SPECIFICATION OF ESSENTIAL TERMS AND CONDITIONS OF THE PUBLIC PROCUREMENT (hereinafter referred to as the ‘SETCPP’) 

1) Full name (company name) and address of the Purchaser.  
2. Unit assigned to the Tender Procedure:  
2.1 Public Procurement Office of the Jagiellonian University, ul. Gołębia 6/2, 31-007 Kraków;  
2.1.1 tel. +4812-432-44-50; fax +4812-432-44-51 lub +4812-663-39-14;  
2.1.2 e-mail: bzp@uj.edu.pl  
2.1.3 website: www.uj.edu.pl  
2.1.4 place of publication of announcements and information: http://przetargi.adm.uj.edu.pl/ogloszenia.php

2) Contract Award Procedure.  
1. The procedure shall be carried out as an open tender, pursuant to the regulations under the Act of 29 January 2004 ‘Public Procurement Law’, hereinafter referred to as the ‘PPL’ (consolidated text: Polish Journal of Laws of 2013, item 907, as amended), and the estimated value of this procurement is lower than so-called ‘EU thresholds’.  
2. The Public Procurement procedure is conducted by the evaluation committee appointed to perform the procedure for the award of Public Procurement.  
3. Provisions of the aforementioned Public Procurement Law (PPL) and regulations related thereto, enacted on the basis of the PPL, shall apply to actions undertaken by both the Purchaser and the prospective Contractors in connection with the procedure aiming at awarding a Contract. With regard to issues not governed by that Law, the provisions of the
3) **Description of the Object of Public Procurement.**

1. The Object of Public Procurement and of the prospective Contract is the selection of a Contractor for the delivery of the ionizing radiation monitoring system with installation at National Synchrotron Radiation Center SOLARIS (hereinafter called: SOLARIS) in Krakow and tests of the connection and proper functioning of the system with training. All actions related to the performance of the delivery on behalf of the Jagiellonian University, shall be performed by Synchrotron Radiation Center SOLARIS (hereinafter called SOLARIS).

1.1 The radiation monitoring system must involve 7 ionizing radiation monitoring stations: 2 gamma-neutron stations and 5 gamma stations. Totally it must contain 9 radiation detectors: 7 gamma detectors and 2 neutron detectors.

1.2 The Public Procurement is co-financed by the European Union through the European Regional Development Fund and the state budget, under the Innovative Economy Operational Programme 2007-2013, Project No. POIG.02.01.00-12-213/09 /National Research Centre for Electromagnetic Radiation – Stage I/ Priority 2. Infrastructure of area B+R, Operation 2.1., Development of centres of high research potential.

2. The Contractor shall assure the performance of the contract within deadline indicated in point 4) of SETCPP, up to 140 days from the date of the contract signing.

3. The Contractor shall offer the Object of the Public Procurement that is compliant with the requirements specified in the SETCPP. The Contractor shall enclose to the Bid technical or/and functional description, or producer’s catalogue (indicating in particular: offered type, model, name of producer, product characteristic and other important information), allowing verification of the compliance of the equipment with the requirements specified in the SETCPP. The documents mentioned above may be issued in English version.

4. The Contractor shall provide a warranty for the Object of the Public Procurement valid for at least 12 months from the date of installation and tests of connection and proper functioning of the Object of Public Procurement.

5. The Contractor shall offer a lump sum price for delivery of the Object of the Public Procurement in the form of an individual calculation based on the provisions and requirements of the SETCPP specifying the separate prices for: gamma monitoring stations, gamma-neutron monitoring stations, software, calibration, installation, training and other necessary accessories.

6. In case the Contractor intends to employ subcontractors, the bid shall include a list with the scope of works assigned to those subcontractors (parts of the Object of the Contract).

7. The Contractor shall fill in and sign the bid form together with its appendixes, or submit an offer according to its content. Additionally the Contractor may sign and add to the offer the contract draft which constitutes an integral part of the SETCPP. The Contractor shall add to the offer all documents, statements and appendixes required according to the SETCPP.

8. The Purchaser foresees the possibility of awarding a complementary contract involving an extension of the delivery of ordered stations, detectors together with installation representing not more than 15% of the estimated value of the contract.

9. The description of the Object of Public Procurement consistent with the wording of the Common Procurement Vocabulary (CPV) is CPV: 38500000-0 Checking and testing apparatus.
10. The detailed description of the Object of Public Procurement along with the description of parameters and technical as well as functional requirements.
SETCPP – for the selection of a Contractor for the ionizing radiation monitoring system with installation under the project of the “National Electromagnetic Radiation Centre for research purposes (phase I)”, the project co-funded by European Union within the frame of the Innovative Economy Operational Program.

Case no: CRZP/UJ/123/2014

Public Procurement Office JU
e-mail: bzp@uj.edu.pl  www.uj.edu.pl  http://przetargi.adm.uj.edu.pl/ogloszenia.php

Fig. 1 The planned placement of the radiation monitoring station in SOLARIS.
The radiation monitoring system must involve 7 ionizing radiation monitoring stations: 2 gamma-neutron stations and 5 gamma stations. Totally it must contain 9 radiation detectors: 7 gamma detectors and 2 neutron detectors.

In the Fig. 1. there is the planned placement of the stations (red colour) in the SOLARIS facility, detectors are numbered from 1 to 9 and signed with “G” for gamma detectors or “N” for neutron ones. All the stations have to be connected to a PC in the control room and some of them, marked with “(I)”, to the Personal Safety System PSS (connections are described below).

Below the term “dose” (“dose rate”) refers always to the ambient equivalent dose (dose rate) $H^*(10)$.

Every monitoring station has to:
- Report dose and dose rate in SI units e.g. $\mu$Sv and $\mu$Sv/h
- Provide average dose rate for a time period ~ 1-10 s; preferable to have a possibility to provide average dose rate for a longer period (e.g. 30 seconds, 1 minute)
- Provide integrated dose for a few hours of measurement (the time of accumulating should be settable e.g. 4 hours)
- Have a proper electronic system: a local control unit and a display unit showing the measurement results and operation states (such as normal operation, alarm, malfunction); preferable to have the possibility to choose which types of measurement results are shown on the display (integrated dose, dose rate or both)
- Enable to set two levels of alarm – prealarm and alarm – on dose rate
- Enable to set two levels of alarm – prealarm and alarm – on integrated dose
- Have visual and audible indication activated in case of exceeding any alarm threshold
- Have 3 free contacts for PSS interlocks: prealarm, alarm and malfunction signals
- Be connected to a PC in the control room, which manages measurement results, via an Ethernet port (RS serial port is also allowed on condition of supplying all necessary converters to provide integration with Solaris Ethernet network)
- Be powered by 220 VAC, 50 Hz; cable minimum 5 m long
- Be trolley mounted
- Be constructed this way, that the centre of every detector is at the height of about 1,3m from the floor level (the height of the electron beam orbit)
- Have handles which enable to move the station with a crane safely
- Operate in the following conditions:
  - Temperature: 10-35 °C
  - Humidity: 10-90 % RH, non condensing
  - vicinity of equipment emitting electromagnetic waves (no electromagnetic interference)
- Assure, via included elements, the proper operation of the radiation monitoring system

Additionally the station 02G, placed on the ring roof, need to measure radiation coming from the ring (with uncertainty comparable to the other stations), like it is shown in the Fig. 2.
Each gamma detector has to:
- Be a ionization chamber
- Have a calibration certificate carried out by an accredited company (preferable in Poland) performed with at least one source of continuous radiation. The source should have the radiation energy which is included in the detector’s energy range.
- Measure dose rate at least from 100 nSv/h to 100 mSv/h.
- Measure dose rate in the photon energy range at least from 35 keV to 7 MeV, relative energy response in this range up to 25% (detailed information regarding the detector response as a function of energy shall be provided).
- Detect short (~ns) radiation pulses; repetition rate of pulses is between 1 Hz and 100 Hz
- Be capable to detect a single pulse up to 4,3 µSv with accuracy up to 20%

Each neutron detector has to:
- Be a BF$_3$ proportional counter
- Have a calibration certificate carried out by an accredited company (preferable in Poland) performed with at least one source of continuous radiation. The source should have the radiation energy which is included in the detector’s energy range.
- Measure the dose rate at least from 30 nSv/h to 100 mSv/h.
- Measure dose rate in the neutron energy range at least from ~0,025 eV to 20 MeV (detailed information regarding the detector response as a function of energy shall be provided).
- Detect short (~ns) radiation pulses; repetition rate of pulses is between 1 Hz and 100 Hz

Fig. 2. Geometry of radiation measuring by the 02G station.
Additionally:
- Software installed on the PC has to:
  • Show all measurement data online
  • Write data and provide history of radiation levels, faults and alarms
  • Draw graphs
  • Export data to files
  • Give access to all detectors’ settings
  • Inform if an alarm or a fault occurs (visual and audible indication)
  • Be in English
  • Make automatic data backups
- Access to the detector’s alarm set-point and other parameters should be protected e.g. by a password, lock
- Monitoring station construction should allow to perform calibration in Poland in the future
  (The Contractor should consult this possibility with one of accredited calibration laboratories in Poland and provide this information to SOLARIS)
- The Contractor has to provide with the order total documentation involving technical specifications, schemes/descriptions of connections, detailed service, settings, functioning and safety instructions (according to CE regulations) in Polish or in English and calibration certificates
- The Contractor should install the whole radiation monitoring system on-site in cooperation with the CPS SOLARIS team and perform tests of connection and proper functioning of the system. Then, after start-up of the synchrotron, the Contractor should assure proper help in case of any problems with the system by phone or personally if it is necessary (as a part of installation warranty).
- The Contractor should provide a proper training connected with the radiation monitoring system, involving detailed information about the equipment and the software; the training location: Synchrotron facility, ul. Czerwone Maki 98 in Krakow; at least 2 people and for at least 4 hours.
- The Contractor should offer 12 months of warranty including all repairs not resulting from mistakes of Purchaser (with all spare parts needed in these repairs)

Transportation to Solaris should be performed by road. All parts of the order should be protected in a proper way (the Contractor is responsible for any damages made during transportation). The offer should include all the costs of packing, transportation, insurance and unloading in the Solaris facility.

SOLARIS will provide:
- A PC in control room (Windows OS or Linux)
- databases if necessary (the Contractor should provide this information before signing of the contract)
- UPS electrical network (additional emergency power supply is not required)
- Grounding connections if required (the Contractor should provide this information before signing of the contract)

General requirements of the Public Procurement:
1. The whole equipment covered in the Object of the Public Procurement shall comply with CE directive.
2. The warranty embraces, among others, free of charge (included in the Bid Price) ongoing maintenance, service, technical inspections which are required according to the
warranty terms and on-site repair during the warranty period on the Purchaser’s premises. Shall the warranty service at the Purchaser’s premises be impossible from a technical point of view, all organizational activities and costs related therewith shall be borne by the Contractor. Claims arising from the statutory warranty shall not be excluded.

3. The warranty service shall be provided by the manufacturer or by an appropriate authorised service facility or persons.

4. The warranty embraces the service and the transportation costs of the service, or the transportation costs of the equipment or a part intended for repair.

5. The Contractor has to assure that the offered equipment is brand new and has at least the same characteristic and technical parameters to those specified in the SETCPP.

6. In the Bid Price the Contractor shall include the transportation costs and the costs of delivery of the equipment to the premises of recipient and user, i.e. street: Czerwone Maki 98, Krakow in Poland.

11. The terms and conditions of the Public Procurement have also been contained in a contract template that constitutes an integral part of the SETCPP.

12. The original of the SETCPP, signed by duly authorized representatives of the Purchaser for and on its behalf, constitutes the basis for resolving probable disputes relating to or resulting from the content of this document. The original of the SETCPP shall also be available in paper form at the Purchaser’s, as well as on the Purchaser’s website: www.uj.edu.pl, http://przetargi.adm.uj.edu.pl/ogloszenia.php. An electronic copy of the original of the SETCPP may be delivered to Contractors free of charge either via e-mail or on CD. It is also possible that, upon the request of Contractors, the Purchaser makes a paper copy of the original of the SETCPP and sends it over to them, which is payable. The Contractor shall pay only the dispatch costs, as the paper copy of the SETCPP is free of charge.

4) Lead time of the Public Procurement and Contract.

1. The Contractor shall assure the performance of the Object of the Public Procurement and the prospective Contract up to 140 days, counting from the date of signing the Contract.

2. The preferred delivery date for the Purchaser is 1st September 2014.

3. Detailed information regarding the deadlines of the performance of the Contract is specified in a contract template, point 16) of the SETCPP.

5) Terms and conditions of participation in the Tender Procedure and a description of the method of assessment of compliance therewith.

1. The Contractor shall have legal powers to perform specified business or activity leading to the completion of the Public Procurement, if required by the law. The assessment of compliance with the condition shall be performed by the 0 – 1 method, does / does not fulfill the condition, on the basis of a declaration enclosed to the bid, the draft of which has been attached as Annex No. 1 to bid form which constitutes an integral part of the SETCPP.

2. The Contractor shall possess relevant expertise and experience leading to the completion of the Public Procurement. The assessment of compliance with the condition shall be performed by the 0 – 1 method, does / does not fulfill the condition, on the basis of a declaration enclosed to the bid, the draft of which has been attached as Annex No. 1 to bid form which constitutes an integral part of the SETCPP.

3. The Contractor shall have relevant technical capacity leading to the completion of the
Public Procurement.
The assessment of compliance with the condition shall be performed by the 0 – 1 method, 
does / does not fulfill the condition, on the basis of a declaration enclosed to the bid, the 
draft of which has been attached as Annex No. 1 to bid form which constitutes an integral 
part of the SETCPP.

4. The Contractor shall have persons capable of performing the Public Procurement.

The assessment of compliance with the condition shall be performed by the 0 – 1 method, 
does / does not fulfill the condition, on the basis of a declaration enclosed to the bid, the 
draft of which has been attached as Annex No. 1 to bid form which constitutes an integral 
part of the SETCPP.

5. The Contractor shall have economic and financial capacity to complete the Public 
Procurement.

The assessment of compliance with the condition shall be performed by the 0 – 1 method, 
does / does not fulfill the condition, on the basis of a declaration enclosed to the bid, the 
draft of which has been attached as Annex No. 1 to bid form which constitutes an integral 
part of the SETCPP.

6) Documents and declarations required from Contractors as evidence that they 
have satisfied the participation requirements for the procurement procedure and 
that they are in none of the situations of exclusion.

1. In order to confirm the compliance with the conditions referred to in Article 22, 
paragraph 1 of the PPL, the Contractor shall submit the following documents:

1.1. A declaration that the requirements regarding the participation in the procedure 
referred to in Article 22 paragraph 1 point 1-4 of the Public Procurement Law have 
been met,

2. In order to attest that there is no legal basis to exclude the Contractor from the 
procurement procedure under circumstances referred to in Article 24 paragraph 1 of the 
PPL, the Contractor shall submit:

2.1. Letter of declaration – Appendix No 1 to the bid form.

3. Other documents:

3.1 A list of the entities belonging to the same capital group, as specified in the Act of 16th 
February 2007 of the Protection of Competition and Consumers or a confirmation that 
the Contractor does not belong to any capital group (declaration on capital 
connections).

3.2 Technical or/and functional description or producer’s catalogue (indicating in 
particular: offered type, model, name of producer, product characteristic and other 
important information).

7) Information on how the Contractors shall communicate with the Purchaser, 
submit letters of declaration and documents; Contact Persons authorized to 
contact the Contractors.

1. It is allowed to communicate by exchanging registered letters, facsimiles, or e-mails 
extcept for the bid which shall be submitted in the form of written originals, together 
with accompanying documents and letters of declaration, before the deadline referred 
to in Article 11) of the SETCPP.

2. Should the Purchaser or Contractor send any documents or information by facsimile or 
electronic mail, then each Party shall promptly acknowledge the receipt thereof upon 
request of the other Party.

3. A person duly authorized to contact the Contractors is:
3.1. As per formal and substantive scope – Wojciech Kochan, tel. number: +48-601-430-990;
3.2. tel. +4812-432-44-50; fax +4812-432-44-51 or +4812-663-39-14;
3.3. e-mail: bzp@uj.edu.pl
3.4. website: www.uj.edu.pl
3.5. place of publication of announcements and information: http://przetargi.adm.uj.edu.pl/ogloszenia.php

4. Each Contractor may directly ask the Purchaser to clarify the content of the SETCPP, and the Purchaser shall provide an explanation immediately, but not later than two days before the deadline for submitting bids on condition that such a request is submitted with the Purchaser no later than until the end of the date on which half of the deadline for submitting bids elapses.

5. Should a request for explanation of the content of the SETCPP be received after the deadline referred to in paragraph 7) 4. hereof or should it regard explanations that had already been provided, the Purchaser may provide explanations or leave the request without consideration. A possible extension of the deadline for submitting bids shall not affect the running of the request submission period.

6. At the same time, the Purchaser is obliged to send the content of explanations and / or questions and answers to all the Contractors who received the SETCPP and place them on the website where the SETCPP was provided, however without disclosing the source of the inquiry.

7. The Purchaser may call a meeting of all the Contractors in order to clarify doubts related to the content of the SETCPP. In this event, the Purchaser shall draw up an information sheet comprising all inquiries about the specification raised during the meeting and the relevant answers thereto, without disclosing the sources thereof. The information sheet drawn up during the meeting shall be promptly sent to Contractors who received the SETCPP and shall be placed on the website where the SETCPP was provided.

8. In justified cases, the Purchaser may modify the content of the SETCPP anytime prior to the deadline for submitting bids. Any modification to the SETCPP shall be promptly distributed among the Contractors who received the SETCPP, and if the SETCPP was made available on the website, should be placed there as well.

9. Should any change incorporated in the content of SETCPP while conducting this open tender procedure cause the content of the public procurement notice to change, the Purchaser shall provide the change in the Public Procurement Bulletin in case the Public Procurement value is lower than amounts specified in provisions issued on the basis of Article 11 paragraph 8, so-called ‘EU thresholds’.

10. Should, as a consequence of an amendment to the specification of essential terms and conditions of the Public Procurement that does not lead to an amendment of content of the public procurement notice a need of an additional period of time for an introduction of alterations in bids arise, the Purchaser shall extend the deadline for submitting bids, notify the Contractors who have already received the SETCPP, and if the SETCPP was made available on the website, publish this information on the same.

11. The Purchaser shall promptly notify all the Contractors who have already received the SETCPP about the extension of the deadline for submitting bids, and publish this information on the website where the SETCPP was provided.
12. In case of an alteration to the content of the public procurement notice, featured in the Public Procurement Bulletin, the Purchaser shall extend the deadline for submitting applications for admission to participation in the procedure or a deadline for submitting bids by the period which is necessary to introduce alterations in applications or bids, should it prove necessary. However, should such an alteration be essential, particularly where it concerns a description of the Object, size or scope of the Public Procurement, bid evaluation criteria, terms and conditions of participation in the procedure or a method of compliance assessment, the Purchaser shall extend the deadline for submitting applications for admission to participation in the procedure or the deadline for submitting bids by the period necessary to introduce alterations in applications or bids – however in the proceedings with a value equal to or exceeding the amounts specified in provisions issued on the basis of Art. 11 paragraph 8, so-called ‘EU thresholds’, the deadline:

13. Immediately upon publishing an amendment to the content of the Public Procurement notice in the Public Procurement Bulletin, the Purchaser shall publish the information about amendments at its registered office as well as on its official website.

8) Requirements Regarding a Bid Bond.
1. The bid bond is not required.

9) Bid Validity Period.
1. The bids shall remain valid for a period of 30 days.
2. The Contractor may, individually or on request of the Purchaser, extend the bid validity period, however the Purchaser may only once and no later than 3 days prior to the expiry of the bid validity period, ask the Contractors for consent to an extension of this period by a definite period, which shall not exceed 60 days.
3. The bid validity period commences upon the deadline for submitting bids and opening the bids.

10) Preparation of bids.
1. Each Contractor is entitled to submit only one bid that shall cover the whole Object of Public Procurement and shall calculate the total lump sum for the whole Object of the Public Procurement.
2. The Contractor shall enclose to the Bid the calculation of the lump sum price calculated on the basis of Contractor’s individual calculation, taking into account the requirements and provisions of the SETCPP, including the experience of the Contractor in regard to the whole Public Procurement and in accordance with point 3).5. SETCPP.
3. The Contractor shall enclose to the Bid technical or/and functional description, or producer’s catalogue (indicating in particular: offered type, model, name of producer, product characteristic and other important information), allowing verification of the compliance of the equipment with the requirements specified in the SETCPP. The documents mentioned above may be issued in English version.
4. The Contractor shall enclose a filled out and signed bid form together with Annexes 1-6, including declarations and indices confirming compliance with the conditions of tender procedure described in paragraph 5) herein, and not specified in paragraph 6) herein (filled out or drawn up in accordance with their content; a contract template may also be signed and enclosed in the Bid).
5. Should the Bid be signed by a proxy, the Contractor shall enclose the power of attorney to the Bid, in form of an original, notarised copy or copy certified as
conforming to the original by authorised persons, also in case the bid is placed by entities acting jointly, i.e. consortium partners.

6. In case of documents (if required) confirming the experience in the in execution of the works, services or supplies, their list and the information from the bank or from the loan cooperative societies [spółdzielcza kasa oszczędnościowo-kredytowa], in which the Contractor has an account, confirming the amount of financial resources or the credit rating of the Contractor, or insurance policy, issued in foreign currencies (not in PLN) the value (values) indicated on them shall be converted for the purpose of assessing the eligibility for participation in the Public Procurement at the average exchange rate of PLN for this currency, specified by the Polish National Bank at the day of opening the Bids.

7. The Contractor may rely on the expertise and experience of other entities, technical capacity, persons capable of performing the Public Procurement or financial capacity of other entities, regardless of the legal nature of their relations in accordance with Article 26 sec. 2b of PPL.

In such situation the Contractor is obliged to prove to the Purchaser that the Contractor will possess the necessary resources to perform the Public Procurement by presenting in particular a written commitment of those entities allowing to place the necessary resources for the Contractor’s use for the period of using them in the performance of the Public Procurement.

8. The Purchaser allows submitting one Bid by two or more entities, with accordance to the provisions specified in Article 23 PPL, only if provided that such Bid will meet the following requirements:

8.1. The Contractors acting jointly shall appoint an attorney who will represent them in the Public Procurement Procedure or who will represent them in the Public Procurement Procedure and in the conclusion of the Public Procurement Contract. The authorization of the attorney shall be confirmed by the power of attorney, signed by all authorized representatives of all Contractors acting jointly. The power of attorney may arise from the relevant agreement (contract) enclosed to the Bid.

8.2. The Contractors jointly seeking the Contract award shall fulfill the Public Procurement participation requirements and submit the documents confirming the fulfillment of these requirements.

8.3. All correspondence with the Contractors jointly seeking the Contract award shall be carried out only with the attorney.

9. The Bid and the Annexes constituting its integral part shall be prepared by the Contractor with accordance to the provisions specified in the SETCPP.

10. The Bid shall be prepared with accordance to the content of the Bid Form and the Annexes attached to the SETCPP.

11. The Contractor shall attach a set of documents and statements to its Bid, as well as all other information as required by the provisions under the present SETCPP.

12. The Bid shall be written in Polish or in English language, typed on a computer, typewritten or written by hand in a legible manner.

13. It is recommended that each sheet of the Bid and Annexes thereto be signed by a person or persons duly authorized by the Contractor to make declarations of will for and on its behalf. In addition to a signature (signatures), a company stamp and name stamp of the Contractor or a legible signature shall also be placed at least on the Bid Form and Annexes (Letters of Declaration) thereto, as well as on copies of documents
certified as conforming to the originals. The following persons are deemed to be legally authorized to make declarations of will for and on behalf of the Contractors:

13.1. Persons entered in the commercial registers, registers of cooperatives or registers of state-owned enterprises, foundations, associations, and others;

13.2. Persons entered to the records of Central Register of Businesses (CEIDG), managed by the respective Minister of Economy.

13.3. Persons duly appointed by force of a power of attorney granted by the aforementioned persons; should a Bid be signed by a representative of the Contractor, the power of attorney shall be attached to the Bid;

13.4. In case the Bid is submitted by a consortium, i.e. by Contractors jointly seeking the Contract award, the Contractors shall be obliged to submit an applicable power(s) of attorney, granted to them by all other partners or members of the consortium, or a relevant contract;

13.5. In case the Contractors’ place of residence is established outside the borders of the Republic of Poland, the persons who are deemed to be legally authorized to make declarations of will for and on behalf of the Contractors are persons indicated in the documents issued in the place where the Contractor has its place of residence.

14. For contractors jointly applying for the public procurement order (contract) and for the Parties providing the resources for the Contractor, copies of documents concerning the Contractor or the Parties mentioned above shall be certified in compliance with original by the Contractor or the Parties. The Purchaser may require the submission of originals or notarized copies of documents (for example, if the photocopies are illegible or if they raise doubts about their authenticity).

15. It is recommended that all sheets of the Bid and the Annexes thereto be explicitly numbered (in a consecutive numbering) and bound together so as to prevent single sheets from slipping out. The Contractor shall also draw up a Table of Contents and attach it to the Bid.

16. Any corrections or amendments to the text of the Bid shall be signed by a person or persons, who signs the Bid, and provided with dates on which they were made.

17. The Contractor shall bear all costs related to the preparation and submission of the Bid.

11) Address and Deadline for Submitting Bids; Bid Opening.

1. The bids shall be submitted to the Public Procurement Office of the Jagiellonian University in Krakow, ul. Gołębia 6/2, 31-007 Kraków, IIp., until 10:00 a.m. on 31st March 2014.

2. Any bid received after the deadline for submitting bids shall be returned unopened to the Contractor once the deadline for appeal in the procurement higher than so-called ‘EU thresholds’ expires.

3. The Contractor shall place its Bid in an envelope addressed to the Purchaser at the address specified in paragraph 11)1 hereof. The envelope shall bear the following note: „Bid for the delivery of the ionizing radiation monitoring system with installation under the project of the „National Electromagnetic Radiation Centre for research purposes (phase I)” for CPS UJ, case no. CRZP/UJ/123/2014 - please do not open before 10:05 a.m. on 31st March 2014”. The Contractor’s address stamp shall also be placed on the envelope.

4. The Contractor may modify or withdraw its Bid after it has already been submitted, provided that a written notification of the modification or withdrawal is received by the Purchaser prior to the deadline for submitting bids.
5. The Contractor shall not modify or withdraw its Bid after the deadline for submitting bids.

6. The Purchaser shall publicly open the bids at 10.05 a.m. on 31st March 2014 at the Public Procurement Office of the Jagiellonian University in Krakow, ul. Gołębia 6/2, 31-007 Kraków, II p.

7. Directly before the opening of bids, the Purchaser shall make known the amount planned to finance the Object of the Public Procurement.

8. During the opening of the bids, the Purchaser will announce the names (companies) and addresses of Contractors, as well as bid price, period of completion of the Contract, warranty period, and terms and conditions of payment, contained in particular bids.

9. The Purchaser shall promptly pass the information referred to in paragraphs 11)7. and 8. hereof to those Contractors, who were absent during the opening of the bids, upon their request.

10. Whilst examining and evaluating the bids, the Purchaser shall be entitled to require that the Contractors provide explanations to the contents of their submitted bids.

11. The Purchaser shall correct in the content of bids any obvious misprints and computational errors together with the computational consequences of the corrections made, as well as other errors consisting in non-compliance of the Bid with the provisions of the SETCPP. Any amendments made by the Purchaser shall not cause any significant changes to the content of the bids. The Purchaser shall promptly notify the Contractor whose Bid was corrected.

12. The Purchaser shall exclude a Contractor should any of the circumstances as set forth in Article 24 paragraph 1 and 2 of the PPL Act occur.

13. The Purchaser shall reject any bid should of any of the circumstances provided in Article 89, paragraph 1 (1–8) of the PPL Act occur.

14. The Purchaser shall cancel the Contract Award Procedure should any circumstance set forth in Article 93 paragraph 1 (1–7) of the PPL Act occur.

15. The Purchaser shall simultaneously notify all the Contractors of the exclusion of any Contractor, rejection of particular bids, cancellation of the contract award procedure, or of the selection of the best Bid, always specifying the factual and legal grounds for its decision.

16. Immediately upon the selection of the best Bid, the Purchaser shall place the information referred to in paragraph 11)15. hereof on its website and in a publicly accessible place on its premises.

**12) Description of a Bid Price Calculation Method.**

1. The Bid Price shall be expressed in Polish currency - zloty (PLN) or in EURO and calculated on the basis of individual calculation of each Contractor, taking into account the experience and expertise of the Contractor, as well as all costs that are necessary for the completion of the Public Procurement (packaging, transport, unloading, storage, warranty costs, training, assembly, software, calibration and others), customs and taxes, and discounts that the Contractor envisages to grant.

2. The individual calculation of the lump price of the Object of the Public Procurement (Annex no 3 to the bid form) shall indicate the separate prices for gamma-neutron stations, gamma stations, software, calibration, installation, training and other necessary accessories.
3. In case of bid price indicated in EURO, the Purchaser in order to evaluate and compare the bids, shall recalculate the bid price into polish zloty (PLN) using the exchange rate of National Bank of Poland, from the date when the bids will be publicly opened.

4. The Lump Sum of the Bid calculated on the basis of the individual calculation of the Contractor shall be tantamount to the Bid Price provided for by the Contractor in the Bid Form.

5. While calculating the Lump Sum of the Bid, the Contractor which has its registered office established in the Republic of Poland has to specify the unit value (values) and total net value (values), to indicate the value (values) and amount (amounts) of the respective tax on goods and services VAT or its value expressed in percent, to specify the unit value (values) and total gross value (values) with regard to the particular elements of the Public Procurement.

6. In case the Contractor which has its registered office established outside the Republic of Poland, and when the delivered therein Object of the Public Procurement, according to the applicable law, has to be subjected to customs clearance, the Contractor has to provide only the net values without VAT tax. In such a case, the Purchaser is obliged to pay in accordance with the applicable regulations.

7. The Purchaser does not envisage valorisation of the Bid Price, the calculated price shall be the Lump Sum price for the whole Object of the Public Procurement.

8. The Purchaser intends to grant an advanced payment for the fulfillment of the Public Procurement in the form and under the terms specified in the contract template as indicated in point 16) of the SETCPP.

9. Description of criteria that the Purchaser shall follow in the selection of a bid with their relevance and methods of bid evaluation.

1. On the basis of the evaluation criteria as specified under the SETCPP, the Purchaser shall select the best bid from among all valid and eligible bids submitted (that is from bids submitted by the Contractors that were not excluded nor rejected).

2. Bid Evaluation Criteria and their relevance:

2.1 The gross Price of the Bid for the whole of the Object of Public Procurement – 100%.

3. Points awarded for the ‘Lump Sum Price for the whole of the Object of Public Procurement’ criterion shall be calculated according to the following formula:

\[ C = \left( \frac{C_{\text{naj}}}{C_{0}} \right) \times 10 \]

where:

- \( C \) - score awarded to a particular Bid,
- \( C_{\text{naj}} \) – the lowest Bid Price amongst all valid bids,
- \( C_{0} \) - a price as given by the Contractor whose score is being calculated,

Hence, a single member of the Tender Board may award a maximum of 10 points to one Contractor.

4. Upon the completion of evaluation, the points awarded by the members of Tender
Board shall be summed up.

4.1 The resulting sum shall constitute the final evaluation score of a particular Bid
4.2 The accuracy level of all calculations shall be two decimal places (without rounding).
4.3 The Bid with the highest score shall be deemed the best Bid. In case of equal results, the price shall determine the choice, i.e. the Bid of the Contractor with the lowest price shall be deemed the best Bid.

14) Information on the formalities that shall be completed and complied with upon the selection of the Bid in order to execute a Contract on Public Procurement.

1. Before the contract is signed, the contractor shall submit:
   1.1 a possible list of subcontractors,
   1.2 a valid copy of a document which attests that it is eligible to enter into legal transactions, i.e. an extract from a relevant registry or an extract from the Business Activity Register, unless the document had already been provided together with the bid at the address and time indicated by the purchaser. Where the bid is proposed by several entities acting jointly, this requirement shall apply to each one of them.
   1.3 Consortium’s contract in case Contractors jointly applying for the award of the Contract submitted the best Bid.
2. The Purchaser shall conclude a public procurement contract within the period of not less than 5 days of the date on which the notification on the selection of the best Bid is dispatched if sent by fax or e-mail, or not less than 10 days if sent otherwise.
3. The Purchaser may conclude a public procurement contract before the deadlines referred to in section 14) 2 hereof, in case only one bid is submitted for the tender procedure or in case of the occurrence of other circumstances specified in Article 94 paragraph 2 of the PPL Act.
4. If the Contractor whose Bid is selected avoids concluding the public procurement contract, the Purchaser shall select the best Bid among the remaining bids, without carrying out their re-evaluation unless any of the conditions referred to in Article 93 paragraph 1 (1–7) of the PPL Act occurs.


1. The Purchaser shall not assume the need for furnishing any security on due performance of the Contract.
16) Contract Template

The order is co-funded by the European Union from the European Regional Development Fund and from the state budget as a project within the framework of the Innovative Economy Operational Programme, 2007-2013, (Project No. POIG.02.01.00-12-213/09), /National Research Centre for Electromagnetic Radiation – Stage I/ Priority 2. Infrastructure of area B+R, Operation 2.1., Development of centres of high research potential

CONTRACT

The present Public Procurement Contract, executed in Kraków, on …………………….,

by and between:  
Jagiellonian University with the seat at ul. Gołębia 24, 31-007 Kraków, Poland (PL), represented by  
………………………………  
hereinafter referred to as the ‘Buyer’, ‘Purchaser’;

and  
……………………………… 
hereinafter referred to as the ‘Supplier’, ‘Contractor’.

together called the "Parties"

This Public Procurement Contract was concluded as a result of the open tendering procedure, in accordance with the Act of 29th January 2004 on Public Procurement Law (consolidated text: Polish Journal of Laws of 2013, item 907, as amended).

§ 1  
SUBJECT OF THE CONTRACT/OBLIGATIONS

1. The objective for signing the following Contract is construction of a new synchrotron radiation facility that will be installed in National Synchrotron Radiation Centre
SOLARIS, built in Krakow, Poland. The order is co-funded by the European Union from the European Regional Development Fund as a project within the framework of the Innovative Economy Operational Programme, the detailed information about the co-financing are available on the website: www.poig.gov.pl.

2. The scope of the contract is a delivery by the Supplier to the Buyer of ionizing radiation monitoring system which i.e. includes gamma-neutron monitoring stations, gamma monitoring stations, and other necessary accessories, software, calibration, installation in NSRC SOLARIS in Krakow, training.

3. According to sec. 2 above, the Supplier shall perform one training for ... people indicated by Buyer, lasting for at least 4 hours, connected with the radiation monitoring system, involving detailed information about the system, the equipment, functionality, operation rules and the software. The training location is NSRC SOLARIS, ul. Czerwone Maki 98 in Krakow in term agreed by the Parties.

4. The detailed description of the Subject of the Contract is included in Specification of Essential Terms and Conditions of Public Procurement (called SETCPP) and in the tender of Supplier being integral part of this contract.

5. Calibration, mentioned in sec. 2, shall be performed by accredited calibration laboratory according to technical specification – point 3)10 SETCPP.

6. The Purchaser orders and the Supplier undertakes to carry out all indispensable activities for the completion of the Subject of the Contract, described above.

7. The Supplier declares that the Subject of the Contract shall be manufactured using the highest quality materials and the highest workmanship’s standards, within specified deadlines and maintained due diligence, having regard the professional character of its business activity and in accordance to the technical specification being Appendix No 1 to this Contract.

8. The Supplier declares that his knowledge, experience, and resources are sufficient to accomplish the Subject of the Contract.

9. The integral part of this contract is a tender documentation, in particular the SETCPP Tender with its appendixes and the Supplier’s offer.

§ 2

DECLARATION OF INTENT

The Parties understand that ongoing development and change in synchrotron technologies may create new situations not described nor expressly regulated in this contract. The Parties will strive for mutual adjustment during the contract period in order to meet the changes of needs and demands of the other Party. This Contract is founded on mutual trust between the Parties.

§ 3

APPLICABLE CURRENCY AND CONTRACT VALUE

1. For delivered and accepted Subject of the Contract, the Purchaser shall pay the Supplier the total lump sum of ............... net, plus value added tax (VAT) in the rate of ............ % and in the amount of ....................., which sum to the total lump sum of ..................... gross*.

* If applicable.
2. In case of the Supplier with the seat outside the territory of Poland, and when the delivered therein Subject of the Contract, according to the applicable law is not subjected to customs clearance in Poland, the Purchaser shall pay only the net price, and the Value Added TAX (VAT) at a rate of …… % and in the amount of ………………. PLN related to this contract shall be paid by the Purchaser to the appropriate Tax Office in Poland∗.

3. In case the Supplier which has its registered office established outside the Republic of Poland, and when the delivered therein Subject of the Contract, according to the applicable law, has to be subjected to customs clearance in Poland, the Supplier has to organize and cover the costs of customs clearance, including possible customs and VAT, within agreed gross price of the contract∗.

4. The remuneration specified in sec. 1 include all payments due to the Supplier, in particular all the license fees the Supplier will have to pay to the third parties, work preparation, packaging costs, safe transportation, insurances, documentation, calibration, assembly (installation), performing connection and functioning tests, warranties, customs duties and customs clearance cost, and other costs that the Supplier have to bear in order to fulfil the Contract.

§ 4
TERMS OF DELIVERY

1. The ionizing radiation monitoring system shall be delivered to the Buyer not later than till 140 days counting from the date of the contract signing.

2. Installation of the ionizing radiation monitoring system, performing connection and functioning tests and the training, according to § 1 sec. 4 shall be done after delivery and within agreed between the Parties deadline, but not later than …….. The actions shall be done with the participation of the Suppliers representatives and its completion shall be confirmed with an acceptance protocol signed by both Parties.

3. Delivery of the Subject of Contract shall be DAP Krakow in accordance with Incoterms 2010. The Subject of the Contract must be delivered in an appropriate package which secures its contents against damages during transportation. The Supplier is also obliged to unload the delivered Subject of Contract and carry it into the room indicated by the Purchaser in the Solaris synchrotron building in Krakow.

4. At the time of delivery, the Supplier is also obliged to provide the following documents:
   a) list of the delivered devices and its quantity, including in particular: proper name of the Apparatus, manufacturer, year of manufacture, serial number, characteristic operational parameters,
   b) technical specifications, schemes/descriptions of connections, detailed service, settings, functioning and safety instructions (according to CE regulations) in Polish or English and calibration certificates
   c) approvals, certificates, declarations of conformity, and other documents required under the SIWZ.

§ 5
CONTACT PEOPLE

1. The contact person on behalf of the Supplier shall be: …………………………, e-mail: ………………………………………………., mobile ……………………………………….

∗ If applicable.
∗ If applicable.
§ 6
TERMS OF PAYMENT

1. The remuneration specified in § 3 sec. 1 shall be paid in instalments in a following way:
1.1 First instalment for the amount of 30% of the total contract value indicated in § 3 sec. 1, shall be paid as advance payment after delivery to the Buyer a proper invoice/ pro forma invoice with delivery of the irrevocable, paid on the first demand bank or insurance guarantee, for the same amount, valid to the end of the month when the final deadline for the delivery of the ionizing radiation monitoring system falls according to the § 4 sec. 1 of the contract. All costs connected with the guarantee bears the Supplier.
1.2 Second instalment for the amount of 70% of the total contract value indicated in § 3 sec. 1, shall be paid after completion of delivery, successful installation, connection and functioning tests of the ionizing radiation monitoring system and performing a training.

2. The delivery of the ionizing radiation monitoring system to the Buyer shall be confirmed by an appropriate acceptance protocols signed by both Parties. The Buyer will test the ionizing radiation monitoring system in accordance with point 3) SETCPP. In case of delivery of the Subject of the Contract, which does not meet the requirements specified in point 3) of SETCPP the Buyer shall denied signing of the acceptance protocol and shall designate an additional period for delivery. The Buyer reserves the rights referred in § 14 despite the designation of additional time.

3. The invoice for the second part of payment as in sec. 1.2. can only be issued after signing of the respective acceptance protocol by both Parties without reservations.

4. If the Supplier fails with performing his obligations in accordance with the contract the Buyer may use the bank or insurance guaranty paying the amount of money which is proper for the Purchaser.

5. The payment shall be done within 30 days of delivery of the properly issued invoice to the Buyer.

6. The remuneration due to the Supplier shall be paid from the Buyer’s bank account to the Supplier`s bank account indicated on the invoice.

7. The place of payment shall be the Buyer’s bank.

8. The Buyer shall return the bank or insurance guarantee mentioned in sec. 1 point 1.1 above, within 14 days after the successful completion according to sec. 1.2.

§ 7
TERMS OF INVOICING

1. The Buyer is a value added tax (VAT) payer, and its NIP (Tax Identification Number) is: PL 675-000-22-36.

2. The Supplier is not a value added tax (VAT) payer in the territory of the Republic of Poland and he also does not have a fixed establishment in the territory of the Republic of Poland and its Tax Identification Number is: …………………….

3. On the invoice as the Buyer shall be indicated:
Uniwersytet Jagielloński
ul. Gołębia 24
31-007 Kraków

4. Tax Identification Number: PL 675-000-22-36

5. On the invoice shall be indicated the place and form of delivery, that is DAP Krakow and terms of payment. The payment shall be done within 30 days of delivery of the properly issued invoice to the Purchaser in accordance with § 4 sec. 4.

6. Invoice shall be issued in the written form and send to the address indicated in § 12 sec. 2 letter “a” of the Contract.

§ 8

WARRANTY

1. The Supplier undertakes to deliver the Subject of the Contract with no faults and defects. The warranty covers both defects resulting from causes inherent in the subject of the contract at the time of delivery to the Buyer and any other physical defects, for which the manufacturer or the Supplier is responsible for, provided that the defects occur within the warranty period stated below.

2. The Supplier hereby grants warranty for Subject of the Contract valid for ….. months after the completion of installation and performing connection and functioning tests of the system.

3. The Buyer undertakes to comply with the conditions of exploitation specified in the warranty cards and/or manual instruction provided by the Supplier.

4. The Buyer shall promptly notify the Supplier in writing or by e-mail/fax of any defect that has appeared in the Subject of Contract.

5. If defects/faults, are found in the delivered Subject of the Contract or in its functioning (created without the fault of Buyer), the Supplier shall immediately repair or exchange the faulty element at no costs to the Buyer. The warranty services shall be completed as quickly as possible, but not later than within 14 days after the date of notification, unless both Parties agreed upon a specific time for corrective actions. Together with starting actions as in the sentence above, the Supplier shall agree with the Buyer the deadline for remedy the fault/defect.

6. Excluded from the warranty’s liability are those parts which as a consequence of their physical properties of the type of services involved are subjected to premature wear – as damage due to faulty and careless treatment from the Buyer.

7. In case of warranty all repairs shall take place at the Buyer’s site with no additional costs and risks for the Buyer. If warranty service is impossible to perform on the Buyer’s site, the parts shall be repair at the Supplier’s site, at the Supplier’s expense including transport costs. In case any of the elements has been already subject to repair, the Buyer reserves his right to demand from the Supplier its replacement free of charge in case of its subsequent failures.

8. If, within a reasonable time, the Supplier does not fulfil his obligations under sec.5, the Buyer may by notice in writing fix at his discretion a final time for completion of the Supplier's obligations. If the Supplier fails to fulfil his obligations within such final time, the Buyer is then entitled to demand a price reduction of an amount similar to reduction of value of the Subject of the Contract or its part caused by the fault/defect or to rectify the fault at the expense of the Supplier. If the fault inconveniences the Buyer and the Supplier, after being informed about this, has ignored this fact, the Buyer is also entitled to cancel the entire or part of the order. In case of cancelling the entire or part of the order the Supplier is obliged to return the remuneration received for the cancelled part, within 30 days after delivery a respective notification.
9. The warranty period stated in sec. 2 for each part of the Subject of the Contract shall be automatically extended by a period of repair, i.e. the time between the notification of the breakdown or defect and the time when the defect is remedied (either by repair or by replacement of an element).

§ 9
LIABILITY TOWARD THIRD PARTIES

The Supplier is fully responsible for compensating personal injuries and material damages that may arise also to third parties and which are caused by the Supplier in conjunction with the execution of this Contract.

§ 10
INSURANCE

1. Subsequent to signing of this Contract and until the end of contract realization, the Supplier is responsible for arranging the requisite civil liability insurance for its legal liability due to bodily injury, including death, and damage to property with respect to his responsibilities resulting from this Contract.

2. On request, the Supplier must send copies of the insurance policy or other proof of valid insurance to the Purchaser on the address as in the § 12 sec. 2 letter a. If the Supplier does not fulfil this condition, the Purchaser has the right to take out insurance and charge it to the Supplier.

§ 11
SUBCONTRACTORS

1. The Supplier shall be liable for actions and omissions of subcontractors to the same extent as for its own actions and omissions.

2. Subcontracts for fabrication of the Subject of the Contract shall not alter the Suppliers obligation towards the Purchaser, resulting from the Contract.

§ 12
CORRESPONDENCE

1. Any correspondence between the Parties shall be made in writing or via email.

2. All correspondence shall be made to the below-listed addresses of the Parties:

Uniwersytet Jagielloński - Centrum Promieniowania Synchrotronowego
ul. Gronostajowa 7/ P.1.6
30-387 Kraków, Poland

and ........................................................................

3. The Parties undertakes to inform each other by a registered letter about any change of its address within 7 days from the change of it, otherwise the correspondence sent on the last known address shall be deemed as delivered.

§ 13
TRANSFER OF THE CONTRACT

1. Neither this Contract nor other rights and obligations hereunder shall be assigned or otherwise transferred to a third party by one Party without prior written consent of the other Party. In particular, the Supplier is not entitled to transfer its claims arising from this
contract to third parties without the prior written consent of the Purchaser.

2. The Supplier is has to receive a written consent of the Purchaser for transferring of its rights and obligations resulting from this contract also in case of change of the legal form of the Supplier.

§ 14

CONTRACTUAL PENALTIES

1. The Parties reserves the right to count and demand contractual penalties for the improper or inconsistence with the contract terms, performance of the contractual obligations.

2. The Supplier, with the restriction as in the sec. 6, shall pay the Purchaser a contractual penalty in following cases:
   a. withdrawal from the contract due to reasons independent from the Purchaser, in the rate of 10% of the contract price net according to the § 3 sec. 1 of the contract.
   b. improper performance of the contract, including the contractual warranty obligations, in the rate of 10% of the contract price net according to the § 3 sec. 1 of the contract. An improper performance of the contract, means its implementation, which is contrary to the provisions of the contract, or the Supplier’s offer, or the provisions of the SETCPP,
   c. delay in deliveries of the subject of the contract, which is more than 7 calendar days in respect of the period referred to in § 4 sec. 1, in the rate of 0,1% of contract price net as in the § 3 sec. 1, for each day of delay in relation to the period referred to in the § 4 sec. 1., but not more than 10% of contract price net.
   d. delay in removal of defects found during the warranty period, which is more than 7 calendar days in respect of the period referred to in § 7, in the rate of 0.1% of the contract price net as in the § 3 sec. 1, for each day of delay calculated from the deadline date as determined in accordance with § 7 of the contract, but not more than 10% of total contract price net.

3. The Purchaser reserves the right to demand compensation on the basis of general rules of Civil Code, over the contractual penalties.

4. The Purchaser has the right to deduct the eventual penalties from an invoice which has to be paid.

5. The Supplier may count the contractual penalty and the Purchaser is obliged to pay it, in case of the withdrawal from the contract by the Supplier due to exclusive fault of the Purchaser, in the rate of 10% of the contract price net, as in the § 3 sec. 1.

6. On demand of the Supplier, the Purchaser shall pay the contractual penalty in annual rate of 10% of the remuneration which was not paid on time according to the § 5 sec. 4.

7. If the Supplier finds that the agreed time of delivery cannot be met (or appears unlikely to be met), then the Supplier must promptly notify the Purchaser about this circumstances. In this situation Parties shall agree a new date of delivery, but the Purchaser still reserves his right to claim contractual penalty for the delay.

§ 15

REVOCATIONS

1. Apart from the situation regulated in Civil Code, the Parties may withdraw from the Contract within 30 days in case of being informed of the occurrence of the following circumstances:
   a) in case of the initiation of liquidation or bankruptcy proceedings against other Party;
b) in the case when the subject of the contract delivered by the Supplier does not meet the contractual requirements or when the delay in delivery is longer than 30 days, and in an additional given by the Purchaser deadline, the Supplier does not fulfil its contractual obligation.

2. The Supplier is not entitled to compensation for withdrawing from the contract by the Purchaser due to fault of the Supplier.

3. Withdrawing from the contract shall be in writing under pain of nullity of such a statement and shall include a justification.

4. In the case of withdrawal, the Parties retain the right to demand contractual penalties.

5. The party which intends to invoke/plead the circumstances described above must notify the other party immediately in writing.

§ 16
FORCE MAJEURE

1. In the event of a Party being prevented from fulfilling all the obligations under this Contract due to events over which the Party has no control and which the Party could not reasonably have been expected to foresee (force majeure), the Party shall be exempted from all liabilities, including damages, or permitted to reschedule the said assignment.

2. Provisions listed in sec. 1 apply in cases when fulfilling the obligations resulting from this Contract is impossible due to force majeure affecting subcontractors of any of the Supplier.

3. In the event of the Contract agreement being impeded due to force majeure in any significant manner for a period of more than three (3) months, a Party may unilaterally submit notification of Contract termination without liability for any cost whatsoever.

4. If the conditions listed in sec. 1 exist and this clause comes into effect, the opposite Party must be notified without undue delay.

§ 17
INFRINGEMENT OF COPYRIGHT AND PATENTS

1. The Supplier declares that to his best knowledge fulfilment of his obligations under this Contract do not infringe third parties’ IP rights.

2. The Supplier is responsible for and shall bear all the costs arising from any infringements of copyrights, patent rights or other intellectual property rights which may result from the obligations the Contract covers, and which do not result from the Purchaser’s negligence.

3. If delivered equipment is altered without the Supplier’s approval, the Supplier cannot be responsible for patent or copyright infringement claims related to unapproved changes.

4. The Supplier under remuneration and on the date of its payment, allows the Purchaser to use any documents submitted within this contract, without any restrictions to the territory, time and number of copies, for the purposes connected with daily operation, servicing, eventual post warranty repairs and other repairs of the subject of the Public Procurement; in particular:
   - any recording and reproduction, copy to the memory of computers and servers of computer networks;
   - reproduction by printing or recording on magnetic media in an electronic form,
   - use in whole or in part, and combine with other works, the development by adding equal parts, updating, modification, translation into different languages.

5. The Supplier shall provide the Buyer a non-exclusive and a non-terminable license to use the software (software as referred to in § 1 sec. 2) in the current version at the date of installation of the software, including all available updates and fixes. The use of license
shall be for own purposes of the Buyer relating to the construction and functioning of the synchrotron in the extent specified in the contract.

6. The Supplier declares that he is authorized to provide license of the software’s producer to use the software by the Buyer.

7. The Supplier is fully responsible for claims with which third parties could pursue against the Buyer as a using of such third-party intangible property rights, in particular copyrights for software.

8. The Supplier shall provide the Purchaser free technical support and access to software updates which is the Object of this contract, for the period of the warrantee, indicated in § 8 sec. 2.

9. The Installation and the use of the software will be made on a single workstation, with stipulation of sec. 10.

10. The Supplier shall provide the Buyer the software copied on f.ex. memory stick, CD-ROM. The Buyer is able to use a copied software in case of failure of the computer (workstation) specified in sec. 9 (safety backup).

11. The Supplier shall provide non-terminable right to use the software license specified in sec. 5 on the following fields of exploitation, including:
   a) the right to install the software on a single computer (workstation) with the possibility to transfer the license to another position in the event of failure of the primary station.
   b) the processing, archiving in any medium, printing and publishing any data processed (generated) by software.
   c) storing safety backup on any kind of data storage.

§ 18 DISPUTES

1. Disputes that may arise from the execution of this Contract shall be solved in an amicable way.

2. If an agreement cannot be established in a manner listed in sec. 1, all disputes resulting from this Contract shall be subject exclusively to the Polish court competent for the Purchaser’s place of residence.

3. Eventual invalidity of one or more of the contract’s provision, does not affect the validity of the contract as a whole. If such a situation occurs, the Parties will strive to replace an invalid part of the contract with a new provision which is coherent with the objectives of this contracts and its other provisions.


§ 19 CHANGES AND SUPPLEMENTS

1. Changes and supplements to the current Contract may only be made through a written document under pain of nullity, and signed by authorized representatives from both the Purchaser and the Supplier.

2. The Parties allows the possibility to change the contract through the appropriate annex, with retaining the unchanged price, in following situations:
   a. amendment to the deadline for the performance of the contract, by its reduction in case of mutual agreement of the Parties, or its extension due to reasons attributable to the Purchaser, but not longer than up to 3 months, in particular the need to extend the
duration of the project to build a synchrotron; and any other reasons not attributable to
the Parties and resulting from the occurrence of events caused by force majeure;
b. extension of the warranty time limit – pursuant to its extension by the manufacturer/
Supplier;
c. improvement of quality or other parameters characteristic for the object of the contract
or changing the technology into equal one or better, increase in the efficiency of
equipment and safety class – in the event when the object of the contract offered by
the Supplier is withdrawn from the market by the manufacturer or is not manufactured
anymore;
d. renovation solutions due to technological progress or changes in applicable laws,
e. change of subcontractor, due to random events or other events favourable for the
Purchaser; in case when the Supplier declared to use subcontractors for performing of
the contract.
f. resignation by the Supplier of receiving of the any part of the payment, in place of
payment upon delivery of the Subject of the Public procurement.

§ 20
SIGNING OF THE CONTRACT
1. This Contract shall be valid from the date on which both Parties have signed the Contract.
2. The Contract has been written in four copies - two in Polish and two in English and each
Party receives one copy in each language. In case of translation discrepancy, both versions
are equivalent.

............................................                                      …........................................
The Purchaser      The Supplier

In ……………………………, on ……………………………………………….. 2014
I hereby approve the Contract Template.

........................................................................
(stamp and signature of a person authorised to make declarations
of intent on behalf and in the name of the Contractor)
17) **Information on legal remedies to which the Contractor shall be entitled during the Contract Award Procedure.**

1. Contractors, tender participants, and other entities shall be entitled to legal remedies if they have, or had, a legal interest in winning the procurement or if they suffered, or are likely to suffer, losses in the event of a breach of the Act by the Purchaser.

2. Organizations registered by the Public Procurement Officer shall also be entitled to legal remedies with regard to public procurement notice and the specification of essential terms and conditions of the public procurement.

3. The right of appeal is available solely in the event of a breach of the Act by the Purchaser during the Contract award procedure or if the Purchaser neglects to perform an action to which it is legally obliged pursuant to the Act.

4. The appeal shall specify which action of the Purchaser is in breach with the Act or has been neglected, and shall include a concise presentation of charges, specify the demand raised, and present the factual and legal circumstances which justify the appeal.

5. The appeal shall be submitted to the Chief Officer of the National Chamber of Appeal (ul. Postępu 17a, 02-676 Warszawa) in written or electronic form, affixed, in the latter case, with the secure electronic signature verifiable by means of a valid qualified certificate.

6. The appeal registration fee shall be paid no later than on the date of the deadline for appeals, and a relevant receipt shall be enclosed with the appeal. The Appellant shall deliver a copy of the appeal to the Purchaser in such a manner as to enable it to examine its contents before the deadline for appeals. It shall be assumed that the Purchaser is able to examine the appeal before the deadline if the copy is submitted before the deadline for appeals through one of the means defined in Article 27 paragraph 2 of the Act, i.e. by fax or e-mail.

7. An appeal shall be submitted to the Chief Officer of the National Chamber of Appeals in terms written in Article 182 PPL Act:

7.1 Within 5 days of the date on which the notification of the Purchaser’s action constituting the basis for the appeal is dispatched, should the notification be sent by means specified in Article 27 paragraph 2 of the PPL, i.e. by fax or e-mail, or within 10 days, should the notification be sent otherwise – in case the procurement value is lower than the amounts specified in provisions issued on the basis of Article 11 paragraph 8 of the PPL.

7.2 An appeal concerning the public procurement notice, and in case the proceeding is an open tender, also concerning the specification of essential terms and conditions of the public procurement, shall be submitted within 5 days of the publication of the notice in the Public Procurement Bulletin or publication of the SETCPP on the website – in case the procurement value is lower than the amounts specified in provisions issued on the basis of Article 11 paragraph 8 of the PPL.

8. Any appeal concerning other acts than the ones specified in paragraphs 7.1. and 7.2. hereof shall be submitted in case the procurement value is lower than the amounts specified in provisions issued on the basis of Article 11 paragraph 8 of the PPL – within 5 days of the date on which the information on the circumstances constituting the grounds for the appeal is revealed or might be revealed with due diligence.

9. The Purchaser shall deliver a copy of the appeal to other participating Contractors immediately, no later than 2 days of the receipt of the appeal, and if the appeal concerns the public procurement notice or the specification of essential conditions of
the public procurement, the copy shall also be published on the website where the public procurement notice or the specification is available, with a call upon Contractors to enter into the appeal procedure.

10. The Contractor may register its entry into the appeal procedure within 3 days of the receipt of the appeal copy, identifying the party it accedes to and the legal interest it has in a ruling in its favor. The Chief Officer of the National Chamber of Appeal shall be notified of the entry in written or electronic form, affixed, in the latter case, with the secure electronic signature verifiable by means of a valid qualified certificate. A copy shall be delivered to the Purchaser and the Appellant. Contractors who have entered into the appeal procedure shall become appeal procedure participants, if they have a legal interest in a ruling in favor of one of the Parties.

11. The Appellant and the Contractor summoned in accordance with paragraph 17)9 shall subsequently not be entitled to legal remedies with regard to the actions performed by the Purchaser in accordance with the judgment of the Chamber or the court or pursuant to Article 186 paragraphs 2 and 3 of the PPL.

12. The appeal procedure is subject to the provisions of the Act of 17 November 1964 on arbitration court, Civil Proceedings Code (Polish Journal of Laws No. 43 item 296, as amended), unless otherwise provided by the Public Procurement Law.

13. The Parties and Participants of the appeal procedure shall be entitled to a court complaint against the judgment of the Chamber. To the complaint procedure the provisions of the Act of 17 November 1964 on arbitration, Civil Proceedings Code, shall apply, unless otherwise provided by this Article.

14. No later than 7 days before the bid bond validity deadline, the Purchaser shall call upon contractors, under pain of exclusion from the tender, to extend the bid bond validity or lodge a new bid bond for the period necessary to secure the Contract award procedure. If the appeal is submitted after the selection of the best Bid, the call shall be made solely upon the Contractor whose Bid is selected.

15. The complaint shall conform to the regulations prescribed for pleadings and shall identify the judgment protested, summarize and briefly justify the charges, present evidence, and plead for the repeal or partial or complete modification of the judgment. The complaint procedure shall not be subject to the extension of the repeal plea or any additional pleas.

16. Notification: Within the deadline for appeals the Contractor or tender participant may inform the Purchaser of its action that is in breach with the Act or its neglecting of an action to which it is legally obliged pursuant to the Act, and to which the appeal shall not apply in accordance with Article 180 sec. 2 PPL. In the case of legitimacy of the transmitted notification the Purchaser shall repeat the action or make the abandoned action, informing the Contractors in way defined in the PPL for this action.

17. The Contractor is not entitled to legal remedies with regard to the actions performed in accordance with point 16 above subject to the Article 180 sec. 2.

18. The Purchaser or the Appellant may oppose to another Contractor’s entry into the appeal procedure no later than until the opening of the proceedings.

19. The Purchaser informs that the detailed regulations for legal remedies shall be provided by section 6 of the Act, i.e. Articles 179–198 (g) of the Public Procurement Law.

18) Description of a part of the Public Procurement, if the Purchaser allows for submitting partial bids.

1. The Purchaser shall not allow for submitting partial bids.
19) **Information on framework contract.**
1. The Purchaser shall not allow the execution of any framework contract.

20) **Information on anticipated supplementary contracts referred to in Article 67 item 1 (6, 7) or Article 134 item 6 (3) of the PPL.**
1. The Purchaser foresees a possibility of awarding the supplementary Public Procurement Contracts on the basis of Article 67 section 1 point 7 of the PPL involving an extension of the delivery of ordered stations, detectors together with installation representing not more than 15% of the estimated value of the contract.

21) **Description of the method of presenting alternative bids and of the minimum conditions that shall be met by such alternative bids provided that the Purchaser allows for alternative bids to be submitted.**
1. The Purchaser shall not allow for submitting any alternative bids.

22) **E-mail address or the address of the Purchaser’s website due to the fact that the terms and conditions of this Tender Procedure allow for contact via electronic mail.**
1. e-mail: bzp@uj.edu.pl
2. website: www.uj.edu.pl
3. place of publication of announcements and information: http://przetargi.adm.uj.edu.pl/ogloszenia.php

23) **Information on foreign currencies allowed for clearing financial obligations between the Purchaser and the Contractor.**
1. Any financial obligations between the Contractor and the Purchaser shall be settled in Polish zloty (PLN) or Euro (EUR) depending on the currency of the chosen bid.

24) **The Purchaser shall not provide for any electronic auction.**
25) **The Purchaser shall not provide for any refund of the costs related to the participation in the Procedure.**
26) **In accordance with the SETCPP, the Purchaser demands that in the Bid the Contractor expressly identifies which part of the Object of Public Procurement shall be performed by subcontractors.**
BID FORM

The Purchaser – Uniwersytet Jagielloński
ul. Gołębia 24, 31 – 007 Kraków;

Unit assigned to this Tender Procedure – Biuro Zamówień Publicznych UJ
(Public Procurement Office) Ul. Gołębia 6/2, 31 – 007 Kraków

Name (company) of the Contractor – ……………………………………………………………………………………,
Registered office address – ……………………………………………………………………………………………………,
Mailing address – ………………………………………………………………………………………………………………,
Tel. - ......................................................; fax - ......................................................;
E-mail: ..............................................................;
NIP 1) - …………………………………….; REGON 2) - ……………………………………;

With reference to the announced Open Tender for the selection of a contractor for the delivery of the ionizing radiation monitoring system with installation at National Synchrotron Radiation Centre SOLARIS in Krakow, we hereby submit the following Bid:

1) we offer the performance of the entire Object of the Contract, for the standard net price: ……………………………………PLN/EURO*, and with due VAT at the rate of ....-%, for the gross standard price: …………………………………… PLN/EURO * (in words: …………………………………… PLN/EURO*).

2) We offer the deadline for the completion of the Public Procurement up to 140 days counting from the date of signing the Contract, in accordance with point 4 SETCPP and the contract proposal.

3) We offer the payment deadline of up to 30 days, counting from the date of delivery of the invoice, respectively for requirements determined in the SETCPP

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

1) NIP – Tax Identification Number
2) REGON No.: Polish National Business Registry Number
4) Pursuant to Article 44 of the PPL Act, we declare that we meet all terms and conditions of this Tender Procedure specified in the SETCPP and are aware of the content of the Specification of Essential Terms and Conditions of the Public Procurement, and consider ourselves bound by the terms and conditions thereof, as well as by the rules of conduct and the essential terms of the contract contained therein (Contract Template).

5) We declare that we consider ourselves bound by this Bid for the period indicated in the Specification of Essential Terms and Conditions of the Public Procurement, that is for 30 days from the date of the opening of the Bid.

6) We declare that we offer the Object of the Public Procurement that is compliant with the requirements and provisions specified in the Public Procurement Law Act and with the terms and conditions specified by the Purchaser in the SETCPP and to confirm that we enclose to the Bid technical or/and functional description, or producer’s catalogue (indicating in particular: offered type, model, name of producer, product characteristic and other important information), allowing verification of the compliance of the equipment with the requirements specified in the SETCPP. The documents mentioned may above be issued in English version.

7) We declare that we offer warranty services that fulfill conditions and requirements resulting from the Specification of Essential Terms and Conditions of the Public Procurement, in particular as to their period, scope and a form in which they shall be carried out.

8) The Bid consists of .....................* numbered sheets.

9) This Bid Form is accompanied by the following Annexes:

- Annex 1 - Letter of Declaration of the Contractor,
- Annex 2 - Contract Template (optional),
- Annex 3 - Calculation of the Bid Price,
- Annex 4 - List of Subcontractors (if any),
- Annex 5 - Letter of Declaration (regarding capital ties)
- others – .................................................................*.

Attention! A space dotted out and / or marked with a ‘*’ sign in the draft Bid Form and drafts of its Annexes shall be either filled out or crossed off by the Contractor in accordance with their content.

In ………………………………, on ………………………………………………… 2014

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

(stamp and signature of a person authorised to make declarations of intent on behalf and in the name of the Contractor)
LETTER OF DECLARATION

While submitting this Bid in the Open Tender Procedure for selecting a Contractor for the delivery of the ionizing radiation monitoring system with installation under the project of the „National Electromagnetic Radiation Centre for research purposes (phase I)”, for CPS UJ in Krakow, Case no. CRZP/UJ/123/2014, we declare that:

1. we have the legal powers to perform specific business or actions, if required by the law;
2. we have the relevant expertise and experience;
3. we have relevant technical capacity and persons capable of performing the Public Procurement;
4. we have economic and financial capacity to complete the Public Procurement;
5. we are in none of the situations of exclusion due to circumstances specified in Article 24 paragraph 1 of the Act of 29 January 2004 Public Procurement Law (i.e. Polish Journal of Laws of 2013 item 907, as amended).

In ……………………………., on ………………………………………………… 2014

........................................................................
(stamp and signature of a person authorised to make declarations of intent on behalf and in the name of the Contractor)
Annex No. 2 to the Bid Form

(Company Stamp of the Contractor)

Annex No. 2 contains the approved Contract Template and is optional (non-obligatory).

In ........................................, on ............................................................... 2014

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

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

Annex No. 3 to the Bid Form

(Company Stamp of the Contractor)

Annex No. 3 contains the Lump Sum Price of the Bid, individual calculation, with regard to the provisions of point 12) of the SETCPP, concerning in particular the separate prices for gamma-neutron stations, gamma stations, software, calibration, installation, training and other necessary accessories, settled in Polish zloty (PLN) or Euro (EUR).

In ........................................, on ............................................................... 2014

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

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

Annex No. 4 to the Bid Form

(Company Stamp of the Contractor)

This Annex contains the Material Scope of the parts of the subject of the contract (actions, services and/or deliveries) that are foreseen to be performed by a subcontractor (or subcontractors), and an optional (non-obligatory) list of their names (companies), addresses, and telephone numbers. This Annex is mandatory only when the Contractor announces the employment of subcontractors.

In ........................................, on ............................................................... 2014

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

(stamp and signature of a person authorised to make declarations of intent on behalf and in the name of the Contractor)
Annex No.5 to the Bid Form

(Company Stamp of the Contractor)

LETTER OF DECLARATION
(regarding capital ties)

Upon submission of the tender in the open tender procedure for the selection of a Contractor for the delivery of the ionizing radiation monitoring system with installation under the project of the „National Electromagnetic Radiation Centre for research purposes (phase I)”, for CPS UJ in Krakow, Case no. CRZP/UJ/123/2014, we declare that we are in none of the situations of exclusion due to circumstances specified in Article 24 paragraph 2 point 5 of the Public Procurement Law Act, which means that:

I. We do not belong to the same capital group, as specified in Article 4 paragraph 14 of the Act from 16th February 2007 of the Protection of Competition and Consumers (Polish Journal of Laws 2007 No 50 item 331, as amended), i.e. capital group shall mean all undertakings controlled directly or indirectly by a single undertaking, including that undertaking. *

In ……………………………, on …………………………………………………. 2014

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

or

II. We belong to the same capital group, as specified in Article 4 paragraph 14 of the Act from 16th February 2007 of the Protection of Competition and Consumers (Polish Journal of Laws 2007 No 50 item 331, as amended) i.e. capital group shall mean all undertakings controlled directly or indirectly by a single undertaking, including that undertaking, as proof of what we enclose the list of the entities belonging to the group to this declaration. *

In ……………………………, on …………………………………………………. 2014

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

*delete where inapplicable