


<p>JAGIELLONIAN UNIVERSITY PUBLIC PROCUREMENT DEPARTMENT 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, on 21.09.2023

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

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

1. Jagiellonian University, ul. Gołębia 24, 31-007 Kraków.
2. Unit managing the case:
  - 2.1 JU Public Procurement Department, ul. Straszewskiego 25/3 & 4, 31-113 Kraków;
    - 2.1.1 tel. +48 12 663-39-03
    - 2.1.2 e-mail: [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 announcements and information: [www.przetargi.uj.edu.pl](http://www.przetargi.uj.edu.pl)

**2) Award mode.**

1. The procedure for the award of a contract in the field of science is conducted by means of the procedure for the publication of an invitation to tender pursuant to Article 11(5)(1) of the Act of 11 September 2019 - Public Procurement Law (consolidated text, Journal of Laws 2023, item 1605 as amended) and the Act of 23 April 1964 on the Civil Code (consolidated text, Journal of Laws 2023 item 1610 as amended).
2. The provisions set out in this Invitation shall apply to the actions taken by the contracting party, hereinafter referred to as the “Contracting Authority”, and the interested party, hereinafter referred to as the “Contractor”, in the procurement procedure.

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

1. The subject of the contract is the selection of a Contractor for the delivery of multimodal microscopic stage for the needs of the Faculty of Chemistry, Jagiellonian University. The subject matter of the contract also includes the realisation of accompanying services: delivery to a place indicated by the Contracting Authority, assembly, installation, commissioning and conducting at least 1-day training in the use of the multimodal microscopic stage, amounting to 8 hours at the place of delivery.
2. The Contract is financed under the project *MAESTRO 14 pt. RamanSense: Metabolomika oparta na wzmocnionej stymulowanej mikroskopii ramanowskiej*, UMO-2022/46/A/ST4/00054.
3. A detailed description of the subject of contract is contained in Annex A to this Invitation.
4. General Requirements:
  - 1) The price must include delivery and all costs necessary to complete the order.
  - 2) The subject of the contract must be properly secured against any damage during transport and insured. The Contractor shall be responsible for any damage in transit.
5. Designation of the subject of contract according to the code of the Common Procurement Vocabulary:  
CPV: 38500000-0 Checking and testing apparatus.
6. Where proprietary names, types, models, symbols, etc., are indicated in the provisions of the Invitation or in the annexes to the Invitation, such provisions shall be understood to be accompanied by the term "or equivalent", the criterion used to assess equivalence being the fulfilment of at least the same characteristics, technical, functional and other parameters at a level, at least as described in the Invitation.

**4) Contract fulfilment deadline**

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

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

1. It is permissible to communicate in writing or electronically.
2. The communication takes place by electronic means to the e-mail address: [piotr.molczyk@uj.edu.pl](mailto:piotr.molczyk@uj.edu.pl).
3. If the Contracting Authority or the Contractor transmits any documents or information by electronic means, each party shall, upon request of the other, immediately acknowledge receipt.
4. Before submitting their tenders, Contractors may send their comments on the content of this Invitation to the Contracting Authority. In justified cases, taking into account the comments sent, the Contracting Authority may amend the content of this Invitation and extend the deadline for the submission of tenders accordingly.
5. The authorised person for purposes of communication with Contractors regarding formal and practical matters is Piotr Molczyk, e-mail: [piotr.molczyk@uj.edu.pl](mailto:piotr.molczyk@uj.edu.pl).

**6) Description of manner of tender preparation.**

1. Each Contractor may submit only one tender, covering the entire subject of contract, and calculate the price for the entire subject of contract.
2. The Contractor must enclose with the offer a technical and/or functional description or catalog(s)/prospectus(es) of the manufacturer(s) allowing for the evaluation of compliance of the offered item and its parameters with the requirements of the Invitation contained in item 3)2. The Client allows descriptions to be attached in English.
3. A tender and its appendices constituting an integral part thereof shall be prepared by the Contractor in accordance with the provisions of this Invitation, i.e. in accordance with the Tender Form and its appendices included in this Invitation.
4. The tender must be signed by the person(s) authorised to represent the Contractor in accordance with the entry in the National Court Register, the Central Business Activity Register or in another relevant register and must be written in Polish or English, submitted in the form of a signed scan or bearing a personal, trusted or qualified electronic signature, by e-mail to the address indicated in the Invitation.
5. If a tender is signed by an authorised representative, a power of attorney or another document confirming the authorisation to represent the Contractor must be attached to the tender.
6. The Contractor may reserve, at the latest by the date of receipt of the contract, that information related to this contract constituting a company secret within the meaning of Article 11 of the Act of 16 April 1993 on combating unfair competition (consolidated text, Journal of Laws 2020 item 1913 as amended) may not be disclosed.
7. Settlements between the Contractor and the Contracting Authority shall be made in Polish zloty (PLN).
8. Any costs associated with the preparation and submission of the tender shall be borne by the Contractor.
9. 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 29.09.2023 by 12:00 o'clock**, to the following address: [piotr.molczyk@uj.edu.pl](mailto:piotr.molczyk@uj.edu.pl), marked to identify the Contractor and indicating the subject and number of the procedure by indicating in the title of the e-mail: **"Tender for the selection of a Contractor for the supply of a multimodal microscopic stage for the needs of the Faculty of Chemistry of the Jagiellonian University, case no. 80.272.315.2023."**

**8) Description of price calculation.**

1. The lump-sum bid price should be quoted in Polish zlotys (PLN) and calculated based on an individual calculation made by the Contractor; delivery costs as well as all costs necessary to complete the subject matter of the contract: warranty costs, customs duties, taxes, transport, delivery to the building and premises indicated by the Contracting Authority, assembly, installation, cost of user training, discounts, rebates etc. which the Contractor intends to grant. Delivery location: Faculty of Chemistry, JU, Gronostajowa 2, 30-387 Krakow,
2. In case when the seat of the Contractor is located outside Poland, for the purpose of evaluation and comparison of bids, the Contracting Authority shall add the appropriate VAT to the presented price.
3. The price shall not be subject to indexation; the calculated price shall be a lump sum price for the entire subject matter of the contract.
4. No prepayment or advance payment shall be made for the performance of the subject matter of the contract, and payment shall be made in accordance with the provisions of the Contract.

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

1. The Contracting Authority shall select the most advantageous tender from among the valid tenders submitted in the procedure, on the basis of the tender evaluation criteria specified in the Invitation.

**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,

$C_{naj}$  - lowest price among valid tenders,

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

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

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 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:
  - a) a Contractor which is a natural person who has been finally convicted of an offence:
    - 1) involving participation in an organised criminal group or association with the aim of committing a criminal or fiscal offence referred to in Article 258 of the Criminal Code,
    - 2) involving trafficking in human beings as referred to in Article 189a of the Criminal Code,
    - 3) referred to in Article 228-230a, Article 250a of the Criminal Code or in Article 46 or Article 48 of the Sports Act of 25 June 2010,
    - 4) involving financing a terrorist offence referred to in Article 165a of the Criminal Code, or an offence involving preventing or hindering the ascertainment of criminal origin of money or concealment of its origin, as referred to in Article 299 of the Criminal Code,
    - 5) of a terrorist nature, as referred to in Article 115 § 20 of the Criminal Code, or with the aim of committing this offence,
    - 6) involving entrusting work to a minor foreigner referred to in Article 9(2) of the Act of 15 June 2012 on the effects of entrusting work to foreigners unlawfully residing on the territory of the Republic of Poland (Journal of Laws item 769),
    - 7) against economic turnover as referred to in Articles 296-307 of the Criminal Code, an offence of fraud as referred to in Article 286 of the Criminal Code, an offence against the reliability of documents as referred to in Articles 270-277d of the Criminal Code, or a fiscal offence,
    - 8) referred to in Article 9(1) and (3) or Article 10 of the Act of 15 June 2012 on the consequences of delegating work to foreigners unlawfully residing on the territory of the Republic of Poland or for a relevant prohibited act as defined in the provisions of foreign law;
  - b) a Contractor if an incumbent member of its management or supervisory body, a partner in a general partnership or other partnership, or a general partner in a limited partnership or a limited joint-stock partnership, or a proxy, has been validly convicted of an offence referred to above (point a);
  - c) a Contractor against whom a final court judgement or a final administrative decision on overdue payment of taxes, fees or social or health insurance contributions has been issued, unless the Contractor, before the deadline for submission of tenders, has paid the taxes, fees or social or health insurance contributions due, together with interest or fines, or has entered into a binding agreement on the repayment of those receivables;
  - d) a Contractors who has been legally banned from competing for a public contract;
  - e) a Contractor, if the Contracting Authority can establish, based on reliable grounds, that the Contractor entered into an agreement with other contractors aimed at distorting competition, in particular if they belonged to the same capital group within the meaning of the Act of 16 February 2007 on competition and consumer protection, and submitted separate tenders, partial tenders or requests to participate in the procedure, unless they prove that they prepared those tenders or requests independently of each other;
  - f) a Contractor if, in the cases referred to in Article 85(1) of the Act, there has been a distortion of competition resulting from previous involvement of that Contractor or of an entity which is a member of the same group with the contractor within the meaning of the Act on Competition and Consumer Protection of 16 February 2007, unless the distortion of competition caused thereby can be eliminated otherwise than by excluding the contractor from participation in the procurement procedure.
  - g) a Contractor in relation to whom the conditions described in Article 7(1) of the Act of 13 April 2022 on special solutions to counteract support for aggression against Ukraine and to protect national security (Journal of Laws of 2023, item 129) 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 (unless the Contracting Authority can increase this amount to the price of the most advantageous tender), or other justified circumstances arise, resulting in the invalidity of the Contract.
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 or hand over:
  - a) an up-to-date extract from the relevant register or from the central register and information on business activity, if separate regulations require entry in the register or register, if not submitted with the tender;
  - b) copies of agreements setting out the grounds and rules for joint procurement in the field of science - if tender is submitted by entities competing jointly for the award of a contract in the field of science (i.e. a consortium);
  - c) 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 2023, item 129) - 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) The Contract template - Annex No. 2 to the Invitation - contains the terms and contractual requirements for the execution of the subject of contract.**

**13) Information on the processing of personal data**

In accordance with Art. 13 and 14 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter "GDPR") in connection with Art. 19 item 1 of the Public Procurement Law (PPL) Act, the Jagiellonian University hereby informs that:

1. **The Controller** of your personal data is the Jagiellonian University, ul. Gołębia 24, 31-007 Kraków, represented by the Chancellor of the Jagiellonian University.
2. **The Jagiellonian University has appointed a Data Protection Officer**, ul. Czapskich 4, 31-110 Kraków, room no. 27. Contact with the DPO is possible by e-mail: [iod@uj.edu.pl](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. 80.272.315.2023*.
4. Your provision of personal data is a statutory requirement specified in the provisions of the PPL Act related to participation in the public procurement procedure.
5. The consequences of failing to provide personal data arise from the PPL Act.
6. Recipients of your personal data will be persons or entities to whom the documentation of the proceedings will be made available on the basis of Article 18 and Article 74(3) and (4) of the Public Procurement Law, while personal data referred to in Article 9(1) GDPR, collected in the course of the contract award procedure, shall not be made available.
7. Your personal data will be stored in accordance with art. 78 par. 1 of the Public Procurement Law Act for a period of at least 4 years counted from the date of completion of the public procurement procedure or until the expiry of the possibility to control the project co-financed

- or financed from European Union funds or the durability of such a project or other agreements or obligations arising from the implemented projects.
8. You have the right to:
    - a) on the basis of Article 15 GDPR, the right of access to your personal data;
    - b) on the basis of Article 16 GDPR, the right to rectify your personal data;
    - c) on the basis of Article 18 GDPR, the right to request the controller to restrict the processing of personal data,
    - d) the right to lodge a complaint with the President of the Data Protection Authority if you consider that the processing of your personal data is in breach of GDPR.
  9. You do not have the right to:
    - a) the right to erasure of personal data in connection with Article 17(3)(b), (d) or (e) GDPR,
    - b) the right to transfer personal data as referred to in Article 20 GDPR,
    - c) the right to object to the processing of your personal data, as the legal basis for the processing of your personal data is Article 6(1)(c) in conjunction with Article 21 GDPR.
  10. **Your personal data referred to in Article 10 GDPR** may be made available in order to enable you to use the legal remedies referred to in Section IX of the PPL Act, until the expiry of the deadline for their filing.
  11. The Contracting Authority informs you that decisions will not be taken by automated means with **regard to your personal data**, pursuant to Article 22 GDPR.
  12. In the event that it would take a disproportionate effort to comply with the obligations referred to in Article 15(1) - (3) GDPR in order to exercise your right indicated in point 8(a) above, **the Contracting Authority may require you** to provide additional information to clarify the request, in particular the name or date of the public procurement procedure opened or completed.
  13. **Your exercise** of the right indicated in point 8(b) above to rectify or supplement your personal data, as referred to in Article 16 GDPR, cannot result in changing the outcome of the public procurement procedure or alter the provisions of the contract to an extent that is incompatible with the PPL, nor can it affect the integrity of the protocol of the public procurement procedure and its annexes.
  14. **Your exercise** of the right indicated in point 8(c) above to request the restriction of processing referred to in Article 18(1) GDPR shall not restrict the processing of your personal data until the end of the public procurement procedure and also after the procedure in the event of the circumstances referred to in Article 18(2) GDPR (the right to restrict processing shall not apply in respect of storage, in order to ensure the exercise of legal remedies or to protect the rights of another natural or legal person, or for compelling reasons of public interest of the European Union or of a Member State).

**14) Annexes to the Invitation:**

Annex A - Description of the Subject of Contract

Annex No. 1 - Tender Form

Annex No. 2 - Contract Template

**Annex A to the Invitation**

**DESCRIPTION OF THE SUBJECT OF CONTRACT**

The subject of the tender is the supply, installation, commissioning, and training on the operation of a **multimodal microscopic stage with 532 nm line and detection in transmission**. The system must include at least the following elements and meet the following criteria:

- The system must contain a microscope unit with an integrated optical microscope equipped with low/high magnification optical lenses. The system must include the following minimum lenses:
  - 10x objective for visible light.
  - 40x objective for visible and infrared light, meeting additional criteria:
    - Cassegrain design.
  - 50x objective for visible light, meeting additional criteria:
    - Dry objective.
    - No glass correction or adjustable to 0 (zero).
    - Numerical aperture of **at least 0.8**.
    - Working distance **in the range of 1-2 mm**.
    - Fluorescence capable.
  - 100x objective for visible light, meeting additional criteria:
    - No glass correction or adjustable to 0 (zero).
    - Numerical aperture **of at least 0.95**.
    - Working distance **in the range of 0.3-0.5 mm**.
- The objectives must be placed on a motorized four-position rotating turret controlled by a computer.
- The selected measurement objective must be motorized in the Z-axis, controlled via computer.
- The microscope must have an automated, motorized X-Y stage with dimensions of **at least 100 x 50 mm** and a **minimum step size of 100 nm**.
- The microscope must include an integrated visible range camera with a resolution of **at least 5 MP**.
- The system must support the operation of a visible laser with a wavelength of 532 nm owned by the ordering party, with optics optimized for this wavelength.
- The system must allow for the connection of the ordering party's own detector for transmission detection of the aforementioned 532 nm visible laser beam. The supplier must provide appropriate mounting elements and install the detector.
- The system must include reflection-based illumination that can be turned on and off and can be attached and detached simultaneously with the measurement beam of the 532 nm visible laser owned by the ordering party.
- The system must contain a computer workstation and system electronics, to which the ordering party's detector can be connected for collecting the signal from the ordering party's laser.
- The system must include software that allows for the control of motorized and automated components such as the X-Y stage, Z-axis objective movement, and turret rotation, as well as software for data acquisition and analysis, including the following aspects:
  - Data will be collected from the ordering party's detector, which will record the modulated laser beam intensity from the 532 nm visible laser with frequencies ranging from 500 kHz to 3 MHz. The supplier

is responsible for demodulating the signal using suitable electronics (the reference signal for the demodulation frequency, supplied by the ordering party as a 5V TTL signal, will be in the frequency range of 500 kHz to 3 MHz) and registering the signal in synchronization with the movement of the X-Y stage, which will scan the sample within its range of motion. The supplier must provide comprehensive software that records a frame consisting of pixels, each corresponding to the demodulated signal during the X-Y stage pause at a specific measurement point on the sample. The X-Y stage must allow for automated scanning within its range of motion with a minimum step or its multiple. The size and step of the stage are described above.

- The collected frames will correspond to various Raman and IR bands of the analyzed sample, measured indirectly through the registration of the photothermal effect excited periodically in different ways and indirectly measured through the registration of the intensity of the 532 nm visible laser beam owned by the ordering party. The supplier's task is to provide complete software that, besides registration, allows for the combination of individual frames to create a Raman/IR spectrum. The software must also have the capability to analyze the obtained spectra.



**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 supply of a multimodal microscopic stage for the needs of the Faculty of Chemistry of the Jagiellonian University, we hereby submit the following tender:

- 1) we offer to perform the subject matter of the contract for the total net amount of ..... PLN, plus due VAT in the amount of ...%\* , which gives the gross amount of ..... PLN (in words:..... PLN), including computer workstation: net amount of ..... PLN, plus due VAT in the amount of ...%\* , which gives the gross amount of ..... PLN (in words:..... PLN), whereas the given price includes all the costs indicated in point 8) 1. of the Invitations.
- 2) we declare that we offer at least a 12-month guarantee under the terms and conditions of the and conditions indicated in the Invitation and its annexes,
- 3) we declare that we have become acquainted with the provisions of the Invitation and consider ourselves bound by the terms and conditions and rules of procedure specified therein,
- 4) we declare that we have familiarised ourselves with the contractual terms and requirements and declare that we are bound by these provisions,
- 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 2023, item 129), 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) The person authorised to contact the Contracting Authority in respect of the submitted tender and in matters relating to the possible execution of the Contract is: ....., e-mail address: ....., tel.: ..... (*can be completed optionally*)
- 9) Annexes to the Tender Form:
- Annex No. 1 – Contractor’s Declaration
  - Annex No. 2 - Calculation Of The Tender Price
  - Other:.....

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

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

**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**

**Annex No. 1 to Tender Form**

**DECLARATION**

By submitting a tender for the selection of a Contractor for the supply of a multimodal microscopic stage for the needs of the Faculty of Chemistry of the Jagiellonian University, I declare that the prerequisites described in section 9) sub. 8 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)

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

**CALCULATION OF THE TENDER PRICE**

<b>Subject of the contract</b>	<b>Model</b>	<b>Producer</b>	<b>quantity pcs</b>	<b>the net value</b>	<b>gross value</b>
multimodal microscopic stage as per the invitation  /supply with accompanying services/			1		
computer workstation			1		

**The Contractor must indicate the price for the entire subject of the contract. The Contractor must offer a device with parameters no worse than those specified by the Ordering Party in Appendix A to the Invitation.**



**Appendix No. 2 to the Invitation**

**PROJECT PROVISIONS OF THE CONTRACT 80.272.315.2023**

**concluded in Krakow on ..... 2023 by and between:**

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

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

**1. ....**

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

**§ 1**

1. The Contracting Authority entrusts, and the Contractor accepts, the delivery of delivery of a multimodal microscopic stage with the model ..... for the needs of the Faculty of Chemistry of the Jagiellonian University, hereinafter also referred to as the equipment, device, apparatus or subject of the contract together with the accompanying services, in accordance with the description of the subject of the contract contained in Appendix A to the Invitation and the Contractor's offer.
2. The Contractor, as part of the execution of the subject of the agreement, shall be obliged in particular to provide the following accompanying services: transport, bringing, assembly, commissioning of the apparatus at the Department of Chemistry of the Jagiellonian University, ul. Gronostajowa 2, 30-387 Kraków, and at least 1-day training of 8 hours for persons using the apparatus.
3. The Customer orders and the Contractor undertakes to perform all activities necessary to complete the subject of the Contract.
4. The Contractor shall be obliged to complete the entire subject of the Contract, together with associated services, within 6 months from the date of awarding the contract, i.e. conclusion of the contract.
5. The subject of the agreement shall be delivered to the seat of the Faculty of Chemistry of the Jagiellonian University and the performance of accompanying services shall take place on working days from 7.30 a.m. to 3.30 p.m. For the purposes of this agreement, working days shall be understood as days from Monday to Friday, excluding public holidays.
6. The Contract is financed under the project *MAESTRO 14 pt. RamanSense: Metabolomika oparta na wzmożonej stymulowanej mikroskopii ramanowskiej, UMO-2022/46/A/ST4/00054.*
7. An integral part of this agreement is the documentation of the procedure, including particular the Invitation with annexes and the Contractor's offer of .....2023.
8. The Contractor shall bear full material and legal liability for any damage caused to the Contracting Authority, as well as third parties, by activities resulting from the performance of this Contract.
9. Subcontracting a part of the contract to subcontractors does not change the Contractor's obligations towards the Contracting Authority for the performance of that part of the contract.

The Contractor shall be responsible 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 Contractor declares that it has adequate knowledge, experience and facilities to perform the subject matter of the Contract.
2. The Contractor declares that the subject matter of the Contract shall be performed with high quality of materials and workmanship, and shall meet the agreed deadlines with due diligence, taking into account the professional nature of its business.
3. The Contractor declares that the supplied equipment constituting the subject of this agreement 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 sub-assemblies, parts, materials necessary for commissioning and use), its purchase and use for its intended purpose, does not infringe on the law, including the rights of third parties, and in terms of safety it complies with CE standards for the safety of electrical equipment.

## § 3

1. The amount of remuneration due to the Contractor for the performance of the subject matter of the contract has been established on the basis of the Contractor's bid.
2. For the performed and accepted subject matter of the contract the Contracting Authority shall pay to the Contractor the total remuneration in the amount of ..... PLN net (in words net: ..... PLN), which, after adding the vat rate due in the amount of .....% gives the gross amount: ..... PLN (in words: ..... PLN).
3. The Contractor's remuneration includes, in particular, all costs of works and activities necessary to perform the subject matter of the contract, including the costs of delivery, transport, assembly, commissioning, training, costs of services provided under the guarantee, liability under the warranty for defects.
4. The remuneration referred to in paragraph 2 above will be paid after the delivery of the entire subject matter of the contract and upon completion of all associated services..
5. The Contracting Authority is a VAT taxpayer and has a NIP number 675-000-22-36.
6. The Contractor is a VAT payer and has a NIP number ..... or is not a VAT payer in the territory of the Republic of Poland (RP).
7. In the event that the Contracting Authority is obliged to pay the tax in accordance with the provisions on VAT, the VAT due on the amount of remuneration shall be paid by the Contracting Authority to the account of the appropriate Tax Office. \*
8. The Ordering Party declares that in accordance with the Act of March 11, 2004 on tax on goods and services (consolidated text: Journal of Laws of 2023, item 1570, as amended), hereinafter referred to as "PTU". will apply for consent to apply a 0% VAT rate to the ordered computer workstation in the scope covered by the above. tax rate – in accordance with Art. 83 section 1 point 26 of the mentioned Act.
9. The Contractor, within 14 days of receiving the Ordering Party's notification sent to the Contractor's e-mail address, about the issuance of a certificate by the minister responsible for higher education confirming the intended use of the supplied equipment for an educational institution within the meaning of Art. 83 section 1 point 26 of the Labor Code, will issue and deliver an invoice correction for the net amount indicated in § 3 section 2 contracts in the scope covered by the 0% VAT rate to the headquarters of the Supply Department - Equipment Section of the Jagiellonian University in Krakow (30-060) at ul. Ingardena 3, room no. 5. The provisions of the first sentence do not apply if the Contractor has issued an invoice for the amount of net remuneration within the scope of the 0% VAT rate. The Contractor will refund the amount indicated in the above correction invoice to the bank account indicated by the Ordering Party within 21 days from the date of its issue.

## § 4

1. The Contractor shall receive remuneration upon completion of the entire subject matter of the Contract, as confirmed by a no claims acceptance protocol, and upon submission of a correctly issued invoice to the registered office of the JU unit referred to in § 1 item 2 of the Contract.
2. The deadline for payment of the invoice for the completed and accepted subject matter of the Contract is set to 30 days from the date of delivery of a correctly issued invoice and acceptance of the subject matter of the contract and signing of an acceptance protocol without reservations by a person authorised by the Contracting Authority.
3. The invoice shall be issued as follows:  
Jagiellonian University, ul. Gołębia 24, 31-007 Krakow.  
NIP [TAX IDENTIFICATION NUMBER]: EN 675-000-22-36, REGON: 000001270  
and be marked with a note as to which of the Contracting Authority 's Units the contract was completed for.
4. The day of acceptance of the subject matter of the Contract shall be deemed to be the day of actual performance by the Contractor of the activities comprising the subject matter of the order, which shall be recorded in said acceptance protocol.
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 the subject of the agreement arrives at the Contracting Authority damaged or has defects that make it unusable, the Contractor shall replace it at his own risk and expense, as soon as possible, as agreed by the parties to the agreement.
7. In the event that 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 shall not confirm the completion of the contract and shall not constitute the basis for payment of the Contractor's remuneration, unless the Contracting Authority expressly indicates otherwise in the protocol.
8. The delivery of the object may not take place in parts. The protocol of acceptance of the subject of the agreement may be signed at the moment of its delivery in full to the Contracting Authority and after ascertaining the absence of visible defects and after performing the accompanying services.
9. An acceptance protocol of the subject matter of the contract shall be drawn up with the participation of the authorised representatives of the contractual parties, after checking the compliance of the performance of the subject of the contract with the in accordance with the terms and conditions of the agreement, the Invitation with appendices and the Contractor's offer, as well as the performance of accompanying services.
10. The Contracting Authority shall perform the acceptance of the entire subject matter of the contract immediately, no later than within 5 working days from the date of receipt by him of a notice from the Contractor, provided, that the subject of the agreement will be free of defects.
11. Signing the 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 matter of the contract by the Contracting Authority after the acceptance.
12. 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.
13. On the part of the Customer, the representative indicated in § 9.1.1 of the contract shall be authorised to perform acceptance of the subject of the contract.
14. On the part of the Contractor, the person indicated in § 9, item 1.2 of the contract shall be authorised to perform acceptance activities.
15. The remuneration due to the Contractor shall be paid by transfer from the Contracting Authority bank account to the Contractor's bank account indicated in the invoice.
16. The place of payment shall be the Contracting Authority Bank, and payment shall be made upon execution of the transfer order by the Contracting Authority.
17. In case of issuing structured electronic invoices within the meaning of Article 6 (1) of the Act of 9 November 2018 on electronic invoicing in public procurement, concessions for works or

services and public-private partnership (i.e. Journal of Laws 2020, item 1666, as amended) via the Electronic Invoicing Platform available at <https://efaktura.gov.pl/>, the Contractor shall enter the following email address in the "reference" box: .....

18. The Contractor shall be obliged to indicate on the invoice the account number that has been disclosed in the list of entities registered for VAT purposes, unregistered and deleted and reinstated in the VAT register, kept by the Head of the National Tax Administration (the so called "White list" - Article 96b item 1 of the Act of March 11, 2004 on tax on goods and services - i.e. Journal of Laws 2023, item 1570, as amended).
19. 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.
20. If the Contractor is registered as an active VAT payer, the Contracting Authority may make payment of remuneration using the split payment mechanism, i.e. in the manner specified in art. 108a item 2 of the Act of March 11, 2004 on value added tax (i.e. Journal of Laws 2022, item 931, as amended). The provisions of the first sentence shall not apply if the subject matter of the contract constitutes an activity that is exempt from VAT or is subject to a 0% VAT rate.
21. The Contractor confirms that the bank account disclosed in the invoice is for the sole purpose of settlements for its business activity, for which the VAT account is maintained.

#### **§ 5 Guarantee and warranty**

1. The Contractor undertakes to perform the subject matter of the Contract without any defects and faults; however, he shall be obliged to verify the compliance of the markings on the subject matter of the Contract with the data contained in the warranty document (guarantor's statement) indicated in item 2 hereof and the condition of seals and other safeguards placed on it, if such safeguards are in place.
2. Together with the delivery of the entire subject matter of this Contract, the Contractor shall provide the Contracting Authority with a warranty document (guarantor's statement), the content of which shall include at least the following information: name and address of the guarantor or its representative in the Republic of Poland, duration and territorial range of the warranty protection, the Contracting Authority's rights in the event of finding a physical defect, as well as a statement that the warranty does not exclude, limit or suspend the Contracting Authority's rights resulting from the provisions on warranty for defects of the subject of the Contract.
3. The Contractor shall give a 12 month warranty for the subject matter of the contract, counting from the date of contract performance, i.e. from the date of acceptance of the subject matter of the contract, as confirmed by a no claims acceptance protocol, taking into account the provisions concerning the warranty terms resulting from the Invitation along with appendices. Under the warranty, the Contractor shall be obliged, among others, to perform free of charge (included in the offer price) current maintenance, service and inspections, resulting from the warranty terms and to repair the subject matter of the contract during the warranty period. The Contractor warrants all equipment, components, subassemblies, and other items included in the subject matter of the contract or services purchased by the Contractor from third parties excluding consumables. The warranty shall cover faults, material and structural defects, as well as failure of the supplied equipment to meet the functional requirements declared by the Contractor. All costs associated with warranty performance shall be paid by the Contractor.
4. The warranty shall be provided by the manufacturer or its authorized service or persons at the Contractor's expense at the Contracting Authority's headquarters, and if this is technically impossible, all organizational activities and costs associated with providing warranty service outside the Contracting Authority's headquarters shall be borne by the Contractor.
5. Subject to the provisions of paragraph 6, if defects are found in the completed subject of the contract, the Contractor undertakes to replace it free of charge or remove the defects under the terms and in the manner specified in the content of the guarantee document (guarantor's



statement) indicated in paragraph 2 above, taking into account the provisions of this paragraph of the contract.

6. In the event of defects in the completed subject of the agreement, the Contractor undertakes to replace it free of charge or remove the defects at the place of use of the equipment in question (on-site) within the time limit agreed by the Parties, but no longer than 5 working days, while the reaction of the service has to take place within 24 hours from the moment of notification by phone or e-mail (the so-called Next Business Day), and the visit of a service technician within 5 working days from the notification of a defect requiring the intervention of the service. At the same time, all organisational activities and costs related to the provision of the warranty service outside the place of performance of the contract shall be borne by the Contractor. In the case of the necessity of bringing in specialised spare parts, the time limit shall not be longer than 21 days, unless the Parties, on the basis of a relevant necessity protocol, agree to extend the repair time.
7. In the case of a three-time defect of the same element of the subject of the agreement or when the total time of repairs of the subject of the agreement exceeds three months during the warranty period, the Contractor shall be obliged to replace the subject of the agreement with a new one at his own expense within 21 calendar days from receiving a written notification of the occurrence from the Contracting Authority.
8. The Contractor guarantees the highest quality of the delivered subject matter of the contract in accordance with the technical specification. Liability under the warranty covers both defects resulting from causes inherent in the subject matter of the contract at the time of acceptance by the Contracting Authority and any other physical defects resulting from causes attributable to the Contractor, provided that these defects become apparent within the warranty period.
9. The warranty period shall begin on the day following the acceptance of the subject matter of the contract, whereas in the case of replacing a defective subject matter of the contract (its element or module) with a new one or performing removal of a significant defect (fault), the warranty period shall start anew from the moment of delivering repaired items (subject matter of the contract, its element or module, respectively) to the Contracting Authority .
10. 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.
11. The Contracting Authority may exercise its rights under the warranty for physical defects of goods regardless of the rights under the warranty. The rights under the warranty for physical defects expire after 24 months from the time of delivery of the entire subject matter of the contract to the Contracting Authority , as confirmed by a signed no claims acceptance protocol, whereas if the Contracting Authority exercises its rights under the warranty, the period for exercising its rights under the warranty shall be suspended as of the date of notifying the Contractor about a defect (fault). This period shall continue to run from the date of the Contractor's refusal to perform its obligations under the warranty or ineffective expiry of the time limit specified for removal of a defect (fault) in the subject matter of the contract.
12. Within the framework of exercising rights under the warranty for physical defects of the item, in particular in the case of defective installation of the subject matter of this contract 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. Should the Contractor fail to perform this obligation, the provisions of item 12 of this section hereof shall apply accordingly.
13. 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.
14. 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.

15. 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 lack of packaging, will be subject to the warranty service.
16. The Contractor undertakes to provide technical support for the equipment and access to sensors, spare parts and after-warranty service for at least 3 years from the date of installation of the equipment.

### **§ 6 Contractual penalties**

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 clause, pay to the Contracting Authority a contractual penalty in the following amount in cases:
  - 2.1 withdrawal from the Contract for reasons attributable to the Contractor in the amount of 10% of gross remuneration determined in § 3 item 2 of the Contract;
  - 2.2 non-performance or undue performance of the Contract - in the amount of 10% of the gross remuneration determined in § 3 item 2 of the Contract, where undue performance of the Contract means performance which is inconsistent with the content of the Contract or the Contractor's bid, or the provisions of the Invitation along with appendices, or which does not ensure achievement of the required parameters, functionality and scope resulting from the Invitation along with appendices.
  - 2.3 delay in performing the subject matter of the Contract - in the amount of 0.2% of gross remuneration determined in § 3 item 2 of the Contract for each day of delay counting from the day following the deadline for completing the subject matter of the Contract determined in § 1 item 4 hereof; not more than 10% of gross remuneration determined in § 3 item 2 hereof;
  - 2.4 delay in removal of defects in the subject matter of the Contract found during acceptance - in the amount of 0.2% of gross remuneration determined in § 3 item 2 hereof for each day of delay, starting from the next day after the deadline set by the Contracting Authority for removal of defects, but not more than 10% of gross remuneration determined in § 3 item 2 hereof,
  - 2.5 delay in removal of defects identified during the warranty period - in the amount of 0.2% of gross remuneration determined in § 3 item 2 hereof for each day of delay counted from the next day after the deadline (day) determined in accordance with § 5 item 6 hereof or in a written statement of the Parties; not more than 10% of gross remuneration determined in § 3 item 2 hereof.
  - 2.6 delay in replacing the subject of the agreement within the time limit referred to in § 5 item 6 in the amount of 0.5% of the gross contractual remuneration for each day of delay, not more than 20% of the gross remuneration referred to in § 3 item 2.
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, excluding the circumstance referred to in § 7 item 3 of the Agreement, in the amount of 10% of the gross remuneration determined in § 3 item 2 of the Agreement.
4. The Parties may seek damages in excess of the stipulated contractual penalties on general terms, with the contractual penalties specified in items 2 and 3 being countable towards the subject supplementary damages claimed by a given Party to the Contract.
5. The sum of the contractual penalties may not exceed 20% of the gross remuneration referred to in § 3 section 2 of this agreement.
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 matter of the contract or its proper performance. The Contractor shall not be liable for circumstances for which the Contracting Authority is solely responsible.

7. The claim for payment of contractual penalties shall become due and payable as of the day following the day on which the factual circumstances defined herein as the basis for their calculation occurred.
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 from the obligation to perform the Agreement.

#### **§ 6 Withdrawal from the contract**

1. In addition to the cases listed in the Civil Code, the Parties shall have the right to withdraw from this Contract in the event of the circumstances indicated in item 2.
2. The Contracting Authority may withdraw from the contract not earlier than within 7 days from the date of becoming aware of the occurrence of one of the following circumstances and not later than by the end of the warranty period for the subject matter of the contract, i.e. when:
  - 2.1 As a result of its insolvency, the Contractor fails to perform its monetary obligations for a period of at least 3 months;
  - 2.2 action is taken in order to liquidate the Contractor, dissolution of the Contractor without liquidation or deletion of the Contractor as an entrepreneur from the CEIDG;
  - 2.3 seizure of the Contractor's property occurs;
  - 2.4 he Contractor delivers apparatus that does not comply with the content of the Contract or exceeds the deadline for the performance of the Contract by 7 days, and does not perform the Contract in accordance with its provisions within an additional period determined by the Contracting Authority, not exceeding 7 days;
  - 2.5 learn about the occurrence of major financial difficulties at the Contractor, in particular the occurrence of bailiffs' seizures or other activities of authorized bodies with a total value exceeding PLN 200,000.00 (in words: two hundred thousand zlotys 00/100).
3. In the event of a material change of circumstances, causing that the performance of the Contract is not in the public interest due to circumstances that were unforeseeable at the time of conclusion of the Contract, the Contracting Authority shall have the right to withdraw from the Contract within 30 days from the date on which it becomes aware of such circumstances.
4. The Contractor shall not be entitled to compensation for withdrawal from the Contract by the Contracting Authority due to circumstances attributable to the Contractor or in the event of withdrawal from the Contract pursuant to items 2 and 3 hereof.
5. Withdrawal from the Agreement shall be made in writing under pain of nullity and shall state the reasons for it.
6. In the event of premises for withdrawal from the Contract, the Contracting Authority shall be entitled to withdraw partially or completely. The Contracting Authority shall be entitled to use the part of the Contract not affected by the withdrawal. In such a situation, the Contractor is entitled to remuneration for the part which is not affected by the withdrawal.
7. Withdrawal from the Agreement shall not affect the effectiveness of claims for payment of contractual penalties.

#### **§ 8 Force majeure**

1. Force majeure shall mean an event beyond the control of the Contractor, not attributable to his and his subcontractors' organisational problems, the occurrence or consequences of which he could not have foreseen or prevented or counteracted, and which prevents the Contractor from performing in part or in whole his obligation under this contract or which has a direct effect on the timeliness and manner of performance of the contract. The parties shall recognise as force majeure circumstances in particular: declared states of natural disaster, including floods and earthquakes, collapse of aircraft, general or local strikes, acts of war or declaration of martial law, terrorist attack, declared states of emergency, declared states of epidemic emergency, including COVID-19 declared state of epidemic emergency.

2. If, due to circumstances of force majeure, a Party is unable to perform its contractual obligations in whole or in part, it shall immediately notify the other Party. In such case, the Parties shall agree on the manner and principles of further performance of the Contract, temporarily suspend its performance or terminate the Contract.
3. The running of the time limits set forth in this Contract shall be suspended for the duration of the obstacle caused by force majeure.

### **§ 9 Parties' representatives**

1. The Parties agree that the following persons are authorised for direct contacts aimed at ensuring proper implementation of the subject matter of the Agreement, its ongoing supervision and verification:
  - 1.1 on the part of the Contracting Authority: ..... or other person indicated by the Contracting Authority
  - 1.2 on the part of the Contractor: Mr/Ms: ..... - Tel: ....., e-mail: .....
2. The Parties unanimously agree that the persons indicated above are not authorised to make decisions on changing the principles of performance of the Contract, or assuming new obligations or amending the Contract.

### **§ 10 Contract amendment**

1. The parties agree that the contract may be amended without a new procedure in the following cases and scopes::
  - 1.1 changes to the time limit for realisation of the subject of the Agreement (initial, final) by its shortening or extension and/or changes to the manner of realisation through the introduction of stages of realisation, suspension of realisation - due to reasons lying on the side of the Contracting Authority, concerning, in particular, key changes in the project schedule aimed at ensuring proper realisation of the project, lack of preparation/transmission of the realisation/delivery site, absence of an employee responsible for the realisation or acceptance of the subject of the agreement, or reasons lying on the side of 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 an extension of the warranty period if extended by the manufacturer/contractor, updating solutions due to technological progress or changes in applicable regulations.
  - 1.3 a change of a specific type, model, name, manufacturer of the subject of the agreement or its elements, improvement of quality or other parameters characteristic for a given element of the delivery or a change of technology to an equivalent or better one, in particular in the 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 may not be increased, and the technical parameters may not be worse than those indicated in the content of the offer,
  - 1.4 updating of solutions due to technological progress or changes in applicable regulations

### **§ 11 Final provisions**

1. All declarations of the Parties to the Contract shall be made in writing under pain of nullity by registered mail or by acknowledgement of receipt.
2. The possible invalidity of one or more provisions of this Agreement shall not affect the validity of the Agreement in its entirety, in which case the Parties shall replace the invalid provision with a provision that is consistent with the purpose and other provisions of the Agreement.
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 additions to this Agreement may be made, under pain of nullity, only in writing or in electronic form (qualified electronic signature) and must be signed by authorised representatives of both the Contracting Authority and the Contractor.
5. Neither Party shall be entitled to assign its rights and obligations under this Agreement without obtaining 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 Contracting Authority, otherwise being null and void.
6. The Parties undertake to notify each time by registered mail of a change in the address of their registered office, otherwise any correspondence sent to the previously known address shall be deemed effectively delivered.
7. If a dispute arises between the Parties arising out of or in connection with the contract, the dispute shall be referred to the common court having jurisdiction over the registered office of the Contracting Authority.
8. In matters not governed by this Contract, the provisions of Polish law (RP) shall apply, in particular the provisions of the Act of April 23, 1964 - Civil Code (i.e. Journal of Laws 2023, item 1610, as amended).
9. The Contract has been drawn up in four counterparts: two (2) in Polish and two (2) in English, one in each language version for each Party. In case of discrepancies between the language versions, the Polish version shall prevail, subject to paragraph 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.

***The Contracting Authority shall:***

***Contractor:***

.....

.....

Appendix No. 1 to the Agreement No. 80.272.315.2023

.....  
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*