	
<b>Communication panel</b>	1x USB 3.0 1x HDMI	

**Use of the robot in the project:**

In the project, the robot will be used both for navigation and manipulation tasks and in the context of human interaction. In the first context, the robot will be used to correctly recognise objects located on a specially arranged stage. The task will be to identify them correctly, especially to recognise their edges and centres of gravity so that they can be moved. Another manipulation task will be to properly grasp the objects and place them in the location indicated by the user on the stage.

In the second context, the robot will be optimised for human interaction. The robot will be able to interact with its human partners through:

- 1) basic voice conversation – the user will give commands to the robot relating to the spatial arrangement of objects on the stage,
- 2) non-verbal communication via gaze – by integrating the robot with oculography tools, it will be possible to recognise the user's gaze, so as to identify which objects the person is looking at and therefore which objects the robot is to interact with,
- 3) non-verbal communication via gestures – the robot will have sensors to be able to recognise the user's gestures in a way analogous to gaze and execute commands given to it,
- 4) We are considering communication via a touchscreen. Detailed research will involve reading information from the robot's sensors about the stage through the use of nodes provided in the ROS operating system. Based on these, an interface will be implemented for the inference module, which will send high-level motor commands to the robot, e.g. 'come to the table and move the cup to the shelf'. The use of the robot will contribute significantly to research on human-robot interaction and social robots. Giving commands to robots by means of non-verbal messages, is an approach that is new and so far unexplored in robotics.

**Appendix 1 to the Call for Tenders**

**TENDER FORM**

---

**THE AWARDING ENTITY** – the Jagiellonian University, Gołębia 24 , 31 - 007 Kraków;  
**Unit in charge of the case** – Public Procurement Department of the Jagiellonian University  
Straszewskiego 25/3 and 4, 31-113 Kraków

---

(Business) name of the Contractor -

.....,

Address of registered office -

.....,

Address for deliveries -

.....,

Phone - .....; Fax - .....

E-mail: .....

NIP (Tax ID) - .....; REGON (Statistical Number) -  
.....;

Regarding the call for tenders in a procedure to select a Contractor for the purchase and delivery of a humanoid robot for the Jagiellonian University's Institute of Philosophy in Kraków.

1. We offer to perform the entire contract for the total net amount of PLN\*/EUR\* (in words: PLN\*/EUR\*).....which includes all costs indicated in 8(1) of the Call for Tenders\*.

(\*The net amount of the remuneration in PLN will be increased by the applicable VAT rate of 23%, or the VAT due on the amount of the remuneration will be paid by the Awarding Entity to the account of the relevant Tax Office in the event that the Awarding Entity has a tax obligation pursuant to the provisions on VAT);

2. We offer at least a 12-month guarantee on the terms and conditions set out in the Call for Tenders and its appendixes,
3. We offer a contract execution period of up to 18 weeks from the date of award of the contract, i.e. from the effective date of the Agreement,
4. We have carefully read the Call for Tenders and consider ourselves bound by the terms and conditions and rules of the procedure specified therein,
5. We agree to be bound by this tender for a period of 30 days from the date of its opening,
6. We have complied with the information obligations set out in Articles 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 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 are not subject to exclusion on the basis of Article 7(1) of the Polish Act on special solutions to prevent support for aggression against Ukraine and to protect national security of 13 April 2022 (Journal of Laws of 2022, item 835), i.e:
- we are not a contractor listed as set out in Regulation 765/2006 and Regulation 269/2014 or listed on the basis of a listing decision determining the applicability 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 Polish 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 listed as set out in Regulation 765/2006 and Regulation 269/2014 or a person who has been listed or a beneficial owner as of 24 February 2022, provided that he or she has been listed on the basis of a listing decision determining the applicability 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 Polish Accounting Act of 29 September 1994 (Journal of Laws of 2021, item 217, 2105 and 2106), is an entity listed as set out in Regulation 765/2006 and Regulation 269/2014, or a person who has been listed or a parent entity as of 24 February 2022, provided that it has been listed on the basis of a listing decision determining the applicability of the measure referred to in Article 1(3) of the cited Act;
8. I am (**choose from the list**): a *micro-enterprise*; a *small enterprise*; a *medium-sized enterprise*; a *sole proprietorship*; a *natural person not conducting any economic activity*; other type, (which?).....
9. The Contractor's contact person is Mr/Ms....., phone number.....,email:
10. Appendixes to the tender form:
- **Appendix 1** – Contractor's statement;
  - **Appendix 2** – List of subcontractors;
  - **Extract from business registers (KRS / CEiDG)** - if the data is not listed in publicly available registers; power of attorney – if the tender is signed by proxy.
  - **Other (...)**

**Note: spaces that are dotted and/or marked with an asterisk “\*” in the model tender form and model appendixes are to be filled in or crossed out, as deleted, by the Contractor.**

Locality.....date.....

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

**Appendix 1 to the tender form**

**STATEMENT**

In offering out tender *for the purchase and delivery of a humanoid robot for the Jagiellonian University's Institute of Philosophy* we declare that none of the premises set out in point 9(8) of the Call for Tenders exist for our tender to be rejected.

Locality ..... date ..... 2023

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

**Appendix 2 to the tender form**

**STATEMENT  
(list of subcontractors)**

We declare that:

- we will entrust\* the following subcontractors with the execution of the following parts of the contract

1. Subcontractor (provide full business name, address, and NIP(Tax ID)/PESEL number, extract from KRS/CEiDG registers, as appropriate) -

.....

outsourced scope of contract:

.....

2. Subcontractor (provide full business name, address, and NIP(Tax ID)/PESEL number, extract from KRS/CEiDG registers, as appropriate) -

.....

outsourced scope of contract:

.....

we will not entrust\* any part of the contract to subcontractors

*(if the Contractor does not cross out any of the above options, the Awarding Entity will consider that they are not subcontracting any of the work covered by this contract)*

Locality ..... date ..... 2023



**DRAFT AGREEMENT 80.272.257.2023 – model**

concluded in Kraków on [date]..... 2023 between:

the Jagiellonian University in Kraków with its registered office in Gołębia 24, 31-007 Kraków, NIP (Tax ID) 675-000-22-36, hereinafter referred to as the 'Awarding Entity', represented by:

1. .... UJ, with the financial countersignature of the Jagiellonian University's Financial Officer,

a ....., entered in the National Court Register kept by the Court ....., under number: ....., NIP (Tax ID): ....., REGON (Statistical number): ....., hereinafter referred to as the 'Contractor', represented by:

1. ....

*The following Agreement has been concluded as a result of a call for tenders pursuant to Article 11(5)(1) of the Polish Public Procurement Act of 11 September 2019 (i.e. Journal of Laws 2022 item 1710 as amended) and the Polish Civil Code of 23 April 1964 (i.e. Journal of Laws 2022 item 1360 as amended):*

**§ 1 Object of the Agreement**

1. The object of this award procedure is to select a Contractor for the purchase and delivery of a humanoid robot for the Jagiellonian University's Institute of Philosophy in Kraków.
2. In performing the Agreement, the Contractor shall in particular provide the following supporting services:
  - 2.1. transport, delivery, handling, assembly, and commissioning of the device at the place designated by the Awarding Entity on the premises of the Jagiellonian University's Institute of Philosophy in Kraków (31-044) at Grodzka 52.
3. The device together with supporting services shall be delivered on working days from 7.30 a.m. to 3.30 p.m., with working days being understood as days from Monday to Friday, excluding public holidays within the meaning of Articles 1 and 1a of the Polish Public Holiday Act of 18 January 1951 (i.e. Journal of Laws 2020, item 1920).
4. The Contractor shall perform the Agreement **within 18 weeks** from the date of award of the contract, i.e. from the effective date of the Agreement.
5. A detailed specification of the contract can be found in Appendix A to this Agreement.
6. The tender documentation, including the Call for Tenders together with its appendixes and the Contractor's tender dated ..... 2023 shall be an integral part of this Agreement.
7. The Contractor shall be fully liable, both financially and legally, for any damage caused to the Awarding Entity and any third parties, by the acts or omission of the Contractor or the persons designated by it to perform the Agreement.
8. Subcontracting any part of the awarded contract shall not modify the Contractor's obligations towards the Awarding Entity regarding the performance of that part of the contract. The Contractor shall be liable for the acts, omissions and negligence of its subcontractors and their employees as if they were its own acts, omissions or negligence.
9. This contract shall be awarded as part of a National Science Centre project.

**§ 2**

1. The Awarding Entity shall commission the Contractor and the Contractor shall undertake all and any action necessary to perform the Agreement as specified in § 1, in strict and full compliance with the rules set out in the Call for Tenders regarding the method and form of delivery.
2. The Contractor represents that:

- 2.1 it has the appropriate expertise, experience and human resources to perform the Agreement,
- 2.2 it shall exercise due diligence appropriate for the nature of its profession in order to perform the Agreement in a timely manner,
- 2.3 it shall guarantee to perform this Agreement in a proper manner.
3. The object of this Agreement shall be delivered by the Contractor with its own resources / with its own resources and with the assistance of subcontractors.<sup>1</sup>
4. The Contractor represents that the supplied equipment covered under this Agreement shall be brand new (i.e. not reconditioned, not repaired, not fabricated, never used in any previous project, and sourced from current production), complete (in particular with all components, parts, materials necessary for commissioning and use), and that its purchase and use for its intended purpose shall not be in violation of the law, including any third-party rights, and shall conform to CE safety standards for electrical equipment.
5. Under this Agreement and in exchange for the remuneration specified in § 3(2) of this Agreement, the Awarding Entity shall acquire the irrevocable and unlimited right to use all software necessary for the proper operation of the object of this Agreement as set out in Article 75(2) of the Polish Copyright and Related Rights Act of 4 February 1994 (i.e. Journal of Laws 2022, item 2509 as amended) in the following fields of use:
  - 5.1 the making of a backup copy if this is necessary for the use of the computer programme. Unless otherwise specified in the Agreement, this copy may not be used at the same time as the computer programme;
  - 5.2 having an authorised user observe, examine and test the function of the computer programme for the purpose of understanding its concept and principles if this is done while introducing, displaying, using, transmitting or storing the computer programme;
  - 5.3 a reproduction of the code or a translation of its form within the meaning of Article 74 (4) (1) and (2) of the aforementioned Act, if this is necessary to obtain the information required to achieve the interoperability of an independently created computer programme with other computer programmes, provided that the following conditions are met:
    - 5.3.1 these actions shall be carried out by the Awarding Entity or any other authorised user or by any other person acting on their behalf,
    - 5.3.2 the information necessary to achieve the interoperability has not previously been readily available to persons referred to in §2(5)(3)(1) hereof,
    - 5.3.3 these actions shall relate to those parts of the original computer programme 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 §2(5) hereof, upon the signature of an acceptance report without objections and payment of the remuneration referred to in §3(2) of the Agreement, without the need for an additional declaration of intent by the Parties.
7. Upon acceptance, the Contractor shall also provide the Awarding Entity with copies of the software which, as of the date of granting the aforementioned licence, shall become the property of the Awarding Entity, in installation versions or indicate the website address from which the aforementioned software may be downloaded.

### **§ 3 Remuneration**

1. The amount of remuneration to be paid to the Contractor for the performance of the Agreement has been determined on the basis of the Contractor's tender.
2. The remuneration for the performance of the Agreement shall be the net amount of: ..... PLN\*/EUR\* (in words PLN\*/EUR\* .....net) (\* as appropriate).
3. The remuneration referred to in §3(2) hereof shall include all costs incurred by the Contractor in the proper performance of the Agreement, including the costs of transport, delivery, handling, assembly, and commissioning of the device.
4. The Awarding Entity is a VAT payer and its tax identification number is 675-000-22-36.

---

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

5. The Contractor is a VAT payer person and its tax identification number is ..... or is not a VAT payer in the Republic of Poland.
6. The VAT due on the amount of remuneration shall be paid by the Awarding Entity to the account of the competent Tax Office in the event that the Awarding Entity must pay tax in accordance with the provisions on VAT. 2

#### § 4

1. The Contractor shall receive the remuneration upon full performance of the Agreement, as confirmed by an acceptance report without objections and upon submission of a correctly issued invoice to the organisational unit specified in § 1(2) of this Agreement.
2. The time-limit for payment of the invoice for the completed and accepted object of the Agreement shall be 30 days from the date of delivery of a correctly issued invoice and the signature of an acceptance report by the Awarding Entity's authorised representative.
3. The invoice should bear the following data:  
**Uniwersytet Jagielloński, ul. Gołębia 24, 31-007 Kraków,**  
**NIP: 675-000-22-36, REGON: 000001270** and state for which unit of the Awarding Entity the contract was performed.
4. The day of acceptance shall be the day on which the Contractor actually completes all works forming the object of the contract in stages, as recorded in the acceptance report.
5. The Parties agree that the Awarding Entity shall document any defects/damage, in particular by photographing them. This applies in particular to defects and damage caused during delivery (transport).
6. If the object of the Agreement arrives at the Awarding Entity's premises damaged or has defects that make it unusable, the Contractor shall replace it at its own risk and expense, as soon as possible, as agreed by the Parties, without prejudice to any contractual penalties for failure to meet the contractual deadline.
7. In the event that the object of the Agreement arrives at the Awarding Entity's premises damaged or defective, the Awarding Entity shall indicate the damage or defects in the acceptance report, but such an acceptance report shall not confirm the full performance of the Agreement and shall not constitute a basis for payment of the Contractor's remuneration, unless the Awarding Entity expressly states otherwise in the report.
8. Delivery of the object of the Agreement may not take place in parts. The acceptance report for the object of the Agreement may be signed as soon as it has been delivered in its entirety to the Awarding Entity and after it has been established that there are no visible defects and that the supporting services have been rendered.
9. The acceptance of the delivery of the object of the Agreement and the signature of the acceptance report by the Awarding Entity's employee shall be conditional on the delivery of the equipment and the following along with it: guarantee card, electronic and paper versions of the manual in English or Polish, technical documentation for the object of the Agreement and, if required by the Agreement, the Call for Tender or its Appendix A, certificates or other documents, followed by the commissioning of the functioning equipment.
10. The acceptance report for the object of the Agreement shall be drawn up with the participation of the authorised representatives of the contractual parties, after verifying the compliance of the performance of the object of the Agreement with the terms and conditions of the Agreement, the Call for Tender, including its appendixes, and the Contractor's tender, as well as the performance of the supporting services.
11. The Awarding Entity shall accept the delivery of the object of the Agreement without delay, no later than within 5 working days from the date on which it receives notification from the Contractor, provided that the object of the Agreement is defect-free.
12. The signature of acceptance reports shall not preclude the Awarding Entity from pursuing claims for improper performance of the Agreement, in particular if defects in the object of the Agreement are discovered by the Awarding Entity after acceptance.

---

<sup>2</sup> As appropriate for the tender

13. The delivery of the equipment comprising the object of the Agreement shall not be equivalent to commissioning. A commissioning acceptance report for the object of the Agreement may be signed only after the object of the Agreement has been duly performed.
14. The representative specified in § 9(1)(1) hereof shall be authorised to approve the acceptance of the object of the Agreement on behalf of the Awarding Entity.
15. The person specified in § 9(1)(2) hereof shall be authorised to effect the acceptance on behalf of the Contractor.
16. The remuneration due to the Contractor shall be paid by transfer from the Awarding Entity's bank account to the Contractor's bank account stated on the invoice.
17. The place of payment shall be the Awarding Entity's bank and payment shall take place as soon as the transfer order is made by the Awarding Entity.
18. Where structured electronic invoices are issued within the meaning of Article 6(1) of the Polish Act on electronic invoicing in public procurement, concessions for works or services and public-private partnership of 9 November 2018 (i.e. Journal of Laws 2020 item 1666 as amended) via the Electronic Invoicing Platform at: <https://efaktura.gov.pl/>, the Contractor should enter the following **e-mail address** in the box 'reference':.....
19. The Contractor shall indicate on the invoice the account number that has been disclosed in the list of entities registered as VAT payers, not registered and deleted and restored to the VAT register kept by the Head of the National Fiscal Administration (the so-called 'White List' - Article 96(b)(1) of the Polish VAT Tax Act of 11 March 2004 (i.e. Journal of Laws 2022 item 931 as amended), hereinafter referred to as the 'VAT
20. In the event that the Contractor's bank checking account is not disclosed on the 'White List', the Awarding Entity 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 competent head of the tax office when making the first payment of remuneration by transfer to the account indicated in that invoice.
21. In the event that the Contractor is registered as an active VAT payer, the Awarding Entity may make payment of remuneration using the split payment mechanism, i.e. in the manner specified in Article 108(a)(2) of the Polish VAT Act. The provisions of the first sentence shall not apply if the object of the Agreement constitutes an activity exempt from VAT or is subject to a 0% VAT rate.
22. The Contractor confirms that the bank checking account disclosed on the invoice is exclusively for the purpose of settlements for its business activity, for which a VAT account is maintained.

#### **§ 5 Guarantee and warranty**

1. The Contractor shall perform the object of the Agreement without defects (faults), but shall be obliged to verify the conformity of the markings on the object of the Agreement with the data contained in the guarantee document (guarantor's statement) indicated in §5(2) hereof, as well as the condition of the seals and other protections placed on it, if such protections have been applied.
2. Together with the delivery of the complete object of this Agreement, the Contractor shall provide the Awarding Entity with a guarantee document (guarantor's statement) which shall include as a minimum the following information: name and address of the guarantor or its representative in the Republic of Poland, term and territorial range of the guarantee coverage, rights to which the Awarding Entity is entitled in the event of discovering a physical defect, as well as a statement that the guarantee does not exclude, limit or suspend the Awarding Entity's rights available to it under a warranty for defects of the object of the Agreement.
3. The Contractor shall provide a **12-month** guarantee for the object of the Agreement, counting from the date of completion of the Agreement, i.e. from the date of acceptance of the object of the Agreement, as confirmed by an acceptance report without objections, taking into account the provisions concerning the guarantee terms covered under the Call for Tenders. As part of the guarantee, the Contractor shall be obliged to perform free of charge (included in the price quoted in the tender) ongoing maintenance, service and technical inspections stipulated by the guarantee conditions and repair of the object of the Agreement during the guarantee period, as well as ensure the possibility of updating the software. The Contractor shall provide a guarantee for all equipment, components, subassemblies, and other elements included in the object of the Agreement or third-

- party services purchased by the Contractor. The guarantee shall cover faults, defects in materials and design, as well as the failure of the supplied equipment to fulfil the utility functions declared by the Contractor. All costs related to the guarantee services shall be covered by the Contractor.
4. The guarantee shall be provided by the manufacturer or its authorised service centre or persons at the Contractor's expense at the Awarding Entity's premises, and if this is technically impossible, all organisational activities and costs related to the provision of the guarantee service outside the Awarding Entity's premises shall be borne by the Contractor.
  5. If defects are found in the completed object of the Agreement, the Contractor shall replace it free of charge or remove the defects on the terms and in the manner specified in the guarantee document (guarantor's statement) indicated in and in compliance with §5(2) above.
  6. If any defects are found in the completed object of the Agreement, the Contractor shall replace it free of charge or remove the defects at the place of use of the equipment in question (on-site) within the period agreed by the Parties, but not longer than 30 days, while service centre staff shall respond within 7 days from the time of notification by phone, fax or e-mail, with all organisational activities and costs related to the provision of guarantee service off-site being borne by the Contractor. Whenever it is necessary to bring in specialised spare parts, the time-limit shall not be longer than 42 days, unless the Parties agree to extend the repair time on the basis of an appropriate necessity report.
  7. The Contractor guarantees the highest quality of the delivered object of the Agreement in accordance with the technical specifications. Liability under the guarantee shall cover both defects arising from reasons inherent in the object of the Agreement at the time of acceptance by the Awarding Entity and any other physical defects arising from reasons for which the Contractor is liable, provided that such defects become apparent within the guarantee period.
  8. In the event of the same component failing three times, the Contractor shall replace the defective component or equipment with a new defect-free one within 14 days of notification.
  9. The guarantee period shall commence on the day following the acceptance of the object of the Agreement, however, in the event that the defective object of the agreement (its element or module) is replaced with a new one or a significant defect (fault) is removed, the guarantee period shall start anew from the time the repaired items (or the object of the Agreement, its element or module as the case may be) are delivered to the Awarding Entity.
  10. The guarantee period shall be automatically extended by the repair period, i.e. the time counted from the notification to the rectification of the fault or defect specified in §5(6) hereof.
  11. The Awarding Entity may exercise its rights under the warranty for physical defects of goods independently of its rights under the guarantee. The rights under the warranty for physical defects shall expire after 24 months from the time of delivery to the Awarding Entity of the complete object of the Agreement as confirmed by a signed acceptance report without objections, however, if the Awarding Entity exercises its rights under the guarantee, the time-limit for exercising the rights under the warranty shall be suspended as of the date of notification of the defect (fault) to the Contractor. The time-limit shall continue to run from the date of the Contractor's refusal to perform its obligations under the guarantee or ineffective expiry of the time-limit specified for removal of the defect (fault) in the object of the Agreement.
  12. In exercising its rights under the warranty for physical defects of an item, the Awarding Entity shall demand – in particular in the event of defective installation of the object of this Agreement by the Contractor – its disassembly and reassembly after replacement of the defect-free item or removal of the defect. Should the Contractor fail to perform this obligation, the provisions of §5(12) hereof shall apply accordingly.
  13. In the event that the Contractor fails to comply with the terms of the guarantee or fails to comply with the above rules, the Awarding Entity 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 Agreement. In such cases, the Awarding Entity shall have the right to engage another provider to remove the defects (faults), and the Contractor shall be obliged to cover the related costs within 14 days from the date of receipt of the call with proof of payment.

14. The Awarding Entity shall comply with the basic operating conditions specified by the manufacturer in the guarantor's statement contained in the guarantee documents or in the manual provided by the Contractor, insofar as this does not contradict the provisions hereof.
15. The terms of the guarantee shall not require the Awarding Entity to keep the packaging in which the equipment was delivered. The Awarding Entity may remove the packaging of the equipment after delivery, which will not void the guarantee, and the delivered equipment, despite the absence of packaging, shall be covered by guarantee service.

#### **§ 6 Contractual penalties**

1. The Parties reserve the right to claim contractual penalties for non-compliance with this Agreement or improper performance of their obligations under this Agreement.
2. The Contractor shall, subject to §6(4), pay the Awarding Entity a contractual penalty in the cases and amounts stated below:
  - 2.1. withdrawal from the Agreement due to circumstances attributable to the Contractor – 5% of the net value of the uncompleted scope of the Agreement;
  - 2.2. non-performance or improper performance of the Agreement – 10% of the net remuneration specified in § 3(2) of the Agreement, where improper performance of the Agreement is its performance that is contrary to the Agreement, the Contractor's tender, the Call for Tenders and its appendixes, or does not ensure the achievement of the required parameters, functionalities and outcomes specified in the Call for Tenders and its appendixes and required of the object of the Agreement;
  - 2.3. delay in performing the object of the Agreement – 0.2% of the net remuneration specified in § 3(2) of the Agreement for each day of delay counted from the day following the closing date for delivery the object of the Agreement specified in § 1(4) of the Agreement, but not more than 10% of the net value of the object of the Agreement referred to in §3(2),
  - 2.4. delay in removal of defects in the object of the Agreement ascertained during acceptance – 0.2% of the net remuneration specified in §3(2) of the Agreement for each day of delay, starting from the day following the expiry of the time-limit set by the Awarding Entity for the removal of defects, but not more than 10% of the net value of the object of the Agreement referred to in §3(2),
  - 2.5. delay in removal of defects ascertained during the guarantee or warranty period – 0.2% of the net remuneration specified in §3(2) of the Agreement for each day of delay counted from the day following the closing date specified in § 5(6) of the Agreement or in a written statement of the Parties, but not more than 10% of the net value of the object of the Agreement referred to in § 3(2).
  - 2.6. a delay in replacing a component or device with a new one under the terms of §5(8) – 0.5% of the net remuneration specified in § 3(2) of the Agreement for each day of delay, but not more than 10% of the net remuneration set out in § 3(2) of the Agreement.
3. The Awarding Entity shall pay the Contractor a contractual penalty in the event of withdrawal from this Agreement by the Contractor for reasons attributable solely to the Awarding Entity, excluding the circumstance specified in § 7(3) of the Agreement, in the amount of 10% of the net remuneration specified in § 3(2) of the Agreement.
4. The Parties may claim damages in excess of the stipulated contractual penalties on general terms, with the contractual penalties set out in §6(2) and §6(3) hereof being credited against any supplementary damages claimed by either Party.
5. The sum of the contractual penalties may not exceed 30% of the gross remuneration referred to in § 3(2) of this Agreement.
6. The provisions of the Agreement regarding the calculation of contractual penalties shall not apply to the Contractor's conduct unrelated – directly or indirectly – to the object of the Agreement or its proper performance. The Contractor shall not be liable for circumstances for which the Awarding Entity 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 Agreement constituting the basis for their accrual took place.

8. The Awarding Entity shall be entitled to deduct any contractual penalties from the Contractor's receivables, including the amount of the remuneration specified in the invoice, to which the Contractor agrees.
9. Payment of contractual penalties shall not relieve the Contractor of its obligation to perform the Agreement.

#### **§ 7 Right of withdrawal**

1. In addition to the cases set out in the Polish Civil Code, the Parties shall be entitled to withdraw from this Agreement in the event of the circumstances set out in §7(2).
2. The Awarding Entity may withdraw from the Agreement, not earlier than within 7 days of becoming aware of the occurrence of one of the following circumstances and not later than the expiry of the guarantee (warranty) period for the object of the Agreement:
  - 2.1. The Contractor, as a result of its insolvency, fails to fulfil its monetary obligations for a period of at least three months;
  - 2.2. liquidation of the Contractor is undertaken or the Contractor is dissolved without liquidation, or the Contractor's business activity is terminated or the Contractor is stricken off from the CEIDG register of businesses,
  - 2.3. an order has been issued for the seizure of the Contractor's assets to an extent preventing the performance of the Agreement,
  - 2.4. the Contractor is experiencing financial difficulties to the extent preventing proper performance of the Agreement, in particular, seizures by bailiffs or other authorised bodies to the total amount in excess of PLN 200,000.00 (in words: two hundred thousand zlotys / ),
  - 2.5. The Contractor has supplied the Equipment that does not comply with the Agreement or has failed to perform the Agreement in accordance with its provisions or to provide any supporting services,
  - 2.6. The Contractor is in delay with the performance of the Agreement by 7 days, without the Contractor having to be given additional time for performance.
3. Furthermore, in the event of a substantial change of circumstances resulting in the performance of the Agreement not being in the public interest, which could not have been foreseen at the time of signature of the Agreement, the Awarding Entity may withdraw from the Agreement within 30 days of becoming aware of these circumstances.
4. The Contractor shall not be entitled to compensation if the Awarding Entity withdraws from the Agreement due to circumstances attributable to the Contractor or if the Contractor withdraws from the Agreement under §7(2) and §7(3) hereof.
5. Withdrawal from the Agreement shall be in writing with a statement of reasons, or else null and void.
6. The Awarding Entity reserves the right to partially withdraw from the Agreement in respect of the unperformed or improperly performed part of the object of the Agreement. In such a case, all provisions of the Agreement with regard to the properly performed part shall remain in force.
7. Withdrawal from the Agreement shall not affect the effectiveness of claims for payment of contractual penalties.

#### **§ 8 Force majeure**

1. Force majeure shall be understood as an event beyond the control of the Contractor, not resulting from its subcontractors' organisational problems, the occurrence or consequences of which it could not have foreseen or prevented or counteracted, and which prevents the Contractor from performing in part or in whole its obligations under this Agreement or which has a direct impact on the timeliness and manner of performance of the Agreement. The Parties consider the following circumstances as force majeure in particular: natural disasters, including flood and earthquake, aircraft crash, general or local strikes, acts of war or declaration of martial law, terrorist attack, declared states of emergency, declared states of epidemiological hazard or emergency, including COVID-19.
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 a case, the Parties shall agree on the manner and terms of further performance of the Agreement, temporarily suspend its performance or terminate the Agreement.

3. The time-limits set out in this Agreement shall be suspended for the duration of force majeure.

### **§ 9 Parties' representatives**

1. The Parties agree that the following persons shall be authorised to have direct contacts to ensure the proper execution of the object of the Agreement, its ongoing supervision and verification:
  - 1.1. For the Awarding Entity: *Mr.* ..... - *phone:* ....., *e-mail:* ..... or another person designated by the Awarding Entity;
  - 1.2. For the Contractor: *Mr/Mrs.* ..... - *phone:* ....., *e-mail:* .....
2. The Parties unanimously agree that the persons indicated above are not authorised to make decisions regarding changes to the rules for implementing the Agreement, or to incur new obligations or to amend the Agreement.

### **§ 10 Amendments**

1. The Parties allow amendments to the Agreement without the need for a new tender procedure in the following cases and within the following scope:
  - 1.1 change of the closing date for delivery of object of the Agreement (initial, final) by its shortening or extension and/or change of the manner of performance by introducing staging or suspending the performance due to reasons attributable to the Awarding Entity, concerning, in particular, key changes in the project schedule aimed at ensuring proper execution of the project, lack of preparation/unavailability of appropriate space, absence of the responsible employee, or reasons attributable to the equipment manufacturer concerning documented problems with production or delivery of the equipment or other reasons beyond the control of the Parties caused by force majeure within the meaning of § 8 of the Agreement,
  - 1.2 extension of the guarantee period if extended by the manufacturer/contractor,
  - 1.3 change of a specific type, model, name, manufacturer of the object of the agreement or its elements, improvement of quality or other parameters characteristic for a given element of the delivery, or change of technology to an equivalent or better one, in particular in the case of its production termination or discontinuance or withdrawal from production upon presentation of relevant documents from the manufacturer or distributor, with the proviso that the price indicated in § 3 may not be increased, and technical parameters may not be worse than those indicated in the tender,
  - 1.4 update of solutions due to technological progress or changes in the applicable regulations.

### **§ 11 Final provisions**

1. All representations by the Parties to the Agreement shall be made in writing and exchanged by registered post with acknowledgement of receipt, or else null and void.
2. The invalidity of one or more provisions of this Agreement shall not affect the validity of the Agreement in its entirety, in which case the Parties shall replace the invalid provision with a provision that is consistent with the purpose and other provisions of the Agreement.
3. In the event of any discrepancy between the Call for Tenders and the Agreement and in the event of matters not covered under this Agreement, the provisions of the Call for Tenders and its appendixes shall prevail.
4. Amendments and additions to this Agreement may only be made in writing or electronically (qualified electronic signature) or else null and void, and must be signed by authorised representatives of both the Awarding Entity and the Contractor.
5. Neither Party shall be entitled to assign its rights and obligations under this Agreement without the written consent of the other Party, in particular the Contractor shall not be entitled to assign its receivables under this Agreement without the prior written consent of the Awarding Entity.
6. The Parties shall notify each other of any change of address by registered letter, failing which any correspondence sent to the previously known address shall be deemed to have been effectively delivered.
7. In the event of a dispute between the Parties arising out of or in connection with the Agreement, the dispute shall be submitted to the common court having jurisdiction over the Awarding Entity's registered office.

8. Matters not covered under this Agreement shall be governed by Polish law (Republic of Poland), in particular the Act on special solutions related to preventing, counteracting and combating COVID-19, other infectious diseases and crisis situations caused by them of 2 March 2020 (i.e. Journal of Laws 2021 item 2095 as amended) and the Polish Civil Code of 23 April 1964 (i.e. Journal of Laws 2022 item 1360 as amended).
9. This Agreement has been drawn up in writing under the terms of Articles 78 and 78<sup>1</sup> of the Polish Civil Code, i.e. the Agreement has been drawn up in four counterparts: two (2) in Polish and two (2) in English, one in each language version for each of the Parties. In the event of any discrepancy between the language versions, the Polish version shall prevail.
10. Where the Agreement has been concluded in electronic form by affixing a qualified electronic signature, which, pursuant to Article 78<sup>1</sup> of the Polish Civil Code, is equivalent to the ordinary written form, the resulting electronic document shall be a confirmation that the Parties have unanimously made declarations of intent contained therein, and its effective shall be the date of submission of the last (later) declaration of intent regarding the entry into such Agreement by authorised representatives of each Party.

*Awarding Entity*

*Contractor*

**Appendix 1 to Agreement No. 80.272.257.2023**

Stamp of the relevant unit of the Jagiellonian University

**Acceptance report**

On ..... in connection with Agreement No. .... of  
.....

The following items **passed / failed** \* the acceptance procedure:

Supplier details .....

No.	Specification of supplied equipment						Date of delivery
	Name	Quantity	Manufacturer	Model/type	Serial No.	Date of manufacture of the equipment	

Under the Agreement, the acceptance of the Equipment should take place by .....

The acceptance of the Equipment was completed according to schedule/ not according to schedule\*

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

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

Re: invoice No. .... of.....

Value of goods/services .....

.....  
signature of the receiving person

on behalf of the Awarding Entity.....

on behalf of the Contractor.....

Phone: .....

Email address: .....

*\*if the value of the goods is determined in a currency other than PLN, the exchange rate on the day preceding the date of receipt of the goods/service will apply.*