

Otwock, 14.06.2023

Request for quotation No EZP.273.135.2.2023

Delivery of terahertz radiation detector integrated with silicon lens and with power supply to the Purchaser's premises.

conducted within the framework of the project "PoFEL - Polish Free Electron Laser" carried out on the basis of the Grant Agreement nr POIR.04.02.00-00-B002/18-00

This proceeding is conducted in accordance with the principle of competitiveness as defined in the "Guidelines on the eligibility of expenditure under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for 2014-2020".

I. Awarding Entity

NARODOWE CENTRUM BADAŃ JĄDROWYCH (NATIONAL CENTRE FOR NUCLEAR RESEARCH)

05-400 Otwock (Świerk) Andrzeja Sołtana 7
www.ncbj.gov.pl, e-mail: zp@ncbj.gov.pl
phone.: 22 273 16 30,
REGON: 001024043

II. SUBJECT OF THE AGREEMENT

1. The subject of the contract is delivery of the terahertz radiation detector integrated with silicon lens and with power supply to the Purchaser's premises.
2. Detailed technical specifications of the subject of the contract are set forth in **Appendix 1** to the request for proposal. Appendix No. 1 consists of a non-confidential part and a confidential part.
3. The awarding entity does not allow partial bids.
4. CPV (Common Procurement Vocabulary): **38900000-4 -Miscellaneous evaluation or testing instruments**

III. DEADLINE FOR THE EXECUTION OF THE CONTRACT

Contract completion date: **up to 8 weeks starting from the date of contract conclusion.**

IV. CONDITIONS FOR PARTICIPATION IN THE PROCEDURE

The contracting authority does not specify any conditions for participation in the procedure.

V. METHODS OF COMMUNICATING WITH CONTRACTORS AND TRANSMITTING STATEMENTS OR DOCUMENTS

1. Correspondence between the Awarding Entity and the Economic Operators carried out through the Purchasing Platform <https://platformazakupowa.pl/pn/ncbj> and in the Competitiveness Database <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl>
2. The bid should be submitted via the Purchasing Platform available at: <https://platformazakupowa.pl/pn/ncbj> or Competitiveness Database available at <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl>
3. Clarifications to the content of the enquiry and any information related to this procedure will be posted via the Purchasing Platform <https://platformazakupowa.pl/pn/ncbj> as well as in the Competitiveness Database <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl>

VI. VALITY TERM OF THE OFFER

1. Validity period of the offer is 30 days.
2. The period for which an offer is valid shall commence on the date on which the offer is submitted.

VII. DESCRIPTION OF HOW TO PREPARE THE OFFER

1. The bid must include:
 - 1.1. Completed and signed Bid Form attached as **Appendix No. 2**, completed and signed list of technical parameters attached as **Appendix No. 3** and completed and signed **Appendix A to the Bid Form**.
 - 1.2. In the case of a jointly submitted bid, the bid must be accompanied by an authorization or other document appointing a proxy of the consortium to represent the consortium participants in the procurement proceedings or to represent them in the proceedings and conclude a public procurement agreement.
 - 1.3. Authorization to sign the bid, if the authority to perform this action does not arise from the registration documents.
 - 1.4. A copy or information from the National Court Register, the Central Register and Information on Economic Activity or another relevant register, unless the Ordering Party can obtain them using free and publicly available databases and the Contractor in the Bid Form indicated data enabling access to these documents **in relation to the Contractor, Contractors jointly applying for the contract, as well as in relation to entities providing resources; if the Contractor indicates the availability of the above-mentioned documents at specific Internet addresses of publicly available and free databases, the Ordering Party may request the Contractor to provide a translation into Polish of documents downloaded independently by the Ordering Party.**
2. A contractor may submit only one bid under penalty of rejection.
3. The bid should be signed with a qualified signature, or a personal or trusted signature by the person(s) authorized in the entity's registration documents to represent the Contractor or having the appropriate authorization to perform this legal action granted by the person(s) authorized to represent the entity.
4. The Orderer also accepts a scan of the bid signed by hand by a person authorized to represent the Contractor.

5. The orderer accepts the submission of a bid in English.
6. Any places in the bid where the Contractor has made corrections or changes to the content he has typed must be initialed by the person(s) authorized to represent him.
7. Model forms should be completed strictly in accordance with the instructions specified in the request for proposals. The Awarding Entity does not allow to make any changes in the content of the attached forms. If the Contractor submits its own forms, their content must be identical to the content of the forms attached to this inquiry.
8. No documents included in the bid, including those presented in the form of originals, shall be returned by the Awarding Entity.
9. The contractor shall bear all costs associated with the preparation and submission of the bid.

VIII. PLACE AND DATE OF SUBMISSION AND OPENING OF TENDERS

1. Deadline for submission of bids: **22.06.2023 by 11:00 am**
2. The offer must confirm the conformity of the offered item in the scope described **with Appendix 1.**
3. The bid should be submitted via the Purchasing Platform available at: <https://platformazakupowa.pl/pn/ncbj> or Competitive Database available at <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl>
4. Bid opening: **22.06.2023 by 12:00 pm**

IX. DESCRIPTION OF PRICE CALCULATION METHOD

1. The Contractor shall calculate the price as described on the bid form, the model of which is attached as **Appendix 2** to the Request - Bid Form.
2. The price must include all elements comprising the subject of the order, including value added tax. The price should be expressed in Polish zloty (PLN) to two decimal places and include the total cost of the contract.
3. The Awarding Entity shall allow submission of a bid (expression of bid price and expression of price in the Price Form) in a currency other than PLN. If a bid is submitted in a currency other than PLN, the Awarding Entity, in order to compare bids, will convert the currency into PLN according to the average exchange rate of the National Bank of Poland on the day the announcement was published.
4. If a contractor submits a bid, the selection of which would lead to the creation of a tax liability for the Awarding Entity in accordance with the provisions on value added tax, the Awarding Entity, for the purpose of evaluating such a bid, shall add to the price presented in it the value added tax that it would be obliged to settle in accordance with these provisions. This price will be taken into account when selecting the most advantageous bid.
5. The price for the duration of the contract is fixed and non-negotiable.
6. If a bid is submitted, the selection of which would lead to a tax obligation of the Awarding Entity, in accordance with the provisions on value added tax on intra-Community acquisition of goods, the Awarding Entity, for the purpose of evaluating such a bid, shall add to the price presented in it the value added tax that it would be obliged to pay in accordance with applicable regulations.

X. DESCRIPTION OF CRITERIA WHICH THE AWARDING ENTITY WILL BE GUIDED BY WHEN SELECTING AN OFFER, TOGETHER WITH THE WEIGHTS OF THESE CRITERIA AND THE MANNER OF EVALUATING OFFERS

1. Evaluation criterion:

- price "C" - 80%,
- warranty period "G" - 20 %

2 Method of bid evaluation:

a) Price criterion "C"- maximum 80 points

$$\text{Number of points of the tested offer} = \frac{\text{Price of the lowest bid} \times 80}{\text{Price of the tested offer}}$$

b) Warranty period criterion "G" - maximum 20 points

Points will be awarded for the offered warranty period according to the following table:

Lp.	The offered warranty period	Number of points
1	12 months	0
2	18 months	10
3	24 months	20

If the warranty period is less than 12 months, the bid will be rejected

3. The bid with the highest sum of points "C" + "G" will be considered the most advantageous.

XI. EXAMINATION AND EVALUATION OF BIDS

1. The Awarding Entity will select as the most advantageous the bid that meets all formal and legal requirements and obtains the highest number of points in the evaluation made on the basis of the evaluation criteria.
2. The Awarding Entity reserves the right to call on Bidders to supplement documents in case of defective, incomplete bids (applies to the highest evaluated bid).
3. The Awarding Entity will reject the bid if:
 - a. was submitted after the bidding deadline,
 - b. is inconsistent with the requirements of this announcement,
 - c. after the clarifications or additions provided, will still be incomplete or will not contain all the documents or statements required by the Awarding Entity,
 - d. contains an abnormally low price,
 - e. exceeds the amount of funds earmarked for the execution of the contract, unless the Awarding Entity may increase the amount allocated for financing the contract up to the price of the most advantageous offer.

4. If the offered price appears to be abnormally low in relation to the subject of the contract and raises doubts in the Awarding Entity's mind about the ability to perform the subject of the contract, the Awarding Entity may call on the Contractor for explanations. The burden of proving that the bid does not contain an abnormally low price is on the Contractor.
5. Information about the selection of the most advantageous offer or cancellation of the procedure will be published by the Awarding Entity in the Competitiveness Database <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl> and on the Purchasing Platform available at: <https://platformazakupowa.pl/pn/ncbj>

XII. MODEL AGREEMENT

1. The Contractor, whose bid will be selected, will be obliged to sign a contract under the terms and conditions set forth in the material provisions of the contract attached as **Appendix No. 4** to this Request for Proposal.
2. In the event that the contractor whose bid was selected evades the conclusion of the contract, the Awarding Entity shall select the bid from among the remaining bids that received the highest score.

XIII. ADDITIONAL INFORMATION

1. The Awarding Entity does not allow partial bids.
2. The Awarding Entity does not allow the submission of variant bids.
3. The Awarding Entity does not anticipate awarding supplementary contracts.
4. The Awarding Entity, before selecting the most advantageous offer, provides for the possibility of conducting negotiations to improve the content of offers, which are subject to evaluation under the criteria for evaluation of offers.
 - a. Negotiations may not lead to a change in the content of the request for quotation and will only concern those elements of the content of the offer that are subject to evaluation under the bid evaluation criteria.
 - b. When negotiating bids, the Awarding Entity shall ensure equal treatment of all contractors. The negotiations conducted shall be confidential.
 - c. The Awarding Entity will invite the 3 contractors who scored the highest number of points to negotiate the submitted bids, if they were not subject to rejection.
 - d. In order to limit the number of contractors invited to negotiate bids, the Awarding Entity will apply the bid evaluation criteria referred to in item. X of the request for proposals.
 - e. At the same time, the Awarding Entity will inform all contractors whose bids submitted in response to the request for proposals were not rejected, that negotiations have been completed and invite them to submit additional bids.
 - f. In the invitation to negotiate, the Awarding Entity will indicate the place, date and manner of conducting negotiations, as well as the criteria for evaluation of tenders under which negotiations will be conducted.
 - g. The bid of a contractor not invited to negotiate shall be considered rejected.
5. The purchaser reserves the right, in particular, to:

- a. cancel the order, cancel it in whole or in part at any time and without giving reasons,
 - b. Changes to the content of the invitation to tender,
 - c. demand detailed information and explanations at each stage of the consideration of bids.
6. The Awarding Entity excludes from participation in this proceeding contractors who are subject to exclusion under Article 7 (1) of the Bill of April 13, 2022 on special solutions to prevent support for aggression against Ukraine and to protect national security.

XIV. INFORMATION CLAUSE ON PERSONAL DATA PROCESSING at the National Centre for Nuclear Research concerning the execution of a public contract

In accordance with Articles 13 and 14 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27.04.2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and revoking the Directive 95/46/EC (GDPR), we inform you that:

1. The administrator of your personal data is the National Centre for Nuclear Research (hereinafter referred to as NCBJ) with its registered office in Otwock, 7 Andrzeja Sołtana St., 05-400 Otwock, Poland.
2. If you have any questions concerning the manner and scope of the processing of your personal data, or your rights, you may contact the Data Protection Officer at NCBJ, at the address given above or by email at iod@ncbj.gov.pl.
3. The personal data controller shall process your personal data on the basis of the applicable legal provisions, i.e. in particular:
 - 1) the Act of 11 September 2019. Public Procurement Law and its implementing acts, including on the types of documents that the Awarding Entity may demand from the Economic Operator
 - 2) the Act of 14 July 1983 on National Archive Resources and Archives
4. Your personal data is processed for:

Processing purpose	Legal basis for processing
Conducting the public procurement process	Necessity of the processing to fulfill a legal obligation of the controller (Article 6(1)(c) GDPR)
Implementation of contracts concluded with contractors	Necessity of processing for the execution of a contract (Article 6(1)(b) GDPR)
Handling activities related to the conducted contract	Necessity of processing for the execution of a contract (Article 6(1)(b) GDPR) in order to fulfill

	a legal obligation (Article 6(1)(c) GDPR)
While on NCBJ premises: 1. Ensuring the security of persons and property and preventing violations of the law, 2. Controlling entry to NCBJ premises, 3. Controlling materials and assets brought in and out of NCBJ premises	Necessity of processing for the performance of a task carried out in the public interest (Article 6(1)(e) and Article 9(2)(g) GDPR)
Processing data on the basis of consent	The rationale for legalizing the processing is the consent given through the act of participation in a public procurement procedure (Article 6(1)(a) GDPR)

5. In connection with the processing of personal data for the purposes referred to in point 4, your personal data shall be provided to interested entities and persons, since, as a rule, the public procurement procedure is open to the public. In addition, recipients of personal data may be other entities and persons who, on the basis of relevant agreements signed with NCBJ, process personal data for which NCBJ is the Administrator, or to whom NCBJ is obliged to demonstrate accountability of the project/contract.
6. Your personal data will be stored on the basis of Article 78 of the Public Procurement Law, i.e. for a period of 4 years from the date of completion of the procurement proceedings, and in the case of conclusion of a public procurement contract whose term exceeds 4 years, the storage period will be in accordance with its duration and consistent with the achievement of the purposes specified in point 4 above.
7. In connection with the processing of your personal data, you shall have the following rights:
 - 1) Article 15 GDPR - the right to access your personal data and to receive a copy of it,
 - 2) Art. 16 GDPR - the right to request rectification or supplementation of your personal data, however, this request may not result in changing the outcome of the procurement proceedings or changing the provisions of the public procurement agreement to an extent that is incompatible with the Act (Art. 19(2) PPL).
 - 3) Article 17 GDPR - the right to request erasure of personal data (the so-called "right to be forgotten"), unless erasure is not possible pursuant to Article 17(3)(b), (d) or (e) GDPR.
 - 4) Article 18 of the GDPR - the right to request restriction of processing of personal data, unless the restriction of processing will have the effect of limiting the processing of personal data until the conclusion of these proceedings (Article 19(3) of the PPL).
8. If you become aware of unlawful processing of your personal data at the NCBJ, you have the right to submit a complaint with the supervisory authority competent in matters of personal data protection.
9. Your personal data will not be transferred to third countries or international organizations.

10. You will not be subject to automated decision-making, including profiling.
11. your personal data will be received from you directly or from your Employer/entity you represent or on whose behalf you execute the concluded contract.
12. The processing of your personal data by NCBJ includes personal data necessary for the execution of the contract, i.e.: name, surname, business address for contact, e-mail, telephone number, as well as personal data necessary to allow access to the NCBJ premises, i.e.: identity document number and nationality of the foreigner, vehicle registration number, image, contents of packages and parcels brought in/out of the NCBJ premises.

.....

*(signature of the Purchaser's Manager
or person authorized by him)*

Appendix No. 1 to the Request for Quotation EZP.273.135.2.2023

Description of the subject of the contract

Delivery of terahertz radiation detector integrated with silicon lens and with power supply

Parametr	Required value
Antenna bandwidth	50-2500 GHz
Responsivity for 500 GHz	50 V/W
Video amplifier bandwidth	50 MHz - 4 GHz
NEP for 500 GHz	250 pW/ $\sqrt{\text{Hz}}$
Lens diameter	12 mm
Operation temperature	300K

Appendix No. 2 to the Request for Quotation EZP.273.135.2.2023

.....
(Contractor's name and address)

Phone:.....

Fax:.....

e-mail:.....

.....

(place and date)

BID FORM

In response to the announcement for the Request for Proposal entitled. "Delivery of terahertz radiation detector integrated with silicon lens and with power supply" (EZP.273.135.2.2023), in accordance with the requirements specified in the announcement, I submit this offer:

1. I offer to provide the subject matter of this order, in accordance with the requirements specified in the Request for Proposal, for the total price, in accordance with Appendix A to the Bid Form -Price Form:

NET BID PRICEPLN/EUR/USD (in words:)
VATPLN/EUR/USD (in words:)
GROSS BID PRICEPLN/EUR/USD (in words.....)

I declare that I have familiarized myself with the request for quotation (including the model agreement and appendices) and do not raise any objections to it/it and accept the conditions contained therein.

2. I declare that the offered subject of the order meets the requirements specified in the description of the subject of the order.
3. I offer to perform this contract in accordance with the requirements of the Employer within weeks from the date of conclusion of the contract.
4. The offered warranty period is.....(**minimum warranty period is 12 months**)
5. I declare that the gross price given in point 1 of this form includes all costs of contract execution to be borne by the Awarding Entity in case of selection of this offer.
6. If the contract is awarded, I undertake to conclude a contract at the place and date indicated by the Awarding Entity and under the terms and conditions specified in the model contract attached as Appendix No. 4 to this request for proposal.

7. I declare that the selection of my offer will lead / will not lead *) to the tax obligation of the Awarding Entity on the basis of the provisions on tax on goods and services. Below is a list of supplies and services on which the Awarding Entity's tax obligation arises.

*) delete as appropriate

Lp.	Name of the good or service	Net value excluding VAT
-----	-----------------------------	-------------------------

8. The subject of the contract I intend to perform myself / I foresee to entrust to subcontractors *).

*) delete as appropriate

Lp.	Name of subcontractor	Part of the contract to be performed by the subcontractor
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9. I declare that I am bound by this bid for a period of 30 days from the deadline for submission of bids.

10. I declare that I am a **micro, small, medium**)** entrepreneur within the meaning of the provisions of the Act of March 6, 2018. Entrepreneurs Law ****)** delete as appropriate.

11. I declare that I have fulfilled the information obligations provided for in Article 13 or Article 14 of the GDPR to individuals from whom I have directly or indirectly obtained personal data for the purpose of applying for a public contract in this procedure.

12. The bid and its attachments were submitted on pages.

13. Contractor Details: Company Name *):

Address

*).....

...

Province,

Phone *).....,

fax. *).....

e-mail*)

NIP:..... REGON.....

Contact person details:.....

*)if submitting a joint bid, please provide details of the appointed proxy)

14. The following documents are attached to the bid:

1.

2.

15. I declare that I am subject/not subject* to exclusion from participation in the proceedings on the basis of Article 7 paragraph 1 of the Bill of April 13, 2022 on special solutions to prevent support for aggression against Ukraine and to protect national security

.....
(signature of authorized person
to represent the Contracto

Appendix No. 3 to the Request for Quotation EZP.273.135.2.2023

List of technical parameters

Lp	Parameter	Required value	Contractor indicates* YES/NO to confirm that the requirements of the Awarding Entity are met	Offered value (the contractor enters the offered parameter)
1	Antenna bandwidth	50-2500 GHz	YES/NO	
2	Responsivity for 500 GHz	50 V/W	YES/NO	
3	Video amplifier bandwidth	50 MHz - 4 GHz	YES/NO	
4	NEP for 500 GHz	250 pW/ $\sqrt{\text{Hz}}$	YES/NO	
5	Lens diameter	12 mm	YES/NO	
6	Operation teperature	300K	YES/NO	

*The contractor is obliged to confirm the fulfillment of the parameters indicated in the "required value" column by writing YES/NO and additionally indicate the specific parameter in the "offered value" column.

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

Appendix No. A to the Request for Quotation EZP.273.135.2.2023

Price form

Lp.	Name	Number of pcs.	Total net price in PLN/EUR/USD	Total gross price in PLN/EUR/USD
1.	Delivery of terahertz radiation detector integrated with silicon lens and with power supply	1		

*(signature of authorized person
to represent the Contractor/*

Appendix No. 4 to the Request for Quotation EZP.273.135.2.2023

Wzór umowy Nr EZP.271.....2023.S

W dniu złożenia ostatniego kwalifikowanego podpisu elektronicznego zawarto umowę pomiędzy:

Narodowym Centrum Badań Jądrowych z siedzibą w 05-400 Otwock, ul. Andrzeja Soltana 7, Polska, instytutem badawczym wpisanym do rejestru przedsiębiorców Krajowego Rejestru Sądowego prowadzonego przez Sąd Rejonowy dla m. st. Warszawy w Warszawie, XIV Wydział Gospodarczy Krajowego Rejestru Sądowego pod numerem KRS 0000171393, NIP: 532-010-01-25, REGON: 001024043 zwanym w treści niniejszej umowy („Umowa”) **Zamawiającym** w imieniu którego działa:

Dariusz Socha- Zastępca Dyrektora ds. Ekonomicznych

a oferentem wybranym w wyniku zbierania ofert, z wyłączeniem stosowania ustawy Prawo zamówień publicznych z dnia 11 września 2019 r. (Dz.U. z 2022 r. poz. 1710 ze zm.), na podstawie art. 2 ust. 1 pkt 1 tej ustawy

.....
.....
zwanym w treści umowy **Wykonawcą**, w imieniu którego działa

.....
o następującej treści:

§ 1

Przedmiot umowy i warunki realizacji

1. Przedmiotem Umowy jest **dostawa detektora promieniowania terahercowego zintegrowanego z soczewką krzemową i zasilaczem** do siedziby Narodowego Centrum Badań Jądrowych

zwanymi dalej „Przedmiotem Umowy”

2. Szczegółowy opis Przedmiotu Umowy określa Załącznik nr 1 - “Szczegółowa Specyfikacja Przedmiotu Zamówienia”.

Model contract number EZP.271.....2023.S

On the date of the last qualified electronic signature the contract was concluded between:

National Centre for Nuclear Research with the seat in Otwock, A. Soltana 7, Poland, research institute entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, XIV Economic Department of the National Court Register under the number KRS 0000171393, NIP: 532-010-01-25, REGON: 001024043, called in the agreement “(Contract”) **The Orderer**, on behalf of which the following people are acting:

Dariusz Socha- Deputy Director for Economic Affairs

and the bidder selected as a result of the collection of bids, excluding the application of the Public Procurement Law of September 11, 2019. (Journal of Laws of 2022, item 1710, as amended), pursuant to Article 2(1)(1) of that Law

.....
.....
called in the Contract terms **The Contractor** on behalf of which the following person is acting:

.....
of the following content:

§ 1

Subject-matter of the Contract and realization conditions

1. The subject - matter of the Contract is the **delivery terahertz radiation detector integrated with silicon lens with power supply** to the National Centre for Nuclear Research

called hereinafter the subject-matter of the Contract.

3. Dostarczone urządzenie musi być fabrycznie nowe i dopuszczone do obrotu i stosowania na terenie UE.

2. The detailed description of The subject-matter of the Contract is set out Enclosure no 1 – “Detailed Specification of the Subject of the Order” .
3. The delivered of device must be brand new and authorized for marketing and using in the EU territory.

§2

Warunki dostawy

1. Wykonawca zrealizuje Przedmiot Umowy określony w § 1 na bazie DDP Otwock, Polska (Incoterms 2020) nie później niż w ciągu tygodni od daty zawarcia Umowy.
2. Osoby odpowiedzialne za realizację Umowy:
Ze strony Zamawiającego:
.....
Ze strony Wykonawcy:
3. Umowa wchodzi w życie z chwilą podpisania przez obie Strony.
4. Odbioru Przedmiotu Umowy dokonywać będzie Zamawiający w miejscu wskazanym przez Zamawiającego. Odbiór Przedmiotu Umowy przez Zamawiającego, nastąpi w formie protokołu odbioru podpisanego przez Zamawiającego.

§ 3

Cena i warunki płatności

1. Zamawiający zobowiązuje się zapłacić za Przedmiot Umowy całkowitą kwotę netto: (słownie:).
2. Zapłata za dostarczony przedmiot umowy dokonana będzie przelewem na rachunek bankowy nr....., w

§ 2

Delivery terms

1. The Contractor shall execute the subject matter of the Contract as defined in § 1 on the DDP Otwock, Poland basis (Incoterms 2020) not later than within weeks from the date of signing off the contract.
2. Persons responsible for the implementation of the Contract:
On the Orderer side
.....
On the Contractor's side:
3. The Contract shall come into force upon signature by both Parties.
4. Acceptance of The Subject- matter of the Contract shall be made by the Orderer in the place indicated by the Orderer. Acceptance of the subject of the Contract by the Orderer will take the form of an acceptance protocol signed by the Orderer.

§ 3

Price and terms of payment

1. The Orderer is obliged to pay for The subject matter of the Contract total net amount:(words:). Prices for individual devices are set out in Enclosure no 2 – “ Price form” .
2. Payment for delivered object of the agreement will be made by bank transfer to the bank account nr.....,

terminie do 30 dni od dnia złożenia Zamawiającemu, prawidłowo wystawionej faktury.

3. Podstawą wystawienia faktury jest protokół odbioru Przedmiotu Umowy, o którym mowa w § 2 ust. 4 podpisany przez Zamawiającego bez zastrzeżeń.
4. Za dzień zapłaty uznany będzie dzień dokonania obciążenia rachunku bankowego Zamawiającego.
5. Cena obejmuje wszelkie czynności, koszty i wydatki Wykonawcy niezbędne dla kompleksowego przygotowania i terminowego wykonania Umowy.
6. Wykonawca, zgodnie z ustawą z dnia 9 listopada 2018 r. o elektronicznym fakturowaniu w zamówieniach publicznych, koncesjach na roboty budowlane lub usługi oraz partnerstwie publiczno-prywatnym ma możliwość przesyłania ustrukturyzowanych faktur elektronicznych drogą elektroniczną za pośrednictwem Platformy Elektronicznego Fakturowania. Zamawiający posiada konto na platformie <https://brokerpefexpert.efaktura.gov.pl> PEF nr: NIP 5320100125. Zamawiający nie dopuszcza wysyłania i odbierania za pośrednictwem platformy innych ustrukturyzowanych dokumentów elektronicznych, za wyjątkiem faktur korygujących.

§ 4

Kary umowne

1. W razie zwłoki w realizacji Przedmiotu Umowy Wykonawca zobowiązany jest do zapłacenia kary umownej w wysokości 0,2% wartości Umowy netto o której mowa w § 3 ust. 1 Umowy za każdy dzień zwłoki od terminu określonego w § 2 ust. 1 niniejszej Umowy.
2. W razie zwłoki w realizacji obowiązków gwarancyjnych Wykonawca zobowiązany jest do zapłacenia kary umownej w wysokości 0,2% wartości danego urządzenia netto o której mowa w § 3 ust. 1 Umowy za każdy dzień zwłoki.

within 30 days from the date of submitting to the Orderer a correctly issued invoice.

3. The invoice shall be based on the protocol of acceptance of the Subject of the Agreement, referred to in § 2 paragraph 4, signed by the Ordering Party without reservation.
4. The day of charging the Orderer's bank account will be considered will be considered the day of payment.
5. The price includes all activities, costs and expenses of the Contractor necessary for full preparation and prompt execution of the Contract.
6. The Contractor, in accordance with the Act of 9 November 2018 on electronic invoicing in public procurement, concessions for construction works or services and public-private partnership, has the option of sending structured electronic invoices by electronic means via the Electronic Invoicing Platform. The Orderer has an account on the <https://brokerpefexpert.efaktura.gov.pl> PEF platform. NIP 5320100125. The Orderer does not allow sending and receiving other structured electronic documents via the platform, except for corrective invoices.

§ 4

Conventional penalty

1. In case of a delay in execution of a subject-matter of the Contract the Contractor is obliged to pay the conventional penalty in the amount of 0.2% of the Contract value net, indicated in the § 3 para. 1 of the Contract for every day of delay since the term defined in § 2 paragraph 1 of this Contract.
2. In case of a delay in execution of a warranty obligations the Contractor is obliged to pay the conventional penalty in the amount of 0.2% of particular device value net, indicated

3. Całkowita wysokość kar nie będzie przekraczać 10 % /dziesięć procent/całkowitej wartości umowy.
4. Wykonawca wyraża zgodę na potrącenie kar umownych z przysługującym mu wynagrodzenia.
5. Zapłata kary umownej przez Wykonawcę nie pozbawia Zamawiającego prawa dochodzenia odszkodowania na zasadach ogólnych, jeżeli kara umowna nie pokryje wyrządzonej szkody.

in the § 3 para. 1 of the Contract for every day of delay.

3. The total amount of the penalties shall not exceed 10% /ten percent/ of the total Contract amount.
4. The Contractor agrees to deduct contractual penalties from his remuneration.
5. Payment of a contractual penalty by the Contractor shall not deprive the Orderer of the right to seek compensation on general principles if the contractual penalty does not cover the damage caused.

§ 5

Warunki gwarancji

1. Wykonawca udziela Zamawiającemu gwarancji Przedmiot Umowy na okres:
.....
2. Zgłoszenie wady odbywać się będzie pisemnie, telefonicznie lub za pomocą emaila.
3. Czas reakcji Wykonawcy na zgłoszenie Zamawiającego nie przekroczy 4 dni roboczych. Przez reakcję Wykonawcy Strony rozumieją zdiagnozowanie zgłoszonej wady oraz określenie okresu niezbędnego na jej usunięcie, nie dłuższego niż 14 dni roboczych. Wykonawca udziela gwarancji za niezgodność, spowodowaną wadami produkcyjnymi Przedmiotu Umowy ze specyfikacją zawartą w załączniku nr 1.
4. W przypadku konieczności przewozu Przedmiotu Umowy lub jego części do usunięcia wady, transport nastąpi na koszt Wykonawcy.
5. Przedmiot Umowy zgłoszony przez Zamawiającego do usunięcia wady przed upływem terminu gwarancji, podlega naprawie na zasadach opisanych w ust. 1 – 4.
6. Czas trwania gwarancji ulega każdorazowo przedłużeniu o czas wystąpienia wady, czyli o czas liczony od dnia zgłoszenia wady przez Zamawiającego do dnia usunięcia wady. Nadto po dokonaniu usunięcia stwierdzonej wady termin gwarancji w zakresie wymienionych części biegnie na nowo.

§ 5

Warranty terms

1. The Contractor provides the Orderer with a guarantee for the subject of the Contract for a period of:
.....
2. Reporting a defect will take place in writing, by phone or via email.
3. The Contractor's reaction time to the Orderer's notification shall not exceed 4 working days. By the reaction of the Contractors, the Parties understand the diagnosis of the reported defect and the period necessary for its removal, no longer than 14 working days. The Contractor only grants warranty against non-conformity, caused by defects in manufacturing, of the subject-matter of the Contract to the specifications contained in Enclosure no.1.
4. If it is necessary to transport the subject of the Contract or part thereof to remove the defect the transport will be at the Contractor's expense.
5. The subject matter of the Contract reported by the Orderer to remove the defect before the warranty period expires, is subject to repair on the terms described in paragraph 1 - 4.
6. The duration of the warranty is extended each time by the duration of the defect, that is, the time calculated from the date of notification of the defect by the Ordering Party to the date of removal of the defect. Moreover, once the defect has been rectified, the warranty period for the parts mentioned shall run again.

§ 6

Postanowienia końcowe

1. W sprawach nie uregulowanych niniejszą Umową mają zastosowanie polskie przepisy ustawy Prawo zamówień publicznych oraz kodeksu cywilnego.
2. Wszelkie zmiany niniejszej Umowy wymagają formy pisemnej w postaci aneksu pod rygorem nieważności lub formy elektronicznej
3. Spory wynikłe z realizacji niniejszej Umowy będą rozstrzygane przez Sąd właściwy dla siedziby Zamawiającego.
4. W wykonaniu przepisu art. 4c ustawy z dnia 08 marca 2013 r. o przeciwdziałaniu nadmiernym opóźnieniom w transakcjach handlowych, Zamawiający oświadcza, że posiada status dużego przedsiębiorcy w rozumieniu art. 4 pkt 6 tej ustawy.
5. Strony oświadczają, iż dane osobowe wskazane w Umowie, w szczególności w jej komparycji i w § 2, przetwarzane będą z należytą starannością na podstawie Rozporządzenie 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, a przetwarzanie wskazanych wyżej danych osobowych, jest niezbędne do wykonania Umowy.
6. Umowa została sporządzona w 2 jednobrzmiących egzemplarzach, po 1 egzemplarzu dla każdej ze stron w języku polskim i angielskim lub w formie elektronicznej

Załącznik nr 1 – Opis przedmiotu zamówienia

Załącznik nr 2 - Formularz cenowy

Wykonawca
The Contractor

§ 6

Final provisions

1. Polish regulations of the Public Procurement Law and the Civil Code apply to cases not regulated by this Contract.
2. Any alterations to this Contract should be in writing in the form of the annex under pain of invalidity or electronic form.
3. Disputes arising out of the execution of this Contract will be resolved by the Court competent for the seat of the Orderer.
4. In implementation of the provision of art. 4c of the Act of 08 March 2013 on counteracting excessive delays in commercial transactions, the Orderer declares that he has the status of a large entrepreneur within the meaning of Art. 4 point 6 of this Act.
5. The Parties declare that the personal data indicated in the Contract, in particular in its composition and in § 2, will be processed with due diligence on the basis of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of persons physical in connection with the processing of personal data and on the free movement of such data and repealing Directive 95/46 /WE, and the processing of the above-mentioned personal data is necessary for the performance of the Agreement.
6. The Contract was made in 2 identical copies, 1 copy for each party, in Polish and English or in electronic form.

Enclosure no 1 – Description of the subject matter of the contract

Enclosure no 2 – Price form

Zamawiający
The Orderer

INFORMATION CLAUSE ON THE PROCESSING OF PERSONAL DATA
at the National Center for Nuclear Research
regarding the implementation of a public contract

According to Art. 13 and 14 of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (GDPR), we would like to inform you that:

1. The Controller of your personal data is the National Center for Nuclear Research (hereinafter referred to as NCBJ) with its registered office in Otwock, Andrzeja Sołtana 7, 05-400 Otwock.
2. you may contact the Data Protection Officer at NCBJ at the address given above or at the address iod@ncbj.gov.pl.
3. The personal data Controller processes your personal data on the basis of applicable law, including:
 - 1) the Act of September 11, 2019, the Public Procurement Law and the implementing provisions to this Act
 - 2) Act of July 14, 1983. on the national archival resource and archives
4. Your personal data is processed for the purpose of:

Purpose of processing	Legal basis for processing
Conducting public procurement proceedings	Necessity of processing for compliance with a legal obligation to which the Controller is subject (Article 6(1)(c) of the GDPR)
Implementation of contracts concluded with contractors	Necessity of processing for the performance of a contract (Article 6(1)(b) of the GDPR)
Handling activities related to the ongoing order	Necessity of processing for the performance of a contract (Article 6(1)(b) of the GDPR) for compliance with a legal obligation to which the Controller is subject (Article 6(1)(c) of the GDPR)
During your stay at NCBJ: 1. Ensuring the safety of people and property and preventing violations of the law, 2. Access control to the NCBJ area, 3. Control of materials and assets brought in and out of the NCBJ area	Necessity of processing for the performance of a task carried out in the public interest (Article 6(1)(e) and Article 9(2)(g) of the GDPR)
Data processing based on consent	The prerequisite for legalizing the processing is the consent expressed by the act of participation in the public procurement procedure (Article 6(1)(a) of the GDPR)

5. In connection with the processing of personal data for the purposes referred to in point 4, your personal data is transferred to interested entities and persons, as, as a rule, the public procurement procedure is public. In addition, the recipients of personal data may be other entities and persons, which, on the basis of relevant agreements signed with NCBJ, process personal data for which the NCBJ is the Controller, or for which NCBJ is obliged to demonstrate project/contract accountability.
6. Your personal data will be stored on the basis of art. 78 of the Public Procurement Law, i.e. for a period of 4 years from the date of completion of the contract award procedure, and in the case of concluding a public procurement contract, the duration of which exceeds 4 years, the storage period will be consistent with its duration and consistent with the implementation of the objectives set out in point 4 above .
7. In connection with the processing of your personal data, you have the following rights:
 - 1) Art. 15 of the GDPR - the right to access personal data and receive a copy thereof,
 - 2) Art. 16 of the GDPR - the right to request rectification or supplementation of personal data, however, this request may not result in a change in the outcome of the procurement procedure or a change in the provisions of the public procurement contract to the extent inconsistent with the Act (Article 19(2) of the Public Procurement Law).
 - 3) Art. 17 of the GDPR - the right to request the deletion of personal data (the so-called right to be forgotten), unless the deletion of personal data is not possible pursuant to art. 17 sec. 3 b), d) or e) GDPR.
 - 4) Art. 18 of the GDPR - the right to request the restriction of personal data processing, unless the restriction of processing will not result limiting the processing of personal data until the end of these proceedings (Article 19(3) of the PPL)
8. If you become aware of the unlawful processing of your personal data at NCBJ, you have the right to lodge a complaint with the supervisory authority competent in matters of personal data protection.
9. Your personal data will not be transferred to third countries or international organizations.
10. You will not be subject to automated decision making, including profiling.
11. We receive your personal data from you directly or from your employer/entity you represent or on whose behalf you perform the concluded contract.
12. The processing of your personal data by NCBJ includes personal data necessary to perform the contract, i.e.: name, surname, business address for contact, e-mail, telephone number, as well as personal data necessary to enable access to the NCBJ premises, i.e.: identity document number and foreigner's citizenship, vehicle registration number, image, contents of parcels and parcels brought in/left from the NCBJ premises.