SPECIFICATION OF ESSENTIAL TERMS & CONDITIONS OF THE CONTRACT

(hereinafter referred to in Polish as ‘SIWZ’)

1) Full name (company name) and address of the Purchaser
1. Jagiellonian University Cracow, 24 Gołębia Street, 31-007 Kraków
2. Unit assigned to deal with the tender procedure:
   2.1. Public Procurement Office of the Jagiellonian University, 25 Straszewskiego Street, Suite 9, 31-113 Kraków;
   Tel. +4812-432-44-50; Facsimile: +4812-432-44-51; Email: bzp@adm.uj.edu.pl; www.uj.edu.pl

2) Contract Award Procedure
1. The tender procedure shall be carried out as an open tender procedure pursuant to the regulations under Law dated 29 January 2004 “Public Procurement Law”, hereinafter referred to as “PPL/PZP” (Polish Journal of Laws of 2006, No. 164, Item 1163, with subsequent amendments).
2. An adequately appointed Tender Board shall carry out the entire contract award procedure.
3. Provisions as stipulated in the above named Public Procurement Law (PPL) and in the related executive regulations, enacted on the basis of the PPL/PZP as mentioned above, shall apply to actions taken 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 the said Law and its provisions, the provisions under Law of 23 April 1964, Civil Code (Polish Journal of Laws No. 16, Clause. 93, with subsequent amendments) shall apply.

3) Description of the Object of Contract
1. The Object of Contract to be awarded to a Contractor to be selected through the open tender is the purchase & delivery of a fibre laser for pumping HE-3, as well as assembly & start up of this laser incl. the necessary warranty service, all this for the Faculty of Physics, Astronomy and Applied Computer Science, Jagiellonian University Cracow.
2. The description of the Object of Contract shall be consistent with the terminology comprised by the Common Procurement Vocabulary (referred to as ‘CPV’) – 33436100-6: Lasers; 33260000-0: Monitoring and Measuring Apparatus.
3. Detailed description of the Object of Contract and requirements on how it shall be accomplished:

1083nm, CW ytterbium fiber laser for pumping Helium-3 (saturated output power 10W, wavelength tuning range 1082.85nm-1083.2nm, wavelength stability <10pm over 8hrs,
minimum tuning range 80GHz, maximum line width 2GHz, maximum output power instabilities 1% in APC mode, output power tunability 30-100%, polarization control, output fiber HI1060 or equivalent, output termination –fiber collimator model F240APC-C made by THORLABS, supply voltage 230V 50Hz, cooling with air fans, computer interface RS232, fast wavelength modulation by piezo tuning via BNC connector, interlock); 

Example: model KPS-BT2-YFL-1083-HE-100-COL made by KEOPSYS (www.keopsys.com)

Lead Time of the Contract: nine (9) weeks
Warranty Period: twelve (12) months

The Purchaser allows for submitting equivalent Bids, which have to comply at least with the requirements and technical specifications as described above, however, the prospective Contractor is obliged to provide evidence of its Bid being equivalent by attaching relevant descriptions, technical specifications, etc.

4. The SIWZ original, signed by the 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 SIWZ original is available in paper form at the Purchaser’s, and an electronic copy of the SIWZ original can be passed on to the bidders free of charge either through Internet or on CD. It is also possible that, upon the request of contractors, the Purchaser makes a paper copy of the SIWZ original and sends it over to them; in this case, the cost of making a paper copy and of shipping it is: (gross) PLN 0.00.

4) Lead Time of the Contract
1. The Contract has to be carried out not later than within nine (9) weeks starting on the day of awarding the Contract, i.e. on the day when the Contract is duly signed by the respective parties.

5) Description of the conditions (both subjective and objective) for bidders allowing them to participate in the tender procedure; Description of the method applied to evaluate bidders from the point of view of their fulfilling the conditions as set out in this Document
1. In order to participate in the tender procedure, the Contractor shall meet all the conditions as set out in the ‘SIWZ’ document and in Art. 22, ‘PPL/PZP’ Law; furthermore, the Contractor should not be subject to the exclusion from the contract award procedure in the sense of Art. 24 of the ‘PPL/PZP’ Law.
2. The Object of Contract to be offered by the Contractor shall comply with the requirements of the Purchaser as determined in the ‘SIWZ’ document; furthermore, the Contractor is obliged to furnish necessary technical and performance specifications/descriptions, etc. of any unit covered by the Contractor’s Bid submitted.
3. The Contractor shall give at least a twelve (12) month warranty period for the equipment to be supplied; the warranty period guaranteed shall start on the day of taking over and accepting the whole of the Object of Contract. The warranty service shall also comprise the ongoing maintenance resulting from the Warranty Terms & Conditions, as well as repairs, which may appear necessary during the warranty period.
4. The Contractor is obliged to ensure that the Contract be carried out during a period as set out in Clause 4) of the ‘SIWZ’ document.
5. The Contractor shall give a lump sum Bid Price for the Object of Contract; the Contractor shall individually calculate this lump sum Bid Price, and, while calculating it, it should take into account all the requirements and provisions as set out in the ‘SIWZ’ document; additionally, the Contractor shall draw on its own experience. The Bid Price to be calculated will be a lump sum for the whole of the Object of Contract.

6. The Contractor shall either complete and sign the Bid Form and all the appropriate Annexes or submit a Bid corresponding with and reflecting their contents; the Contractor shall also sign the Contract Template constituting an integral part of the ‘SIWZ’ document.

7. The Contractor shall furnish (as part of its Bid) documents, statements, letters of declarations, and annexes as required by the provisions under this ‘SIWZ’ document.

A. A method 0 – 1 will be applied to evaluate whether or not the Bids submitted fulfil the necessary conditions, i.e. ‘it fulfils’ or ‘it does not fulfil’; and the evaluation will be performed on the basis of the documents and statements attached to each individual Bid submitted.

B. The Contractors who do not fulfil the conditions as indicated above will be excluded by the Purchaser from this Tender Procedure.

6) Information on Statements/Letters of Declarations, and Documents forming the entire Bid, which are to be furnished by the Contractors for the purpose of confirming their fulfilling the conditions to participate in the tender procedure

1. A document valid on the day of submitting the Bid, which is either an Excerpt from the relevant Register or a Certificate of Entry in the Records of Economic Activity provided separate provisions require an Entry in the Register or in the Records of Economic Activities. Such a document shall be issued not earlier than six (6) months prior to the deadline for submitting the Bids. In the case, there are several jointly acting entities, which submit one joint Bid this particular provision applies to each entity individually.

2. If the Bid is signed by a plenipotentiary, an original Letter of Power of Attorney (or Letters of Power of Attorney) or a notarially authenticated copy thereof, or a copy confirmed as to its authenticity by persons empowering those plenipotentiaries to sign on their behalf. This provision also applies to cases when the Bid is submitted by several entities acting jointly, i.e.:  

2.1 contractors organized as a Civil/Private Partnership provided that in the documents attached to the Bid, for example in the Articles of Partnership (or their copy duly authenticated and confirming its conformity to the original), no special mode of representing a company for the purpose of signing Bids is expressly agreed, or another form of representing the company is assumed;

2.2 contractors appearing jointly, i.e. members of a consortium;

3. A Bid Price based on the Contractors’ individual calculation who, while calculating it, shall take into account all the requirements and provisions as set out in this ‘SIWZ’ document and its own experience.

4. Technical specifications, performance descriptions, etc. referring to the Product indicated in the Bid.

5. The completed and duly signed Bid Form; plus Annexes from 1 to 3 thereto; incl. Letters of Statement and Lists/Registers to, which document state that a given Contractor-Bidder fullfilled all the conditions necessary to participate in the tender procedure asnd pointed out in Clause 5) under this ‘SIWZ’ document, but not specified in Clause 6)
thereof (all of those documents shall be properly filled in and completed or drawn up in
compliance with their content).

6. Should the Contractor be seated or permanently live abroad, then, instead of the
documents referred to in Clause 6) 1. under this ‘SIWZ’ document, the Contractor should
submit a document or documents issued in the country of its seat or permanent residence
to provide evidence that:

6.1 No liquidation proceedings has been initiated against its company nor its bankruptcy
has been declared (all those documents shall be issued not earlier than six (6) months prior
to the deadline for submitting the Bids);

In the case, the Bid is submitted by more than a few jointly acting entities, this provision
applies to each of them individually.

7. In the case, the document/documents as pointed out above is/are not issued in the state/
country where the Contractor is from, is seated in, or where it permanently resides, then, it
is allowed to replace them by a pertinent document. Such a pertinent document shall
include a norarized statement, or a statement made in a competent court or a competent
administration division, or before competent local trade or economic authorities in the
country the Contractor is from, is seated in, or where it permanently resides.

8. All the documents as specified in Clause 6)6. & 7. under this ‘SIWZ’ document shall be
submitted as originals, duplicates, excerpts, extracts; they shall be translated into Polish or
English and certified by the submitting contractor for their conformity to the original.

9. Always, when the Contractor submits a copy of any document, as specified in the
‘SIWZ’ document, instead of the original document, such a copy shall be certified by this
Contractor as to its conformity to the original. The Purchaser may request the Contractor
to submit the originals of the documents or norarially authenticated copies thereof (for
example if the photocopies submitted are illegible or raise doubts as to their authenticity).

7) Information on how The Contractors shall communicate with the Supplier,
submit Letters of Statement and Bidding documents; Contact Persons authorized to
contact The Contractors

1. It is allowed to communicate by exchanging registered/certified letters, facsimiles or
emails (electronically) provided, however, that all those forms are then acknowledged in
writing; for example by sending a registered letter acknowledging the receipt of a letter.
This provision does not apply to the Bid and the accompanying documents and Letters of
Statement/Declaration, which, all of them, shall be submitted in the form of written
originals by the date of expiration as pointed out in Clause 11) under this ‘SIWZ’
document.

2. Contact person and his address: Mr. Wojciech Kochan, 25 Straszewskiego Street,
Suite 9, 31-113 Kraków; Tel.: +4812-432-44-50; facsimile: +4812-432-44-51; Email:
bzp@adm.uj.edu.pl WWW.uj.edu.pl

3. In the case the Purchaser and/or the Contractor deliver/transfer any documents or
information by a facsimile or by emails, then, each Party – if requested so by the other
Party - shall promptly acknowledge the receipt of such a document by sending a written
acknowledgement to the other Party, for example in the form of a registered letter.

4. The following person is a contact person duly authorized to contact the Contractors:

4.1. with regard to all formal requirements and substantial issues: Mr. Wojciech Kochan,
his mobile: 0-601-430-990; his Tel. +4812-432-44-50; his facsimile: +4812-432-44-51;
his email: bzp@adm.uj.edu.pl, WWW.uj.edu.pl
5. The Contractor may ask the Purchaser in writing to clarify the content of the ‘SIWZ’ document.

6. The Purchaser is obliged to promptly respond and clarify the text/provisions except for the situation when the request for clarification of the content of ‘SIWZ’ document was received by the Purchaser six (6) days or LESS prior to the deadline for submitting the Bids.

7. At the same time, written copies of the Purchaser’s response (including the clarification) shall be sent to all prospective Bidders who have received the ‘SIWZ’ document, however, without disclosing the source of the inquiry.

8. The Purchaser is entitled to call a meeting of all the contractors participating in the tender procedure with the purpose of clarifying doubts connected with the content of the ‘SIWZ’ document. In such a case, the Purchaser has to draw up a note comprising all the inquiries and queries about the specifications raised during the meeting and the relevant answers, without disclosing the sources thereof. A note prepared during the meeting has to be promptly delivered to the contractors who have already received the ‘SIWZ’ document.

9. In the justified cases, the Purchaser may modify the content of the ‘SIWZ’ document anytime prior to the deadline for submitting the Bids. This modification entered shall be promptly distributed among the contractors who have already received the ‘SIWZ’ document.

10. The modified content of the ‘SIWZ’ document shall not apply to the evaluation criteria of the Bids, to the conditions of participating in the tender procedure, nor to the manner of fulfilling those conditions by the Bidders.

11. The Purchaser is entitled to prolong the deadline for submitting the Bids in order to give the contractors more time necessary to incorporate into their Bids all the binding amendments resulting from the modification of the ‘SIWZ’ document content.

12. The Purchaser is obliged to promptly notify all the contractors who have already received the ‘SIWZ’ document about the prolongation of the deadline for submitting their bids.

8) Requirements referring to Bid Bonds/Sureties

1. The Purchaser does not allow for any bid bonds/sureties.

9) Period of Validity of Bids submitted

1. Bids shall remain valid for thirty (30) days after the date of Bid opening as provided for by the Purchaser pursuant to Clause 9) 13 below.

2. In exceptional, justified circumstances, the Purchaser may, only once and not later than seven (7) days prior to the end of the fixed period of validity of the Bids submitted, solicit the Bidder’s consent to the prolongation of the period of validity by a definite period as suggested by the Purchaser which, however, shall not exceed sixty (60) days.

3. The validity period of the Bids starts on the day fixed for opening the Bids.

10) Preparation of Bids – Description of how to prepare the Bids

1. Each Contractor is entitled to submit only one Bid that has to include the whole of the entire Object of the Contract.

2. The Bid to be submitted by a contractor/bidder shall comprise the lump sum Price of the whole of the entire Object of Contract as calculated by the Bidder.

3. The Purchaser allows for submitting one Bid by two or more entities, provided, however, that such a joint Bid complies with the following requirements:

3.1 Contractors who jointly act and jointly appear shall appoint one entity (one contractor) from among them to be their representative, and they shall authorize it to represent them
all during the tender proceedings by force of an applicable notarized Power of Attorney signed by the duly authorized representatives of all other contractors. It is also possible that the said authorization to represent is implied in the appropriate agreement attached to the Bid.

4. The Bid and its annexes, constituting its integral part, shall be drawn up by the Contractor pursuant to the provisions as pointed out in the ‘SIWZ’ document.

5. The Bid shall be drawn up exactly as it appears in the Bid Form and in the Annexes to the Bid Form, and all of them are covered by this ‘SIWZ’ document.

6. The Contractor shall attach a set of documents and statements to its Bid, as shall it attach all other indispensable information as required by the provisions under this ‘SIWZ’ document.

7. The Bid has to be drawn up in the Polish or English language, using a computer or a typewriter; The Purchaser also allows for the Bid to be handwritten provided the handwriting is legible.

8. It is advised that a person or persons, duly authorized by the Contractor to make declarations of will for and on its behalf, signs or sign all the sheets of the Bid and its Annexes. It is also required that a corporate stamp of the company and the personal stamp of a person preparing the Bid documents are affixed, in any case, on the Bid Form completed, on the Annexes (Statements) thereto, and on the copies of the authenticated/notarized documents attached to the Bid. The following persons are deemed to be legally authorized to make declarations of will for and on behalf of the Contractors:

8.1. Persons as entered in the commercial registers, registers of cooperatives or registers of state-owned enterprises, foundations, societies/associations, organizations, which are run and archived by courts;

8.2. Persons as named in the certificates of entry in the records of business activity;

8.3. Persons duly appointed by force of a Power of Attorney granted by the persons as referred to in the above Sub-clauses 8.1 & 8.2; should the Bid be signed by a representative of the Contractor, a due Power of Attorney shall be attached to the Bid;

8.4 In the case, the Contractor is a civil law partnership or the Bid is submitted by a Consortium, and its Bid has not been signed by all the partners or members of the Consortium, the Contractor is obliged to submit an appropriate Power of Attorney granted to it by all other partners or members of the Consortium. In the case of a consortium, appropriate agreements shall be submitted, too.

8.5 In the case of Contractors seated abroad, those persons are deemed to be legally authorized to make declarations of will for and on behalf of the Contractors, who appear in the documents of the issuing state (country), where a particular contractor is seated or has its permanent residency.

9. It is recommended that all sheets of the Bid and the Annexes thereto are explicitly numbered and bound together so as to prevent single sheets from slipping out. Further, it is recommended that the Contractor draws up a Table of Bid Contents and attaches it to the Bid.

10. Any and all corrections or amendments to the text of the Bid must be initialled by a person (persons) signing the Bid and they must be provided with dates when they were executed.

11. The Contractor/Bidder shall bear all costs connected with the preparation and submission of the Bid.
11) Submission and Opening of Bids: Deadline Date and Place

1. The Bids shall be submitted to the Public Procurement Office of the Jagiellonian University Cracow, at the address: 25 Straszewskiego Street, Suite 9, the 4th floor, 31-113 Kraków, not later than 11:00 a.m. (Warsaw time), 16.07.2007.

2. Any Bid received by the Purchaser after the deadline for submitting the Bids as prescribed by the Purchaser, pursuant to Clause 11), will be rejected and returned unopened to the Bidder as soon as the deadline for lodging protests expires.

3. The Contractor shall place the Bid in a sealed envelope addressed to the Purchaser at the address as specified in Clause 11) 1. above. The envelope shall bear the following description: „BID FOR THE PURCHASE AND DELIVERY OF A FIBRE LASER FOR PUMPING HELIUM-3, FOR THE FACULTY OF PHYSICS, ASTRONOMY AND APPLIED COMPUTER SCIENCE, JAGIELLONIAN UNIVERSITY CRACOW” and the words: “DO NOT OPEN BEFORE 11:05 a.m., 16.07.2007.” On the envelope, the address stamp of the Contractor shall be affixed.

4. The Contractor/Bidder may modify or withdraw its Bid after the Bid’s submission provided that a written note of the modification or withdrawal is received by the Purchaser prior to the deadline as provided for the submission of the Bids.

5. No Bid may be modified and/or withdrawn after the expiration of the deadline for the submission of the Bids.

6. The Purchaser will publicly open the Bids at 11:05 a.m. on 16.07.2007, in the Public Procurement Office of the Jagiellonian University Cracow, located at the address: 25 Straszewskiego Street, Suite 9, the 4th floor, 31-113 Kraków.

7. Right away before the opening of Bids, the Purchaser will make known the amount planned to finance the entire Contract.

8. During the opening of the Bids, the Purchaser will communicate the names (company names) and addresses of contractors, as well as all the information contained in the individual Bids and referring to the Bid Prices, deadlines for the completion of the Contract, Warranty Periods, and Terms of Payment.

9. The information, referred to in Clause 11) 7. & 8. shall be promptly made known to these Contractors, upon their request, who were absent during the opening of the Bids.

10. Whilst examining and evaluating the Bids, the Purchaser may require the contractors to provide clarifications of and additional explanatory notes to the contents of their Bids submitted.

11. The Purchaser will correct the text of the Bid in terms of any obvious misprints and computational errors made while calculating the Bid Prices, pursuant to the provisions under Art. 88 in ‘PPL/PZL’; the Purchaser is to promptly notify all the contractors who submitted their Bids about the rectification means introduced.

12. The Purchaser shall exclude any Contractor in the situation any circumstances as provided under Art. 24, Para. 1 & 2, in ‘PPL/PZL’ occur.

13. The Purchaser shall reject any Bid in the situation any circumstances as provided under Art. 89, Para. 1 to 8, in ‘PPL/PZL’ occur.

14. The Purchaser is entitled to cancel a contract award procedure in the situation any circumstances as provided under Art. 93, Para. 1 to 7, in ‘PPL/PZL’ occur.

15. The Purchaser shall simultaneously notify all the contractors concerned about the exclusion of a particular Contractor, about the rejection of particular Bids; about the cancellation of the contract award procedure; or about the selection of the most
advantageous Bid. The Purchaser is obliged to specify all the factual and legal grounds of its decision referring to any of the cases as specified above.

12) Calculation of the Bid Price – Description of the Calculation Method

1. The Bid Price shall be expressed in the Euro (€) currency and calculated on the basis of individual calculation of each individual Contractor/Bidder with respect to the whole of the Contract. The Bid Price should be given with an appropriate breakdown showing all unit prices of individual devices, and shall cover all the costs which appear indispensable for the Object of Contract to be successfully delivered by the Contractor/Bidder, including taxes, discounts, reductions, etc. according to what the Contractor plans to grant.

2. The total Bid Price calculated on the basis of the Contractor’s/Bidder’s individual calculation results shall be the same as the Bid Price entered by the Contractor/Bidder in the Bid Form.

3. While calculating and showing the Bid Price, the following factors should be included and expressly indicated: net unit and total value (values); appropriate VAT rate (rates) and the resulting VAT amounts; gross unit and total value (values) in respect to the quantity of the devices covered by the Object of the Contract.

4. The Purchaser does not provide for the Bid Price to be valorized, and the Bid Price calculated will be regarded as the Price for the whole of the Object of the Contract.

5. The Purchaser does not provide for any down payments or advance payments on account of accomplishing the Object of the Contract; the payment will be performed pursuant to the provisions under the Contract and the Contractor’s/Bidder’s Bid within thirty (30) days as per date of delivering the due invoice.

13) Criteria of Evaluating the Bids to be applied by the Purchaser whilst selecting the most advantageous Bid. Importance-related Positioning of the Evaluation Criteria, Method of Evaluation of the Bids

1. On the basis of the evaluation criteria as specified under the ‘SIWZ’ document, the Purchaser will select the most advantageous Bid from among all the valid and eligible Bids submitted (i.e. from among the Bids submitted by the not excluded Contractors/Bidders and from among the not rejected Bids);

2. Evaluation Criteria of the Bids and their importance-related positioning:

2.1. The gross lump sum Bid Price for the whole of the Object of the Contract: 100%.

3. The following formula shall be applied when calculating the final score of each Bidder with regard to the criterion “the gross lump sum Bid Price for the whole of the Object of the Contract”:

\[ C = \left( \frac{C_{naj}}{C_0} \right) \times 10 \]

where:

- \( C \) – score awarded to a given Bid;
- \( C_{naj} \) – the lowest Bid Price among all valid Bids;
- \( C_0 \) – a price as given by a Bidder whose score is being calculated;

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

4. Upon the evaluation completed, the points as awarded by the members of Tender Board will be summed up and multiplied by a given criterion weight.

4.1 Next, the scores obtained under a single criterion will be summed up; the sum received will constitute a final evaluation score of a given Bid.

4.2 The accuracy of all the calculations will be two (2) decimal places.
4.3 The most advantageous Bid will be regarded a Bid with the highest score awarded (i.e. the sum of all the points granted to this Bid is the highest). Should two or more Bids be granted the same (equal) score (equal sums of all points), a Bid with a lower (2 Bids) or the lowest (more than Bids) Bid Price will be deemed the most advantageous Bid.

14) Information on what formalities are to be complied with upon the selection of the Bid in order to conclude the Public Procurement Contract

1. A period during which the Purchaser is obliged to conclude a public procurement contract with the winning Contractor/Bidder shall not be shorter than seven (7) days starting on the day when the most advantageous Bid was selected. However, this Contract shall be concluded not later than the mandatory validity period of the Bid expires.

2. In the case, the winning Contractor shirks its duty to conclude a Public Procurement Contract, the Purchaser shall select the most advantageous Bid from among other Bids without re-evaluating their Bids, unless any of the circumstances as pointed in Art. 93, Para. 1, Clause 1 to 7, ‘PPL’/PZP”’ occurs.

15) Requirements on the Due Performance Security

1. The Purchaser does not provide for the need to furnish any security on due performance of the Contract.
16) Contract template

CONTRACT (TEMPLATE)

This Contract is concluded in Cracow, on ......................................... 2007, by and between:
Jagiellonian University with its registered seat in Cracow, 24 Gołębia Street, hereinafter referred to as THE PURCHASER, represented by:
1. as the first Party to this Contract, and

……………………………
hereinafter referred to as THE CONTRACTOR, represented by:
1. as the second Party to this Contract.

The present Contract was concluded as the result of the open tender procedure conducted by the Purchaser pursuant to the Act of 29 January 2004 / Public Procurement Law (Polish Journal of Laws of 2006, No. 164, Item 1163, with subsequent amendments).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

§ 1

1. The Contractor hereby covenants with the Purchaser to provide an Object of the Contract, i.e. a fibre laser for pumping Helium-3, to the Faculty of Physics, Astronomy, and Applied Computer Science, at the Jagiellonian University in Cracow; the address of the Faculty: 4 Reymonta Street, Cracow. Furthermore, the Contractor covenants with the Purchaser to provide all the services necessary to initiate the operation of the entire equipment (assembly and putting into operation) and the warranty service.
2. The Purchaser orders and the Contractor undertakes to perform all indispensable actions and activities to accomplish the Object of the Contract as specified in Clause 1 above.
3. The Contractor covenants to accomplish the Object of the Contract with due diligence and care, using high quality materials. It further covenants to perform a high quality work and to keep all the terms and dates as agreed with the Purchaser.
4. The following documents shall be deemed to form and be read and constructed as part of this Contract, viz.:
a) all the documents appertaining to the tender procedure, in particular the ‘SIWZL’ document, including all Annexes and the Contractor’s Bid.
5. The Contract shall be accomplished not later than within four (4) months from the day on which the Contract was awarded to the Contractor, i.e. on the day of signing this Contract.
6. The fact that the Contractor subcontracts the performance of some parts of the entire Object of the Contract does not impact the Contractor’s obligations and responsibility towards the Purchaser for the performance of those particular parts of the entire Object of the Contract. The Contractor assumes full responsibility for any and all possible actions, negligence and lack of care on the part of the Contractor’s subcontractors and their staff as if there were actions, negligence and lack of care on the part of the Contractor’s own staff.
§ 2
1. The Contractor states to have sufficient knowledge and experience, and to have an appropriate base and facilities to accomplish the Object of the Contract.

§ 3
1. The Contractor is entitled to receive a fixed remuneration for accomplishing the Object of the Contract, and this remuneration amount was fixed on the basis of the Contractor’s Bid.
2. The fixed amount of remuneration for the whole of the Object of the Contract is agreed to be: net ………………… EURO (wording:………………. 00/100) plus …% VAT, thus the gross remuneration amount is: ……………. EURO (wording:………………. 00/100)
3. The Purchaser is a VAT payer and its National Taxpayer Identification Number (NIP) is: PL 675-000-22-36.
4. The Contractor is a VAT payer and its National Taxpayer Identification Number (NIP) is: ………………).
5. The remuneration amount as pointed out in Clause 2 is a lump sum, thus, it covers any and all costs and expenditures/expenses relating to selling, supplying, assembling, initializing the operation, giving warranty and warranty servicing, insuring, import fees, and all possible taxes and charges in the country where the Contractor is seated and/or resides permanently. The parties shall set the date of commencement of execution of the object of the contract on the day of signing the contract and the date of its completion on ………………………..

§ 4
1. The Contractor will receive its agreed remuneration as set out in § 3 upon the completion of the whole of the Object of the Contract and provided that the Object of the Contract has been taken over and approved by means of an Acceptance Protocol; additionally, the Contractor must submit a due invoice to receive the payment.
2. The deadline for paying the invoice for the accomplished, taken over and approved Object of the Contract is agreed to be thirty (30) days from the date of taking over and accepting the Object and from the date of submitting the invoice to the Purchaser.
3. The remuneration, the Contractor is entitled to, shall be paid by a bank transfer from the bank account of the Purchaser in the ‘BPH’ S.A. IV O/Kraków Bank onto the Contractor’s account in: .......................................................
4. The Purchaser’s Bank shall be deemed to be the place of payment.

§ 5
1. The Contractor covenants to perform the Object of the Contract without faults/defects.
2. If any faults/defects are found in the Object of the Contract, the Contractor covenants to remedy the faults/defects free of charge, or to replace faulty elements, also free of charge, and everything shall be carried out within seven (7) days from the date of notifying the Contractor about the defects/faults.
3. The Contractor grants a ………………….(…) month warranty covering the whole of the Object of the Contract supplied. The warranty period commences on the day of receiving and accepting the whole of the Object of the Contract.
4. In the case, the Contractor, having been notified, fails to remedy the fault/defect within an agreed period, the Purchaser may order another contractor to take such remedial actions as may be necessary. Then, the Contractor is obliged to pay all the costs involved
in this action within fourteen (14) days from the day on which the Contractors receives the receipt of payment.
5. The Contractor is obliged to submit to the Purchaser the warranty documents and operating and instruction manuals of the Object on the day when the final takeover procedure takes place.
6. The Purchaser undertakes to meet all the operational conditions and requirements as specified in the respective warranty books and manuals supplied by the Contractor.

§ 6
The Parties to this Contract reserve the right for each other to demand and pursue conventional penalties and lay respective claims owing to not complying with this Contract or to inadequate fulfilment of the obligations under this Contract.

§ 7
1. The Contractor will pay the following conventional penalties to the Purchaser if:
a/ the Contractor withdraws from the Contract owing to circumstances beyond the control of or not to be attributed to the Purchaser: the penalty shall amount to 20% of the value of the part of Object of the Contract that has not been performed,
b/ the Contractor is in delay with the execution of the whole Object of the Contract or its part: the penalty shall amount to 0.5% of the total Contract value for each day of delay,
c/ the Contractor is in delay with remedying faults/defects of the entire Object of the Contract or of its part: the penalty shall amount to 0.5% of the total Contract value for each day of delay starting on the next day after the day when the deadline agreed for accomplishing the remedy action/eliminating faults/defects expired.

§ 8
1. For the purpose of this Contract, ‘Force Majeure’ means an external event of an extraordinary character that could not be foreseen nor prevented.
2. If either Part to this Contract is not able to perform its all or partial duties and obligations resulting from this Contract because of Force Majeure, then this Party shall promptly notify the other Party about this fact. In such a situation the Parties shall agree on the manner and conditions of continuing the realization of this Contract or this Contract may be terminated.

§ 9
1. Any notice, statement, declaration, report etc. required or permitted by this Contract and given by one Party to the other pursuant to this Contract shall be in writing under pain of nullity, and duly sent if mailed by certified or registered mail except for notices, reports that must be entered in the Building Diary.
2. Probable invalidity of one or more provisions contained in this Contract does not impact the validity of the entire Contract. In this case, the Parties to this Contract shall replace an invalid provision by a provision fully corresponding with the key objective of this Contract and with its other provisions.

§ 10
1. Neither this Contract nor other rights and obligations hereunder may be assigned or otherwise transferred by one Party without the prior written consent of the other Party.
2. The Contractor is obliged to obtain a written consent from the Purchaser for the purpose of assigning or otherwise transferring its rights and obligations hereunder; this provision refers also to the case when the Contractor wishes to change its legal form (organization).
§ 11
1. All other issues not stipulated hereunder are governed by the regulations under the Public Procurement Law and by the regulations under the Law of 23 April 1964, Civil Code (Polish Journal of Laws, No. 16/64, Item 93 with subsequent amendments).
2. Any amendments or additions to this Contract shall be drawn up as a written Annex to this Contract and such an Annex shall be approved by the two Parties to become valid and in force.

§ 12
All disputes resulting from and in connection with the execution of this Contract shall be subject exclusively to the Court of Cracow, Poland.

§ 13
1. This Contract has been drawn up in two (2) identical counterparts, one (1) for each Party.
2. This Contract has been drawn up in the Polish and English language, and in the case of discrepancies or doubts, the Polish version shall prevail.

The Purchaser
............................................

The Contractor
............................................

Place ............................................. on this day ............................................. 2007

Hereby, I am approving the Contract Template
.................................................................

(Stamp and signature of a person authorised to make declarations of will on behalf and in the name of the Contractor)
17) **Direction to the Contractor on what legal instruments it is entitled under the Legal Protection Scheme during the Contract Award Procedure**

1. The Contractor/Bidder has the right to lodge a written protest with the Purchaser against the content of the ‘Invitation to Bid’, actions performed by the Purchaser in the course of the Contract Award procedure, and/or against the Purchaser failing to perform an action/actions imposed on the Purchaser by the respective Law.

2. The protest shall be lodged within seven (7) days from the day the Contractor might have been advised of or got to know about any circumstances constituting the basis thereof, apart from provisions under Art. 180, Para. 3 & 4, ‘PZL/PZP’.

3. The protest shall be deemed as lodged when properly delivered to the Purchaser who was able to get to know (to read) its contents.

4. It is possible for the Contractor to lodge a protest only prior the Contract is concluded.

5. The Purchaser shall reject any protests lodged either after the final lodging date or by an unauthorised entity.

6. The protest lodged should expressly indicate against what action or against what failure to act (by the Purchaser) it was protested. The protest should also include the justification of the legal interest of the Contractor lodging the protest, a Contractor’s demand, a brief description of charges and of all factual and legal circumstances justifying the protest.

7. In the event, the protest was lodged after the deadline for submitting the Bids, the Bid validity period shall be suspended until the final settlement of the protest lodged.

8. The Purchaser shall promptly send a copy of the protest lodged to all other contractors participating in the Contact Award procedure in order to advise them on its content and charges contained therein. In the case, the ‘SIWZ’ document was inserted into the WEB Site of the Purchaser, the Purchaser has to also add the protest to its WEB site, and to simultaneously inform all other contractors about the suspension of the Bid validity period.

9. Contractors participating in the Contract Award procedure, who join the protest on the part of the Purchaser or on the part of the lodging Contractor within three (3) days upon receiving the notice thereof also become participants in the entire protest procedure.

10. A contractor who did not join the protest has not the right to lodge his protest afterwards and to invoke the same circumstances.

11. The Purchaser cannot conclude a Contract until the final settlement of the protest lodged.

12. The protest shall be regarded as finally settled:

   12.1 in the situations when there is no possibility to appeal, i.e. in tender proceedings dealing with values not exceeding the amount in Polish zloty equal to Euro 211,000: either when the Purchaser has finally settled the protest or upon the expiration of the final date for settling the protest;

   12.2 in the situation when no appeal has been lodged: upon the expiration of the final date for lodging the appeal;

   in the situation when an appeal has been lodged:

   12.3 on the date when the decision ending the appeal procedure was passed and issued or the verdict was passed by the Arbitration Chamber, or

   12.4 on the date a Court Judgement or a Court Decision ending the procedure were passed by a local District Court referred to in Art. 195, Para. 1 of ‘PPL/PZL’, or upon the expiration of the seven (7) day period as provided for lodging a complaint, the latter
valid when the Contract value covering building works exceeds the amount in Polish zloty equal to Euro 10,000,000 or Contract value covering supplies and service exceeds the amount in Polish zloty equal to EUR 5,000,000.

13. Upon the request of the Purchaser, in specific situations, the President of the Public Procurement Office may give his consent in the form of an administrative decision to conclude the Contract prior to the final settlement of the protest. The term ‘specific situations’ means that there are some social or economic circumstances not to be foreseen beforehand, and which do not result from the Purchaser’s fault, but are pressing and require the Contract to be awarded asap.

14. The Purchaser has to settle protests simultaneously, but not later than within ten (10) days from the last deadline for lodging protests in the cases as specified under Art. 183, Para. 1 to 4, ‘PZP/PZL’ or not later than ten (10) from the date of lodging a protest. Failure to settle the protest within this time period is regarded to be the dismissal of the protest.

15. The Purchaser shall submit the settlement of the protest incl. justification together with instructions on how to appeal and to the entity lodging the protest and to the contractors who joined the protest on the part of the Purchaser and the Contractor.

16. In the case, the protest or a part thereof has been accepted and allowed the Purchaser shall repeat the action subject to protest or perform the unlawfully omitted action.

17. The Purchaser shall promptly notify all other contractors that the action is either repeated or performed.

18. It is possible to appeal against the dismissal or the rejection of the protest lodged.

19. The appeal is be lodged to the President of the Public Procurement Office within five (5) days from the delivery date of the settlement of the protest or from the expiration day of the deadline for settling the protest. Simultaneously, the Purchaser is to be advised on the appeal lodged. The appeal delivered to the Polish post office of the public operator is regarded as submitted to the President of the Public Procurement Office.

20. The Purchaser submits a copy of the appeal to all other contractors participating in the proceedings instituted by the protest lodged. The copy has to be submitted not later than two (2) days from the day of receiving it by the Purchaser, and the Purchaser is to call those contractors participating in the proceedings to further participate in the appeal proceedings on the part of the Purchaser or of the appealing contractor.

21. Any contractor wanting to participate in the appeal proceedings is to notify of its plan to join the appeal proceedings not later than on the day when the Adjudicating Panel of the Chamber opens the session. In the report, the contractor is to expressly present the legal interest of joining the appeal proceedings and the Party in favour of which it wants to act. The notification should be submitted to the President of the Public Procurement Office, its one copy to the Purchaser and to the contractor who lodged the protest.

22. Appeal procedures are governed by appropriate provisions under the Polish Law of 17 November 1964 - Code of Civil Procedure (Polish Journal of Laws No. 43, Item 296, with subsequent amendments) on the Court of Arbitration unless the PPL/PZL and executive regulations enacted on its basis provide otherwise.

23. The parties and participants in the appeal proceedings have the right to lodge a complaint to the Court against the Decision passed by the Chamber. Such a complaint is to be lodged to a District Court having territorial jurisdiction over the place where the Purchaser is seated or permanently resides through the President of Public Procurement Office, within seven (7) days from the day on which the Decision of the Chamber is
delivered. The Respondent in the complaint proceedings has to receive one copy of the complaint.

24. The Purchaser informs that Section VI of the Law under discussion, i.e. Art. 179 – 198 under ‘PZP/PZL’ contains detailed regulations dealing with the Legal protection Scheme.

18) **Description of a Lot provided the Purchaser allows for submitting Bids for Lots**
   1. The Purchaser does not allow for submitting Bids for Lots.

19) **Information on Framework/General Contracts**
   1. The Purchaser does not allow for awarding supplementary contracts.

20) **Information on anticipated supplementary contracts referred to in Art. 67, Para. 1, Clause 6 & 7, or in Art. 134, Para. 6, Clause 3 ‘PPL/PZP’**
   1. The Purchaser does not allow for concluding framework/general contracts.

21) **Description of how alternative bids are to be presented including the minimum conditions to be met by those alternative bids provided the Purchaser allows for alternative bids to be submitted**
   1. The Purchaser does not allow for submitting the alternative bids.

22) **Electronic address or www-address of the WEB site of the Purchaser because the terms and Conditions of this Tender Procedure allow for contacts using electronic equipment**
   1. bzp@adm.uj.edu.pl
   2. WWW.uj.edu.pl

23) **Information referring to foreign currencies allowed for clearing financial obligations between the Purchaser and the Contractor**
   1. All financial obligations between the contractor and the Purchaser will be cleared in Euro.

24) **The Purchaser does not anticipate any electronic auction.**

25) **The Purchaser does not allow for its paying back the costs relating to the participation in the contract award procedure.**

26) **The Purchaser demands from the Contractor to expressly identify in its Bid which part of the Object of the Contract is planned by the Contractor to be performed by the Contractor’s sub-contractors**
BID FORM

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

Unit assigned to deal with the tender procedure – Biuro Zamówień Publicznych UJ
Ul. Straszewskiego 25/9, 31 – 113 Kraków

Name (Company name) of the Contractor:

Address of the registered office of the Company:

Mailing address:

Tel.: ......................................................; Facsimile: ......................................................;

Email: ..............................................................;

NIP1): .................................................; REGON2): .................................................;

Referring to the announced open tender for awarding a Contract for the purchase & delivery of a fibre laser for pumping Helium-3, as well as assembly & start up of this laser incl. the necessary warranty service, all this for the Faculty of Physics, Astronomy and Applied Computer Science, Jagiellonian University Cracow, we hereby submit the following BID:

1) We, the undersigned, offer to perform the whole Object of Contract in conformity with the Bidding Documents for the total net amount of ……………… (wording: ………………………………………………………………………..), plus due Value Added Tax of ……….% , which yields the gross amount of …………….(wording: ………………………………………………………………………..);

2) We offer to complete the entire delivery and accompanied services during a period nine (9) weeks from the day of awarding a Contract to us, i.e. from the day of signing the Contract awarded;

3) We undertake to offer a twelve (12) month warranty period covering the complete equipment supplied as per the day of receipt and taking over the whole Object of Contract.

---

1) NIP – Polish Taxpayer Number
2) REGON No.: Identification Number of a Company according to the Polish National Economy Register
incl. the running maintenance of the equipment under the terms and conditions of the warranty granted, as well as necessary repairs during the warranty period;

4) We offer the time limit for making the payment of up to thirty (30) days as of the date of submitting the invoices, pursuant to the terms and conditions under the ‘SIWZ’ document;

5) Pursuant to Art. 44 of ‘PPL/PZP’, we declare and assure that we meet all the conditions and requirements necessary to participate in this tender procedure as set out in the ‘SIWZ’ document and we further declare to have examined and got to know the Specification of Essential Terms & Conditions of the Contract (SIWZ); we also consider ourselves bound by the terms & conditions, and rules of conduct, as well as by the essential terms of the contract contained therein (Contract Template);

6) We declare that we consider ourselves bound by this Bid for a period as indicated in the Specification of Essential Terms & Conditions of the Contract (SIWZ), i.e. thirty (30) days from the day fixed for Bid opening;

7) We declare that we offer an Object of Contract that complies with the terms and conditions laid down in the Public Procurement Law act and set out by the Purchaser in the Specification of Essential Terms & Conditions of the Contract;

8) The Bid comprises ………………subsequently numbered sheets;

9) The Bid Form is accompanied by the following Annexes, viz.:
Annex 1: Letter of Declaration by the Contractor;
Annex 2: Contract Template;
Annex 3: Detailed Calculation of the Price of the Object of Contract;
   Technical Specifications and Descriptions, Functionals, etc. of the Object of Contract;
   Other……………………………………………….

Place ........................................on this day................................. 2007

........................................................................
(stamp and signature of a person authorised to make declarations of will on behalf of the Contractor)
LETTER OF DECLARATION

While submitting this Bid for the purpose of the open tender procedure for the purchase & delivery of a fibre laser for pumping Helium-3, as well as assembly & start up of this laser incl. the necessary warranty service, all this for the Faculty of Physics, Astronomy and Applied Computer Science, Jagiellonian University Cracow,

WE, THE UNDERSIGNED, duly declare what follows:

1. We have qualifications and capacity to carry out the particular business and activities in the case the law in force requires such qualifications and capacity;
2. We have all the necessary knowledge, experience, and skills, as well as technical potential and staff capable to accomplish the Contract;
3. Our economic and financial situation makes it possible and guarantees that we accomplish the Contract;
4. We are not subject to exclusion from the Contract Award Procedure pursuant to Art. 24, Para. 1, Clause 1 to 10, and Para. 2, Clause 1 to 4, Law of 29 January 2004 / Public Procurement Law (Polish Journal of Laws of 2006, No. 164, item 1163, with subsequent amendments).

Place ....................................... on this day ........................................... 2007.

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

(Corporate Stamp of the Contractor)

In this Annex No. 2, there is the signed Contract Template.

Place ............................................... on this day ........................................... 2007.

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

Annex No. 3 to Bid Form

(Corporate Stamp of the Contractor)

In this Annex No. 3, there is a calculated Bid Price including the individual calculation of prices of each element under the Object of the Contract; also, in this Annex, there are specified: unit prices, net total prices, and gross total prices.

Place .................................................., on this day ........................................... 2007.

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