

BIURO ZAMÓWIENI PUBLICZNYCH
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ul. Gołębia 6/2, 31-007 Kraków
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<http://przetargi.adm.uj.edu.pl/oglosz.php>



Kraków, 04.07.2013

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

1) Full name (company name) and address of the Purchaser.

1. Uniwersytet Jagielloński (Jagiellonian University), ul. Gołębia 24, 31-007 Kraków.
2. Jednostka prowadząca sprawę:
 - 2.1. Biuro Zamówień Publicznych UJ (Public Procurement Office of the Jagiellonian University), ul. Gołębia 6/2, 31-007 Kraków;
 - 2.2. tel. +4812-432-44-50; fax +4812-432-44-51 lub +4812-663-39-14;
 - 2.3. e-mail: bzp@uj.edu.pl www.uj.edu.pl <http://przetargi.adm.uj.edu.pl/oglosz.php>

2) Contract Award Procedure.

1. The procedure shall be carried out as an open tender, pursuant to the regulations under the Act of 29 January 2004 'Public Procurement Law', hereinafter referred to as the 'PPL' (consolidated text: Polish Journal of Laws of 2010 No. 113 item 759, as amended).
2. The Public Procurement procedure is conducted by the evaluation committee appointed to perform the procedure for the award of Public Procurement.
3. Provisions of the aforementioned Public Procurement Law (PPL) and regulations related thereto, enacted on the basis of the PPL, shall apply to actions undertaken by both the Purchaser and the prospective Contractors in connection with the procedure aiming at awarding a Contract. With regard to issues not governed by that Law, the provisions of the Act of 23 April 1964, Civil Code (Polish Journal of Laws No. 16 item 93, as amended) shall apply.

3) Description of the Object of Public Procurement.

1. The Object of Public Procurement and of the prospective Contract is the selection of a Contractor for the delivery of germanium detector for the Faculty of Physics, Astronomy and Applied Computer Science, ul. Reymonta 4 in Kraków.
2. The detailed description of the Object of Public Procurement along with the description of parameters and technical as well as functional requirements.

Germanium (HPGe) detector with HV supply unit

Technical specification:

1. Germanium detector

- N-type crystal
- Relative efficiency min. 45 %
- Effective energy range 10 keV – 10 MeV
- Energy resolution 2.0 – 2.2 keV for 1.3 MeV
- Additional Pb shield installed inside the cryostat, just below the crystal (It is required to use lead with Pb-210 content at the level of Bq/kg)
- Detector holder and the end-cup made out of electrolytic copper
- Window made out of Cryal, 0.7 mm thick
- Integrated charge sensitive preamplifier
- Integrated temperature sensor of the crystal
- Dewar volume 30 L, pop-top-vertical type of the cryostat.

2. HV supply:

- NIM module
- Single HV output
- HV output range 0 – 5 kV (current 0 – 500 μ A)
- Selection between positive and negative polarization
- Temperature sensor input, HV trip when the detector warms up
- Voltage stability 0.05% (or better)
- Temperature stability \pm 50 ppm (or better) for 0 – 50 $^{\circ}$ C

General description of the Object of Public Procurement.

- a) The Contractor shall offer a warranty of no less than 12 months.
- b) The warranty embraces (included in the Bid Price) ongoing free of charge maintenance, service, technical inspections and on-site repair during the warranty period on the Purchaser's premises. Shall the warranty service at the Purchaser's premises be impossible from a technical point of view, all organizational activities and costs related therewith shall be borne by the Contractor. Claims arising from the warranty shall not be excluded.
- c) The Contractor assures that the warranty services shall be provided by the manufacturer or by an appropriate authorised service facility.
- d) The warranty embraces the service and the transportation costs of the service, or the transportation costs of the equipment or a part intended for repair.
- e) The detailed description of the warranty provisions and the service is contained in a contract template that constitutes an integral part of the SETCPP.
- f) The Contractor shall offer the Object of the Public Procurement that is compliant with the requirements specified in the SETCPP and its annexes. The Contractor shall enclose to the Bid

technical and operation manuals allowing verification of the compliance of the equipment with the requirements specified in the SETCPP. The Purchaser allows enclosing technical and operation manuals of the Object of the Public Procurement issued by the manufacturer in English version.

- g) The Contractor has to assure that the offered equipment is brand new and has at least the same characteristic and technical parameters to those specified in the SETCPP.
 - h) In the Bid Price the Contractor shall include the transportation costs and the costs of delivery of the equipment to the premises of recipient and user, i.e. to the Faculty of Physics, Astronomy and Applied Computer Science, ul. Reymonta 4 in Krakow.
 - i) The Purchaser allows submission of equivalent bids. 'The equivalent' shall be interpreted as follows: the offered equipment shall have the features and technical parameters on the same level as the level specified in the SETCPP. The Contractor submitting an equivalent bid is obliged to demonstrate the equivalence of the equipment with the provisions and requirements specified in the SETCPP, or the Contractor aim to provide the equipment having better parameters than those specified in the SETCPP.
 - j) In case when the Contractor intends to employ subcontractors, the bid shall include a list with the scope of works assigned to those subcontractors (parts of the object of the contract).
3. The Contractor shall sign and fill out the Bid Form along with the Annexes or submit a bid that responds with the Bid Form and the Annexes. The Contractor is entitled to sign and enclose the contract template to its bid, that constitutes an integral part of the SETCPP.
 4. The description of the Object of Public Procurement consistent with the wording of the Common Procurement Vocabulary (CPV) is CPV: 38433000-9
 5. The terms and conditions of the Public Procurement have also been contained in a contract template that constitutes an integral part of the SETCPP.
 6. The original of the SETCPP, signed by duly authorized representatives of the Purchaser for and on its behalf, constitutes the basis for resolving probable disputes relating to or resulting from the content of this document. The original of the SETCPP shall also be available in paper form at the Purchaser's, as well as on the Purchaser's website: www.uj.edu.pl, <http://przetargi.adm.uj.edu.pl/oglosz.php>. An electronic copy of the original of the SETCPP may be delivered to Contractors free of charge either via e-mail or on CD. It is also possible that, upon the request of Contractors, the Purchaser makes a paper copy of the original of the SETCPP and sends it over to them, which is payable. The Contractor shall pay only the dispatch costs, as the paper copy of the SETCPP is free of charge.

4) Lead time of the Public Procurement and Contract.

The Public Procurement and Contract shall be performed within 14 weeks (98 days).

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

The Contractor wishing to participate in the contract award procedure shall fulfill the requirements specified in the SETCPP and the requirements being in accordance with the Article 22 of the PPL:

1. The Contractor shall have legal powers to perform specified business or activity leading to the completion of the Public Procurement, if required by the law.

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

2. The Contractor shall possess relevant expertise and experience.

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

3. The Contractor shall have relevant technical capacity.

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

4. The Contractor shall have persons capable of performing the Public Procurement tasks at its disposal.

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

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

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

6) Documents and declarations required from Contractors as evidence that they have satisfied the participation requirements for the procurement procedure and that they are in none of the situations of exclusion as specified in the Article 24 paragraph 1 of the Public Procurement Law Act.

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

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

2.1 a declaration that there is no legal basis for exclusion from the procedure,

2.2 a valid (issued no earlier than 6 months before the deadline for submitting bids) extract from the relevant register, if such entry is required by other regulations; in order to confirm that there is no legal basis for exclusion from the procedure pursuant to Article 24 paragraph 1 (2) of the PPL. In case the bid is submitted by several entities acting jointly, this requirement shall apply to each one of them.

2.3 If the Contractor's place of residence or registered office is established outside the borders of the Republic of Poland, instead of the documents enumerated in paragraphs 6) 2.2 hereof, the Contractor shall provide a document or documents issued in its country of residence or the country in which its registered office is established, confirming that:

- it is not in the process of liquidation or bankruptcy (issued no earlier than 6 months before the deadline for submitting bids);

2.4 If the documents specified in subparagraphs 6) 2.3 hereof are not issued in the country in which the Contractor resides, or in which its registered office is established, the Contractor shall replace them with a statement made before a notary, a relevant judicial or administrative authority, or a professional or commercial body in the country in which the Contractor resides or in which its registered office is established.

2.5 The documents shall be submitted and translated into the Polish language. The Purchaser allows submission of the whole Object of the Contract in the English version.

3. Additionally, the Contractor shall submit the following documents:

3.1 A list of the entities belonging to the same capital group, as specified in Article 24 paragraph 2 point 5 of the Act from 16th February 2007 of the Protection of Competition *and* Consumers (Polish Journal of Laws, No 50 item 331, as amended) or a confirmation that the Contractor does not belong to any capital group.

4. If, instead of one of the documents referred to herein, the Contractor submits a copy, it shall certify that the copy conforms with the original. In case of several Contractors jointly applying for the award of the Contract and in case of entities granting access to their resources to the Contractor, the copies of documents referring respectively to the Contractors or such entities shall be certified as conforming to the originals by the Contractor or such entities. The Purchaser may request presentation of originals or notarized copies of documents (e.g. should the presented photocopies be illegible or raise doubts concerning their authenticity).

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

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

2. Address and Contact Person – mgr Urszula Wilgocka, Public Procurement Office of the Jagiellonian University ul. Gołębia 6/2, 31-007 Kraków; tel. +4812-432-44-50; fax +4812-432-44-51 lub +4812-663-39-14; e-mail: bzp@uj.edu.pl www.uj.edu.pl
<http://przetargi.adm.uj.edu.pl/oglosz.php>

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

4. A person duly authorized to contact the Contractors is:

4.1 As per formal and substantive scope – mgr Urszula Wilgocka Public Procurement Office of the Jagiellonian University, ul. Gołębia 6/2, 31-007 Kraków, tel. +4812-432-44-50; fax +4812-432-44-51 lub +4812-663-39-14; e-mail: bzp@uj.edu.pl
www.uj.edu.pl <http://przetargi.adm.uj.edu.pl/oglosz.php>

5. Each Contractor may directly ask the Purchaser to clarify the content of the SETCPP, and the Purchaser shall provide an explanation immediately, on condition that such a request is submitted with the Purchaser no later than until the end of the date on which half of the deadline for submitting bids elapses, however the explanation shall occur no later than 2 days before the deadline for submitting bids as the procurement value is lower than the amounts specified in provisions issued on the basis of Article 11 paragraph 8, so-called ‘EU thresholds’.

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

7. At the same time, the Purchaser is obliged to send the content of explanations and / or questions and answers to all the Contractors who received the SETCPP and place them

on the website where the SETCPP was provided, however without disclosing the source of the inquiry.

8. In justified cases, the Purchaser may modify the content of the SETCPP anytime prior to the deadline for submitting bids. Any modification to the SETCPP shall be promptly distributed among the Contractors who received the SETCPP, and if the SETCPP was made available on the website, should be placed there as well.
9. Should, as a consequence of an amendment to the specification of essential terms and conditions of the Public Procurement that does not lead to an amendment of content of the public procurement notice a need of an additional period of time for an introduction of alterations in bids arise, the Purchaser shall extend the deadline for submitting bids, notify the Contractors who have already received the SETCPP, and if the SETCPP was made available on the website, publish this information on the same as well.
10. The Purchaser shall promptly notify all the Contractors who have already received the SETCPP about the extension of the deadline for submitting bids, and publish this information on the website where the SETCPP was provided.
11. Detailed description of the procedures regarding a request for explanation are specified in Article 38 of the PPL.

8) Requirements Regarding a Bid Bond.

1. The Contractor is not obliged to contribute a Bid Bond.

9) Bid Validity Period.

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

10) Preparation of bids.

1. Each Contractor is entitled to submit only one bid that shall cover the whole of the Object of Public Procurement.
2. To the Bid, the Contractor shall enclose technical characteristics and/or functional description, allowing verification if the equipment is in compliance with the requirements specified in the SETCPP.
3. The Contractor shall enclose a filled out and signed bid form together with Annexes, including declarations and indices confirming compliance with the conditions of tender procedure described in Article 5) herein, and not specified in Article 6) herein (filled out or drawn up in accordance with their content; a contract template may also be signed and enclosed in the Bid).
4. Should the bid be signed by a proxy, the Contractor shall enclose the power of attorney, in form of an original, notarised copy or copy certified as conforming to the original by authorised persons, also in the event that the bid is placed by entities acting jointly, i.e. consortium partners,
5. It is allowed to submit one bid by two or more entities, only if such bid fulfills the following requirements:
 - The Contractors jointly seeking the Contract award shall be obliged to appoint a representative by submitting an applicable power of attorney. The representative shall represent the Contractors during the Public Procurement Procedure or/and while the conclusion of the Contract. The power of attorney shall be granted by all other partners and signed by them.

6. The Bid and the Annexes constituting its integral part shall be prepared by the Contractor with accordance to the provisions specified in the SETCPP.
7. The Bid shall be prepared with accordance to the content of the Bid Form and the Annexes attached to the SETCPP.
8. The Contractor shall attach a set of documents and statements to its Bid, as well as all other information as required by the provisions under the present SETCPP.
9. The Bid shall be written in Polish or English language, typed on a computer, typewritten or written by hand in a legible manner.
10. It is recommended that each sheet of the Bid and Annexes thereto be signed by a person or persons duly authorized by the Contractor to make declarations of will for and on its behalf. In addition to a signature (signatures), a company stamp and name stamp of the Contractor or a legible signature shall also be placed at least on the Bid Form and Annexes (Letters of Declaration) thereto, as well as on copies of documents certified as conforming to the originals. The following persons are deemed to be legally authorized to make declarations of will for and on behalf of the Contractors:
 - 10.1 persons as entered in the commercial registers, registers of cooperatives or registers of state-owned enterprises, foundations, associations, etc., kept by courts;
 - 10.2 persons entered to the records of Central Register of Businesses (CEIDG), managed by the Ministry of Economy.
 - 10.3 persons entered to the records of the Business Activity Register.
 - 10.4 persons duly appointed by force of a power of attorney granted by the aforementioned persons; should a Bid be signed by a representative of the Contractor, the power of attorney shall be attached to the Bid;
 - 10.5 in case the Bid is submitted by a consortium, i.e. by Contractors jointly seeking the Contract award, the Contractors shall be obliged to submit an applicable power(s) of attorney, granted to them by all other partners or members of the consortium, or a relevant contract, if the Bid is not signed by all members of the consortium.
 - 10.6 in case the Contractors' place of residence is established outside the borders of the Republic of Poland, the persons who are deemed to be legally authorized to make declarations of will for and on behalf of the Contractors are persons indicated in the documents issued in the place where the Contractor has its place of residence.
11. It is recommended that all sheets of the Bid and the Annexes thereto be explicitly numbered and bound together so as to prevent single sheets from slipping out. The Contractor shall also draw up a Table of Contents and attach it to the Bid.
12. Any corrections or amendments to the text of the Bid shall be signed by a person or persons, who signs the Bid, and provided with dates on which they were made.

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

1. The bids shall be submitted to the Public Procurement Office of the Jagiellonian University in Krakow, ul. Gołębia 6/2, 31-007 Kraków, until 11:00 on 17.07.2013r
2. The Contractor shall place its Bid in an envelope addressed to the Purchaser at the address specified in paragraph 11)1 hereof. The envelope shall bear the following note: „Bid for the delivery of Germanium detector for the Faculty of Physics, Astronomy and Applied Computer Science, case no. CRZP/307//2013 - please do not open before 11:05 on 17.07.2013” The Contractor's address stamp shall also be placed on the envelope.
3. The Contractor may modify or withdraw its Bid after it has already been submitted, provided that a written notification of the modification or withdrawal is received by the Purchaser prior to the deadline for submitting bids.

4. The Purchaser shall publicly open the bids at 11:05 am on 17.07.2013r. at the Public Procurement Office of the Jagiellonian University in Krakow, ul. Gołębia 6/2, 31-007 Krakow.
5. Directly before the opening of bids, the Purchaser shall make known the amount planned to finance the Object of the Public Procurement.
6. During the opening of the bids, the Purchaser will announce the names (companies) and addresses of Contractors, as well as bid price, period of completion of the Contract, warranty period, and terms and conditions of payment, contained in particular bids.
7. The Purchaser shall promptly pass the information referred to in paragraphs 11) 5 and 6 hereof to those Contractors, who were absent during the opening of the bids, upon their request.
8. Whilst examining and evaluating the bids, the Purchaser shall be entitled to require that the Contractors provide explanations to the contents of their bids submitted.
9. The Purchaser shall correct in the content of bids any obvious misprints and computational errors together with the computational consequences of the corrections made, as well as other errors consisting in non-compliance of the Bid with the provisions of the SETCPP. Any amendments made by the Purchaser shall not cause any significant changes to the content of the bids. The Purchaser shall promptly notify the Contractor whose Bid was corrected.
10. The Purchaser shall simultaneously notify all the Contractors of the exclusion of any Contractor, rejection of particular bids, cancellation of the contract award procedure, or of the selection of the best Bid, always specifying the factual and legal grounds for its decision.
11. Immediately upon the selection of the best Bid, the Purchaser shall place the information referred to in paragraph 11) 10 hereof on its website and in a publicly accessible place on its premises

12) Description of a Bid Price Calculation Method.

1. The Bid Price shall be expressed in Polish currency - zloty (PLN), or, in case the Contractor's place of residence is established outside the borders of the Republic of Poland, in Euro (EURO), and calculated on the basis of individual calculation of each Contractor with respect to the entire Public Procurement, taking into account the experience and expertise of the Contractor, as well as all costs that are necessary for the completion of the Public Procurement (packaging, transport, insurance, assembly, installation, run, staff training), taxes, custom duties, warranty cost, including the necessary inspections and maintenance during the warranty period in place of installation of the device and discounts that the Contractor envisages to grant.
2. While calculating the Bid Price, the Contractor shall provide the amount (amounts) of the net remuneration, indicate the rate and amount (amounts) of due VAT on goods and services or its amount expressed as a percentage, and the amount (amounts) of the gross remuneration.
3. In case the Bid Price is expressed in different currencies, i.e. in Polish currency - zloty (PLN), or in Euro (EURO), the Purchaser shall convert the amounts included in the Bids into Polish currency - zloty (PLN) for the verification purposes and comparison according to the average exchange rate basis of the National Bank of Poland of Euro currency from the date of submission of the Bids and the date of the Bids opening.
4. In case the Contractor's place of residence, permanent place of business activity are established outside the borders of the Republic of Poland, if it is in accordance with the regulations, the Purchaser shall be obliged to settle a tax on goods and services. The

Purchaser, only for the evaluation purposes of the Bids, shall add VAT to the Bid Price, in accordance with the tax regulations.

5. It is not expected to increase the gross price of the Object of the Contract.
6. There will be no prepayments or advancements for execution of the contract.

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

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

2. Bid Evaluation Criteria and their relevance:

3. The Gross Price of the Bid for the whole of the Object of Public Procurement – 100%.

Points awarded for the criterion “gross price of the Bid for the whole object of the Public Procurement”, 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. Upon the completion of evaluation, the points awarded by the members of Tender Board shall be summed up.
5. The Bid with the highest score shall be deemed the best Bid.
6. The accuracy level of all calculations shall be two decimal places.

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

1. Before the contract is signed, the contractor shall submit:
 - 1.1. a possible list of subcontractors,
2. The Purchaser shall conclude a public procurement contract within the period of not less than 5 days of the date on which the notification on the selection of the best Bid is dispatched, if sent by fax or e-mail, or not less than 10 days, if sent otherwise.
3. The Purchaser may conclude a public procurement contract before the deadlines referred to in section 14) 2 hereof, in case only one bid is submitted for the tender procedure or in case of the occurrence of other circumstances specified in Article 94 paragraph 2 of the PPL.
4. If the Contractor whose Bid is selected avoids concluding the public procurement contract, the Purchaser shall select the best Bid among the remaining bids, without carrying out their re-evaluation unless any of the conditions referred to in Article 93 paragraph 1 (1–7) of the PPL occurs.

15) Requirements on the Due Performance Security.

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

16) Contract Template.

CONTRACT TEMPLATE CRZP/UJ/..... 2013

Concluded on 2013 in Kraków, between:
the Jagiellonian University (Uniwersytet Jagielloński) with the registered office in Kraków, ul. Gołębia 24, hereinafter referred to as the 'Purchaser', represented by:
1.
and,
hereinafter referred to as the 'Contractor', represented by:
1.

This Public Procurement Contract was concluded as a result of the open tender procedure, in accordance with the Act of 29 January 2004 on Public Procurement Law (Polish Journal of Laws of 2010 No. 113 item 759, as amended):

§ 1

1. The Contractor hereby covenants with the Purchaser to purchase and deliver germanium detector and the HV supply for the Faculty of Physics, Astronomy and Applied Computer Science, ul. Reymonta 4 in Krakow.
2. The Purchaser orders and the Contractor undertakes to carry out all indispensable activities for the completion of the Object of the Contract.
3. The person responsible for the receipt of the equipment and supervision on behalf of Purchaser shall be....., tel., e-mail....., or another person appointed by the Purchaser.
4. The Contractor declares that the Object of the Contract shall be completed with the highest quality materials and highest standards of work, within the deadlines specified and with due diligence.
5. An integral part of this Contract shall be the documentation of the Tender Procedure, including in particular the SETCPP along with Annexes and the Contractor's Bid.
6. The Contractor declares that the Object of the Contract (in particular the devices and the elements comprising the Object of the Contract) is brand new and its purchase and use with accordance to its purpose, do not violate the law, including the rights of third parties.
7. The Contractor undertakes to perform the entire Object of the Contract until....., however the Parties allow the completion of the Object of the Contract before that date.
8. Subcontracts for parts of the Object of Public Procurement shall not alter the Contractor's obligation towards the Purchaser, concerning the same parts of the Contract.

§ 2

The Contractor declares that its expertise, experience, and resources are sufficient to accomplish the Object of the Contract.

§ 3

1. The amount of the Contractor's remuneration for the Object of the Contract shall be calculated on the basis of the Contractor's Bid.
2. The amount of the remuneration for the Object of the Contract shall be equal to the net PLN, say: PLN 00/100,

plus VAT, which amounts to the gross remuneration of PLN, say:.....

3. The Purchaser is a VAT payer and its NIP (Tax Identification Number) is: PL 675-000-22-36.

4. The Contractor is a VAT payer and its NIP (Tax Identification Number) is:

5. In case the Contractor is registered outside of the Republic of Poland, VAT shall be paid by the Purchaser to the bank account of the relevant Tax Office.

§ 4

1. The remuneration specified in Paragraph § 3 shall be paid by the Purchaser after the completion of the whole Object of the Contract by the Contractor, confirmed by the reception protocol and invoice.
2. The invoice for the completed and accepted Object of the Contract shall be paid within 30 days of the delivery of the invoice along with acceptance protocols.
3. The delivery of the parts (devices) comprising the Object of the Contract is not tantamount with the completion of the Contract. The acceptance protocol shall be signed once the whole Object of the Contract is performed and completed.
4. The remuneration that is due to the Contractor shall be paid transferred from the Purchaser's bank account to the Contractor's bank account indicated in the invoice.
5. The payment place shall be the Purchaser's bank.

§ 5

1. The Contractor undertakes to complete the Object of the Contract with no defects.
2. A warranty of no less than months for each of the delivered devices forming the Object of the Public Procurement, with accordance with the Contractor's Bid and the requirements specified in the SETCPP.
3. The warranty includes among others the ongoing maintenance at the Purchaser's premises or if it is impossible from a technical point of view, all organizational activities and costs related therewith shall be borne by the Contractor. The rights from the guarantee shall not be excluded.
4. The warranty embraces among others: free of charge (included in the Bid Price) ongoing maintenance, service, technical inspections resulted from the terms of warranty and on-site repairs at the place of use during the warranty period (on-site warranty).
5. The warranty shall be rendered by the producer, authorized service station or authorized persons.
6. The warranty embraces also service work and transportation costs of the service, or the cost of delivery of the equipment/part/devices intended for the repair.
7. The warranty period shall start from the date of signing the acceptance protocol which was further described in paragraph § 4 point 2.
8. Shall any defects in the performed object of the contract are noticed, the Contractor is obliged to replace or to remove the defect free of charge within the time limit agreed by both Parties, but not later than in 7 working days. The response time of the service must take place within 48 hours, from the date of notification via fax or e-mail.
9. If for any reason which the responsibility is borne by the Contractor, the Contractor fails to rectify the defect (defects) of the equipment within the specified time limit,

the Purchaser shall also have the right to employ a different Contractor to rectify the defect (defects) and the Contractor shall be obliged to cover the costs of it within 14 working days from the date of receiving the proof and the order for payment.

10. The warranty shall be automatically extended by the time of repair, i.e. by the period from the moment of the notification till the moment of the defect's rectification.
11. In case of a triple failure of the same element, the Contractor shall be obliged to replace the faulty element or device with a new one that shall be free of any defects.

§ 6

The Purchaser reserves the right to contractual penalties for failure to comply with the present Contract or inadequate fulfilment of the obligations hereunder.

§ 7

1. The Contractor shall pay the contractual penalty to the Purchaser in the following cases:
 - a) If the Contractor withdraws from the Contract, the penalty shall amount to 10% of the gross procurement value which was indicated in Paragraph §3 point 2, unless the withdrawal is resulted by the circumstances for which the responsibility is not borne by the Contractor,
 - b) If the Contractor fails to fulfill the Contract in a timely fashion, the penalty shall amount to 0,5% of the gross procurement value, which was indicated in Paragraph §3 point 2, for each day of delay,
 - c) If the Contractor fails to remedy the defect (defects) of the Object of the Contract in a timely fashion, the penalty shall amount to 0,5% of the gross procurement value, which was indicated in Paragraph §3 point 2, for each day of delay, counting from the date that follows the agreed deadline to remedy the defect (defects).
2. The Purchaser shall pay the contractual penalty to the Contractor in case of withdrawing from the Contract because of circumstances for which the responsibility is borne by the Purchaser, in amount of 10% of the gross remuneration, which was specified in Paragraph §3 point 2 of the Contract.
3. The Purchaser reserves the right to deduct possible contractual penalties from the invoice and the right to claim compensations on the general base, beside the reserved contractual penalties.
4. In case the penalty shall not cover the loss accrued, the Parties may claim additional compensation.
5. The claim for contractual penalties shall become due on the date of the occurrence of the grounds for their calculation as specified herein.

§ 8

1. The Purchaser or the Contractor may withdraw from the Contract with immediate effect in the circumstances set out in the Civil Code.
2. The Purchaser may withdraw from the Contract not earlier than within seven days' notice from the moment of the notification of the following circumstances:
 - a) The initiation of bankruptcy proceedings against the Contractor,
 - b) The initiation of liquidation proceedings against the Contractor,

- c) The Contractor without a reasonable justification will not initiate or abort the Object of the Contract.
3. In case the Purchaser withdraws from this Contract by fault of the Contractor, the Contractor shall not be entitled to any compensation.
4. In case of withdrawal from the Contract or termination thereof, the Parties shall retain the right to contractual penalties.

§ 9

1. For the purpose of this Contract, 'Force Majeure' means an external event of an extraordinary character that could not have been foreseen nor prevented.
2. If due to Force Majeure, either Party is unable to perform its contractual obligations in full or in part, then such a Party shall promptly notify the other Party about this fact. In such an event, the Parties shall agree on the manner and conditions of further fulfilment of the Contract or the Contract may be terminated.

§ 10

1. Any statements of the Parties shall be made in writing under pain of nullity, and duly posted by registered mail or delivered with a return receipt.
2. In case one or more of the provisions set forth in this Contract shall be held invalid, the validity of the entire Contract shall not be affected, and if such an event occurs, the Parties shall replace the invalid provision with a provision fully corresponding with the key objective of this Contract and other provisions hereof.

§ 11

1. The Parties allow a possibility of amending the Contract in a form of a written Annex under pain of nullity, with the Lump Sum Price being retained, in the following cases:
 - d) in case of change in the completion date of the Contract being resulted by any reason which the responsibility is borne by the Purchaser regarding e.g. lack of preparation of the place where the Object of the Contract shall be fulfilled or other reasons non-culpable by the Parties;
 - e) in case the warranty period being extended, in case the warranty is extended by the manufacturer/Contractor;
 - f) in case of improvement of the quality or other parameters typical for the particular part/element of the equipment or a change in technology for equivalent or a better one, improvement in efficiency of the equipment and the security, in case of the withdrawal from the market by the manufacturer or suspension, termination of the production of the Object of the Contract or its components offered by the Contractor.
2. Any changes not related to the provisions of the Contract, for ex. when due to organizational reasons a change of the contact details stipulated in the contract will be necessary, or when a bank account number will be changed, the Party which was affected by the change shall inform another Party about that fact in writing.

§ 12

1. Neither this Contract nor other rights and obligations hereunder shall be assigned or otherwise transferred by one Party without prior written consent of the other Party, in particular the Contractor shall not assign or otherwise transfer the claims resulted from the Contract without prior written consent of the Purchaser.

2. The Contractor shall be obliged to obtain written consent from the Purchaser for the purpose of assigning its rights and obligations hereunder, also in case the Contractor wishes to change its legal form.
3. To all matters not settled herein the Public Procurement Law and Act of 23 April 1964, Civil Code (Polish Journal of Laws No. 16/64 item 93, as amended) shall apply.
4. Any amendments to the Contract shall be agreed by both the Purchaser and the Contractor, and prepared in writing Annex under pain of nullity.
5. Any issues that may arise from the implementation of the Contract shall be investigated by the court adequate for the domicile of the Purchaser.
6. This Contract shall be executed in two (2) counterparts, one (1) for each Party thereto.

The Purchaser

.....

The Contractor

.....

In, on 2013

I hereby approve the Contract Template.

.....

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

17) Information on legal remedies to which the Contractor shall be entitled during the Contract Award Procedure.

1. Contractors, tender participants, and other entities shall be entitled to legal remedies if they have, or had, a legal interest in winning the procurement or if they suffered, or are likely to suffer, losses in the event of a breach of the Act by the Purchaser.
2. Organizations registered by the Public Procurement Officer shall also be entitled to legal remedies with regard to public procurement notice and the specification of essential terms and conditions of the public procurement.
3. The right of appeal is available solely in the event of a breach of the Act by the Purchaser during the Contract award procedure or if the Purchaser neglects to perform an action to which it is legally obliged pursuant to the Act.
4. The appeal shall specify which action of the Purchaser is in breach with the Act or has been neglected, and shall include a concise presentation of charges, specify the demand raised, and present the factual and legal circumstances which justify the appeal.
5. The appeal shall be submitted to the Chief Officer of the National Chamber of Appeal (ul. Postępu 17a, 02-676 Warszawa) in written or electronic form, affixed, in the latter case, with the secure electronic signature verifiable by means of a valid qualified certificate.
6. The Appellant shall deliver a copy of the appeal to the Purchaser in such a manner as to enable it to examine its contents before the deadline for appeals. It shall be assumed that the Purchaser is able to examine the appeal before the deadline if the copy is submitted before the deadline for appeals through one of the means. The Appellant shall deliver a copy of the appeal to the Purchaser in such a manner as to enable it to examine its contents before the deadline for appeals. It shall be assumed that the Purchaser is able to examine the appeal before the deadline if the copy is submitted before the deadline for appeals through one of the means defined in Article 27 paragraph 2 of the Act, i.e. by fax or e-mail.
7. An appeal shall be submitted to the Chief Officer of the National Chamber of Appeals within the time-frames indicated in Article 182 of 'Public Procurement Law':
 1. within 5 days of the date on which the notification of the Purchaser's action constituting the basis for the appeal is dispatched, should the notification be sent by means specified in Article 27 paragraph 2 of the PPL, i.e. by fax or e-mail, or within 10 days should the notification be sent otherwise – in case the procurement value is lower than the amounts specified in provisions issued on the basis of Article 11 paragraph 8 of the PPL.
 2. An appeal concerning the public procurement notice, and in case the proceeding is an open tender, also concerning the specification of essential terms and conditions of the public procurement, shall be submitted within 5 days of the publication of the notice in the Public Procurement Bulletin or publication of the SETCPP on the website – in case the procurement value is lower than the amounts specified in provisions issued on the basis of Article 11 paragraph 8 of the PPL.
 3. An appeal with regard to the provisions different than those specified in paragraph 1 and 2, shall be submitted in case the procurement value is lower than the amounts specified in provisions issued on the basis of Article 11 paragraph 8 of the PPL – within 5 days of the date on which the information on the circumstances constituting the grounds for the appeal is revealed or might be revealed with due diligence.
8. The Purchaser shall deliver a copy of the appeal to other participating Contractors immediately, no later than 2 days of the receipt of the appeal, and if the appeal concerns the public procurement notice or the specification of essential conditions of the public

procurement, the copy shall also be published on the website where the public procurement notice or the specification is available, with a call upon Contractors to enter into the appeal procedure.

9. The Contractor may register its entry into the appeal procedure within 3 days of the receipt of the appeal copy, identifying the party it accedes to and the legal interest it has in a ruling in its favor. The Chief Officer of the National Chamber of Appeal shall be notified of the entry in written or electronic form, affixed, in the latter case, with the secure electronic signature verifiable by means of a valid qualified certificate. A copy shall be delivered to the Purchaser and the Appellant. The Contractors who registered into the entry procedure become the participants of the appeal procedure, if they can benefit of the appeal being settled in favor for one of the Parties.
10. The Appellant and the Contractor summoned in accordance with paragraph 17 shall subsequently not be entitled to legal remedies with regard to the actions performed by the purchaser in accordance with the judgment of the Chamber or the court or pursuant to Article 186 paragraphs 2 and 3 of the PPL.
11. The appeal procedure is subject to the provisions of the Act of 17 November 1964 on arbitration court, Civil Proceedings Code (Polish Journal of Laws No. 43 item 296, as amended), unless otherwise provided by the Public Procurement Law.
12. The Parties and Participants of the appeal procedure shall be entitled to a court complaint against the judgment of the Chamber. To the complaint procedure the provisions of the Act of 17 November 1964 on arbitration, Civil Proceedings Code, shall apply, unless otherwise provided by this Article.
13. The complaint shall be submitted to the district court having jurisdiction over the registered office or place of residence of the Purchaser through the agency of the Chief Officer of the National Chamber of Appeals within 7 days of the receipt of the judgment, with a copy of the complaint delivered to the opponent of the complaint at the same time. The deposition of complaint in a public post office is equivalent to its submission. The complaint is subject to a registration fee.
14. The complaint shall conform to the regulations prescribed for pleadings and shall identify the judgment protested, summarize and briefly justify the charges, present evidence, and plead for the repeal or partial or complete modification of the judgment. The complaint procedure shall not be subject to the extension of the repeal plea or any additional pleas.
15. Notification: The Contractor or the participant of the procurement have the right to notify the Purchaser, within the time limit specified with regard to entry into the appeal procedure, about the activity incompatible with provisions of the PPL Act, to which activity the Purchaser is obliged, to which the Purchaser is not entitled to appeal, under the Article 180 paragraph 2 of the PPL Act.
16. In case the notification is reasonable, the Purchaser shall recur the activity or perform discontinued operations, informing the contractors about it, in the way appropriate for this particular activity as specified in the Act.
17. For the action specified in the above paragraph, a party shall not be entitled to appeal with reservation of Article 180 paragraph 2 of the PPL Act.
18. Opposition: The Purchaser or the appealing party shall be entitled to report an opposition against the accession of other contractor not later than to the date of the trial opening. The Chamber shall consider the opposition, if the party reporting the opposition will prove, that the contractor does not have a legal interest in obtaining a settlement in favor of the party, to which he acceded; otherwise, the Chamber is dismissing the opposition. The Chamber can issue the decision on taking into consideration or dismissing the opposition on the closed-door hearing session. A party is not entitled to complain about this decision.

19. The Purchaser informs that the detailed regulations for legal remedies shall be provided by section 6 of the Act, i.e. Articles 179–198 (g) of the Public Procurement Law.
- 18) Description of a part of the Public Procurement, if the Purchaser allows for submitting partial bids.**
1. The Purchaser does not allow for submitting partial bids. Zamawiający nie dopuszcza składanie ofert częściowych.
- 19) Information on framework contract.**
1. The Purchaser shall not allow the execution of any framework contract.
- 20) Information on anticipated supplementary contracts referred to in Article 67 item 1 (6, 7) or Article 134 item 6 (3) of the PPL.**
1. The Purchaser does not allow an execution of any supplementary Public Procurement Contracts.
- 21) Description of the method of presenting alternative bids and of the minimum conditions that shall be met by such alternative bids, provided that the Purchaser allows for alternative bids to be submitted.**
1. The Purchaser shall not allow for submitting any alternative bids.
- 22) E-mail address or the address of the Purchaser's website due to the fact that the terms and conditions of this Tender Procedure allow for contact via electronic mail.**
1. bzp@uj.edu.pl
 2. www.uj.edu.pl <http://przetargi.adm.uj.edu.pl/oglosz.php>
- 23) Information on foreign currencies allowed for clearing financial obligations between the Purchaser and the Contractor.**
1. Any financial obligations between the Contractor and the Purchaser shall be settled in Polish zloty (PLN).
- 24) The Purchaser shall not provide for any electronic auction.**
- 25) The Purchaser do not intend to establish a dynamic purchase scheme.**
- 26) The Purchaser shall not provide for any refund of the costs related to the participation in the Procedure.**
- 27) In accordance with the SETCPP, the Purchaser demands that in the Bid the Contractor expressly identifies which part of the Object of Public Procurement shall be performed by subcontractors.**

BID FORM

The Purchaser – **Uniwersytet Jagielloński**
ul. Gołębia 24, 31 – 007 Kraków;
Unit assigned to this Tender Procedure – **Biuro Zamówień Publicznych UJ**
(Public Procurement Office) ul. Gołębia 6/2, 31 – 007 Kraków

Name (company) of the Contractor –
.....,
Registered office address –
.....,
Mailing address –
.....,
Tel. -; fax -;
E-mail:;
NIP¹⁾ -; REGON²⁾ -

With reference to the announced Open Tender for the selection of a contractor for the delivery of germanium detector for the Faculty of Physics, Astronomy and Applied Computer Science of the Jagiellonian University, ul. Reymonta 4 in Krakow, Case no: CRZP/UJ/307/2013, we hereby submit the following Bid:

- 1) we offer the performance of the entire object of the contract for the standard net price: / (in words:), and with due VAT on goods and services at the rate of%, for the gross standard price:/ (in words:),
- 2) We offer the deadline for the completion of the Public Procurement until:
- 3) We offer the payment deadline of up to 30 days, counting from the date of delivery of the invoice, respectively for requirements determined in the SETCPP,
- 4) Pursuant to Article 44 of the PPL, we declare that we meet all terms and conditions of this Tender Procedure specified in the SETCPP and are aware of the content of the Specification of Essential Terms and Conditions of the Public Procurement, and consider ourselves bound by the terms and conditions thereof, as well as by the rules of conduct and the essential terms of the contract contained therein (Contract Template),

¹⁾ NIP – Tax Identification Number

²⁾ REGON No.: Polish National Business Registry Number

- 5) We declare that we offer a warranty for the Object of the Contract for a period of months, starting from the date of the delivery,
- 6) We declare that we consider ourselves bound by this Bid for the period indicated in the Specification of Essential Terms and Conditions of the Public Procurement, that is for 30 days from the date of the opening of the Bid,
- 7) We declare that we offer the Object of Public Procurement that complies with the terms and conditions specified in the Public Procurement Law and set forth by the Purchaser in the Specification of Essential Terms and Conditions of the Public Procurement. To confirm that, we enclose a detailed technical characteristic and/or functional description, allowing verification if the equipment is in compliance with the requirements specified in the SETCPP.
- 8) The Bid consists of numbered sheets,
- 9) This Bid Form is accompanied by the following Annexes:

Annex 1: Letter of Declaration of the Contractor,

Annex 2: Contract Template (optional),

Annex 3: Calculation of the Bid Price with the technical description of the offered equipment (catalogues/brochures/etc.),

Annex 4 – declaration on material scope of elements under the Contract (actions, services and/or deliveries) that shall be performed by the Contractor's subcontractor

Other.....

In, on 2013

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

Annex No. 1 to the Bid Form

(Company Stamp of the Contractor)

LETTER OF DECLARATION

A. Upon submission of the tender in the open tender procedure for the selection of a contractor for the delivery of germanium detector for the Faculty of Physics, Astronomy and Applied Computer Science of the Jagiellonian University, ul. Reymonta 4 in Krakow, Case no: CRZP/UJ/307/2013, we declare that we satisfy the following requirements, concerning:

1. the legal powers to perform specific business or actions, if required by the law;
2. the relevant expertise and experience;
3. the technological capacity and persons capable of performing the procurement tasks;
4. the economic and financial capacity;

In, on 2013

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

B. Upon submission of the tender in the open tender procedure for the selection of a contractor for the delivery of germanium detector for the Faculty of Physics, Astronomy and Applied Computer Science of the Jagiellonian University, ul. Reymonta 4 in Krakow, Case no: CRZP/UJ/307/2013, we declare that we are in none of the situations of exclusion due to circumstances specified in Article 24 paragraph 1 of the Act of 29 January 2004 Public Procurement Law (i.e. Polish Journal of Laws of 2010 No. 113 item 759, as amended).

In, on 2013

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

C. Moreover, we declare that we are in none of the situations of exclusion due to circumstances specified in Article 24 paragraph 2 point 5 of the Public Procurement Law Act, which means that:

I. We do not belong to the same capital group, as specified in Article 4 paragraph 14 of the Act from 16th February 2007 of the Protection of Competition *and* Consumers (Polish Journal of Laws 2007 No 50 item 331, as amended). *

In, on 2013

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

II. We belong to the same capital group, as specified in Article 4 paragraph 14 of the Act from 16th February 2007 of The Protection of Competition *and* Consumers (Polish Journal of Laws 2007 No 50 item 331, as amended). Despite the fact of belonging to the above mentioned capital group, as proof of what we enclose the list of the entities belonging to the group to this declaration, and the fact of submitting of a separate tender by us in this public procurement procedure, existing between us connections do not lead to violation of the fair competition among the Contractors participating in this procedure.*

In, on 2013

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

****delete where inapplicable***

Annex No. 2 to the Bid Form

(Company Stamp of the Contractor)

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

In, on 2013

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

Annex No. 3 to the Bid Form

(Company Stamp of the Contractor)

Annex No. 3 contains the detailed technical description of the offered equipment and calculation of the Lump Sum Price of the Bid.

In, on 2013

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

Annex No. 4 to the Bid Form

(Company Stamp of the Contractor)

This Annex contains the Material Scope of elements under the Contract (actions, services and / or deliveries) that shall be performed by the Contractor's subcontractor (or subcontractors), and an optional (non-obligatory) list of their names (companies), addresses, and telephone numbers.

This Annex is mandatory only in the event that the Contractor announces the employment of subcontractors.

In, on 2013

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

