SPECIFICATION OF ESSENTIAL TERMS OF CONTRACT
hereinafter referred to as SIWZ

1) Name (company) and address of the ordering party.
2. Unit responsible for the case:
      tel. +4812-432-44-50; e-mail: bzp@uj.edu.pl; monika.poniewierska@uj.edu.pl
      fax +4812-432-44-51; www.uj.edu.pl

2) Contract awarding procedure.
1. The procedure is carried out in form of open tender, pursuant to provisions of the act of 29th January 2004 – Public Procurement Law, hereinafter referred to as „PZP Act” (consolidated text: Dz. U. z 2010r., Nr 113, poz. 759 z późn. zm. [Polish Journal of Laws of 2010, No. 113, item 759 as amended]).
2. The actions undertaken by the ordering party and the contractors in the procedure for awarding an order are regulated by provisions of the said act – Public Procurement Law and secondary legislation passed pursuant to it, and in matters not settled, provisions of the act of 23rd April 1964 – Civil Code (Kodeks cywilny) shall apply (Dz. U. Nr 16, poz. 93, z późn. zm. [Polish Journal of Laws No. 16, item 93, as amended]).

3) Description of the object of the contract.
1. The object of the contract is the appointment of a contractor concerning the purchase and delivery of AFM Head with technical parameters described in Annex A of SIWZ, for the purposes of the research project implemented by Institute of Physics of the Jagiellonian University, called „Atomic Scale and Single Molecule Logic Gate Technologies” (ATMOL), under the 7th EU Framework Programme for research and technological developments activities for 2007-2013 (ICT – information and communication technologies) (contract no 270028). The object of the contract also includes the services concerning assembly, installation, start-up, testing of the ordered apparatus and providing training for the personnel of the ordering party, within the scope necessary for work.
2. The ordering party shall not accept partial tenders.
3. Detailed description of the object of the contract with CPV code is included in annex A to SIWZ.
4. General objective conditions of participation in the procedure:
   4.1 the contractor has to offer the object of the contract compliant with the requirements of the ordering party, specified in SIWZ, which has to be confirmed by attachments to the submitted tender concerning detailed technical and/or functional descriptions (brochures, folders, manufacturer’s catalogues, etc., in Polish or English version) allowing for appropriate verification of the offered apparatus with regard to the requirements of the Ordering party;
   4.2 the contractor has to assure that the offered apparatus is brand new, complete (in particular that it contains all components, parts and materials necessary for the start-up and use), that its purchase and use according to its intended purpose does not violate law, including third party rights, and in particular that it is compliant with the CE norm with regard to safety;
4.3 the contractor has to assure a warranty period and warranty service in accordance with the following principles:

4.3.1 at least 2-year warranty period for all elements under the contract, starting from the date of final delivery (i.e. after delivery, assembly, installation, start-up, testing of the apparatus;

4.3.2 repair – at the place of use (on-site) or away from it, at the authorised service or at the manufacturer’s site (in such a case, all organisational actions and costs concerning shipment and repair away from the site of the ordering party shall be borne each time by the contractor);

4.3.3 reaction time of the service facility from the moment of notification (by phone, fax or e-mail) – up to 72 hours;

4.3.4 repair time – up to 14 working days from the date of notification and in case it is necessary to import the spare parts – up to 30 working days. In justified cases (for example, high complexity of repair), upon written request of the contractor and with the consent of the ordering party, the deadline of repair may be extended to 45 working days, starting from the date of notification. The warranty is automatically extended by the time of repair;

4.3.5 in case when a fault or defect is not rectified within the deadline set for repair (i.e., 14 or 30, or 45 working days under the circumstances specified above), the contractor shall be obliged to provide the ordering party with access to the apparatus with similar technical parameters;

4.3.6 the contractor has to provide telephone of e-mail technical assistance unlimited in time, based on immediate assistance of a serviceman in case of any problems caused by day-to-day use of the apparatus, in form of an attempt of establishing diagnosis of causes of the occurred problem;

4.4 the contractor has to assure that the services of the warranty service facility will be provided by the manufacturer or an appropriate authorised service facility;

4.5 the contractor has to provide the performance of the contract within deadline indicated in point 4) of SIWZ. The place of delivery and installation of the apparatus shall be: Institute of Physics of the Jagiellonian University, ul. Reymonta 4, 30-059 Kraków;

4.6 the contractor shall be obliged to offer the date of payment compliant with the provisions of the model contract attached to this SIWZ. The ordering party shall not provide any prepayments nor advance payments for the performance of the contract.

5. Original of SIWZ signed in the name of the ordering party by authorised persons, constituting basis for settlement of any possible disputes related to the content of this document, is available from the ordering party or on the website www.uj.edu.pl; http://przetargi.adm.uj.edu.pl/ogloszenia.php and may be transferred to the contractors for free in the electronic form (e-mail). However, after prior ordering by the contractors, the ordering party shall agree to copy and send the copies of SIWZ on paper for a fee – SIWZ is free of charge and the contractor shall pay only for the postage.

4) Deadline for performance of the contract.

1. The object of the contract (i.e. all actions included in it – delivery, assembly, installation, start-up, testing of the apparatus and training of the personnel of the ordering party within the scope necessary for work) has to be delivered within 4 months, starting from the date of awarding the contract, i.e. from the day of signing the contract, assuming that the services of assembly, installation, start-up, testing of the apparatus and training of the personnel of the ordering party will be performed not later than within 14 days from the delivery of the apparatus to the premises of the unit indicated in point 3) 4.5 SIWZ.
5) **Description of subjective conditions of participation in the procedure and description of the assessment method concerning the fulfilment of these conditions.**

1. Eligible to apply for the awarding of the contract shall be the contractor who fulfils the conditions for participating in the procedure specified in SIWZ and who pursuant to Article 22 of the PZP Act fulfils the following conditions:
   
   1.1 has the licences to perform specific activities or actions, if such licences are required by the law – the Ordering party shall not indicate a special condition with regard to this;
   
   1.2 has the knowledge and experience – the Ordering party shall not indicate a special condition with regard to this;
   
   1.3 has at their disposal an appropriate technical potential – the Ordering party shall not indicate a special condition with regard to this;
   
   1.4 have at ther disposal the personnel capable of performing the contract – the Ordering party shall not indicate a special condition with regard to this;
   
   1.5 economic and financial situations – the Ordering party shall not indicate a special condition with regard to this.

2. Eligible to apply for the awarding of the contract shall be the contractor who apart from fulfilment of conditions of participation in the procedure specified in points 5)1.1 – 5)1.5 of SIWZ at the same will prove that there are no grounds for excluding them from the contract award procedure with regard to the circumstances specified in Article 24.1 of the PZP Act.

A. **The assessment concerning fulfilment of the subjective conditions specified in point 5) of SIWZ shall be carried out on the basis of 0 – 1 method, i.e. whether the conditions are fulfilled or not fulfilled on the basis of the documents and declarations attached to the tender, in particular:**

   A.1 the assessment concerning fulfilment of the condition specified in points 5)1.1 – 5)1.5 of SIWZ shall be carried out on the basis of the declaration attached to the tender (the draft of which constitutes annex no. 1 to the tender form) constituting integral part of SIWZ;

   A.2 the assessment concerning fulfilment of the condition of the lack of grounds for excluding the contractor from the pending procedure indicated in point 5)2 of SIWZ shall be carried out on the basis of the declaration attached to the tender (the draft of which constitutes annex no. 1 to the tender form) constituting integral part of SIWZ and on the basis of the documents described below in point 6)2 of SIWZ.

B. **The contractors who do not fulfil the conditions specified in the above-mentioned points of SIWZ shall be excluded by the ordering party from this procedure (this concerns the failure to fulfil the subjective conditions of participation in the procedure) or their tenders shall be rejected (this concerns the failure to fulfil the objective conditions of participation in the procedure).**

6) **Information on declarations and documents which have to be submitted by the Contractors in order to confirm the fulfilment of all conditions concerning participation in the procedure and prove the lack of grounds for exclusion specified in Article 24.1 of the PZP Act.**

1. In order to confirm the fulfilment of the subjective conditions, the contractor shall attach the following documents to the tender:

   1.1 declaration of the contractor on the fulfilment of conditions specified in Article 22 of the PZP Act, based on the draft constituting annex no. 1 to the tender form;

   1.2 the contractor relying on knowledge and experience, technical potential, personnel capable of performing the contract or financial capacity of other entities, regardless of the legal nature of their relations, shall prove the ordering party that they will have resources necessary for the performance of the contract, in particular for this purpose they shall submit a written agreement (i.e. in original) of these entities to provide the contractor with necessary resources to be used within the period of performing the contract.
2. In order to confirm the lack of grounds for exclusion of the contractor from the contract awarding procedure concerning the circumstances specified under Article 24.1 of the PZP Act, the contractor shall be obliged to attach the following documents to the tender:

2.1 declaration of the contractor on the lack of grounds for exclusion (submitted with the declaration specified in point 6) 1.1 of SIWZ); in case when the tender is submitted by several entities jointly, this refers to each of them.

3. Moreover, the following documents must be attached:

3.1 completed and signed tender form with attachments (completed and filled in or drawn up in accordance with their content) including part of declarations confirming the fulfilment of conditions specified in SIWZ;

3.2 detailed cost calculation with the provision of unit price and total net price, amount (amounts) and sum (sums) of due VAT on goods and services as well as unit and total gross value (values) calculated with taking into account the conditions and provisions of point 12 SIWZ and its annexes, including professional experience of the contractor;

3.3 original of the power of attorney (powers of attorney), copy certified by a civil-law notary or true copies certified by the persons granting the power of attorney, if the tender is signed by a representative [particularly required when the tender is submitted by joint entities (consortium) and the tender is not signed by all members of consortium];

3.4 detailed technical and/or functional descriptions (brochures, folders, manufacturer’s catalogues, etc., in Polish or English version), allowing for appropriate verification of the offered apparatus with regard to the requirements of the Ordering party;

3.5 in case when the contractor intends to employ subcontractors, the tender shall include a list with the scope of works assigned to those subcontractors (parts of the object of the contract).

3.6 a letter of entities belonging to the same capital group, specified in article 24.2.5 PZP Act or an information that the contractor don’t belong the capital group.

4. In case when the contractor replaces any of the documents specified in point 6 (apart from point 6) 3.3) of SIWZ) with a copy, such a copy has to be certified by the contractor as be true copy of the original. Each page of a document submitted in form of a photocopy has to be certified as true copy of the original. The ordering party may require the submission of the originals or copies of documents certified by civil-law notary only when the presented photocopies are illegible or raise doubts as to their authenticity.

A. The contractors who fail to submit subjective and objective declarations or documents confirming the fulfilment of conditions of participation in the procedure within specified deadline, or who have not submitted powers or attorney, or who have submitted declarations and documents containing errors, or who have submitted faulty powers of attorney, shall be requested by the ordering party to submit them within specified deadline, unless the contractor’s tender is subject to exclusion or it would be necessary to cancel the procedure despite the submission of these documents.

B. Declarations and documents submitted at the request of the ordering party shall confirm the fulfilment of the conditions of participation in the procedure by the contractor and fulfilment by the offered deliveries of the conditions specified by the ordering party, not later than on the due date for submitting the tenders.

7) Information on the method of communication between the ordering party and the contractors and transmission of declarations and documents as well as appointment of persons authorised to communicate with the contractors.
1. It shall be possible to communicate by a registered letter, fax or electronic means, however, the tender with the required documents and declarations must be submitted as an original in writing before the expiry of the time limit specified in point 11) of SIWZ.
Address and contact person – dr Monika Poniewierska,
ul. Gołębia 6/2, 31-007 Kraków,
tel. +4812-432-44-50; e-mail: monika.poniewierska@uj.edu.pl
fax +4812-432-44-51; www.uj.edu.pl

2. If the ordering party or contractor transmit any documents or information via fax or by electronic means, then each party, upon request of the other party, shall immediately confirm their receipt and shall send them in a written form, for instance registered letter.

3. Prior to the deadline of submitting the tenders, the contractor may ask the ordering party in writing for explanation of the content of SIWZ and/or submit questions. All matters concerning the method of providing explanations, answers prepared by the Ordering party and/or amendments of contents of SIWZ referring to them are specified in Article 38 of the PZP Act.

8) Requirements concerning tendering security.
1. The ordering party shall not provide for the payment of tendering security.

9) Tender validity period.
1. Tender validity period shall be 30 days.
2. The contractor independently or upon request of the ordering party may extend the tender validity period, however, the ordering party may only once, at least 3 days before the end of the tender validity period, ask the contractors for their consent to extension of that period by a specific time, not exceeding 60 days.

3. The running of the tender validity period shall start on the due date for submission of tenders.

10) Description of method for preparation of tenders.
1. Each contractor may submit only one tender for the performance of the whole object of the contract.
2. In the tender the contractor shall provide the price for the whole object of the contract, calculated with taking into account the provisions of point 12) of SIWZ.
3. One tender may be submitted by two or more entities in accordance with the provisions of Article 23 of the PZP Act.
4. The tender with the annexes constituting its integral part shall be drawn up by the contractor in accordance with the content of the provisions of SIWZ.
5. The tender must be drawn up in accordance with the content of the tender form and its annexes included in SIWZ.
6. The contractor has to attach to the tender a complete set of documents and declarations as well as all information required by the provisions of SIWZ.

7. The offer shall be drawn up in Polish or English using a computer, typewriter or legible handwriting, and additionally it shall be required to attach technical and/or functional descriptions (brochures, folders, manufacturer’s catalogues, etc.) of the object of the contract in Polish or English version.

8. It is recommended that all pages of the tenders with the annexes are signed by the person (persons) authorised to submit declarations of intetds on behalf of the contractor; moreover, the signature (signatures) shall bear the official seal and name stamp of the contractor at least on the tender for and its annexes (declarations) and copies of the documents certified as true copies of the original. The following persons are authorised to submit the declarations of intent on behalf of the contractors:
9. It is recommended that all pages of the tender with the annexes are clearly numbered (pages numbered in order) and connected in a manner preventing the pages from sliding out and that the contractor prepare and attach table of contents to the tender.

10. All amendments and changes in the content of the tender shall be signed by the person (person) signing the tender and shall bear the dates on which they were made.

11. All costs concerning preparation and submission of the tender shall be borne by the contractor.

**11) Place and deadline of submission and opening of tenders.**

1. The tenders shall be submitted at Biuro Zamówień Publicznych UJ (Public Procurement Office of the Jagiellonian University), ul. Gołębia 6/2, 31-007 Kraków, 2nd floor, until 14th March 2013, 09:00 a.m.

2. The tenders received after the tender submission deadline shall be returned to the contractors without opening.

3. The contractor shall place the tender in an envelope addressed to the ordering party, to the address indicated in point 1) 1. of SIWZ, which shall be marked in the following way: „Oferta na zakup i dostawę głowicy mikroskopu AFM na potrzeby realizowanego przez Instytut Fizyki UJ projektu ATMOL. Nr sprawy: CRZP/UJ/65/2013 – nie otwierać przed dniem 14 marca 2013r., godz. 09:05” („Tender for the purchase and delivery of AFM Head, for the purposes of the research project implemented by Institute of Physics of the Jagiellonian University, called, Case name: CRZP/UJ/65/2013 – do not open before 14th March 2013, 09:05 a.m.) and shall bear the address stamp of the contractor.

4. The contractor may make changes or withdraw the tender submitted by them provided that the ordering party receives a written notification on the making of changes or withdrawal of the tender before the tender submission deadline.

5. The contractor may not withdraw the tender nor make any changes in its content after the tender submission deadline.

6. The opening of tenders shall be open to the public and shall take place on 14th March 2013, 09:05 a.m. at Biuro Zamówień Publicznych UJ (Public Procurement Office of the Jagiellonian University), ul. Gołębia 6/2, 31-007 Kraków, 2nd floor.

7. Immediately before the opening of tenders, the ordering party shall provide the amount which they intend to spend on financing the object of the contract.

8. During the opening of tenders, the ordering party shall provide the names (business names) and addresses of the contractors as well as information concerning the price, date of contract performance and payment conditions included in particular tenders.

9. Upon the request of the contractors who were not present at the opening of the tenders, the information referred to in 11) 7 and 8 shall be immediately sent to them.

10. In the course of examining and assessing the tenders, the ordering party may require the contractors to provide explanations concerning the content of submitted tenders.

11. The ordering party shall correct in the tender all obvious typographical errors, obvious computational errors, with taking into consideration the computational consequences of these corrections as well as other errors concerning inconsistency of the tender with SIWZ which do not cause significant changes in the content of the tender, and shall immediately notify about this the contractor whose tender has been corrected.

12. The ordering party shall exclude the contractor if there are any conditions specified under Article 24.1 and 24.2 of the PZP Act.

13. The ordering party shall reject the tender, if there are any conditions specified under Article 89.1 – 89.1.8 of the PZP Act.

14. The ordering party shall cancel the contract awarding procedure if there are any conditions specified under Article 93.1.1-93.1.7 of the PZP Act.
15. The ordering party shall at the same time inform all contractors about exclusion of contractors, rejection of tenders, cancellation of the procedure or choice of the most favourable tender and in each case they shall provide factual and legal justification.

16. Immediately after choosing the most favourable tender the ordering party shall place the information referred to in point 11) 15 of SIWZ on the website and in a place available to the public at their office.

12) Description of price calculation method.
   1. The ordering party shall provide the EUR standard price for the performance of the whole object of the contract with the unit and total net price, amount (amounts) and sum (sums) of due VAT on goods and services as well as unit and total gross value (values) in the form of an individual price calculation, with taking into consideration the requirements and provisions of SIWZ and ots annexes as well as professional experience of the contractor and all costs regarding the performance of the contract (including the cost of delivery of the apparatus, assembly, installation, start-up, testing and training for the personnel of the ordering party within the scope necessary for work, as well as warranty fees and custom duties, rebates, discounts, etc., which the contractor intends to give).

   2. Total price calculated on the basis of an individual calculation of the contractor shall correspond to the price indicated by the contractor in the tender form for the whole object of the contract.

   3. There shall be neither prepayments nor advance payments for the performance of the object of the contract and the payment shall be made in accordance with the content of the draft of the contract and contractor’s tender.

   4. There shall be no adjustment of the tender price and the calculated price shall be the standard price for the whole object of the contract.

13) Description of criteria which the ordering party shall take into consideration while choosing the tender as well as meaning of these criteria and method of tender assessment.
   1. The ordering party shall choose the most favourable tender out of all valid tenders submitted in the procedure (i.e. contractors who have not been excluded and tenders which has not been rejected), pursuant to the criteria specified in SIWZ:

   2. Criteria of tender evaluation and their meaning:

      2.1 Standard gross price for the whole object of the contract – 100%;

   3. Points awarded for the criterion “standard gross price for the whole object of the contract”, will be calculated according to the following formula:

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

   where:
   \[ C \] – number of points awarded to a particular tender,
   \[ C_{naj} \] – the lowest price among valid tenders,
   \[ C_o \] – price given by the contractor for which the result is calculated,

   The maximum number of points which can be obtained by the contractor under this criterion is 10.

   4. After evaluating the tender, awarded points shall be multiplied by criterion weight.

   5. The evaluation for the criterion obtained in that way shall constitute the final evaluation of a particular tender.

   6. All calculations shall be made to two decimal places.

14) Information on formalities which shall be accomplished after choosing the tender in order to conclude the public procurement contract.
   1. In case of procurements the value of which is lower than the amounts specified in the regulations issued pursuant to Article 11.8 of the PZP Act, the ordering party shall conclude the public
procurement contract within the period not shorter than 5 days from the date of sending the notification of the choice of the most favourable tender, if such a notification has been sent via fax or by electronic means, or within 10 days – if it was sent in a different way.

2. The ordering party may conclude the public procurement contract before the expiry of the time limit specified in point 14)1. of SIWZ, if there are conditions specified under Article 94.2 of the PZP Act, in particular when only one tender has been submitted under open tender.

3. If the contractor, whose tender has been chosen, refuses to conclude the public procurement contract, then the ordering party may select the most favourable tender among the remaining ones without carrying out another evaluation, unless there are certain conditions specified under Article 93.1 of the PZP Act.

4. Prior to the signing of the contract, the Contractor, upon the request of the Ordering party, shall submit:
   4.1 valid copy of a document authorising the contractor to participate in legal transactions, i.e. extract from a relevant register or certificate on the entry in the register of business activity, unless the document has been submitted together with the tender (in case when a tender is submitted by several entities acting jointly, this requirement applies to each of them);

**15) Requirements concerning the security on due performance of the contract.**

1. The ordering party shall not request the security on due performance of the contract.

**16) Draft of the contract.**
Tender carried out in frames of 7th EU Framework Programme for research and technological developments activities for 2007-2013 (ICT – information and communication technologies). Project no 270028 Atomic Scale and Single Molecule Logic Gate Technologies, ATMOL

DRAFT OF THE CONTRACT no. CRZP/UJ/65/2013

Concluded on ................. 2013 in Kraków, between:
the Jagiellonian University (Uniwersytet Jagielloński with the registered office in Kraków, ul. Gołębia 24, represented by:

1. ........................................... – acting pursuant to the power of attorney of ........ no.

............... granted by the Rector of the Jagiellonian University and financially approved by the
Bursar of the Jagiellonian University,
hereinafter referred to as the “Ordering party”,
of the one part,
and
The company ................. with the registered office in ................., zip code: ........, street
address: ................., registered in ................., under the number: ................., NIP (Tax
Identification No.): ................., REGON (Polish National Business Registry
No.):................., represented by:

1. ..............................................,
hereinafter referred to as the “Contractor”,
of the other part,

As a result of conducting the open tender procedure under Article 39 of the Act of 29th January 2004 – Public Procurement Law (consolidated text: Dz. U. z 2010 r., Nr 113, poz. 759 z późn. zm.),
the contract of the following content has been conclu:

§ 1
1. The object of the contract is the purchase and delivery of the AFM Head with technical
parameters included in the tender of the Contractor of ................., hereinafter referred to as the
“Apparatus”, for the purposes of the research project implemented by Institute of Physics of the
Jagiellonian University, called „Atomic Scale and Single Molecule Logic Gate Technologies”
(ATMOL), under the 7th EU Framework Programme for research and technological developments
activities for 2007-2013 (ICT – information and communication technologies) (contract no 270028).

2. The object of the contract also includes the services concerning assembly, installation, start-up,
testing of the Apparatus and providing training for the personnel of the ordering party, i.e. 5
employees of the Life Strategies Evolution Team within the scope necessary for work.

3. The object of the contract shall be delivered and installed at the premises of the recipient and user
of the Apparatus, i.e. Institute of Physics of the Jagiellonian University, ul. Reymonta 4, 30-059
Kraków. The person responsible for the receipt of the Apparatus and supervision on behalf of the
Ordering party shall be: prof. dr hab. Marek Szymoński (tel. +4812 663-55-60), or a different
person indicated by the Ordering party to the Contractor in writing.

§ 2

1. The Contractor shall be obliged to carry out with due diligence all activities necessary for the
performance of the object of the contract specified under paragraph 1.1 and 1.2.

2. The Contractor declares that the Apparatus is brand new (in particular that it contains all
components, parts and materials necessary for the start-up and use), that its purchase and use
according to its intended purpose does not violate law, including third party rights.
3. The Contractor declares that the Apparatus is compliant with the CE norm with regard to safety.
4. The integral part of this contract shall be the tender documentation, in particular SIWZ with the annexes and tender of the Contractor.

§3
The Contractor shall be obliged to perform the object of the contract (i.e. all actions included in it – in particular delivery, assembly, installation, start-up, testing of the Apparatus and training of the scientific personnel of the Ordering party within the scope necessary for work) within 14 months, starting from the date of awarding the contract, i.e. from the day of signing the contract, assuming that the services of assembly, installation, start-up, testing of the apparatus and training of the personnel of the Ordering party will be performed not later than within 14 days from the delivery of the Apparatus to the premises of the unit indicated in paragraph 1.3 of this contract.

§ 4
The Contractor declares that they have appropriate knowledge and experience, and that they have an appropriate base to perform the object of the contract.

§ 5
1. The amount of remuneration of the Contractor for the performance of the object of the contract has been established on the basis of the Contractor’s tender.
2. The standard remuneration for the object of the contract shall be the net amount of: .................. (in words: ............................................, 00/100), and with due VAT on goods and services (....%) it shall be the gross amount of .................. (in words: ............................................... , 00/100)
3. The Ordering party is a VAT payer and a holder of NIP (Tax Identification No.): PL 675-000-22-36.
4. The Contractor is a VAT payer/is not a VAT payer in Poland/ and a holder of NIP: ..................
§ 7
1. The Ordering party shall commence the acceptance activities after they are notified by the Contractor of readiness for commissioning. The document on readiness for commissioning shall be delivered by the Contractor to the person indicated in paragraph 1.3 of the contract 3 working days before the planned acceptance date.
2. The acceptance protocol concerning the object of the contract shall be drawn up with the participation of authorised representatives of the Parties to the contract, after verifying the compliance of the performance of the object of the contract with conditions of the contract, SIWZ and the Contractor’s tender and after ascertaining completeness of the below-mentioned documents which shall be handed over by the Contractor to the persons authorised for the receipt by the Ordering party, in particular:
   a) description of the Apparatus which is to be delivered, including in particular: proper name of the Apparatus, manufacturer, year of manufacture, serial number, characteristic operational parameters,
   b) guarantee card, service and operating manual,
   c) approvals, certificates and declarations of conformity,
   d) copy of the installation version of the software,
and moreover, after completion of assembly, installation, start-up, testing and after training of the personnel of the Ordering party.
3. Delivery of components (equipment) constituting the object of the contract shall not be equivalent of handing it over for use. The acceptance protocol concerning the object of the contract may be signed only after performance of obligations specified in section 2.
4. The employee of the Ordering party indicated in paragraph 1.3 of the contract shall be authorised to carry out the acceptance of the object of the contract on behalf of the Ordering party.
5. The following person/persons shall be obliged to participate in the acceptance activities on behalf of the Contractor: ……………………. .
6. The Ordering party reserves their right to refuse to sign the acceptance protocol in case when the object of the contract is incomplete, damaged or if it is not compliant with the technical parameters specified in SIWZ and the contract.

§ 8
1. The Contractor undertakes to perform the object of the contract without any faults and defects.
2. The parties agree that pursuant to Article 560.1 of the Civil Code (Kodeks cywilny), the immediate replacement of a faulty Apparatus with the one free of faults or the immediate rectification of faults shall mean the replacement or rectification of faults by the Contractor within 14 days from the date of notification (by phone, fax or e-mail). If for any reason (except for reasons for which the responsibility is borne by the Ordering party), the Contractor fails to rectify the fault (faults) of the Apparatus within the specified time limit, the Ordering party shall also have the right to employ a different Contractor and the Contractor shall be obliged to cover the costs of it within 14 days from the date of receiving the proof and the order for payment.
3. The Contractor shall grant a warranty for the Apparatus and shall provide warranty service in accordance with the following principles:
   3.1 ………….. warranty period for all elements under the contract, starting from the date of final delivery (i.e. after delivery, assembly, installation, start-up, testing of the apparatus;
   3.2 repair – at the place of use (on-site) or away from it, at the authorised service or at the manufacturer’s site (in such a case, all organisational actions and costs concerning shipment and repair away from the site of the Ordering party shall be borne each time by the Contractor);
3.3 reaction time of the service facility from the moment of notification (by phone, fax or e-mail) – up to 72 hours;

3.4 repair time – up to 14 working days from the date of notification and in case it is necessary to import the spare parts – up to 30 working days. In justified cases (for example, high complexity of repair), upon written request of the Contractor and with the consent of the Ordering party, the deadline of repair may be extended to 45 working days, starting from the date of notification. The warranty is automatically extended by the time of repair;

3.5 in case when a fault or defect is not rectified within the deadline set for repair (i.e. 14 or 30, or 45 working days under the circumstances specified above), the Contractor shall be obliged to provide the Ordering party with access to the apparatus with similar technical parameters;

3.6 The Contractor shall be obliged to provide telephone or e-mail technical assistance unlimited in time, based on immediate assistance of a serviceman in case of any problems caused by day-to-day use of the Apparatus, in form of an attempt of establishing diagnosis of causes of the occurred problem;

4. Under the warranty the Contractor shall be obliged to rectify the physical fault or defect of the Apparatus or deliver the Apparatus free of fault or defect.

5. The warranty shall be automatically extended by the time of repair, i.e. by the period between the day specified in section 3.4 and the day of handing the Apparatus over to the Ordering party after performed warranty repair.

6. The Contractor assures that the services of the warranty service shall be provided by the manufacturer or by an appropriate authorised service facility.

7. The Ordering party undertakes to comply with the conditions of exploitation specified in the content of the warranty cards provided by the Contractor.

§ 9

1. Under this contract and the remuneration of the Contractor resulting from it, the Ordering party shall acquire an irrevocable right unlimited in time:

1.1 to use (actions under Article 74.4.1 and 74.4.2 in connection with Article 75.1 and 75.2 of the act on copyright and related rights) all software necessary for appropriate functioning of the Apparatus;

1.2 to transfer that right and to give the software for use to third parties – together with the Apparatus or its relevant part.

These rights shall be acquired by the Ordering party at the moment of signing the Apparatus acceptance protocol. During the acceptance the Contractor shall also deliver to the Ordering party copies of the installation versions of the said software.

§ 10

1. Apart from cases specified in the Civil Code, the Parties shall have the right to withdraw from this contract in the following cases:

1.1 The Ordering party may withdraw from the contract, with regard to the non-performed part of the contract, within 7 days from the receipt of information on the occurrence of the below-mentioned circumstances, if:

1.1.1 bankruptcy of the Contractor is declared;

1.1.2 liquidation of the Contractor is undertaken;

1.1.3 the Contractor, without any justified reason, does not commence or abandons the performance of the object of the contract.
§ 11
1. The Contractor shall pay the Ordering party a contractual penalty in case of:
   1.1 delay of the Contractor in the performance of the object of the contract, in the amount of 0.1% of the gross remuneration referred to in paragraph 5.2 of the contract for each day of delay, starting from the day after the expiry date of the time limit specified in paragraph 3;
   1.2 delay of the Contractor in rectification of the fault (or defect) of the object of the contract, in the amount of 0.1% of the gross remuneration referred to in paragraph 5.2 of the contract for each day of delay, starting from the day after the expiry date of the time limit for rectification of faults (or defects);
   1.3 unjustified delay in training of the personnel of the Ordering party within the scope necessary for work, in the amount of 10% of the gross remuneration referred to in paragraph 5.2 of the contract.
3. In case of withdrawing from the contract due to reasons attributable to one of the Parties, the Party who caused withdrawal from the contract shall pay the other Party a contractual penalty in the amount of 10% of the gross remuneration referred to in paragraph 5.2 of the contract.
4. The Ordering party reserves their right to deduct any possible contractual penalties from the due invoice or other possible claims of the Contractor towards the Ordering party.
5. If the contractual penalty stipulated in this contract does not cover the damage incurred, the Party who suffered damage may claim additional indemnification.
6. The claim for payment of contractual penalties shall become mature on the day when the grounds for charging the contractual penalties occur.

§ 12
1. The Contracting party may introduce amendments in the provisions of this contract with regard to the content of the submitted tender in the following scope and with retaining the unchanged price:
   1.1 amendment to the deadline for the performance of the contract – due to reasons attributable to the Ordering party and concerning in particular the lack of preparation/handling over of the place of performance/delivery and other reasons not attributable to the Parties and resulting from the occurrence of events caused by force majeure;
   1.2 extension of the warranty time limit – pursuant to its extension by the manufacturer/Contractor;
   1.3 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 Contractor is withdrawn from the market by the manufacturer or is not manufactured anymore;
   1.4 change of subcontractor (if it has been provided for in the contract performance procedure) – due to random events or other events favourable for the Ordering party;

§ 13
1. The Contractor shall not be entitled to indemnification for withdrawal of the Ordering party from the contract due to reasons not attributable to the Ordering party.
2. In case of withdrawal, the Parties shall have the right to enforce contractual penalties.
Tender carried out in frames of 7th EU Framework Programme for research and technological developments activities for 2007-2013 (ICT – information and communication technologies). Project no 270028 Atomic Scale and Single Molecule Logic Gate Technologies, ATMOL

§ 14
1. Events of force majeure shall be understood by the Parties as external occurrences of extraordinary character which could not be foreseen nor prevented.
2. Any Party who, due to the event of force majeure, is not able to perform all their contractual obligations or part of them, shall immediately inform another Party about this. In such a case the Parties shall agree the method and principles of further performance of the contract or the contract shall be terminated.

§ 15
1. All declarations of the Parties to the contract shall be submitted in writing, by registered mail or by acknowledgement of submission, otherwise shall be null and void.
2. Any invalidity of one or several provisions of this contract shall not influence the validity of the whole contract. In such a case the Parties shall replace the invalid provision with a provision compliant with the purpose and other provisions of the contract.

§ 16
None of the Parties shall be authorised to transfer their rights and obligations under this contract without written consent of the other Party, otherwise this shall be null and void.

§ 17
2. Any amendments or supplements to this contract shall be made under written agreement of the Parties, otherwise shall be null and void.

§ 18
The competent court for all matters under performance of this contract shall be the court of local jurisdiction over the Ordering party’s registered office.

§ 19
This contract has been made in two (2) identical copies, one (1) for each Party.

The Ordering party: ...............................................................

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

The Contractor: ...............................................................

................................. on ...........................................2013.

I accept the draft of the contract
.................................

(stamp and signature of person authorised to submit declarations of intent on behalf of the Contractor)
17) Instruction concerning legal protection measures which the contractor shall be entitled to during the contract awarding procedure.

1. Entitled to legal protection measures shall be the contractors and participants of the tender contest, as well as other entities if they have or had legal interest in obtaining a particular contract and if they incurred or may incur damage as a result of violation of the provisions of the act by the ordering party.

2. Entitled to the legal protection measures concerning the procurement notice and specification of essential terms of contract shall also be organisations registered on the list kept by the President of the Public Procurement Office.

2.1 Appeal:

2.1.1 The appeal shall be possible only against actions of the ordering party undertaken in the contract awarding procedure which are not compliant with the provisions or the act or against abandonment of the actions to which the ordering party is obliged pursuant to the act.

2.1.2 If the value of the contract is lower than amounts specified in the regulations issued pursuant to Article 11.8 of the PZP Act, the appeal is possible only against the action of: 1) selection of the procedure of negotiations without notice, single source or request for quote procedure; 2) description of the assessment method concerning the fulfilment of conditions for participation in the procedure; 3) exclusion of the Appealing party from the contract awarding procedure; 4) rejection of the tender of the Appealing party.

2.1.3 The appeal shall indicate the action or abandonment of an action by the ordering party which is claimed to be inconsistent with provisions of the act; it shall contain a summary of objections, presentation of request and indication of factual and legal circumstances justifying submission of the appeal.

2.1.4 The appeal shall be lodged to the President of the National Chamber of Appeal [Prezes Krajowej Izby Odwoławczej] (ul. Postępu 17a, 02-676 Warszawa [Warsaw]) in written or electronic form bearing safe electronic signature verified by a valid qualified certificate. The appeal is subject to fee which shall be paid not later than on the expiry of the time limit for the submission of appeal and the payment receipt shall be attached to the appeal.

2.1.5 The copy of appeal shall be sent by the Appealing party to the ordering party before expiry of the time limit for submission of an appeal, in a way which would enable the ordering party to read its content before the expiry date of that time limit. It is assumed that the ordering party could read the content of appeal before expiry of the time limit for its submission, if the copy of appeal has been sent before expiry of the time limit for submission of the appeal in one of the manners specified in Article 27.2 of the act, i.e. via fax or e-mail.

2.1.6 The appeal shall be lodged within time limits specified by provisions of Article 182 of the PZP Act.

2.1.7 Not later than 2 days from the receipt of the appeal, the ordering party shall send its copy to other contractors participating in the contract award procedure, and if the appeal refers to the content of procurement notice or provisions of the specification of essential terms of contract, they shall also place it on the website containing the procurement notice or specification and request the contractors to join the appeal proceedings.
2.1.8 The contractor may inform about the joining the appeal proceedings within 3 days from the day of receiving copy of the appeal and shall indicate the party whom they join as well as interest in obtaining decision in favour of the party whom they join. Notice of joining the proceedings shall be submitted to the President of the National Chamber of Appeal in written or electronic form bearing safe electronic signature verified by a valid qualified certificate and its copy shall be sent to the ordering party and the contractor lodging the appeal.

2.1.9 The contractors who joined the appeal proceedings shall become parties in the appeal proceedings if they have interest in obtaining decision in favour of one of the parties.

2.1.10 The Appealing party and the contractor requested in accordance with the provision of 17) 2.1.7 of SIWZ shall have no further entitlement to the legal protection measures with regard to actions of the ordering party performed in accordance with the decision of the Chamber or court, or pursuant to Article 186.2 and 186.3 of the act.

2.1.11 Provisions of the act of 17th November 1964 – Code of Civil Procedure (Dz. U. Nr 43, poz. 296, z późn. zm. [Polish Journal of Laws No. 43, item 296, as amended]) of the court of arbitration shall be applied accordingly in the appeal proceedings, unless otherwise provided in the PZP Act.

2.2 Notice:

2.2.1 The contractor of participant of the tender contest may, within the time limit for lodging an appeal, notify the ordering party of an action undertaken by them and inconsistent with provisions of the act or abandonment of action to which they are obliged pursuant to the act, which is not subject to appeal under Article 180.2 of the PZP Act.

2.2.2 In case of accepting the validity of the provided information, the ordering party shall repeat the action or shall perform the omitted act and notify the contractors in a manner concerning this action provided for in the act.

2.2.3 Subject to Article 180.2 of the PZP Act, the action indicated in the point above shall not be subject to appeal.

2.3 Protest:

2.3.1 The ordering party or appealing party shall have the right to lodge a protest against joining the appeal proceedings by another contractor not later than on the date of opening of the proceedings. The Chamber shall consider the protest, if the party lodging the protest substantiates that the contractor does not have any legal interest in the obtaining of the decision in favour of the party whom they joined; otherwise the Chamber shall reject the protest. The decision concerning the consideration or rejection of the protest may be issued by the Chamber at a closed door hearing. No complaint can be lodged against this decision.

2.4 Complaint:

2.4.1 The parties and participants of the appeal proceedings shall be entitled to lodge a complaint to the court against decision of the Chamber. In the proceedings conducted as a result of lodging a complaint, the provisions of the act of 17th November 1964 – Code of Civil Procedure on appeal shall be applied accordingly, unless otherwise provided in the PZP Act.

2.4.2 The complaint shall be lodged through the President of the National Chamber of Appeal to the regional court having jurisdiction over the registered office or place of residence of the ordering party, within 7 days from the date of service of the
Chamber’s decision and the copy of complaint shall be also sent to the adverse party to the complaint. Submission of the complaint at a public operator post office shall be equal to lodging it. The complaint is subject to fee.

2.4.3 The complaint shall fulfil all requirements concerning a pleading and shall include the case name of the decision subject to complain, list of charges, their brief justification, indication of evidence as well as request for reversal of the decision or change of the entire decision or its part. The appeal or new requests cannot be submitted in the proceedings conducted as a result of lodging a complaint.

2.5 The ordering party informs that a detailed regulation of the legal protection measures is included in section VI of the act, i.e. Articles 179-198 of the PZP Act.

18) Description of the lots, if the ordering party accepts submission of partial tenders.
   1. The ordering party shall not accept submission of partial tenders.

19) The ordering party shall not provide for the conclusion of a framework contract.

20) Information on possible supplementary contracts specified under Article 67.1.6 and 67.1.7 or Article 134.6.3 of the PZP Act.
   1. The ordering party shall not provide for awarding supplementary contracts.

21) Description of variant tenders presentation method and minimum conditions for variant tenders if the ordering party provides for their submission.
   1. The ordering party shall not provide for submission of variant tenders.

22) E-mail or website of the ordering party due to the fact that communication via electronic means is acceptable.
   1. monika.poniewierska@uj.edu.pl, bzp@uj.edu.pl, www.uj.edu.pl

23) Information concerning foreign currencies in which settlements between the ordering party and the contractor may be made.
   1. Settlements between the contractor and the ordering party shall be made in PLN.

24) The ordering party shall not provide for an electronic auction.

25) The ordering party shall not provide for the reimbursement of costs of participation in the procedure.

26) The ordering party shall not intend to establish a dynamic purchase system.

27) The ordering party shall require the contractor to indicate in the tender which parts of the contract they intend to assign to subcontractors.

28) Amendments to the provisions of the contract
   1. The ordering party shall accept the possibility of making amendments to the provisions of the contract with regard to the submitted tender in the following scope and with retaining the unchanged price:
      1.1 amendment to the deadline for the performance of the contract – due to reasons attributable to the ordering party and concerning in particular the lack of preparation/handling over the place of performance/delivery and other reasons not attributable to the parties and resulting from the occurrence of events caused by force majeure;
      1.2 extension of the warranty time limit – pursuant to its extension by the manufacturer/contractor;
      1.3 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 contractor is withdrawn from the market by the manufacturer or is not manufactured anymore;
Tender carried out in frames of 7th EU Framework Programme for research and technological developments activities for 2007-2013 (ICT – information and communication technologies). Project no 270028 Atomic Scale and Single Molecule Logic Gate Technologies, ATMOL

1.4 change of subcontractor (if it has been provided for in the contract performance procedure) – due to random events or other events favourable for the ordering party;
Tender carried out in frames of 7th EU Framework Programme for research and technological developments activities for 2007-2013 (ICT – information and communication technologies). Project no 270028 Atomic Scale and Single Molecule Logic Gate Technologies, ATMOL

TENDER FORM

ORDERING PARTY – Uniwersytet Jagielloński (Jagiellonian University)
ul. Gołębia 24, 31 – 007 Kraków;

Unit responsible for the case – Biuro Zamówień Publicznych UJ
ul. Gołębia 6/2, 31-007 Kraków

Name (business name) of the Contractor – ......................................................................................................................,

Address of the registered office – .........................................................................................................................................,

Address for correspondence – ..........................................................................................................................................

tel. - .....................................................................; fax - ..............................................................................................;

e-mail: ........................................................................................................;

NIP (Tax Identification No.) - ......................; REGON (Polish National Business Registry No.) - .....................;

With regard to the announced open tender procedure for the selection of a contractor concerning the purchase and delivery of AFM Head with technical parameters described in Annex A of SIWZ, for the purposes of the research project implemented by Institute of Physics of the Jagiellonian University, called „Atomic Scale and Single Molecule Logic Gate Technologies” (ATMOL), under the 7th EU Framework Programme for research and technological developments activities for 2007-2013 (ICT – information and communication technologies) (contract no 270028), we hereby submit the following tender:

1) we offer the performance of the ENTIRE OBJECT OF THE CONTRACT for the standard net price: .................. / (in words: ................................................), ....../100, and with due VAT on goods and services at the rate of ......%, for the gross standard price: .................. / (in words: ................................................), ....../100);^2

Further pages of the tender include detailed price calculation of the offered object of the contract, in accordance with provisions of point 12) of SIWZ.

2) we declare that the object of the contract offered by us is consistent with the requirements and conditions specified in the act – Public Procurement Law and indicated by the Ordering party in the specification of essential terms of contract (in support of which we have attached

^2 In case of the Contractor who is not required to pay the VAT tax on goods and services on the territory of the Republic of Poland, the due tax shall be paid by the Ordering party.
detailed technical and/or functional descriptions (brochures/folders/manufacturer’s catalogues in the required language version – Polish or English);

3) we declare that the offered apparatus is brand new, complete (in particular that it contains all components, parts and materials necessary for the start-up and use), that its purchase and use according to its intended purpose does not violate law, including third party rights, and in particular that it is compliant with the CE standards with regard to safety;

4) we offer to perform the object of the contract within deadline specified in point 4) of SIWZ;

5) we declare that pursuant to Article 44 of the PZP Act we satisfy the conditions for participation in the contract award procedure indicated in the specification of essential terms of contract, we read its content and we recognise ourselves as bound by the conditions and rules of conduct specified in it;

6) we declare that we are familiar with the draft of the contract attached to SIWZ and all essential provisions of the contract included in it which are entirely accepted by us without any reservations;

7) we declare that we offer warranty services consistent with the conditions and requirements under provisions of the specification of essential terms of contract and its annexes, particularly regarding their period, scope, form of performance, and we recognise ourselves as bound by stipulated principles;

8) we offer the payment date consistent with provisions of the draft of the contract attached to SIWZ;

9) we offer training for 5 employees of the Life Strategies Evolution Team (Zespół Ewolucji Strategii Życiowych) within the scope necessary for independent operation of the ordered apparatus and consistent with the requirements of the Ordering party;

10) we declare that we don’t belong to the capital group/ we declare that we belong to the capital group .................. (delete as appropriate);

11) we declare that we are bound by this tender for the period indicated in the Specification of Essential Terms of Contract, i.e. 30 day from its opening;

12) the tender consists of .................. consecutively numbered pages,

13) this tender form contains the following annexes:

- annex no. 1 – declaration of the Contractor,
- annex no. 2 – calculation of the tender price,
- annex no. 3 – list of subcontractors (required only when they are to be employed for performing part of the object of the contract);
- annex no. 4 – technical specification of the offered apparatus, technical and/or functional descriptions (brochures/folders/manufacturer’s catalogues, etc.) in Polish or English version, a letter of entities belonging to the same capital group (if applicable), etc.

- ;
- other

Place ........................................ on ........................................ 2013.

.................................................................
(stamp and signature of person authorised to submit declarations of intent on behalf of the Contractor)
Tender carried out in frames of 7th EU Framework Programme for research and technological developments activities for 2007-2013 (ICT – information and communication technologies). Project no 270028 Atomic Scale and Single Molecule Logic Gate Technologies, ATMOL

Annex no. 1 to the tender form

(Company seal of the Contractor)

DECLARATION

Upon submission of the tender in the open tender procedure for the selection of a contractor concerning the purchase and delivery of AFM Head with technical parameters described in Annex A of SIWZ, for the purposes of the research project implemented by Institute of Physics of the Jagiellonian University, called „Atomic Scale and Single Molecule Logic Gate Technologies” (ATMOL), under the 7th EU Framework Programme for research and technological developments activities for 2007-2013 (ICT – information and communication technologies) (contract no 270028), we declare that we satisfy the following conditions:

1. we have the licences to perform specific activities or actions, if such licences are required by the law;
2. we have the knowledge and experience;
3. we dispose of the appropriate technical potential and the personnel capable of performing the contract;
4. economic and financial situation

Place ........................................ on ........................................ 2013.

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

5. and we declare that there are no grounds for excluding us due to the lack of fulfilment of conditions specified under Article 24.1 of the act of 29th January 2004 – Public Procurement Law (i.e. consolidated text: Dz. U. z 2010r., Nr 113, poz. 759 z późn. zm. [Polish Journal of Laws of 2010, No. 113, item 759, as amended])

Place ........................................ day ........................................ 2013.

........................................
(stamp and signature of person authorised to submit declarations of intent on behalf of the Contractor)
Tender carried out in frames of 7th EU Framework Programme for research and technological developments activities for 2007-2013 (ICT – information and communication technologies). Project no 270028 Atomic Scale and Single Molecule Logic Gate Technologies, ATMOL

Annex 2 to the tender offer

(Company seal of the Contractor)

This annex includes individual calculation of the tender price calculated in accordance with the provisions of point 12) of SIWZ.

Place ........................................ on ............................................ 2013.

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

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

Annex 3 to the tender offer

(Company seal of the Contractor)

This annex includes material scope of components of the contract (activities, services and/or deliveries which are to be performed by subcontractor (subcontractors), with optional (non-obligatory) provision of their names (business names), address and telephone number. This annex is obligatory only in case when the contractor provides for employment of subcontractors.

Place ........................................ on ............................................ 2013.

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

(stamp and signature of person authorised to submit declarations of intent on behalf of the Contractor)
Annex A to SIWZ (Specification of essential terms of contract)

AFM head with the minimum parameters specified below:
Object of the contract consistent with terminology of the Common Procurement Vocabulary (CPV):
38514200-3 Scanning probe microscopes

| Specyfikacja techniczna głowicy do mikroskopu AFM  
| Specification for AFM Head |
|---|---|
| • Scanning force microscope head appropriate for measurement of mechanical properties of substrates, molecules, cells, and tissues |
| • Optimized for use in liquid environment |
| • Must allow for scanning of samples in relatively large and heavy containers (e.g. Petri dishes with 100mm diameter) as well as small samples with magnetic holding |
| • Should provide at least contact, non-contact, intermittent contact mode, and force curve based imaging mode |
| • Mountable on inverted research grade optical microscope stand |
| • Appropriate microscope stage for use with a inverted research grade optical microscope included |
| • Simultaneous high-resolution optical light microscopy for reflected and transmitted light possible (DIC, phase contrast) |
| • Tip-scanning design of the AFM is required to leave the sample fixed with respect to the optical axis |
| • Possibility to calibrate overlay of optical and AFM image |
| • Scan area at least 100 μm x 100 μm |
| • Controller electronics, computer, monitor and control software included |
| • Closed loop positioning with <0.3nm position noise and <0.03% linearity error |
| • Vertical scan range at least 15 μm |
| • Głowica mikroskopu sił atomowych dostosowana do pomiarów własności mechanicznych podłoży, molekuł, komórek i tkanek |
| • Zoptymalizowana do używania w cieczy |
| • Możliwość skanowania próbek w relatywnie dużych i ciężkich pojemnikach, (np. szalki Petriego o średnicy 100 mm), a także próbek małych z przyczepem magnetycznym |
| • Możliwość pracy w modzie kontaktowej, bezkontaktowej, przerywanego kontaktu i obrazowania krzywymi siłowymi |
| • Możliwość ustawienia na optycznym mikroskopie odwróconym |
| • Moduł bazowy pozwalający na integrację z mikroskopem optycznym w geometrii odwróconej |
| • Równoczesna wysokorozdzielcza mikroskopia optyczna dla światła odbitego i przechodzącego (DIC, kontrast fazowy) |
| • Wymagana jest konstrukcja skanująca tipem (próbka pozostaje nieruchomo względem osi optycznej) |
| • Możliwość kalibracji nałożenia obrazu optycznego i AFM |
| • Obszar skanowania – min. 100 μm x 100 μm |
| • Elektronika sterująca, komputer, monitor i oprogramowanie sterujące dołączone do zestawu |
| • Pozycjonowanie z zamkniętą pętlą sprzężenia zwrotnego z szumami < 0.3 nm i niepewnością nieliniowości < 0.03% |
- Z-noise level <0.055nm RMS
- Possibility to upgrade vertical scan range up to 100μm for cell-cell interaction measurements
- Built-in cantilever calibration
- Cantilever holder to be possible to be cleaned and disinfected (e.g. by solvents, sonication, autoclaving) to avoid cross contamination between experiments
- Motorized tip-sample approach with automatic tilt correction
- Access to all internal electronic signals (analog and TTL) must be possible
- Bandwidth of deflection-detection up to 8 MHz

<table>
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<td>Szkolenie personelu Zamawiającego – w niezbędnym do pracy zakresie</td>
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