

Legal grounds

Public procurement procedure is conducted according to the following act: Act of 29 January 2004 – Public Procurement Law (Official Journal of 2019, item 1843, as amended), hereinafter referred to as „PPL“.

TERMS OF REFERENCE FOR:

the delivery of device for encapsulation of laser casings

Common Procurement Vocabulary (CPV) 31720000-9

The public procurement procedure (contract award) is conducted as an open tender with the contract value not exceeding the amount specified in provisions issued based on art. 11, para. 8 of PPL.

I. Name and address (registered office) of Contracting Entity:

Łukasiewicz Research Network – Institute of Electron Technology

02-668 Warsaw, 32/46 Lotników Av.

website: <http://www.ite.waw.pl/en/about-the-institute/misja/>

II. Contract award procedure:

The procurement procedure is conducted as an open tender under Art. 39 et seq. of the PPL Act.

III. Description of the subject-matter of the contract and Contracting Entity requirements:

1. The subject-matter of the contract is **the delivery and testing of a brand new device for encapsulation of laser casings with the warranty and service support, documentation and training**, hereinafter referred to as **“the device”**.
2. The requirements and technical parameters of the subject-matter of the contract are specified in **Appendix 1 to the Terms of Reference (ToR)**.
3. The Contractor is required to provide the features of the device offered in order to identify it according to the Table placed in Appendix 1 to the ToR.
4. The subject-matter offered shall comply with the detailed description of the subject-matter of the contract and meet the included requirements. Failure to meet at least one of the minimum required parameters results in rejection of an offer pursuant to art. 89, para. 1 (2) of PPL.
5. If any markings or parameters indicating a specific manufacturer, specific product or trademarks, patents or origin have been used to describe the subject-matter of the contract, the Contracting Entity allows the use of equivalent products, which means products with parameters not worse than those described in the subject-matter description.
6. If any standards, European technical assessments, approvals, technical specifications and technical reference systems have been used to describe the subject-matter of the contract, the Contracting Entity allows the solutions equivalent to those described.
7. The Contractor submitting an offer for equivalent products shall include a detailed description of the products offered, confirming the compliance with the terms of equivalence. The Contractor is in charge for indicating the equivalence of the offered subject of the contract.

IV. Submitting partial and variant offers:

1. The Contracting Entity does not allow the submission of a partial offer.
2. The Contracting Entity does not allow the submission of a variant offer.
3. The Contracting Entity does not provide for using an electronic auction.
4. The Contracting Entity does not provide for organizing a local vision.
5. The Contracting Entity does not provide for contracts referred to in art. 67 para. 1 (7).

V. Contract completion date:

Contract completion date – maximum **up to 22 weeks** from the date of conclusion the Contract.

VI. Criteria for participation in the procedure:

1. Contractors who can apply for the contract shall:
 - 1) **not be excluded**
 - 2) **meet the conditions for participation in the procedure regarding:**
 - a) **competences or authorizations to conduct specific professional activities, provided that it results from separate provisions:**
The Contracting Entity does not impose any conditions in this regard
 - b) **economic or financial situation:**
The Contracting Entity does not impose any conditions in this regard
 - c) **technical or professional ability:**
The Contracting Entity does not impose any conditions in this regard
2. The Contracting Entity will exclude the Contractor if the obligatory circumstances referred to in art. 24 para.1 point 12-23 of PPL arise.
3. Additionally, the Contracting Entity will exclude the Contractor if the circumstances referred to in art. 24, para.5, point 1 of the PPL Act arise, i.e.:
 - a) that is subject to open liquidation, in the arrangement approved by the court in the restructuring proceedings provides satisfaction for the creditors by the liquidation of the contractor's assets or the court ordered the liquidation of its assets pursuant to art. 332, paragraph 1 of the Act of 15 May 2015 – Restructuring Law (consolidated text Official Journal 2019, item 243) or whose bankruptcy was declared, except for the contractor who after the declaration of bankruptcy has entered into an arrangement approved by a final court decision, if the arrangement does not provide for satisfaction of the creditors by the liquidation of the assets of the bankrupt, unless the court ordered the liquidation of the creditor's assets pursuant to art. 366, paragraph 1 of the Act of 28 February 2003 – Bankruptcy Law (consolidated text Official Journal 2019, item 498 as amended);
4. In order to prove lack of grounds for exclusion, the Contractor shall submit together with the offer a statement constituting **Appendix No 2 to the ToR** within the scope indicated by the Contracting Entity. The information contained in the statement will constitute preliminary confirmation that the Contractor is not subject to exclusion.
In the case of Contractors jointly applying for the contract (consortium, partners of a civil law partnership), a statement shall submit each of the Contractors jointly applying for the order.
5. In order to confirm compliance with the criteria for participation in the procedure, the Contractor shall submit together with the offer a statement constituting **Appendix No 3 to the ToR** within the scope indicated by the Contracting Entity. The information contained in the statement will constitute preliminary confirmation that the Contractor is not subject to exclusion.
In the case of Contractors jointly applying for the contract (consortium, partners of a civil law partnership), a statement shall submit each of the Contractors jointly applying for the order.
6. The Contractor may, to confirm meeting the criteria, referred to in Section VI paragraph 1 item 2) letter c), in relevant cases, rely on technical or professional capacity of other entities, regardless of the legal nature of their legal relations.

7. The Contractor who relies on the capabilities of other entities, must prove to the Contracting Entity that, when implementing the contract, the contractor will have the necessary resources of these entities, in particular by presenting the declaration of those entities to make available to the contractor the necessary resources for the purposes of the contract. The declaration shall be submitted with the offer. However, this entity is not obliged to implement the contract.
8. The Contractor who relies on the capabilities of other entities, place information about these entities in statements referred to in item 4 and 5 in the terms as it refers to their resources in accordance with art. 25 a, paragraph 3 of the PPL Act.
9. If the technical and professional capabilities referred to in previous point 6 do not confirm meeting the criteria for participation in the procurement procedure or any grounds for their exclusion arise, the Contracting Entity will call that the Contractor within the time limit specified by the Contracting Entity:
 - replace this entity with another entity or entities, or
 - bind itself to personally perform relevant part of the contract if the contractor presents technical or professional capabilities referred to in previous point 6.
10. If it is necessary to ensure the proper conduct of the contract award procedure, the Contracting Entity may at any stage of the procedure call upon Contractors to submit all or some statements or documents confirming that they are not subject to exclusion, meet the criteria for participation in the procedure or selection criteria, and if there are reasonable grounds to believe that the previously submitted statements or documents are no longer valid, submitting up-to-date statements or documents.
11. Pursuant to art. 24aa of PPL, the Contracting Entity will first assess the offers and then check whether the Contractor whose bid has been assessed as the most favorable is not subject to exclusion and meets the criteria for participation in procedure.
12. **Within 3 days** from the date of posting on the website the information referred to in art. 86, paragraph 5 of PPL, the Contractor provides the contracting entity with a statement of belonging or not belonging to the same capital group as referred to in art. 24, paragraph 1, point 23 of the PPL Act. Together with the submission of the statement, the contractor may provide evidence that the connections with another contractor do not lead to a distortion of competition in the procurement procedure. The statement form is in the **Appendix 5 to the ToR**.
13. Before awarding the contract, the Contracting Entity will call the Contractor with the highest assessment to submit within a specified time limit, not shorter than 5 days, valid as at the date of submitting, statements or documents confirming the circumstances referred to in art. 25, paragraph 1 of PPL, specified in section VII of the ToR.
14. In the case that the offer submitted by the Contractor relying on the resources of a third party is considered the most advantageous, this entity is obliged, upon request of the Contracting Entity to submit the documents indicated in Section VII.

VII. List of statements and documents:

1. In order to prove lack of grounds for exclusion, the contractor is obligated to submit the following – at the request of Contracting Entity:

- a) an excerpt from the relevant register or from the central register and information on business activity, if separate provisions require an entry in the register, to confirm the absence of grounds for exclusion pursuant to art. 24, para. 5, item 1 of the PPL Act.
- b) Contractor's statement that he has not been awarded a preventive measure against him from applying for a public contract
- c) Contractor's statement that he was not or is not subject of any final court judgment or final administrative decision regarding late payment of taxes, fees or social security or health insurance contributions, or – in the case of such a judgment or decision – documents confirming the payment of these debts together with any interest or fines or concluding a binding agreement on the repayment of these debts,

2. **If the Contractor has its registered office or place of residence outside the territory of the Republic of Poland, instead of the documents referred to in point 1 a),** the contractor submits a document or documents issued in the country in which the Contractor has its registered office or place of residence confirming his not being subject of any liquidation, bankruptcy or similar proceedings, issued not earlier than 6 months before the expiry for the time limit for submission of the tenders.
3. If in the country where the Contractor has its registered office or place of residence or the person to whom the document relates has its place of residence the documents referred in point 1 a) are not issued, they are replaced by a document containing the Contractor's statement, indicating the person or persons authorized to represent it or a statement of the person to whom the document was relates, made before a notary public or before a judicial, administrative or professional or economic self-government body competent for the registered office or place of residence of the Contractor or the place of residence of that person.

Evaluation of the above requirements will be performed according to the rule: "fulfill - not fulfill", on the basis of submitted statements, documents required by Contracting Entity.

The Contractors may jointly apply for the contract award, in such case appoint a representative to represent them in the public procurement procedure or to represent them in the procedure and to conclude the public procurement contract. The provisions regarding the Contractor apply to the contractors jointly applying for the public procurement contract accordingly. In case of submission a tender by the Contractors jointly apply for the contract award, the Contractor shall submit, in the form of an original or a notary certified copy, the power of attorney to represent in the Contract award procedure or in the procedure and conclusion of a public procurement contract.

VIII. Information on communication between the Contracting Entity and Contractors and the provision of declarations or documents, as well as an appointment of the contact persons:

1. The procedure is conducted in Polish and English. All statements and notifications will be made in Polish or English. The Contract will be made in Polish and English. The Contracting Entity conducts proceedings in two languages in accordance with art. 9 paragraph 4 of the Public Procurement Law, due to the possibility of expanding the group of contractors and due to the specialized subject of the contract.
2. In connection with the PPO recommendation regarding **electronic communication in the epidemic risk period, the Contracting Entity allows communication using electronic means of communication.**
3. The communication between the Contracting Entity and the Contractors, is carried out, according with the Contractor's choice
 - a) via the postal operator within the meaning of the Act of 23 November 2012 - Postal Law (consolidated text Official Journal 2018, item. 2188), personally, via messenger or using electronic means of communication within the meaning of the Act of 18 July 2002 on the provision of electronic services (consolidated text Official Journal Of 2019, item 123).
 - b) is carried out using commerce platform: <https://platformazakupowa.pl/pn/ite> and electronic mail: urbanski@ite.waw.pl, including that **the offer together with attachments (as well as a statement about the change or withdrawal of the offer) can only be submitted via above mentioned platform** and via the "Send message" form on the page of the proceedings. After completing the Offer submission form and loading all required attachments, click "Go to the summary" button. The Contracting Entity indicates the rules

for Contractors of the abovementioned platforms https://drive.google.com/file/d/1ZK5Jg_eWiBJKY6PMvvyoncMOaL05YpVm7/view and the regulations of the platform <https://platformazakupowa.pl/strona/1-regulamin> More information in this regard in section 5 below

4. When choosing a purchasing platform:
- a) The offer submitted electronically must be signed by a qualified electronic signature. In the process of submitting an offer via the platform, the Contractor should sign the offer document, sent via the Platform. **Signing on the platform at the summary stage is optional.**
 - b) In the procurement procedure, communication between the Contracting Entity and the Contractors, in particular, submitting declarations, statement, applications (other than those indicated in point 1), notifications and transmitting information shall be done electronically via platformazakupowa.pl (hereinafter called as Platform) on the web site platformazakupowa.pl/pn/ite and “*Send message*” form or via electronic mail. In all correspondence related to this procedure, the Contracting Entity and Contractors shall use the contract notice number or procedure identification number attributed by the Contracting Entity.
 - c) The date of submitting the offer is the date of its submission in the system (platform) in the second step of submitting the offer by clicking the "Place an offer" button and displays the message that the offer has been encrypted and submitted.
 - d) Detailed instructions for Contractors regarding submitting, changing and withdrawing the offer is available on the website at:
https://docs.google.com/document/d/13RlnCzQQ9dpWCuE4iwP6BwjL_UZXEd2Ei7NZ5h3bL-E/edit
 - e) The maximum size of files sent via forms dedicated for: submitting, changing, withdrawing an offer or application and for communication is 100 MB for each attached file.
 - f) The offer and other statements and documents submitted by the Contractor in the procedure should be made in electronic form in one of the following data formats: .txt .pdf, .doc, .docx, .rtf, .xps, .odt.
 - g) The offer (bid), powers of attorney should be submitted electronically, signed with a qualified electronic signature.
 - h) The offer should be drawn up and submitted in Polish or English. Documents submitted in languages other than Polish or English shall be accompanied by translations. If the Contractor indicates that any statements or documents in electronic form are available at specified Internet addresses of publicly available and free databases, the Contracting Entity may request the Contractor to provide a Polish or English translation of the statements or documents downloaded.
 - i) If the original of the document or declaration or statement referred to in art. 25, paragraph 1 of PPL, or other documents or statements submitted in the procurement procedure, were not drawn up in the form of an electronic document, the contractor may prepare and provide an electronic copy of the document or statement held.
 - j) In case of providing an electronic form of a document or declaration or statement by the contractor, a qualified electronic signature placed by the contractor or by the entity on whose abilities or standing the contractor relies on the principles set out in Article 22a of the Act, or by a subcontractor, is tantamount to certification of being a true copy of an electronic copy of the document or declaration or statement.
 - k) The certification of being a true copy shall be made by the contractor, entity on whose abilities or standing the contractor relies, contractors jointly applying for the public contract award or subcontractor, accordingly, in the scope of documents that apply to each of them.
 - l) Before the deadline for submitting offers, the Contractor may change or withdraw the offer (bid) via platformazakupowa.pl. The method of change and withdrawal of offers has been described in the User Manual available at

https://docs.google.com/document/d/13RlnCzQQ9dpWCuE4iwP6Bwjl_UZXEd2Ei7NZ5h3bL-E/edit

- m) After the deadline for submission of bids, the contractor cannot effectively change or withdraw the submitted offer.
 - n) All information constituting a trade secret within the meaning of the Act of 16 April 1993 on combating unfair competition, which the Contractor reserves as a trade secret, should be submitted on platform in the form and specified place to attach part of the offer which is the trade secret.
5. Communication between the Contracting Entity and Contractors (not applicable to the submission of bids):
- a) In the procurement procedure, communication between the Contracting Entity and the Contractors, in particular, submitting declarations, statement, applications (other than those indicated in point 1), notifications and transmitting information shall be done electronically via platformazakupowa.pl (hereinafter called as Platform) on the web site platformazakupowa.pl/pn/ite and "Send message" form or via electronic mail. In all correspondence related to this procedure, the Contracting Entity and Contractors shall use the contract notice number or procedure identification number attributed by the Contracting Entity.
 - b) The Contracting Entity designates the following persons to contact with Contractors: Mr Michał Urbański , email: urbanski@ite.waw.pl
 - c) The Contracting Entity will provide Contractors with electronic information via the Platform. Information regarding the answers to the questions, changing terms of reference, changing the deadline for submitting and opening the tenders will be placed by the Contracting Entity on the platform in the "Messages" section.
 - d) Electronic document, statements or their electronic copies are to be submitted by the Contractor via Platform using *Send message* button as appendices. The Contractor also allows submitting electronic documents, statements or their electronic copies by electronic mail to the e-mail address indicated in point b) above. The way of preparing electronic documents, statements or their electronic copies shall comply with the requirements set out in the Regulation of the Prime Minister of 27 June 2017 *on the use of electronic means of communication in public procurement procedure and the sharing and storage of electronic documents* and the Regulation of the Minister of Development of 26 July 2016 *on the types of documents that the contracting entity may request from the contractor in the procurement procedure*.
 - e) The Contractor, by entering this public procurement procedure:
 - accepts the terms of use of the Purchasing Platform specified in the Regulations posted on the website at the "Regulations" tab and considers it binding,
 - he has read and applies to the Instruction for the submission of offers / applications available at https://docs.google.com/document/d/13RlnCzQQ9dpWCuE4iwP6Bwjl_UZXEd2Ei7NZ5h3bL-E/edit
 - f) The Contracting Entity informs that the instructions for using the Purchasing Platform especially regarding logging in, submitting application to clarify the content of the Terms of Reference, submitting offers and other activities undertaken in this proceeding using the Purchasing Platform can be found in the "Instructions for Contractors" tab on the website at

6. All statements, notifications also the contract will be made in Polish or English.
7. The Contracting Entity indicates the following e-mail address: urbanski@ite.waw.pl to communicate with the Contractors.
8. If the Contracting Entity or the Contractor provide notifications, statements, requests and information using electronic means of communication within the meaning of the Act of 18 July 2002 on the provision of electronic services, either party at the request of the other party shall acknowledge the receipt immediately.
9. In the correspondence addressed to the Contracting Entity, the Contractor should use the case number specified in the ToR.
10. The Contracting Entity does not provide for convening a meeting of the Contractors.
11. From the Contracting Entity site, the person authorized to contact the Contractors is Mr Michał Urbański, email: urbanski@ite.waw.pl

IX. Bid security requirements: is not required

X. Offer validity:

The offer is valid for: 30 days from the date of submission of tenders. The offer validity period begins with the tender submission deadline.

XI. Description of offer preparation:

1. The offer should be presented in writing form or in electronic form using commerce platform according to the offer form (**Appendix No. 4** to the ToR] and must include in particular:
 - a) the exact name and address of the Contractor,
 - b) date of the offer,
 - c) price – allows presenting the price presenting in PLN, EUR, USD or GBP. In the case of submission of the tenders in EUR, USD or GBP, for comparison the tenders, the price will be exchanged to Polish zlotys PLN according to selling exchange rate of the National Bank of Poland dated on the day before of opening of the tenders.
2. Together with the offer the contractor is allowed to submit:
 - a) filled and signed **Appendix No. 1** to the ToR,
 - b) filled and signed **Appendix No. 2** to the ToR
 - c) filled and signed **Appendix No. 3** to the ToR
3. The offer and appendices shall be made in Polish or English. The documents making up the offer prepared in a language other than Polish or English should be submitted together with a translation into Polish or English, together with the statement by the Contractor.

In case of doubt, it is considered that the Polish or English version is binding.

4. The offer and appendices shall be signed by a person authorized to represent the Contractor. The authorization to sign the offer shall be attached to the offer if it does not result from other documents attached by the Contractor.
5. If the person/persons signing the offer act on the basis of a power of attorney, the power of attorney must clearly indicate the right to sign the offer. The power of attorney shall be submitted in the original or a copy certified by a notary.
6. The contractor may submit only one offer.
7. The Contracting Entity does not provide for reimbursement of the costs of submitting the offer.
8. The offer and all documents, statements, declarations and certificates submitted in the course of the procedure are public and subject to disclosure in accordance with art. 96, paragraph 3, of the PPL act, except for information being a trade secret within the meaning of the art. 11 para. 2 of the Act of 16 April 1993 on combating unfair competition (Official Journal of 2003, No. 153, item 1503, as amended). If the Contractor considers that the information presented in the offer contains trade secret, he should stipulate with regard to this information that it cannot be publicly disclosed and demonstrate that the reserved information constitutes trade secret. This information should be placed in a separate, marked envelope or other marked packaging. The Contracting Entity is not responsible for disclosing information about which the Contractor has not taken the actions referred to in this point, as well as information in relation to which the obligation to disclose results from legal provisions, court judgments or decisions of administrative bodies, regardless of the Contractor's actions referred to in this point.
9. The principle of disclosure referred to in point 8 applies to all personal data, except for the data referred to in art. 9, para. 1 of Regulation (EU) 2016/679 of the European Parliament and of the Council collected in the course of the public procurement procedure.
10. From the day of completion of the contract award procedure, if the request referred to in art. 18, para. 1 of Regulation (EU) 2016/679 of the European Parliament and of the Council will limit the processing of personal data contained in the report and appendices thereto, the contracting entity does not provide this data contained in the report and in appendices thereto, unless the conditions referred to in art. 18, para. 2 of Regulation 2016/679 arise.

XII. Place and date of opening offers:

1. The offer should be submitted in writing at the site of the Contracting Entity in Warsaw at Al. Lotników 32/46, building No. VI, room 4, **by 10⁰⁰ am, on 05.06.2020** (in working days from 9 am till 2 pm) or via the purchasing platform indicated in the documentation.
2. The Contracting Entity shall immediately return an offer that was submitted after the deadline.
3. The offers must be submitted in non-transparent and closed envelopes or packages. The envelope or package must include full name and address of the contractor as well as must be addressed as follows: Łukasiewicz Research Network – Institute of Electron Technology, 32/46 Lotników Av., 02-668 Warsaw. Building No VI, room 4. Offer for **the delivery of device for encapsulation of laser casings** – do not open before 10:15am, on **05.06.2020**
4. Offers will be opened on **05.06.2020** at **10.15** in the registered office of the Contracting Entity in Warsaw, 32/46 Lotników Avenue in building VI, room no 214.
5. Immediately after opening the offers, the Contracting Entity will post on the website <http://www.ite.waw.pl/aktualnosci/zamowienia-publiczne/> and on platformazakupowa.pl in the Messages section on the proceedings website information on:

- amount the Contracting Entity intends to spend on the contract;
- companies and addresses of Contractors who submitted offers on time;
- price, contract completion date, warranty period and payment terms contained in the offers.

XIII. Price calculation:

1. The gross price of the offer given in PLN, EUR, USD or GBP must include all costs that the contractor must bear in order to lawfully implement the subject of the contract specified in these ToR, including:
 - a) the price of the device (machine) described in point III of the ToR,
 - b) device testing,
 - c) transport (delivery conditions: organization and costs of loading, transport to the place indicated by the Contracting Entity, insurance of delivery are the responsibility of the Contractor along with the risk of loss or damage to the subject of the contract),
 - d) warranty period,
 - e) post-warranty service
 - f) technical support,
 - g) training of the Contracting Entity's employees,
 - h) software licenses
 - i) other services as far as they are necessary to perform the subject of the contract.
2. The contractor must provide the offer price in accordance with the offer form, i.e. divided into net price, VAT and gross price of the total order.
3. If the contractor makes an offer, the choice of which would lead to taxation in accordance with the provisions on value added tax, the Contracting Entity, in order to assess such an offer, adds to the price presented in the offer the value added tax which the Contracting Entity would be obliged to settle in accordance with these provisions.
4. The Contractor, by submitting an offer, informs the Contracting Entity whether the selection of the offer will lead to a tax obligation for the Contracting Entity, indicating the name (type) of goods or services whose delivery or provision will lead to this obligation and indicating their value without tax.
5. The Contractor may make changes, corrections, modifications and supplements to the submitted offer, provided that the Contracting Entity receives written notice to amend before the deadline for submission of offers. Notification of changes must be submitted in accordance with the same rules as the offer submitted, i.e. in an envelope marked with the word "CHANGE". Envelopes marked in this way will be opened together with the offer of the Contractor who made the changes and after confirming the correctness of the procedure of making changes, they will be attached to the offer.
6. The Contractor has the right before the submission deadline to withdraw from the proceedings by submitting written notice, according to the rules set out in above point 6. The envelope

should be marked "WITHDRAWAL". Envelopes marked in this way will be opened in the first place after the confirmation of the correctness of the proceedings of the Contractor. Withdrawn envelopes will not be opened.

7. Information from points 6 and 7 above regarding the offer submitted in paper form, recommendations regarding the electronic form are described in Section VIII point 4.
8. Any incorrect markings of the envelope/offer are charge by the Contractor. The Contractor shall not be entitled to any claims against the Contracting Entity in this respect.

XIV. Selection criteria, their weights and method of offer assessment:

The most advantageous offer will be the one with the best balance of points in the following criterion:

- Price Weight: 100%

Within price criterion, the evaluation will take place according to the following rules:

Price Criterion: the number of points in the price criterion will be calculated according to the formula:

$$P_n = (C_{\min} / C_n) \times 100$$

where:

- P_n - number of points in the price criterion
- C_{\min} - the lowest price of the valid offers
- C_n - the price of the assessed offer.

In the Price criterion: one can get a maximum of 100 points.

XV. Information on formalities to be completed after selecting the offer in order to conclude the public procurement contract:

The Contract with the Contractor whose offer is selected will be signed in accordance with art. 94 of PPL.

XVI. A proposal of Contract is in the Appendix 6 to the ToR.

XVII. Requirements for the proper contract performance: The contracting entity does not require any performance guarantee.

XVIII. Procedure for providing explanations about the ToR:

1. The Contractor may request the Contracting Entity to clarify the content of the ToR.
2. Questions should be directed to the Contracting Entity's address in accordance with the form specified in Section VIII of the ToR.
3. If the request for clarification of the ToR content is received by the Contracting Entity no later than by the end of the day on which half of the deadline for submitting offers expires, the Contracting Entity shall provide explanations immediately, but not later than 2 days before the deadline for submitting offers. Otherwise or if the request relates to the explanations given, the Contracting Entity may provide explanations or leave the application without consideration. The Contracting Entity will post explanations on the website <http://www.ite.waw.pl/aktualnosci/zamowienia-publiczne/> and on platformazakupowa.pl in the Messages section on the proceedings website.

XIX. Information about legal protection measures available to the contractor:

1. In the contract award procedure are entitled to legal protection measures provided in Section VI regulations of PPL – an appeal to the National Chamber of Commerce and complaint to the district court lodged in the way and terms specified in the PPL act. Legal protection measures specified in above mentioned provisions are granted to Contractors, as well as to other persons if they have or had interest in being awarded the contract and suffered or may suffer a damage as a result of the violation of the provisions of the PPL Act by the Contracting Entity.
2. The appeal should be lodged within 5 days from the date of sending the information on the Contracting Entity's action constituting the basis for lodging the appeal, if used information referred in Article 180 paragraph 5, second sentence of the PPL Act, or within 10 days – in other cases.
3. The appeal against the contract notice, also against the specification of essential terms of contract shall be lodged within 5 days from the day on which the contract notice was placed in the Public Procurement Bulletin or publication of the terms of reference on the website.
4. Appeal against actions other than above specified shall be lodged within 5 days from the date on which one have become or with due diligence may have become aware of the circumstances constituting the basis thereof.
5. If the Contracting Entity failed to dispatch to the Contractor a notice of selection of the best tender, the appeal shall be lodged not later than within:
 - a. 15 days from the date on which the contract award notice was placed in the Public Procurement Bulletin
 - b. 1 month from the conclusion of contract, if the contracting authority failed to place contract award notice in the Public Procurement Bulletin

XX. The advance payment

The contracting entity provides for the advance payment on the following terms (detailed rules in the Contract proposal):

- 1) The Contracting Entity provides the Contractor with an advance payment in the amount of 80% of the gross value of the contract.
- 2) The advance payment will be granted within 30 days based on the VAT invoice and after the submission of the original advance payment security by the Contractor for the amount of the advance.
- 3) The security is to cover a period from at least the date of submission of the VAT invoice covering it until the end of the contract period.
- 4) The advance is counted towards the Contractor's remuneration.
- 5) The advance security may be lodged **only in the irrevocable and unconditional form of a bank guarantee** with the payment clause "on first demand".
- 6) Advance payment security document is returned by the Contracting Entity after paying the Contractor the remaining remuneration.
- 7) The contractor is obliged to ensure the advance payment security to be valid and enforceable until the end of the contract.

- 8) If in the conditions of the advance payment security provided by the Contractor the expiry date is given and the Contractor fails to extend the advance security at least 3 working days before that date, the Contracting Entity shall be entitled to implement the security and from the funds obtained to establish the advance security. This type of security shall be kept by the Contracting Entity on the interest-bearing bank account and returned within 14 business days after the final settlement of the advance payment together with interest resulting from the bank account agreement on which it was stored, reduced by the cost of maintaining this account and the bank commission for transferring money to the contractor's bank account.
- 9) If the contract is terminated, the Contracting Entity shall use the security in such a way that the security amount is taken.

XXI. Other:

1. For matters not regulated in the ToR, the provisions of PPL apply.
2. To natural persons:

In accordance with art. 13, para. 1 and 2 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC (General Regulation on data protection) (Official Journal of the EU L 119 of 04/05/2016, p. 1), hereinafter "GDPR", I inform you that:

- the personal data controller is the Contracting Entity (*contact details above*);
- contact with the personal data protection officer: iod@ite.waw.pl
- personal data will be processed on the basis of art. 6, para. 1 (c) of GDPR for the purpose related to public procurement procedure;
- persons or entities to whom documentation of procedure will be made available based on art. 8, 8a and art. 96, para. 3, 3a and 3b of PPL will be recipients of personal data;
- personal data will be stored in accordance with art. 97 paragraph 1, 1a and 1b of PPL for a period of 4 years from the date of termination of the contract award procedure, and if the duration of the contract exceeds 4 years, the storage period covers the entire duration of the contract;
- the obligation to provide personal data directly related to you is a statutory requirement specified in the provisions of PPL related to participation in the public procurement procedure; the consequences of not providing specific data result from PPL;
- scope of data processing: name and surname;
- with regard to your personal data, decisions will not be taken in an automated manner according to art. 22 of GDPR;
- you have the right to:
 - based on art. 15 of GDPR, the right to access your personal data regarding your person;
 - based on art. 16 of GDPR, the right to rectify your personal data*;
 - based on art. 18 GDPR, the right to request the controller to limit the processing of personal data, subject to the cases referred to in art. 18, para. 2 of GDPR**;
 - the right to lodge a complaint to the President of the Office for Personal Data Protection, if you think that the processing of your personal data violates the provisions of the GDPR;
- you are not entitled to:
 - under art. 17, para. 3 (b), (d) or (e) of GDPR the right to delete personal data;

- the right to transfer personal data referred to in art. 20 of GDPR;
- based on art. 21 of GDPR, the right to object to the processing of personal data, because the legal basis for the processing of your personal data is art. 6, para. 1 (c) of GDPR.

** The exercise of the right to rectification may not result in a change in the outcome of the procedure for the award of a public contract or a change in the provisions of the contract to a non-compliant extent with the Public Procurement Law and may not violate the integrity of the report and its appendices – reservation under art. 8a, paragraph 3 of PPL.*

*** The right to limit processing does not apply to storage, in order to ensure the use of legal protection measures or to protect the rights of another natural or legal person, or due to important reasons of public interest of the European Union or a Member State – reservation under art. 8A, paragraph 4 of PPL.*

Appendices:

- 1) Appendix 1 - Requirements and technical parameters of the subject-matter of the contract.
- 2) Appendix 2 - Contractor's statement– model
- 1) Appendix 3 - Contractor's statement – model
- 2) Appendix 4 - Bid Form – model.
- 3) Appendix 5 - Statement of belonging to a capital group – model.
- 4) Appendix 6 – Contract – model

Contractor:

Date:

.....

Requirements and technical parameters of the device for encapsulation of laser casings

No.	Name of parameter	Requirement	Column filled out by tender participant
1	2	3	4
1.	Device Type	A system for encapsulation of housings of optoelectronic devices by electric welding with the "seam sealing" method	confirm
2.	Year of production	2019/2020	confirm
3.	Country of device manufacturer		specify
4.	Device manufacturer		specify
5.	Device	Brand new, not used	confirm
6.	General requirements	The system is designed to seal the housings of optoelectronic devices in a controlled atmosphere of inert gas. Earlier desorption of water molecules from the surface of the enclosed elements is necessary	confirm
7.	Process type	Sealing of housings in an inert gas environment (N ₂ , Ar or Xe) with controlled temperature and clamping force	confirm
8.	Overall design	System elements: seam sealer, glovebox, vacuum oven, pass thru interlock chamber must be integrated. The seam sealer is controlled by PC or microcontroller	confirm
9.	Seam sealer	a) The seam sealer must ensure electrical seam sealing method of housings (packages)	confirm
		b) The seam sealer must be able to electrically seam seal housings of optoelectronic devices with rectangular and circular shape. The system must be able to seam seal housings with minimal dimension from at least 1,5cmx1,5cm to at least 12cmx12 cm	confirm
		c) The seam sealer must be fully automatic e.g. controlled by a microprocessor or computer	confirm
		d) The seam sealer must be powered	confirm

		by a single and/or 3 phase voltage (230V±10V for every phase)	
		e) The seam sealer's sealing force must be regulated in the range from not more than 1000 g to at least 2000 g	confirm
		f) The seam sealer must be equipped with servomotors or step motors with position accuracy of better than 30 µm (≤30µm)	confirm
		g) The seam sealer must control the mechanical force during sealing automatically	confirm
		h) The temperature of a housing during sealing must not reach higher than 100°C	confirm
		i) The working electrodes must be user exchangeable	confirm
		j) The seam sealer must have a display with process parameters interface	confirm
		k) The software must allow a user to record parameters and/or other data necessary for seam sealer operation	confirm
10.	Glovebox	a) The glovebox must large enough to fit the seam sealer, but external dimensions of the glovebox can't exceed: length 200 cm, width 100 cm, height 200 cm	confirm
		b) The glovebox must be equipped with 2 open ports for dedicated gloves attachment	confirm
		c) The glovebox must be mounted on a base which is ergonomic for the user	confirm
		d) The glovebox body must be constructed out of stainless steel	confirm
		e) The glovebox must be equipped with a safe glass window to allow full inside visibility for an operator	confirm
		f) The glovebox must be equipped with a regulator for gas inlet and overpressure relief valve	confirm
		g) The glovebox must have dedicated space for humidity and oxygen sensor installation	confirm
		h) The glovebox must be equipped with gas inlet and outlet	confirm
11.	Vacuum oven	a) The oven's internal dimensions: min. 15 cm x 15 cm x 15 cm, max: 40 cm x 40 cm x 40 cm	confirm
		b) The oven must have doors on opposite sides	confirm
		c) Minimum bake-out temperature must be 110°C with accuracy of regulation at least +/- 10°C	confirm
		d) The oven must have an automatic or manual inert gas valve for bake-	confirm

		out	
		e) The oven must be integrated with the glovebox	confirm
		f) The oven must have a vacuum pump allowing to achieve at least 100 mTr, synchronized with an inert gas flush-through during bake-out	confirm
		g) There should be a manometer in oven's chamber	confirm
		h) The oven must have overheating prevention system shutting the power off if temperature set is surpassed by 10° C	confirm
12.	Pass-thru interlock chamber	a) The pass-thru chamber must have tightly sealable doors on opposite sides	confirm
		b) The chamber must have inert gas inlet/outlet valves	confirm
		c) The pass-thru chamber must be fully integrated with the glovebox	confirm
13.	Inert gas line	a) The inert gas line must have a manual cut-off valve	confirm
		b) The inert gas line must have a regulator or a flow valve	confirm
14.	Security	a) The system must fulfill EU technological requirements (CE)	confirm
		b) The system must be delivered with all necessary security units to allow operation in safe conditions both for equipment and operator	confirm
15.	Performance characteristics	a) The vacuum oven heating time to 150 °C cannot exceed 120 min.	confirm
16.	Documentation	The contractor provides the user and service documentation in paper and electronic version	confirm
17.	Delivery, training	a) Test of the system and acceptance of functionality must be carried out in the manufacturer's or customer's location according to the acceptance protocol based on chapter 19 of the current Table (Acceptance Test)	confirm
		b) User training must be performed at manufacturer's location or remote online form. The training program must include: -the system service -change of operation procedures -data processing and storage -the system basic maintenance The training must be performed within 3 month after delivery at customer's location	confirm
18.	Warranty	a) The system warranty must be valid for at least 12 month	specify
		b) The beyond-warranty service, technical support, availability of spare parts – at least 5 years from the moment of signing of	confirm

		acceptance protocol without objections	
19.	Acceptance test	a) Test of correct operation and functionality of every part of purchased system including parameters and processes	confirm
		b) Test of correct operation of heating cycle, seam seal operation of HHL housings and their unloading	confirm
		c) Security test: <ul style="list-style-type: none"> • Temperature • Pressure 	confirm

.....
signature of the person/persons authorized
to represent the Contractor

Contractor:

Date:

.....
.....

Contractor's statement

submitted on a base of the Article 25a paragraph 1 of the Act of the Public Procurement Law of January 29, 2004 (hereinafter: PPL Act),

CONCERNING ABSENCE OF GROUNDS FOR EXCLUSION

For the purpose of contract award procedure for delivery of device for encapsulation of laser casings , conducted by Łukasiewicz Research Network – Institute of Electron Technology, I certify the following:

STATEMENTS REGARDING THE CONTRACTOR:

1. I declare that I'm not subject of exclusion on base of the Article 24 paragraph 1 point 12 - 23 of the PPL Act.
2. I declare that I'm not subject of exclusion on base of the Article 24 paragraph 5 point 1 of the PPL Act.

..... (place), date r.

(signature)

I declare that there are grounds for exclusion me from the procedure on base of article of the PPL Act (provide the applicable grounds for exclusion listed in Article. 24 paragraph. 1 point 13-14, 16-20). At the same time I declare that in connection with the above mentioned circumstance, based on art. 24 paragraph 8 of the PPL, I made the following corrective measures:

..... (place), date r.

(signature)

STATEMENTS REGARDING THE ENTITY WHOSE RESOURCES THE CONTRACTOR RELIED ON

I declare that the following entity (s) on whose resources I refer in this proceedings, i.e.(provide full name / company address, and depending on the entity: Tax Identification Number (NIP) /Personal Identification Number (PESEL), National Court Register (KRS) / National Business Registry Number) is not subject of exclusion from the contract award procedure.

..... (place), date r.

(signature)

STATEMENT OF PROVIDED INFORMATION:

I hereby declare that all information provided in the above statements are correct and true to the best of my knowledge and were submitted with fully consequences of misleading the Awarding entity when presenting information

..... (place), date r.

(signature)

Contractor:
.....
.....

Date:

Contractor's statement

submitted on a base of the Article 25a paragraph 1 of the Act of the Public Procurement Law of January 29, 2004 (hereinafter: PPL Act),

CONCERNING FULFILLMENT OF CONDITIONS FOR PARTICIPATION IN THE PROCEDURE

For the purpose of contract award procedure for delivery of device for encapsulation of laser casings , conducted by Łukasiewicz Research Network – Institute of Electron Technology, I certify the following:

INFORMATION REGARDING THE CONTRACTOR:

I declare that I meet the conditions for participation in the procedure specified by the Contracting Entity in (provide the document and appropriate editorial unit of the document in which the conditions for participation in the procedure have been specified).

..... (place), date r.
(signature)

INFORMATION IN CONNECTION WITH RELIANCE ON RESOURCES OF OTHER ENTITIES

I declare that in order to demonstrate compliance with the conditions for participation in the procedure, specified by the Contracting Entity in (provide the document and appropriate editorial unit of the document in which the conditions for participation in the procedure have been specified), I rely on the resources of the following entity (s): in the following scope: (provide the entity and specify the appropriate scope for the indicated entity).

..... (place), date r.
(signature)

STATEMENT OF PROVIDED INFORMATION:

I hereby declare that all information provided in the above statements are correct and true to the best of my knowledge and were submitted with fully consequences of misleading the Awarding entity when presenting information

..... (place), date r.
(signature)

Contractor:

Date:

.....

BID FORM

For the Łukasiewicz Research Network – Institute of Electron Technology

The subject-matter of the contract		Delivery of device for encapsulation of laser casings
1.	Contractor's name and address
2.	VAT Identification Number/ National Business Registry Number or relevant numbers from countries
3.	Telephone e-mail:
4.	Total net offer price VAT rate VAT value Total gross offer price	to be provided: PLN/EUR/USD/GBP* say:..... to be provided:% to be provided:PLN/EUR/USD/GBP* to be provided: PLN/EUR/USD/GBP* say:
5.	Contract completion date – maximum up to 22 weeks from the date of signing the Contract	to be provided:
6.	Warranty period: at least 12 month	to be provided:

7.	Declaration	I declare that the selection of my offer will/will not* lead to a tax obligation for the Contracting Entity. I indicate the following product or service name (type), whose delivery or provision will result in tax obligation and their value excluding tax is the following: product name
8	Declaration	I declare that I am/I am not * a small/medium* enterprise within the meaning of the Entrepreneurs Act of 6 March 2018.
9.	Declaration	I declare that I have read the content of the ToR (together with appendices constituting its integral part) and I accept it without reservation.
10.	I declare that I have fulfilled the information obligations provided for in art. 13 or art. 14 of GDPR towards natural persons from whom I have obtained personal data directly or indirectly in order to apply for the award of a public contract in these procedure.	to be confirmed: <i>If the contractor does not provide personal data other than directly related to the contractor or the application of the information obligation is excluded, pursuant to art. 13, para. 4 or art. 14, para. 5 of GDPR, the contractor does not submit the declaration (remove the content of the declaration, e.g. by deleting it).</i>
11.	Persons authorized to represent the contractor	to be provided:
12.	Parts of the contract which the Contractor shall entrust to subcontractors	specify the parts of the contract: provide company names:
13.	Documents attached to the offer	1. 2. 3.

*delete as appropriate

.....
signature of the person/persons authorized
to represent the Contractor

Attachments to the form:

- completed Appendix 1 to the ToR
- register printout (if any)

Contractor:

Date:

.....

Statement of belonging or not belonging to the same capital group

as referred to in art. 24, para. 1 (23) of PPL

acting on behalf of the CONTRACTOR:

Pos.	Contractor(s) Name(s)	Contractor(s) Address(es)

(for entities submitting an offer jointly, please provide names (companies) and exact addresses of all partners of a civil law partnership or consortium members)

and being duly authorized to represent the Contractor, being obliged to demonstrate the lack of grounds for exclusion pursuant to art. 24, para. 1 (23) of the Act of 29 January 2004 – Public Procurement Law – I inform that:

- *I do not belong to a capital group in the meaning of the Act of 16 February 2007 on competition and consumer protection (Official Journal No. 184,1618 and 1634) with any of the Contractors who submitted offers in this procedure (based on information on the Contracting Entity's website from the opening of the offers referred to in art. 86, para. 5 of the Act)
- *I belong to a capital group in the meaning of the Act of 16 February 2007 on competition and consumer protection (Official Journal No. 184,1618 and 1634) together with the entities listed below which have submitted an offer in this procedure:

1. Name :....., Seat:

_____ (date)

.....

signature of the person(s) authorized to represent the Contractor

**delete or remove as appropriate*

Contract No. ITE K-1/...../2020
Umowa Nr K-1/...../2020

concluded in Warsaw on By and between:
zawarta w Warszawie dnia r. pomiędzy:

Łukasiewicz Research Network – Institute of Electron Technology, 32/46 Lotników Avenue, 02-668 Warsaw, entered in the Register of Entrepreneurs of the National Court Register (KRS) kept by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Division under the KRS number: 0000055975, with the Tax Identification Number (NIP): 525-000-91-11, REGON (National Official Business) 00003897, hereinafter referred to as the “Contracting Entity”, on behalf of who act the following person(s)/entities:

Sieć Badawcza Łukasiewicz -Instytutem Technologii Elektronowej, al. Lotników 32/46, 02-668 Warszawa, wpisanym do Rejestru Przedsiębiorców Krajowego Rejestru Sądowego prowadzonego przez Sąd Rejonowy dla m.st. Warszawy w Warszawie, XIII Wydział Gospodarczy pod numerem KRS: 0000055975, posiadającym numer NIP: 525-000-91-11, numer REGON: 000038971, zwanym dalej „Zamawiającym”, w imieniu którego działają:

1. Piotr Dumania

- Director
- Dyrektor Instytutu

2. Katarzyna Bednarska

- Chief Accounting Officer
- Główny Księgowy

and
a

.....
.....

**NIP (Tax Identification Number) _____, National Business Registry
Number _____**

represented by:
reprezentowana przez:

.....

-

hereinafter referred to as the “Contractor”
zwana dalej „Wykonawcą”

Considering the result of the procedure No. K1 /...../2020 carried out in an open tender, based on the provisions of PPL, the Parties decided to conclude an Contract with the following content:

Zważywszy na wynik postępowania nr K1/...../2020 przeprowadzonego w trybie przetargu nieograniczonego, w oparciu o przepisy Pzp, Strony postanowiły zawrzeć umowę o następującej treści:

§ 1 Subject of the Contract

The subject of the Contract is **the delivery and testing of a brand new device for encapsulation of laser casings with the warranty and service support, documentation and training**, hereinafter referred to as **“the device”** to the Łukasiewicz Research Network – Institute of Electronic Technology, according to the Terms of Reference (hereinafter referred to as the **“ToR”**) No. K1/...../2020 dated constituting Appendix 1 hereto, **“Bid Form of**” constituting Appendix 2 hereto.

§ 1 Przedmiot umowy

Przedmiotem umowy jest dostawa i testowanie fabrycznie nowego urządzenia do hermetyzacji obudów laserów wraz obsługą gwarancyjną i serwisową, dokumentacją oraz szkoleniami (zwanego dalej „urządzeniem”) do Sieć Badawcza Łukasiewicz - Instytutu Technologii Elektronowej zgodnie ze „Specyfikacją Istotnych Warunków Zamówienia (zwanej dalej „SIWZ”) Nr K1/...../2020 z dnia r.” stanowiącą Załącznik Nr 1 do niniejszej umowy, „Formularzem Ofertowym z dnia r.” stanowiącym Załącznik Nr 2 do niniejszej Umowy.

§ 2 Contract Value

1. The total value of the subject of the Contract indicated in §1 amounts toPLN/EUR/USD/GBP (according to the offer) gross (say:) including VAT in the amount of, that is PLN/EUR/USD/GBP (say:). The net contract value is: PLN/EUR/USD/GBP (according to the offer) (say:)
2. The value of the subject of the Contract includes:
 - a) delivery of the device as in specification document included in Appendix No 2 to the Contract,
 - b) device testing,
 - c) transport, delivery conditions: organization and costs of loading, transport to the place indicated by the Contracting Entity, insurance of delivery are the responsibility of the Contractor along with the risk of loss or damage to the subject-matter of the contract,
 - d) warranty period,
 - e) post-warranty period
 - f) technical support,
 - g) training of the Contracting Entity’s employees,
 - h) software licenses
 - i) other services as far as they are necessary to perform the subject-matter of the contract.

§ 2 Wartość umowy

1. *Całkowita wartość przedmiotu umowy, wymienionego w §1 wynosi: PLN/EUR/USD/GBP (zgodnie z ofertą) brutto (słownie:) w tym podatek VAT wynosi% to jestPLN/EUR/USD/GBP (słownie:). Wartość umowy netto wynosi: PLN/EUR/USD/GBP (zgodnie z ofertą) (słownie:).*
2. *Wartość przedmiotu umowy obejmuje:*
 - a) *dostawę urządzenia zgodnie z wymaganiami określonymi w załączniku nr 2 do umowy,*
 - b) *testowanie urządzenia,*
 - c) *transport, (warunki dostawy: organizację i koszty załadunku, transportu do miejsca wskazanego przez Zamawiającego, ubezpieczenia dostawy leżą po stronie Wykonawcy wraz z ryzykiem związanym z utratą lub uszkodzeniem przedmiotu zamówienia),*
 - d) *okres gwarancji,*

- e) *serwis pogwarancyjny,*
- f) *wsparcie techniczne,*
- g) *szkolenie pracowników Zamawiającego,*
- h) *licencje związane z oprogramowaniem,*
- i) *inne świadczenia o ile są niezbędne do wykonania przedmiotu zamówienia.*

§ 3 Terms of payment

1. The Contracting Entity provides the Contractor with an advance payment in the amount of 80% of the gross value of the contract -
2. The advance payment will be granted within 30 days from the date of submitting of the VAT invoice as well as after the submission of the original advance payment security by the Contractor for the amount of the advance.
3. The security is to cover a period from at least the date of submission of the VAT invoice covering it until the end of the contract period.
4. In the event of a protocol receipt (without comments) of a properly completed subject of the contract (acceptance tests) and delivery at the Contracting Entity site, the Contractor shall issue a VAT invoice within 7 days of delivery for the remaining amount of _____, representing 20% of the contract value.
5. The payment indicated in the previous paragraph shall be payable by bank transfer on the basis of the original correctly issued invoice, delivered to the Contracting Entity within 3 days from the date of issue. The trainings will take place on the date agreed by the Parties.
6. Contracting Entity shall pay the Contractor the abovementioned payments within 30 days from the date of receipt of a correctly issued invoice, i.e. in accordance with the regulations. In case of delay in payment, the Contracting Entity will pay to the Contractor interest on the unpaid amount in the statutory amount.
7. The Contracting Entity shall pay the Contractor by bank transfer the amount to the Contractor's account indicated on the VAT invoice.
8. All the monetary transactions including advance and final payment, will be paid by the Contracting Entity by bank transfer at the discretion of the Contractor on the basis of the original correctly issued invoice delivered to the Contracting Entity or on the basis of a structured electronic invoice sent to the Contracting Entity via the platform in accordance with art. 4 of the Act of 9 November 2018 on electronic invoicing in public procurement, concessions for construction works or services and public-legal partnership (Official Journal of 2018, item 2191).
9. The day of payment is the day on which the bank charges the Contractor's account.
10. In the event of a change in the statutory VAT rate during the term of the contract, the value of the contract may be changed by the difference resulting from the change in the value of VAT. Such a change may occur after the Contracting Entity accepts the Contractor's written application containing factual and legal justification.

11. The claim arising from this contract may not be subject to assignment to third parties without the consent of the Contracting Entity.
12. The advance payment is against the Contractor's pay.
13. The advance payment security may only be lodged in the irrevocable and unconditional form of a bank guarantee with the payment clause "on first demand".
14. The advance payment security document shall be returned by the Contracting Entity after remained pay to the Contractor.
15. The Contractor is obliged to ensure that the advance payment is valid and enforceable until the end of the contract.
16. If the terms of the advance security submitted by the Contractor include its expiry date and the Contractor shall not lodge an extension of the advance payment security on 3 working days before this date, the Contracting Entity is entitled to realize the security and the obtained funds from this account to provide advance security. The Contracting Entity keeps this type of security on an interest-bearing bank account and returns within 14 working days after the final settlement of the advance payment together with interest arising from the bank account agreement, where it was stored, reduced by the cost of operating this account and bank commission for money transfer to the Contractor bank account.
17. In the case of termination of the contract, the Contracting Entity shall use the security in such a way that the amount of 80% of the contract value shall be collected from the security.
18. The price indicated above includes the total cost of the Contract, including all costs related to the contract, including the complete execution of the contract subject, taking into account all the conditions of the subject of the contract description and the offer, including the necessary costs for its execution, taking into account all public law charges (fees, customs and taxes, including VAT).
19. The Contractor's bank account is included in the list of information on VAT taxpayers.

§ 3 Warunki płatności

1. Zamawiający udziela zaliczki Wykonawcy w wysokości 80% wartości brutto umowy w kwocie _____.
2. Zaliczka zostanie udzielana w terminie 30 dni od dnia złożenia faktury VAT, jak też po przedłożeniu oryginału wniesienia zabezpieczenia zaliczki przez Wykonawcę na kwotę zaliczki.
3. Zabezpieczenie ma obejmować okres co najmniej od dnia przedłożenia faktury VAT jej obejmującej do końca okresu obowiązywania umowy.
4. W przypadku dokonania protokolarnego, bezusterkowego odbioru prawidłowo zrealizowanego przedmiotu umowy (testy akceptacyjne) i po dostawie do Zamawiającego, Wykonawca wystawi w terminie 7 dni od dostawy fakturę VAT na pozostałą kwotę _____, stanowiącą 20 % wartości umowy.
5. Wynagrodzenie wskazane w ustępie poprzedzającym, płatne będzie przelewem bankowym na podstawie oryginału prawidłowo wystawionej faktury, dostarczonej Zamawiającemu w ciągu 3 dni od daty jej wystawienia. Szkolenia odbędą w terminie uzgodnionym przez Strony.

6. Zamawiający zapłaci Wykonawcy ww. wynagrodzenie w terminie 30 dni od dnia otrzymania prawidłowo wystawionej faktury tj. zgodnej z przepisami. W przypadku opóźnienia w płatności, Zamawiający zapłaci Wykonawcy odsetki od niezapłaconej kwoty w wysokości ustawowej.
7. Zamawiający zapłaci Wykonawcy przelewem bankowym kwotę na konto Wykonawcy podane na fakturze VAT.
8. Wszelkie transakcje pieniężne, w tym: zaliczka jak również opłata końcowa, zostaną zapłacone przez Zamawiającego przelewem bankowym do wyboru Wykonawcy czy na podstawie oryginału prawidłowo wystawionej faktury i dostarczonej do Zamawiającego czy na podstawie ustrukturyzowanej faktury elektronicznej i przesłanej do Zamawiającego za pośrednictwem platformy zgodnie z art. 4 ustawy z dnia 9 listopada 2018 roku o elektronicznym fakturowaniu w zamówieniach publicznych, koncesjach na roboty budowlane, lub usługi oraz partnerstwie publiczno-prawnym (DZ. U. z 2018 r. poz. 2191).
9. Za dzień zapłaty uznaje się dzień obciążenia przez bank rachunku Zamawiającego.
10. W przypadku zmiany ustawowej stawki podatku VAT w trakcie obowiązywania umowy dopuszcza się zmianę wartości umowy o różnicę wynikającą ze zmiany wartości podatku VAT. Taka zmiana może nastąpić po zaakceptowaniu przez Zamawiającego pisemnego wniosku Wykonawcy zawierającego uzasadnienie faktyczne i prawne.
11. Wierzytelność wynikająca z niniejszej umowy nie może być przedmiotem cesji na rzecz osób trzecich bez zgody Zamawiającego.
12. Zaliczka zaliczana jest na poczet wynagrodzenia Wykonawcy.
13. Zabezpieczenie zaliczki może być wnoszone wyłącznie w formie nieodwołanej i bezwarunkowej gwarancji bankowej z klauzulą zapłaty „na pierwsze żądanie”.
14. Dokument zabezpieczenia zaliczki Zamawiający zwraca po zapłaceniu Wykonawcy reszty wynagrodzenia.
15. Wykonawca jest zobowiązany zapewnić, aby zabezpieczenie zaliczki było ważne i wykonalne, aż do zakończenia realizacji zamówienia.
16. Jeśli w warunkach przedłożonego przez Wykonawcę zabezpieczenia zaliczki podana jest data jego wygaśnięcia, a Wykonawca na 3 dni roboczych przed tą datą nie wniesie przedłużenia zabezpieczenia zaliczki, Zamawiający jest uprawniony do zrealizowania zabezpieczenia, a z uzyskanych z tego tytułu środków do ustanowienia zabezpieczenia zaliczki. Tego rodzaju zabezpieczenie Zamawiający przechowuje na oprocentowanym rachunku bankowym i zwraca w terminie 14 dni roboczych po ostatecznym rozliczeniu zaliczki wraz z odsetkami wynikającymi z umowy rachunku bankowego, na którym było ono przechowywane, pomniejszone o koszt prowadzenia tego rachunku oraz prowizji bankowej za przelew pieniędzy na rachunek bankowy wykonawcy.
17. W przypadku rozwiązania umowy Zamawiający korzysta z zabezpieczenia w taki sposób, że kwota stanowiąca 80% wartości umowy zostaje z zabezpieczenia pobrana.
18. Cena wskazana powyżej, zawiera całkowity koszt realizacji umowy, obejmujący wszystkie koszty związane z realizacją umowy, w tym kompletną realizację przedmiotu umowy, z uwzględnieniem wszystkich warunków OPZ i oferty, w tym koszty niezbędne do jego wykonania z uwzględnieniem wszystkich ciężarów publicznoprawnych (opłat, ceł i podatków, w tym podatku VAT).
19. Rachunek bankowy Wykonawcy jest uwzględniony w wykazie informacji o podatnikach VAT.

§ 4 Terms of delivery and cooperation, deadline

1. The subject of the Contract will be completed by the Contractor at the following address:

Delivery address:

Łukasiewicz Research Network – Institute of Electron Technology

32/46 Lotników Av
02-668 Warsaw, Poland

2. The contractor will provide, together with the subject-matter hereof, a catalog card and the CE declaration of conformity of the device in Polish or English.
3. The subject of the Contract will be completed within _____ weeks (date from the offer) from the date of the Contract, excluding the warranty period.
4. The Contracting Entity undertakes to:
 - a) cooperation with the Contractor in order to efficiently and reliably perform the Subject of the contract;
 - b) make the acceptance carried out with due diligence of the subject of the Contract by the Contractor as described in the subject of the contract;
 - c) payment due to the Contractor, on the dates and on the conditions specified in the Contract;
5. The Contractor shall perform the Subject of the Contract with the utmost care and in accordance with the requirements and rules defined in the Contract.
6. The Contractor is obliged to ensure participation in the delivery of qualified and adequate number of people to the scope of deliveries covered by the Contract.
7. The Contractor is responsible for the acts and omissions of subcontractors and other persons whom he will use in the realization of the subject of the Contract as for his own.
8. As part of its remuneration, the Contractor shall perform all actions necessary to realization of the subject of the Contract according to its terms.
9. The Contractor shall provide a guarantee document for all elements of the subject of the Contract.

§ 4 Warunki dostawy i współpracy oraz termin

1. Przedmiot umowy będzie zrealizowany przez Wykonawcę pod poniższym adresem:

Adres dostawy:

Sieć Badawcza Łukasiewicz - Instytut Technologii Elektronowej

al. Lotników 32/46

02-668 Warszawa , Polska

2. Wykonawca dostarczy wraz z przedmiotem umowy kartę katalogową i deklarację zgodności CE urządzenia w języku polskim lub angielskim.
3. Przedmiot umowy zostanie zrealizowany w terminie _____ tygodni (termin z oferty) od dnia zawarcia umowy, z wyłączeniem okresu gwarancji.
4. Zamawiający zobowiązuje się do:
 - a) współpracy z Wykonawcą w celu sprawnego i rzetelnego wykonania Przedmiotu umowy;
 - b) dokonania odbioru zrealizowanego z należytą starannością przez Wykonawcę przedmiotu Umowy zgodnie z opisem przedmiotem zamówienia;
 - c) zapłaty należnego Wykonawcy wynagrodzenia, w terminach i na warunkach określonych w Umowie;
5. Wykonawca wykona Przedmiot Umowy z najwyższą starannością i zgodnie z wymaganiami i zasadami określonymi Umowie.

6. Wykonawca zobowiązany jest zapewnić udział w wykonywaniu dostaw osób o odpowiednich kwalifikacjach i w odpowiedniej liczbie do zakresu dostaw objętych Umową.
7. Wykonawca odpowiada za działania i zaniechania podwykonawców oraz innych osób, którymi będzie się posługiwał przy realizacji przedmiotu Umowy, jak za swoje własne.
8. Wykonawca wykona w ramach swojego wynagrodzenia wszelkie czynności niezbędne do realizacji przedmiotu Umowy zgodnie z określonymi w niej warunkami.
9. Wykonawca przekaże dokument gwarancji na wszystkie elementy stanowiące przedmiot Umowy.

§ 5 Subject of the Contract acceptance

1. The acceptance test will be performed at the manufacturer's site.
2. The acceptance procedure will be based on
 - 1) Test of correct operation and functionality of every part of purchased system including parameters and processes
 - 2) Test of correct operation of heating cycle, seam seal operation of HHL housings and their unloading
 - 3) Security test:
 - Temperature
 - Pressure
3. The acceptance of the subject of the Contract will be confirmed by signing the acceptance protocol without comments by the representatives of the Contracting Entity and the Contractor and delivery the subject of the Contract at the Contracting Entity site.

§ 5 Odbiór przedmiotu umowy

1. Test akceptacyjny przedmiotu umowy zostanie przeprowadzony u Dostawcy.
2. Test akceptacyjny będzie polegał na:
 - 1) Sprawdzeniu prawidłowego działania każdej części przedmiotu zamówienia i parametrów procesów w nim realizowanych
 - 2) Sprawdzeniu prawidłowości cyklu wygrzewania w piecu próżniowym, procesu zamykania obudów HHL i wyładowania na zewnątrz gotowych elementów
 - 3) Sprawdzeniu zabezpieczeń:
 - temperaturowych
 - ciśnieniowych
3. Potwierdzenie odbioru przedmiotu umowy nastąpi poprzez podpisanie przez przedstawicieli Zamawiającego i Wykonawcy protokołu odbioru bez uwag .i dostarczeniu przedmiotu umowy do siedziby Zamawiającego.

§ 6 Indemnity and right of withdrawal

- 1) In case of delay, caused by negligence, or poor performance of the Contractor, the Contractor will pay to the Contracting Entity an indemnity of 0,1% of the value of the object of the Contract for each day of delay up to 10% of it's value.
- 2) In case of delay in repair or replacement of the object of the Contract in the warranty period, the Contractor will pay to the Contracting Entity an indemnity of 0,1% of the value of the object of the Contract for each day of delay up to 10% of it's value.
- 3) In case the Contractor will cancel the Contract because of reason caused by the Contractor, the Contractor will pay to the Contracting Entity penalty of the 10% of the value of the object of the Contract.

- 4) In case of delay, caused by the Contractor, in delivery longer than 14 days, the Buyer can cancel the Contract and the Contractor will pay to the Buyer penalty of the 10% of the total Contract. The Contracting Entity may exercise the right to withdraw within 7 days of exceeding the above term.
- 5) The Contracting Entity may deduct the amount of the stipulated damages from the remuneration due to the Contractor.

§ 6 Kary umowne i prawo do odstąpienia

- 1) W przypadku zwłoki w realizacji przedmiotu umowy, Wykonawca zapłaci Zamawiającemu karę umowną w wysokości 0,1% wartości przedmiotu umowy za każdy dzień opóźnienia do wysokości 10% jego wartości.
- 2) W przypadku nieterminowej naprawy lub wymiany urządzenia w okresie gwarancji Wykonawca zapłaci Zamawiającemu karę umowną w wysokości 0,1% wartości przedmiotu umowy za każdy dzień opóźnienia do wysokości 10% jego wartości.
- 3) W przypadku odstąpienia od umowy przez Wykonawcę, z przyczyn leżących po jego stronie, Wykonawca ten zapłaci Zamawiającemu karę umowną w wysokości 10% wartości przedmiotu umowy.
- 4) W przypadku opóźnienia w realizacji przedmiotu umowy przekraczającego 14 dni, Zamawiający ma prawo do odstąpienia od umowy i żądania od Wykonawcy kary umownej, w wysokości 10% wartości przedmiotu umowy. Uprawnienie do odstąpienia Zamawiający realizuje w terminie 7 dni od przekroczenia ww. terminu.
- 5) Zamawiający może potrącić kwotę naliczonej kary umownej z wynagrodzenia należnego Wykonawcy.

§ 7 Warranty

- 1) The Contractor will issue guarantee documents. The guarantee is to ensure the efficiency of the device specified in the documentation procedure and the contract. The Contractor guarantees the quality of using the device
- 2) The Contractor guarantees correct operation and technical quality of the delivered subject of the Contract within: (warranty period in the offer) from the date of signing the acceptance protocol without any commitments and delivery of the subject of Contract to the seat of the Contracting Entity.
- 3) Under the warranty, the Contractor covers the costs of repairing or replacing the defective product and the costs associated with its transport.
- 4) During the warranty period, the Contractor is required to complete the repair or replacement not later than within 6 weeks from the date of the written notification of defects.
- 5) The warranty will be extended by the time of eventual repair of the subject of the Contract.
- 6) Replaced or repaired parts will be covered by the Contractor's or Manufacturer's warranty.
- 7) Service intervention at the place of installation of the device ensured within a maximum of 72 hours from the moment of the defects notification.
- 8) During the warranty period, all repairs and services (including access to the Contracting Entity) will be carried out at the expense of the Contractor.

- 9) If the Contractor fails to realize the Contracting Entity's claims under the warranty or guarantee within 2 weeks from the date of the faults or defects notification, the Contracting Entity may order the repair of faults or defects to a third party at the cost and risk of the Contractor.

§ 7 Gwarancja i rękojmia

- 3) Wykonawca wystawi dokumenty gwarancyjne. Gwarancja ma na celu zapewnienie sprawności urządzenia określonej w dokumentacji postępowania oraz w umowie. Wykonawca gwarantuje jakość korzystania z urządzenia.
- 4) Wykonawca gwarantuje prawidłowe działanie i jakość techniczną dostarczonego przedmiotu umowy w ciągu: (okres gwarancji z oferty) od daty podpisania protokołu odbioru bez uwag oraz dostarczenia przedmiotu umowy do siedziby Zamawiającego.
- 10) Wykonawca w ramach gwarancji pokrywa koszty naprawy lub wymiany wadliwego towaru, jak również pokrywa koszty związane z jego transportem.
- 11) W okresie gwarancji Wykonawca ma obowiązek zrealizować naprawę lub wymianę nie później niż w okresie 6 tygodni od daty pisemnego zgłoszenia usterek.
- 12) Gwarancja zostanie przedłużona o czas ewentualnej naprawy przedmiotu umowy.
- 13) Wymienione lub naprawione części zostaną objęte gwarancją Wykonawcy lub Producenta.
- 14) Interwencja serwisu w miejscu instalacji urządzenia zapewniona w ciągu maksymalnie 72 godzin od momentu zgłoszenia awarii.
- 15) W okresie gwarancji, wszelkie naprawy i usługi (w tym dojazd do Zamawiającego) będą wykonywane na koszt Wykonawcy.
- 16) W przypadku braku realizacji przez Wykonawcę roszczeń Zamawiającego z tytułu rękojmi albo gwarancji w terminie do 2 tygodni od daty zgłoszenia usterek lub wad, Zamawiający może zlecić usunięcie usterek lub wad podmiotowi trzeciemu na koszt i ryzyko Wykonawcy.

§ 8 Force Majeure

- 1) Neither Party shall be considered to violate the Contract or otherwise be liable to the other Party due to delay in implementation or failure to fulfill its obligations as a result of force majeure.
- 2) Force majeure means extraordinary and external events beyond the control of either Party and which neither Party could prevent, in particular acts of terror, war, natural disasters, epidemics, floods, explosions, provided these events constitute an obstacle to the performance of the Contract.
- 3) In the event of force majeure, the obligations of the Party that are not possible to be fulfilled will be suspended for the period of force majeure and resumed as soon as their fulfillment is reasonably possible.
- 4) Each Party shall notify the other of the occurrence of force majeure immediately, but not later than within 3 days of its occurrence.

- 5) In the case when a Party does not inform the other Party of force majeure within the time limit referred to in para. 4, as well as the period of suspension of performance of its obligations and the date of their resumption, the first Party will be responsible for any damage suffered by the other Party.

§ 8 Siła wyższa

- 1) *Żadna ze Stron nie będzie uważana za naruszającą Umowę lub w inny sposób odpowiedzialna wobec drugiej Strony z powodu opóźnienia w realizacji lub niewypełnienia jej zobowiązań, o ile wynika to z działania siły wyższej.*
- 2) *Poprzez siłę wyższą rozumie się nadzwyczajne i zewnętrzne zdarzenia poza kontrolą którejkolwiek ze Stron i któremu żadna ze Stron nie mogła zapobiec, a w szczególności akty terroru, wojny, klęski żywiołowe, epidemie, powodzie, wybuchy, o ile te zdarzenia będą stanowiły przeszkodę w wykonaniu Umowy.*
- 3) *W przypadku działania siły wyższej, zobowiązania Strony, które nie są możliwe do spełnienia, będą zawieszane na okres działania siły wyższej i podjęte na nowo, kiedy tylko ich spełnienie będzie racjonalnie możliwe.*
- 4) *Każda ze Stron powiadomi drugą o wystąpieniu siły wyższej niezwłocznie, jednak nie później niż w okresie 3 dni od daty jej wystąpienia.*
- 5) *W przypadku, gdy Strona w terminie, o którym mowa w ust. 4, nie poinformuje drugiej Strony o działaniu siły wyższej, a także o okresie zawieszenia realizacji swoich zobowiązań oraz dacie ich ponownego podjęcia, będzie ona odpowiedzialna za wszelkie szkody poniesione przez drugą Stronę.*

§ 9 Amendments and Modifications

1. The Contracting Entity provides for the possibility of making changes to the provisions hereof in relation to the content of the offer, on the basis of which the Contractor was selected, in cases arising directly from the provisions on public procurement, as well as in the event of the circumstances listed below, taking into account the conditions of their introduction.
2. Any changes shall be in writing to be valid.
3. Changes to the provisions of the Contract in relation to the content of the Contractor's Offer are possible in the cases described in the Public Procurement Law and in the situations described below:
 - a. changes in legal regulations published in the Official Journal of the European Union, Official Journal, Monitor Polski or the Official Journal of the relevant minister;
 - b. change in the date of the contract completion in cases of force majeure.
 - c. change in applicable VAT rate; If the VAT change causes an increase in the costs of performing the Contract on the part of the Contractor, the Contracting Entity allows the possibility of increasing the remuneration by an amount equal to the difference in the amount of tax paid by the Contractor.

§ 9 Zmiana umowy

1. Zamawiający przewiduje możliwość dokonania zmian postanowień zawartej Umowy w stosunku do treści oferty, na podstawie której dokonano wyboru Wykonawcy, w przypadkach wynikających wprost z przepisów o zamówieniach publicznych, jak i w przypadku wystąpienia okoliczności wymienionej poniżej, z uwzględnieniem podawanych warunków ich wprowadzenia.
2. Wszelkie zmiany wymagają formy pisemnej pod rygorem nieważności.
3. Zmiany postanowień zawartej Umowy w stosunku do treści Oferty Wykonawcy są możliwe w przypadkach opisanych w ustawie Pzp oraz w sytuacjach opisanych poniżej:
 - a. zmiany przepisów prawa, opublikowanej w Dzienniku Urzędowym Unii Europejskiej, Dzienniku Ustaw, Monitorze Polskim lub Dzienniku Urzędowym odpowiedniego ministra;
 - b. zmiany terminu realizacji zamówienia w przypadkach zaistnienia siły wyższej.
 - c. zmiana obowiązującej stawki VAT; Jeśli zmiana stawki VAT będzie powodować zwiększenie kosztów wykonania umowy po stronie Wykonawcy, Zamawiający dopuszcza możliwość zwiększenia wynagrodzenia o kwotę równą różnicy w kwocie podatku zapłaconego przez Wykonawcę.

§ 10 Dispute settlement

Any disputes arising in connection with the performance hereof which cannot be resolved amicably, will be settled by the General Court with competent jurisdiction over the seat of the Contracting Entity. The law applicable to the Contract is the Polish law. Polish courts have legal jurisdiction.

§ 10 Rozstrzygnięcie sporów

Wszelkie spory powstałe w związku z wykonaniem niniejszej umowy, których nie da się wyjaśnić polubownie, będą rozstrzygane przez Sąd Powszechny właściwy miejscowo dla siedziby Zamawiającego. Prawem właściwym dla umowy jest prawo polskie. Jurysdykcję sądową mają polskie sądy.

§ 11 License

1. The Contractor grants the Contracting Entity, as part of the remuneration, non-exclusive, unlimited in time and territory, subject to the provisions of the bid form, license authorizing the use of all elements of documentation and software, constituting works within the meaning of the Act on Copyright and Related Rights, delivered as part of the contract with the right to sub-license, in the scope of the Contracting Entity's activities, as well as in the following fields of exploitation:
 - 1) using delivered documentation to operate the device;
 - 2) introducing and recording documentation in computer memory or other electronic media, both stationary and mobile;
 - 3) reproduction of documentation on all carriers for the purposes of operating the device;
 - 4) replacement of carriers on which documentation was recorded and transfer of documentation to computer memory and computer network servers.
2. The license granted also includes any changes and updates introduced by the Contractor in the documentation during the warranty period.
3. Whenever the software is referred to, it is considered that the Contractor grants a non-exclusive license, unlimited in time and territory for this software or computer program, as part of the remuneration in the fields of exploitation specified in art. 74, para. 4 of the Act on Copyright and Related Rights.

4. Along with granting the property rights, the Contracting Entity is granted permission to exercise the rights dependent on the above software together with the right to authorize the exercise of dependent rights by third parties.

The Contractor transfers to the Contracting Entity the ownership of carriers on which the documentation and software have been recorded

§ 11 Licencja

1. *Wykonawca udziela Zamawiającemu, w ramach wynagrodzenia, niewyłącznej, nieograniczonej czasowo i terytorialnie, z zastrzeżeniem postanowień formularza ofertowego, licencji uprawniającej do korzystania ze wszystkich elementów dokumentacji oraz oprogramowania, stanowiących utwory w rozumieniu ustawy o prawie autorskim i prawach pokrewnych, dostarczonego w ramach zamówienia z prawem udzielenia sublicencji, w zakresie działalności Zamawiającego, jak też na następujących polach eksploatacji:*
 - 1) *wykorzystanie dostarczonej dokumentacji do obsługi urządzenia;*
 - 2) *wprowadzanie i utrwalanie dokumentacji w pamięci komputera lub innych nośnikach elektronicznych, zarówno stacjonarnych jak i mobilnych;*
 - 3) *zwielokrotnienie dokumentacji na wszelkich nośnikach dla potrzeb obsługi urządzenia;*
 - 4) *wymiana nośników, na których utrwalono dokumentację oraz przenoszenie dokumentacji do pamięci komputerów i serwerów sieci komputerowych.*
2. *Udzielona licencja obejmuje także wszelkie zmiany i aktualizacje wprowadzone przez Wykonawcę w dokumentacji w okresie gwarancji.*
3. *Ilekcroć jest mowa o oprogramowaniu uznaje się, że Wykonawca udziela licencji niewyłącznej, nieograniczonej czasowo i terytorialnie dla tego oprogramowania lub programu komputerowego, w ramach wynagrodzenia na polach eksploatacji określonych w art. 74 ust. 4 ustawy o prawie autorskim i prawach pokrewnych.*
4. *Wraz z udzieleniem praw majątkowych Zamawiającemu udzielone zostaje zezwolenie do wykonywania praw zależnych do ww. oprogramowania wraz z prawem do zezwalania na wykonywanie praw zależnych przez osoby trzecie.*

Wykonawca przenosi na Zamawiającego własność nośników, na których została utrwalona dokumentacja oraz oprogramowanie

§ 12 Personal data

1. The Contracting Entity undertakes to fulfill the information obligation on behalf of the Contractor on the processing of personal data for persons indicated by the Contracting Entity for contact in order to implement this Contract within 14 days from the date of its conclusion.
2. The Contractor undertakes to fulfill the information obligation on behalf of the Contracting Entity on the processing of personal data for persons indicated by the Contractor for contact in order to implement this Contract within 14 days from the date of its conclusion.
3. The information obligation results from art. 14 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Regulation on data protection).
4. **The Contractor undertakes to fulfill the information obligation regarding the information clause indicated below for persons indicated by third companies to contact or perform the Contract concluded with the Łukasiewicz Research Network - Institute of Electron Technology.**

In accordance with art. 14 of the General Data Protection Regulation of 27 April 2016 (Official Journal EU L 119 of 04/05/2016) I inform that:

- 1) the controller of your personal data is Łukasiewicz Research Network – Institute of Electron Technology in Warsaw, 32/46 Lotników Av., 02-668 Warsaw;
- 2) in matters related to your personal data, please contact with the Data Protection Officer, e-mail address: iod@ite.waw.pl;
- 3) your personal data will be processed only for the purposes of implementing this Contract, pursuant to art. 6, para. 1 (f) of the General Data Protection Regulation of 27 April 2016;
- 4) the controller processes the following personal data: name and surname, e-mail address, telephone number;
- 5) your personal data will be stored until the time limit for mutual claims between the parties hereto;
- 6) your personal data will not be transferred to external recipients;
- 7) you have the right to request the controller to access your personal data, the right to rectify it, delete it or limit its processing as well as the right to object to its processing;
- 8) you have the right to lodge a complaint to the supervisory body, i.e. the President of the Office for Personal Data Protection, if you believe that the processing violates the provisions on the protection of personal data;

§ 12 Dane osobowe

1. *Zamawiający zobowiązuje się do wykonania w imieniu Wykonawcy obowiązku informacyjnego o przetwarzaniu danych osobowych wobec osób wskazanych przez siebie do kontaktu w celu realizacji niniejszej umowy, w terminie 14 dni od daty jej zawarcia.*
2. *Wykonawca zobowiązuje się do wykonania w imieniu Zamawiającego obowiązku informacyjnego o przetwarzaniu danych osobowych wobec osób wskazanych przez siebie do kontaktu lub realizacji niniejszej umowy, w terminie 14 dni od daty jej zawarcia.*
3. *Obowiązek informacyjny wynika z artykułu 14 Rozporządzenia Parlamentu Europejskiego i Rady (UE) 2016/679 z dnia 27 kwietnia 2016 r. w sprawie ochrony osób fizycznych w związku z przetwarzaniem danych osobowych i w sprawie swobodnego przepływu takich danych oraz uchylenia dyrektywy 95/46/WE (ogólne rozporządzenie o ochronie danych).*
4. ***Wykonawca zobowiązuje się do wykonania obowiązku informacyjnego dotyczącego poniżej wskazanej Klauzuli informacyjnej dla osób wskazanych przez firmy trzecie do kontaktu lub realizacji umowy zawartej z Sieć Badawcza Łukasiewicz - Instytutem Technologii Elektronowej.***
Zgodnie z art. 14 ogólnego rozporządzenia o ochronie danych osobowych z dnia 27 kwietnia 2016 r. (Dz. Urz. UE L 119 z 04.05.2016) informuję, iż:
 - 1) *administratorem Pani/Pana danych osobowych jest Sieć Badawcza Łukasiewicz - Instytut Technologii Elektronowej w Warszawie, al. Lotników 32/46, 02-668 Warszawa;*
 - 2) *w sprawach związanych z Pana/Pani danymi osobowymi proszę kontaktować się z Inspektorem Ochrony Danych, adres e-mail: iod@ite.waw.pl;*
 - 3) *Pani/Pana dane osobowe przetwarzane będą wyłącznie dla potrzeb realizacji niniejszej umowy, na podstawie art. 6 ust. 1 lit. f ogólnego rozporządzenia o ochronie danych osobowych z dnia 27 kwietnia 2016 r.;*
 - 4) *administrator przetwarza następujące Pani/Pana dane osobowe: imię i nazwisko, e-mail, telefon;*
 - 5) *Pani/Pana dane osobowe przechowywane będą do czasu przedawnienia wzajemnych roszczeń pomiędzy stronami umowy;*

- 6) *Pani/Pana dane osobowe nie będą przekazywane odbiorcom zewnętrznym;*
- 7) *posiada Pani/Pan prawo do żądania od administratora dostępu do swoich danych osobowych, prawo do ich sprostowania, usunięcia lub ograniczenia przetwarzania, prawo do wniesienia sprzeciwu wobec przetwarzania;*
- 8) *ma Pani/Pan prawo wniesienia skargi do organu nadzorczego, tj. Prezesa Urzędu Ochrony Danych Osobowych, jeśli uzna Pani/Pan, że przetwarzanie narusza przepisy o ochronie danych osobowych;*

§ 13 Final settlements

1. Appendix 1 – “Terms of Reference No. K1/.../2020 dated” is an integral part of this Contract.
2. Appendix 2 – “Bid Form of..... ” is an integral part of this Contract.
3. All matters not covered by this Contract shall apply the provisions of Polish law. The competent court for the settlement of disputes is the court of general jurisdiction for the Contracting Entity.
4. Any changes to this Contract shall be in writing to be valid.
5. This Contract is made out in two originals, one original for the Contractor and one for the Contracting Entity.
6. This Contract shall enter into force on the date of its signing by both Parties.

§ 13 Postanowienia końcowe

1. *Załącznik nr 1 – „Specyfikacja Istotnych Warunków Zamówienia Nr K1/.../2020 z dnia r.” stanowi integralną część niniejszej Umowy.*
2. *Załącznik nr 2 – „Formularz Ofertowy z dnia r.” stanowi integralną część niniejszej Umowy.*
3. *W sprawach nie uregulowanych niniejszą umową będą miały zastosowanie przepisy prawa polskiego. Sędem właściwym dla rozstrzygnięcia sporów jest sąd powszechny właściwy dla siedziby Zamawiającego.*
4. *Wszelkie zmiany niniejszej umowy wymagają formy pisemnej pod rygorem nieważności.*
5. *Umowa została sporządzona w dwóch jednobrzmiących egzemplarzach po jednym dla Wykonawcy i Zamawiającego.*
6. *Umowa wchodzi w życie w dniu jej podpisania przez obie strony.*

Contractor
Wykonawca

Contracting Entity
Zamawiający