

<p>PUBLIC PROCUREMENT DEPARTMENT JAGIELLONIAN UNIVERSITY Straszewskiego 25/3 and 4, 31-113 Kraków phone +4812-663-39-03 e-mail: bpz@uj.edu.pl www.uj.edu.pl; http://przetargi.uj.edu.pl</p>	
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Kraków, date 6th of November 2023

TERMS OF REFERENCE
hereinafter referred to as the 'ToR'

Chapter I – Business name and address of the Awarding Entity.

1. Jagiellonian University, Gołębia 24, 31-007 Kraków.
2. Unit in charge of the case:
 - 2.1 Public Procurement Department, Straszewskiego 25/3 and 4, 31-113 Kraków;
phone: +48 12 663-39-03;
office hours: Monday to Friday, 7:30 AM to 3:30 PM, excluding public holidays;
 - 2.2 website (url): <https://www.uj.edu.pl/>
 - 2.3 commercial platform for tendering: <https://platformazakupowa.pl>
 - 2.4 website address for the tendering procedure that will contain a record of any amendments and clarifications regarding these ToR and other procedural documents directly related to the bidding (buyer profile address): https://platformazakupowa.pl/pn/uj_edu

Chapter II – Mode of award

1. The proceedings shall be conducted in a basic format **without the negotiations phase** pursuant to Article 275(1) of the Polish Public Procurement Act of 11 September 2019 (Journal of Laws 2023, item 1605 as amended), hereinafter referred to as the PPPA, and in line with the requirements set out in these Terms of Reference, hereinafter the ToR.
2. Any activities undertaken by the Awarding Entity and Contractors in the course of the contract award procedure shall be governed by the aforementioned PPPA and its associated executive acts, and any matter not covered thereunder shall be subject to the Polish Civil Code of 23 April 1964 (Journal of Laws 2023, item 1610 as amended).

Chapter III – Contract details

1. The contract shall be awarded to the Contractor selected to supply and commission a crystallography robot complete with appropriate accessories (one system) for the Jagiellonian University's Department of Biology, Biochemistry and Biotechnology in Kraków, postal code: 30-387, Gronostajowa 7.
2. A description detailing the object of the contract, including a description of the minimum technical and functional parameters and requirements, can be found in **Appendix A to the ToR**.
3. The contract shall also cover on-the-job training that the Contractor shall provide at the Jagiellonian University's Department of Biology, Biochemistry and Biotechnology (place of installation of the equipment) regarding the proper method of handling the equipment. The training shall be provided for a maximum of 7 trainees and include up to 30 hours.
4. General requirements:
 - 4.1 The Contractor must offer to perform the object of the contract in a manner compatible with the Awarding Entity's requirements specified in the ToR and its appendices;
 - 4.2 the Awarding Entity shall deem acceptable the offer of a second-hand unit as long as it is fully operational, has no damage and meets the requirements specified by the Awarding Entity in the Contract Details (Appendix A to the ToR);
 - 4.3 the equipment to be supplied shall be original and delivered with packaging to protect it from damage;

- 4.4 the tender must be unambiguous and comprehensive, i.e. it must cover the object of the contract in full;
- 4.5 the Contractor shall ensure that the contract is performed in a timely manner, as specified in Chapter V of the ToR;
- 4.6 the price proposed in the Contractor's tender shall include a cost calculation for the transport, delivery and commissioning of and on-the-job training for the equipment at the recipient and user's premises, i.e. at the Jagiellonian University's Department of Biology, Biochemistry and Biotechnology, postal code: 30-387, Gronostajowa 7;
- 4.7 Note on equivalent tenders – the object of the contract has been detailed in a precise and comprehensible manner, without reference to trademarks, patents, places or sources of origin, or specific processes characterising the products to be supplied by the Contractor.
- 4.7.1 Any reference in the ToR's Appendix A to trademarks, patents, places or sources of origin of the object of the contract shall be understood as specifying only the preferred quality and level of technical and/or functional parameters, in which the Awarding Entity is interested. Therefore, it is expressly emphasised that the aforementioned names, trademarks, patents or places of origin should be accompanied by the notation 'or equivalent'.
- 4.7.2 'Equivalence' shall be understood to mean equipment having:
- a. at least the same functional and performance characteristics as those given in Appendix A to the ToR;
 - b. technical parameters at least equivalent to those specified by the Awarding Entity (the Awarding Entity welcomes solutions superior to those specified by the Awarding Entity, in particular where this results from a technological upgrade of the production line).
- 4.8. An equivalent tender submitted by any Contractor shall demonstrate that the offering meets the requirements and technical and/or functional/performance parameters specified in the ToR or provide superior solutions to those required.
- 4.9. The Contractor shall provide for the object of the Contract a guarantee for a minimum period of **one (1) year**. The terms of guarantee are specified in Appendix A to the ToR and Appendix 2 to the ToR.
- 4.10. The Awarding Entity requires that the delivered equipment should be accompanied by certificates and statements.
- 4.11. The object of the Contract has been described in line with the requirements of the Common Procurement Vocabulary (CPV): *385000000-0 Control and test equipment, 30213100-6: Portable computers, 48000000-8 Software packages and information systems.*

Chapter IV – Documentary evidence

1. The Awarding Entity requires the submission of the following documentary evidence:
 - 1.1. technical description(s) or technical description(s) by the manufacturer.
 - 1.2. The Awarding Entity allows the aforementioned documentary evidence to be supplied in English.
2. If the solutions proposed by the Contractor provide an equivalent corresponding to the contract details, the Contractor's tender shall demonstrate – in particular by means of the documentary evidence – that the offered deliveries meet the requirements, quality specifications and criteria set out by the Awarding Entity.
3. If the Contractor has failed to provide the aforementioned documentary evidence or if documentary evidence provided is incomplete, the Awarding Entity shall call upon the Contractor to provide, revise or complete such documentation within the prescribed time-limit. This shall not apply to documentary evidence whose submission is mandatory to demonstrate equivalence.
4. The provisions of 1(2)(3) hereof shall not apply if, despite the submission of such documentary evidence, the tender is unacceptable or where the conditions have been met for the cancellation of the contract award procedure.

5. The Awarding Entity may request Contractors to clarify any point of substance in the documentary evidence submitted by them.

Chapter V – Time-limit

1. The contract must be completed **within 5 weeks** from the date of award of the contract, i.e. from the effective date of the agreement.
2. The Contractor shall ensure its readiness to perform the contract on the effective date of the contract.

Chapter VI – Statement of essential conditions for tendering.

1. Economic capacity – the Awarding Entity does not make this a condition for tendering.
2. Authorisation to conduct a specific economic or professional activity where required by separate regulations – the Awarding Entity does not make this a condition for tendering.
3. Economic or financial standing – the Awarding Entity does not make this a condition for tendering.
4. Technical or professional capacity – the Awarding Entity does not make this a condition for tendering.

Chapter VII – Grounds for exclusion of contractors

1. The Awarding Entity shall exclude the Contractor in the event of circumstances set out in the following legislation:
 - 1.1. Article 108(1) of the PPPA, subject to Article 110(2);
 - 1.2. Article 7(1) of the Polish Act on Special Solutions to Counteract Support for Aggression against Ukraine and to Protect National Security of 13 April 2022 (Journal of Laws 2023, item 129).
2. Pursuant to Article 109(1) of the PPPA, the Awarding Entity shall exclude from the procedure any Contractor:
 - 2.1 which has breached obligations relating to the payment of taxes, fees or contributions for social or health insurance, except for the case referred to in Article 108(1)(3) of the PPPA, unless the Contractor, before the expiry of the closing date for submission of tenders, has paid the due taxes, fees or contributions for social or health insurance together with interest or fines, or has concluded a binding agreement on the repayment of those receivables (Article 109(1)(1)(1));
 - 2.2 in respect of which bankruptcy proceedings have been instituted, whose assets are being administered by a liquidator or a court, which has entered into a composition with creditors, whose business activities are suspended, or is in any other similar situation arising from a similar procedure provided for in the legislation of the place where the procedure is opened (Article 109(1)(4));
 - 2.3 which has culpably committed a serious breach of its professional obligations, which has compromised its integrity, in particular where the Contractor, as a result of deliberate action or gross negligence, has failed to perform or has performed improperly the contract, which the Awarding Entity is able to prove by means of relevant evidence (Article 109(1)(5));
 - 2.4 which, for reasons attributable to itself, has failed to perform or has performed improperly, to a significant degree or extent, or has failed to perform for a prolonged period of time an essential obligation under a previous public procurement or concession contract, which has led to termination or withdrawal from the contract, compensation, substitute performance or exercise of rights under warranty for defects (Article 109(1)(7));
 - 2.5 which, as a result of deliberate action or gross negligence, misled the Awarding Entity when presenting non-exclusion information as to its compliance with the conditions for tendering or with any selection criteria, which could have had a significant impact on the decisions taken by the Awarding Entity in the contract award procedure, or which has concealed this information or is unable to provide the required documentary evidence (Article 109(1)(8));
 - 2.6 which unlawfully influenced or attempted to influence the actions of the Awarding Entity or acquired or attempted to acquire confidential information which could give it an advantage in the contract award procedure (Article 109(1)(9));

- 2.7 which, as a result of recklessness or negligence, has provided misleading information that could have a significant impact on decisions taken by the Awarding Entity in the contract award procedure (Article 109(1)(10)).
3. In the cases referred to in 2(1)-2(4), the Awarding Entity may not exclude the Contractor if such exclusion would be manifestly disproportionate, in particular if the amount of overdue taxes or social security contributions is small or the economic or financial standing of the Contractor referred to in 2(2) is sufficient to perform the contract.

Chapter VIII - List of statements and documents to be provided by Contractors in order to demonstrate compliance with the conditions for tendering and the absence of grounds for exclusion.

1. Statements and documents to be enclosed with the tender as a requirement:
 - 1.1. In order to demonstrate that no grounds exist for exclusion from the contract award procedure in the circumstances referred to in Chapter VII of the ToR, the Contractor shall enclose with the tender the Contractor's statement of non-exclusion on the form attached as Appendix 1 hereto.
 - 1.2. Where the Contractor intends to outsource a part of the contract to subcontractors it shall provide a statement, as referred to above in the section on subcontractors, to prove that the subcontractors are not subject to exclusion.
 - 1.3. Where Contractors intend to tender jointly, the statement of non-exclusion referred to in 1(1) shall be provided by each of the Contractors intending to tender jointly.
2. Additional statements required to be provided together with the tender in the case of Contractors tendering jointly for contract award:
 - 2.1. Contractors tendering jointly for contract award shall enclose with their tender a statement specifying the scope of deliveries and services to be provided by each of the Contractors.
3. If, in the course of the contract award procedure, the Contractor fails to provide statements or documents necessary to proceed with the bidding, or the statements / documents provided are incomplete, defective or appear dubious to the Awarding Entity, the Awarding Entity shall call for their submission, revision or completion within the time-limit set by the Awarding Entity except where the Contractor's tender would be rejected regardless or the contract award would have to be cancelled.

Chapter IX – Notice on the method of communication between the Awarding Entity and Contractors, the method of submission of statements and documents, and contact persons designated as liaisons.

1. General information.
 - 1.1. The contract award procedure shall use the commercial platform <https://platformazakupowa.pl> – buyer profile address: https://platformazakupowa.pl/pn/uj_edu
 - 1.2. Any Contractor wishing to enter the contract award procedure shall:
 - 1.2.1. accept and comply with the terms and conditions for the use of <https://platformazakupowa.pl> as set out in the 'Terms and Conditions' tab;
 - 1.2.2. read and abide by the user's manual for <https://platformazakupowa.pl>, and in particular the rules for logging, submitting requests for clarification of the ToR, tendering and any other activity on <https://platformazakupowa.pl> available at <https://platformazakupowa.pl> - link below: <https://drive.google.com/file/d/1Kd1DttbBeiNWt4q4sIS4t76lZVKPbkyD/view> or at <https://platformazakupowa.pl/strona/45-instrukcje>.
 - 1.3. The technical and organisational requirements for tendering, exchanging electronic documents, digital copies accompanied by a paper document, as well as statements and information are described at <https://platformazakupowa.pl>, in 'Regulations' tab and in the tendering instructions (links in 1(2)(2) above).
 - 1.4. File size:
 - 1.4.1. tender – up to 10 files, sized 150 MB each;

- 1.4.2. communication – messages of no more than 500 MB;
- 1.5. The Awarding Entity and Contractors shall communicate **exclusively** via the commercial platform <https://platformazakupowa.pl> - buyer profile address: https://platformazakupowa.pl/pn/uj_edu
- 1.5.1. In order to reduce the time taken to address questions, communication between the Awarding Entity and Contractors concerning:
- a. questions about ToR sent to the Awarding Entity;
 - b. messages in response to the Awarding Entity's call for documentary evidence;
 - c. messages in response to the Awarding Entity's call for the submission/revision/completion of the statement referred to in Article 125(1), documentary evidence, or other documents or statements required in the procedure;
 - d. messages in response to the Awarding Entity's request for clarification of any point in the statement referred to in Article 125(1) or for the delivery of documentary evidence or other documents required in the procedure;
 - e. messages in response to the request for clarification of any point in the aforementioned documentary evidence;
 - f. messages in response to the Awarding Entity's other requests in line with the PPPA;
 - g. delivery of a Contractor's applications, information, statements;
 - h. delivery of appeal notices / other communication shall be via <https://platformazakupowa.pl> and the form 'Send a message to the Awarding Entity.'
- The date of transmission (receipt) of statements, requests, notifications and information shall be the date of their transmission via <https://platformazakupowa.pl> by clicking on the button: 'Send message to the Awarding Entity, followed by a confirmation message that the communication has been sent to the Awarding Entity.
- 1.5.2. The Awarding Entity shall communicate with Contractors via <https://platformazakupowa.pl>. The Awarding Entity shall post any notices regarding responses to questions, specification amendments, changes of the closing date for submission and opening of tenders on the platform in the section: 'Notifications'. Correspondence addressed to a specific Contractor shall be forwarded to that Contractor via <https://platformazakupowa.pl>.
- 1.5.3. The Contractor shall exercise due diligence by accessing <https://platformazakupowa.pl> to check for new messages, as the notification system may fail or the notification may end up in the SPAM folder.
- 1.5.4. The Awarding Entity, pursuant to the Regulation of the Prime Minister of 30 December 2020 on the method of compiling and transmitting information and technical requirements for electronic documents and for means of electronic communication in a contract award procedure or competition (Journal of Laws of 2020, item 2452), hereby specifies the necessary hardware and software requirements for working with <https://platformazakupowa.pl>:
- a. permanent access to the Internet with a guaranteed bandwidth of not less than 512 kbps;
 - b. PC or MAC computer with the following configuration: min. 2 GB Ram, Intel IV 2 GHZ processor or newer version, one of the operating systems - MS Windows 7, Mac Os x 10 4, Linux, or newer versions;
 - c. any web browser other than Internet Explorer installed;
 - d. JavaScript enabled,
 - e. Adobe Acrobat Reader or other program supporting .pdf file format installed.
- 1.5.5. Encryption at <https://platformazakupowa.pl> is via TLS 1.3.
- 1.5.6. Any data shall be considered to have been received at the local time shown on the time stamp assigned by the purchasing platform as generated by the local server

synchronised with the Polish Central Office of Measures clock in the format (hh:mm:ss).

- 1.6. The method of compiling and transmitting electronic documents and digital copies accompanied by a paper document, shall comply with the requirements set out in the Regulation of the Prime Minister of 30 December 2020 on the method of compiling and transmitting information and technical requirements for electronic documents and for means of electronic communication in a contract award procedure or competition (Journal of Laws 2020, item 2452 as amended) and the Regulation of the Minister of Development, Labour and Technology of 23 December 2020 on documentary evidence and other documents or statements which may an Awarding Entity might request from Contractors (Journal of Laws 2020, item 2415 as amended), including:
 - 6.1.1. documents or statements (including the tender) shall be submitted in the original in electronic form using a qualified electronic signature or in electronic form having a trusted qualified or personal signature. Where a qualified signature is used and the XAdES external signature format applied, the Awarding Entity shall require the attachment of an appropriate number of files, i.e. signed data files and signature files in the XAdES format. ***A tender submitted without a proper electronic signature shall be rejected pursuant to Article 226(1)(3) of the PPPA, due to non-compliance with Article 63 of that Act;***
 - 6.1.2. documents issued in electronic form shall be transmitted as electronic documents so as to enable the Awarding Entity to verify the signatures;
 - 6.1.3. where the original document, statements or other documents submitted in the contract award procedure are not in the form of an electronic document, the Contractor may compile and transmit a digital copy with the paper-form document or statement and affix to it its qualified electronic signature, trusted signature or personal signature, making the submission equivalent to a certified true copy of the originals;
 - 6.1.4. where the Contractor transmits a digital copy with a paper-form document, such submission shall be equivalent to a certified true copy of the originals as long as the Contractor, or alternatively an entity whose capacity or standing the Contractor relies on pursuant to Article 118 of the PPPA, or a subcontractor, affixes to it its qualified electronic signature, trusted signature or personal signature;
 - 6.1.5. the Contractor, the entity on whose capacity or standing the Contractor relies, the Contractors applying jointly for contract award or a subcontractor shall be responsible for certifying any documents pertaining to them, respectively (with regard to powers of attorney – the rules set out in Chapter XII(7) of this ToR shall apply).
7. The method of communication between the Awarding Entity and the Contractors regarding the effective submission of the tender.
 - 7.1. The tender must be prepared in electronic form in a data format compliant with the Announcement of the Prime Minister of 9 November 2017 on the publication of the consolidated text of the Regulation of the Council of Ministers on the National Interoperability Framework, minimum requirements for public registers and exchange of information in electronic form and minimum requirements for ICT systems and the use of a qualified electronic signature, trusted signature or personal signature. It is recommended to use the following formats: ***.pdf, .doc., .xls, .jpg (.jpeg) with particular preference for .pdf. For data compression, it is recommended to use the following data formats: .zip, 7Z.*** Other formats not covered by the regulation include: .rar, .gif, .bmp, .numbers, .pages. Documents submitted in such formats shall be deemed to have not been filed effectively.
 - 7.2. The Contractor shall submit a tender via <https://platformazakupowa.pl> – buyer profile address <https://platformazakupowa.pl/pn/uj.edu>, in accordance with the regulations referred to in Article 7(1) hereof. The Awarding Entity shall not be responsible for tenders submitted in a manner inconsistent with the user's manual at <https://platformazakupowa.pl>, in particular where the Awarding Entity has had time to study the tender before the closing date for submissions (e.g. submission of a tender in the 'Send a message to the Awarding Entity'

- tab). The Awarding Entity shall consider such a tender as a regular commercial offer and reject it from the tender proceedings due to its failure to comply with the obligations set out in Article 221 of the PPPA.
- 7.3. The method of encryption of the tender shall be described in the tendering instructions (links provided in 1.2.2 above), **the only encryption programme suitable for this task being the encryption tool found on the purchasing platform.**
- 7.4. After the expiry of the closing date for submission of tenders, the Contractor may not amend or withdraw a submitted tender.
8. The following contact person is duly authorised to communicate with the contractors regarding legal and formal matters - Justyna Żyrkowska, phone: +48 12 663 39 63.

Chapter X – Deposit requirements.

1. The Awarding Entity shall not require a deposit.

Chapter XI – Tendering period

1. The Contractor shall be bound by the submitted tender for a period of 30 days, counting from the closing date for submissions, up to and including **14th December 2023.**
2. If the most advantageous tender could not be selected before the expiry of the tendering period, as specified in the ToR, the Awarding Entity shall, prior to such expiry of the tendering period, request the Contractors for permission to extend it by such amount of time as the Awarding Entity indicates, but at any rate no longer than 30 days.
3. Any extension of the tendering period as referred to in XI(2) above shall require the written permission of the Contractor.

Chapter XII – Preparation of tenders

1. Each Contractor may submit only one tender for the entire object of the Contract.
2. The tender shall be submitted in the form and manner described in Chapter IX of these ToR.
3. It is permissible for two or more joint applicants for a public contract to submit a tender under the terms of Article 58 of the PPPA.
4. The tender must be written either in Polish or in English.
5. A tender and all its appendixes must be signed by a person authorised to represent the Contractor in accordance with the entry in the National Court Register (KRS), Central Register of Business Activity and Information (CEiDG) or in another relevant register. KRS or CEiDG transcripts shall be attached by the Contractor to the tender, unless the Awarding Entity can obtain them by means of free and generally accessible databases, and the Contractor provided the access data for these documents in the tender. If the Contractor is represented by a person whose power of attorney is not based on the aforementioned documents, the Contractor shall attach to the tender a power of attorney or another document certifying the power to act on behalf of the Contractor. Powers of attorney executed in a foreign language (other than English) shall be submitted by the Contractor together with their translation into Polish or English.
6. If a tender is submitted by Contractors applying jointly for contract award, or if the Contractor is represented by proxy, the tender must be accompanied by a power of attorney. The power of attorney shall be accompanied by a document confirming the power to grant further powers of attorney.
7. A power of attorney shall be transmitted in electronic form with a qualified electronic signature, a trusted signature or a personal signature. A power of attorney executed as a document in paper form and containing a handwritten signature shall be transmitted as a digital copy of that document containing a qualified electronic signature, a trusted signature or a personal signature to certify the digital copy as a true copy of the document in paper form, with the certification to be provided by the principal or notary public, pursuant to Article 97 § 2 of the Polish Notary Public Act of 14 February 1991 (i.e. Journal of Laws 2022, item 1799 as amended).
8. A tender and its appendixes forming an integral part thereof must be executed by the Contractor in accordance with these ToR and its appendixes, and must include in particular:

- 8.1 the tender form and its appendixes, including:
 - 8.1.1. the Contractor's/subcontractor's (where appropriate) statement of non-exclusion;
 - 8.1.2. a detailed calculation of the tender price, taking into account the requirements and provisions of the ToR;
 - 8.1.3. power of attorney (in accordance with XII(5-7) above) or other document to confirm the power to act on behalf of the Contractor;
 - 8.1.4. a list of subcontractors;
 - 8.1.5. transcripts from the National Court Register (KRS) or Central Register of Business Activity and Information (CEiDG) – insofar as access data for publicly available databases is not provided;
 - 8.1.6. documentary evidence as specified in Chapter IV of the ToR;
 - 8.1.7. documents or statements to confirm that the equipment offered under the contract is subject to a VAT rate other than 23% (i.e. 8%) – if applicable.
9. If the Contractor reserves wishes to reserve the right to keep confidential from other participants in the proceedings the information constituting a company secret within the meaning of the provisions on counteracting unfair competition, the Contractor include the relevant statement in the text of the tender, specifying a list of documents subject to reservation and the reasons for their confidentiality. Documents marked as 'Restricted document' should be attached together with the above-mentioned statement, at the end of the tender. The Contractor may not keep confidential the information referred to in Article 222(5) of the PPPA Act. All costs associated with the preparation and submission of the tender shall be borne by the Contractor.

Chapter XIII – Timeline for submission and opening of tenders.

1. Tenders must be submitted **by 15th November 2023 by 10:00 AM**, in accordance with the rules set out in Chapter IX(1-2) of the ToR.
2. Before the closing date for submission of tenders, the Contractor may withdraw the tender in accordance with the regulations at <https://platformazakupowa.pl>. The method of withdrawal of the tender is described in the instructions available at: <https://platformazakupowa.pl/strona/45-instrukcje>. A tender may not be withdrawn after the closing date for submission of tenders.
3. The Awarding Entity shall reject any tender submitted after the closing date for submission of tenders.
4. The opening of the tenders shall take place **on 15th November 2023, at 10:30 AM** via <https://platformazakupowa.pl>
5. If the closing date for submission of tenders is changed, the Awarding Entity shall post the relevant information on <https://platformazakupowa.pl> – buyer profile address – [dhttps://platformazakupowa.pl/pn/uj_edu](https://platformazakupowa.pl/pn/uj_edu), in the section 'Notifications' designated for the currently ongoing procedure.
6. In the event of a failure of the ICT system, making it impossible to open the tenders on the date specified by the Awarding Entity, the tenders shall be opened immediately after the failure is remedied.
7. The Awarding Entity shall post the amount intended to be allocated for the financing of the contract, such information to be posted at the latest before the opening of tenders on <https://platformazakupowa.pl> – buyer profile address - https://platformazakupowa.pl/pn/uj_edu, in the section 'Notifications' in the tab designated for the currently ongoing procedure.
8. Immediately after the opening of tenders, the Awarding Entity shall post the following information on the website:
 - 8.1 business names and registered offices / full names and addresses of residence of the Contractors whose tenders have been opened;
 - 8.2 prices or costs proposed in the tender.
9. The Award Entity shall not hold the opening of tenders in a public session the Contractors in attendance, nor shall it broadcast the opening online via electronic video transmission software.

Chapter XIV – Price calculation method.

1. The tender price shall be quoted in PLN or EUR and offered based on individual detailed calculation, taking into account taxes as well as discounts, rebates etc. which the Contractor intends to grant, and all costs related to contract performance, including the costs of delivery to the Purchaser's premises, transport, lifting, assembly/installation, commissioning of the equipment and training, as well as the costs of services provided under warranty and liability for defects.
2. The total gross price offered based on the Contractor's individual detailed calculation must correspond to the price stated by the Contractor in the tender form.
3. Prices must be quoted and calculated to two decimal places (rounding rule – under 5 should be omitted, above and equal to 5 should be rounded up).
4. If a tender is submitted, the selection of which would lead to the creation of a tax obligation for the Awarding Entity in accordance with VAT regulations, the Awarding Entity, in order to evaluate such a tender, shall add to the offer price the value added tax that it would be obliged to pay in accordance with these regulations.
5. When submitting a tender, the Contractor shall notify the Awarding Entity whether the selection of the tender will cause the Awarding Entity to incur tax liability, indicating the name (type) of the goods or services whose supply or provision will lead to tax liability, and specifying their value without the amount of tax.
6. If the offered equipment is subject to a VAT rate other than 23% (i.e. 8%), the Contractor shall attach to the tender documents or statements to confirm this altered rate.
7. If tenders are submitted with prices offered in different currencies (PLN and EUR), the Awarding Entity shall adjust the prices for comparison purposes, i.e. bids with prices in EUR will be converted into PLN according to the average exchange rate of the National Bank of Poland on the day preceding the closing date for submission of tenders.

Chapter XV – The Awarding Entity's criteria for selecting a tender, accompanied by the relevance weightings of the criteria and method of tender evaluation.

1. Tender evaluation criterion:
Gross price for the entire contract award - 100%
2. The points awarded for the criterion 'gross price for the entire contract award' shall be calculated according to the following formula:

$$C = (C_{naj} : C_o) \times 100$$

Where:

C - the number of points awarded to a given tender,

C_{naj} - lowest price among valid tenders,

C_o - price quoted by the relevant Contractor.

The maximum number of points that a Contractor can score is 100.

3. All scores will be stated to two decimal places (no rounding).
4. The top-scoring tender shall be considered the most advantageous.
5. If tenders with the same price have been submitted, the Awarding Entity shall call upon the Contractors who submitted such tenders to propose additional tenders within the time-limit specified by the Awarding Entity.

Chapter XVI - Formalities to be completed after the tender selection in order to conclude a public procurement contract.

1. Before signing the contract, the Contractor should deliver:
 - 1.1. a copy of the agreement(s) setting out the grounds and rules for joint bidding for the award of the public contract - in the event that a tender is submitted by entities acting jointly (i.e. a consortium).
 - 1.2. a list of subcontractors (if any), specifying the scope of the works assigned each of them,

- 1.3. statement of non-exclusion - Article 7(1) of Polish Act on Special Solutions to Counteract Support for Aggression against Ukraine and to Protect National Security of 13 April 2022 (i.e. Journal of Laws of 2023, item 129) - in the case of Contractors applying jointly for contract award, the statement should be provided by each of them.
2. The selected Contractor shall sign the contract at a date and place designated by the Awarding Entity.

Chapter XVII - Performance bond requirements.

The Awarding Entity shall not require a performance bond.

Chapter XVIII - Draft contractual provisions - Appendix 2 to the ToR.

Chapter XIX – Remedies available to the Contractor during the tendering procedure

1. The Contractor shall be entitled to legal remedies if it has or had a beneficiary interest in securing the contract award and may suffer a loss as a result of the Awarding Entity violating the provisions of the PPPA.
2. Appeal may be made where:
 - 2.1. the Awarding Entity has taken action during the tendering procedure in breach of the PPPA provisions, including the draft contractual provisions;
 - 2.2. the Awarding Entity during the tendering procedure has omitted to take any action required by the PPPA provisions.
3. Appeals shall be reviewed by the President of the National Chamber of Appeals either in writing or in electronic form with a trusted signature.
4. Parties and participants in appeal proceedings have the right to lodge a complaint to the court against the decision of the National Chamber of Appeals and the decision of the President of the National Chamber of Appeals referred to in Article 519(1) of the PPPA. The court of jurisdiction shall be the District Court in Warsaw (the Public Procurement Court), through the Chairman of the National Chamber of Appeals.
5. Detailed information on legal remedies shall be found in Section IX 'Legal Remedies' of the PPPA.

Chapter XX – General provisions

1. The Awarding Entity shall not allow partial tenders, its reluctance to divide the contract award into parts being justified by the following reasons: *This procedure is for the supply of one complete testing equipment (testing system), which should be offered by a single Contractor at one time to allow obtaining better prices and effects when awarding a contract with a larger scope. For these reasons, with the scope of the award thus defined, the non-division of contracts into parts does not justify the narrowing of the circle of potential Contractors.*
2. The Awarding Entity does not intend to enter into a framework agreement.
3. The Awarding Entity does not intend to award a contract involving the repetition of deliveries of a similar nature to those under Article 214(1)(8) of the PPPA.
4. The Awarding Entity does not intend to accept alternative tenders.
5. Settlements between the Contractor and the Awarding Entity shall be made in Polish zlotys (PLN) or in euros (EUR).
6. The Awarding Entity shall not allow an electronic auction.
7. The Awarding Entity shall not allow a cost refund for participating in the proceedings.
8. The Awarding Entity requires that the Contractor's tender specifies the scope of works to be outsourced to subcontractors under the provisions of these ToR.

Chapter XXI – Personal data processing

Pursuant to Articles 13 and 14 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46/EC (General Data Protection Regulation, hereinafter 'GDPR') in conjunction with Article 19(1) of the PPPA, be aware

that:

1. The **controller** of your personal data is the Jagiellonian University, Gołębia 24, 31-007 Kraków, represented by the Chancellor of the Jagiellonian University.
2. **Jagiellonian University has appointed a Data Protection Supervisor**, Gołębia 24, 31-110 Kraków, room No. 27. The Supervisor can be contacted via e-mail: iod@uj.edu.pl or by phone at +48 12 663 12 25.
3. Your personal data will be processed on the basis of Article 6(1)(c) of the GDPR for the purpose related to the public procurement procedure, **Case No. 80.272.398.2023**.
4. Providing your personal data is a statutory requirement specified in the provisions of the PPPA, related to participation in the public procurement procedure.
5. The consequences of failing to provide personal data arise from the PPPA.
6. Recipients of your personal data will be persons or entities to whom the documentation of the proceedings will be made available on the basis of Article 18 and Article 74(3) and (4) of the PPPA, while personal data referred to in Article 9(1) of the GDPR, collected in the course of the contract award procedure, shall not be made available.
7. Your personal data will be stored in accordance with Article 78(1) of the PPPA for a period of at least 4 years counted from the date of completion of the public procurement procedure or until the expiry of the possibility of control of the project co-financed or financed from European Union funds or the durability of such a project or other agreements or obligations arising from the implemented projects.
8. You have the following rights:
 - 8.1. under Article 15 of the GDPR, the right of access to your personal data;
 - 8.2. under Article 16 of the GDPR, the right to rectify your personal data;
 - 8.3. under Article 18 of the GDPR, the right to request the controller to restrict the processing of personal data,
 - 8.4. the right to lodge a complaint with the President of the Data Protection Authority if you consider that the processing of your personal data violates the provisions of the GDPR.
9. You do not have the following rights:
 - 9.1 the right to erasure of personal data in connection with Article 17(3)(b), (d) or (e) of the GDPR,
 - 9.2 the right to data portability as referred to in Article 20 of the GDPR,
 - 9.3 the right to object to the processing of your personal data, as the legal basis for the processing of your personal data is Article 6(1)(c) in conjunction with Article 21 of the GDPR.
10. **Your personal data referred to in Article 10 of the GDPR** may be made available in order to enable you to use the legal remedies referred to in Section IX of the PPPA, until filing for such remedies becomes time-barred.
11. The Awarding Entity would like to inform you that no decisions will be taken by automated means with **regard to your personal data**, pursuant to Article 22 of the GDPR.
12. In the event that it would take a disproportionate effort to comply with the obligations referred to in Article 15(1) - (3) of the GDPR in order to allow you to exercise your right referred to in 8(a) above, **the Awarding Entity may require you** to provide more information to clarify the request, in particular the name or date of the public procurement procedure initiated or completed.
13. **Your exercise** of the right specified in 8(b) above to rectify or supplement your personal data, as referred to in Article 16 of the GDPR, shall not result in changing the outcome of the public procurement procedure or altering the provisions of the contract to an extent that is incompatible with the PPPA, nor shall it affect the integrity of the record of the public procurement procedure and its appendixes.
14. **Your exercise** of the right specified in 8(c) above to request the restriction of processing referred to in Article 18(1) of the GDPR shall not restrict the processing of your personal data until the end of the public procurement procedure and also after the procedure in the event of the circumstances referred to in Article 18(2) of the GDPR (*the right to restrict processing shall not apply in respect of storage, in order to ensure the exercise of legal remedies or to protect the rights of another natural or legal person, or for compelling reasons of public interest of the European Union or of a Member State*).

Terms of reference – Call for tenders in a procedure to select a Contractor for the supply and commissioning of a crystallography robot with accessories, for the Jagiellonian University's Department of Biology, Biochemistry and Biotechnology.

Case No: 80.272.398.2023

Chapter XXII – Appendixes to the ToR

Appendix A – Contract details;

Appendix 1 – Tender form;

Appendix 2 - Draft contractual provisions.

Appendix A to the ToR

CONTRACT DETAILS

PURCHASE OF A CRYSTALLOGRAPHY ROBOT WITH ACCESSORIES (1 system), compatible with the following technical, functional and performance parameters:

Specification:

No.	Parameter	Required minimum technical parameters
1.	Robot specifications:	<ul style="list-style-type: none"> - Enables screening, protein droplet positioning and nucleation in a single protocol; - Plate preparation (container and protein) is possible in less than 2 minutes (depending on the crystallographic test); - Setting up vapour diffusion crystallisation experiments in the sitting and hanging positions; - Droplet configuration for batch crystallisation (in oil); - Combines individual precipitant and protein solutions in sample crystallization wells; - Modular design for modifiable well configuration; - A minimum of three modules per set; - No disposable materials; - Expected service life of the equipment and all spare parts over 5 years
2.	96 syringe head:	<ul style="list-style-type: none"> - 96 flexible nitinol needles as a minimum (metal with memory); - Accurate volume dispensing from 100 nl to 100 µl with a CV of less than 5%; - Deep-well plate sampling (minimum 1 ml) - Transferring one crystallisation plate from the reserve wells to the crystallisation wells.
3.	Base:	<ul style="list-style-type: none"> - X-Y table with two plate positions and one washing station; - Rinsing module and rinsing module for nano-doser (protection against contamination risk) - Minimum of 4 positions for tubes (0.2 ml for protein sampling with a needle); - Minimum of 8 positions (0.2 ml for sampling of crystallisation seeds with LCP needle); - LCP adapter for using glass plates.
4.	Protein dosing nano-head:	<ul style="list-style-type: none"> - Non-contact nano-doser for protein dosing; - Dispensing from 50 nl to 100 µl with a CV of less than 5%; - Two suction/dosing options: Sample ejection by air or liquid; - Possibility of sample recovery to minimise total consumption of protein solutions; - Capable of working with 24-, 48-, 96-, 384- and 1536-well plates.
5.	LCP-dispensing syringe head:	<ul style="list-style-type: none"> - For the lipid cubic phase, bicelles, sponge phase and crystallisation seeds; - Dispensing 25 nl to 2 µl viscous solutions with a CV < 5% in less than 90 seconds; - Dispensing bicelles of up to 10 nl; - Ability to add additives to the solution; - Self-adjusting syringe needle and integrated LCP mixer;

		<ul style="list-style-type: none"> - Dispensing highly viscous substances such as 100% glycerol; - Dosing directly from plates containing sets of crystallisation solutions.
6.	Chamber:	<ul style="list-style-type: none"> - Chamber for robotic systems to ensure constant humidity 4,254.00, maximum 70%); - Without trolley base, external dimensions of (W x H x D): 900 x 900 x 900 mm due to type of experiments, available space and laboratory requirements.
7.	Plate compatibility:	<ul style="list-style-type: none"> - Suitable for deep-well, 96-, 384- and 1536-well plates; - Compatible with crystallization plates with up to 5 crystallisation wells and one reserve well; - The software will support well-known plates from several companies such as Intelli, Greiner, Swissci MRC, Corning boards; - Further plate definitions to be added in the software;
8.	Maximum dimensions:	<ul style="list-style-type: none"> - Base (H x W x D): 51 x 59 x 59 cm (31 kg); - Wash pumps (H x W x D): 33 x 17 x 36 cm (2.5 kg); - Protein dispensing head (H x W x D): 24 x 15 x 41 cm (8.4 kg); <p>Due to the type of experiments, available space and laboratory requirements.</p>
9.	Power supply:	<ul style="list-style-type: none"> - Base unit: 120/240 Vac, 3 A, 50/60 Hz; - Wash pumps: 120/240 Vac, 2 A, 50/60 Hz; - Protein dispensing head: 120/240 Vac, 1.5 A, 50/60 Hz.
10.	Accessories:	<ul style="list-style-type: none"> - Laptop computer with Windows 7 or Windows10 operating system preferred due to compatibility with other software used by the Awarding Entity and installed software.
11.	Software:	<ul style="list-style-type: none"> - Drag-and-drop; - Free standing licence; - Free cloud-based software updates to be sent to the Purchaser; - Provision for drop mixing ratio modification and using other sources as additives.
12.	Rules for warranty service:	<ul style="list-style-type: none"> - A minimum warranty period of 1 year, to cover the following services: - Assistance by phone, email and via software supporting remote communication (Skype, MS Teams, Teamviewer); - Free-of-charge visits by the Contractor's technicians when repairs are needed; - Free spare parts; - A response time of less than 24 hours on working days; - As set out in the draft contract provisions.
13.	Certificates:	<ul style="list-style-type: none"> - CE - The Awarding Entity requires the following to be delivered along with the object under contract

Appendix 1 to the ToR

TENDER FORM – Case No 80.272.398.2023

AWARDING ENTITY: **Jagiellonian University**
Gołębia 24, 31-007 Kraków;
Unit in charge of the case: **Jagiellonian University Public Procurement Department**
Straszewskiego 25/3 and 4, 31-113 Kraków

(Business) name of Contractor:

Registered address:

Address for deliveries:

Contact:
phone:
fax:
e-mail:

Other data:
NIP (Tax ID):
REGON (Statistical number):

Data allowing access to documents confirming the authority of the person acting on behalf of the Contractor (please tick the appropriate box and complete if necessary):

- KRS search engine:** <https://ekrs.ms.gov.pl/web/wyszukiwarka-krs/strona-glowna/>,
- CEIDG entry viewer:** <https://aplikacja.ceidg.gov.pl/ceidg/ceidg.public.ui/search.aspx>,
- to be found in free and publicly accessible databases available at the following Internet address (specify Internet address):** <https://.....>,
- to be found in the document(s) attached to the tender.**

The following tender is submitted in response to a notice for a non-negotiable tender procedure in basic format to select a Contractor for the delivery and commissioning of a crystallography robot with accessories for the Jagiellonian University’s Faculty of Biology, Biochemistry and Biotechnology:

- 1) **we offer to perform the entire contract award for the total net price PLN/EUR* plus due VAT in the amount of%, which equals the gross price PLN/EUR* (in words: *);**
- 2) we represent that we offer a warranty for the entire scope of the contract, with a duration and terms consistent with ToR requirements;
- 3) we represent that we offer to perform the contract in a manner consistent with the requirements and conditions specified by the Awarding Entity in the ToR and we acknowledge our acceptance of the contractual terms and payment conditions specified in the ToR and in the draft contract attached to the ToR;
- 4) we represent that the selection of our tender:
 - will not give rise to any tax liability for the Awarding Entity in accordance with the value added tax regulations*;

- will give rise to a tax obligation for the Awarding Entity in accordance with the value added tax regulations. The tax obligation will apply to (Insert the name / type of goods or services giving rise to tax obligation for the Awarding Entity in accordance with the value added tax regulations) covered under the **contract***;
- 5) we represent that the tender offered by us shall remain valid for the period specified in Chapter XI of the ToR;
- 6) we represent that we have complied with the information obligations arising from Articles 13 and 14 of Regulation 2016/679 of the EU Parliament and of the Council of 27 April 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 with respect to natural persons from whom we have directly or indirectly obtained personal data for the purpose of this contract award procedure;
- 7) I represent that I am (**choose the relevant option**): a micro-enterprise, a small enterprise, a medium-sized enterprise, a sole trader, a non-business natural person, other, (specify):.....;
- 8) if we win the award, we shall conclude a contract such place and time as decided by the Awarding Entity;
- 9) The contact person authorised to liaise with the Awarding Entity regarding submissions and other contracting business is:, e-mail:, phone: (provide one of these),
- 10) The tender consists of* pages numbered consecutively,
- 11) The tender has been filed with the following appendixes:
 - Appendix 1** – Contractor's statement of non-exclusion;
 - Appendix 2** - Detailed price calculation reflecting the ToR requirements and provisions;
 - Appendix 3** - List of subcontractors (if applicable);
 - Appendix 4** – Contractors applying jointly for contract award are required to include in their tender a list of subcontractors, specifying the deliveries and services to be provided by each (if applicable);
 - other** – documentary evidence and other items*.

Note: where the draft contract provisions contain dotted spaces or items marked with a asterisk (*), these should be filled in or crossed by the Contractor as appropriate.

Appendix 1 to the tender form

STATEMENT OF NON-EXCLUSION

This document is filed in fulfilment of the requirements of a contract award procedure to select a Contractor for the supply and commissioning of a crystallography robot with accessories for the Jagiellonian University's Faculty of Biology, Biochemistry and Biotechnology, case number 80.272.398.2023:

I. THE CONTRACTOR'S REPRESENTATIONS

1. I represent that I am not subject to exclusions defined in Article 108(1) of the PPPA Act.
2. I represent that I am not subject to exclusions defined in Article 109(1)(1), (4), (5) and (7 – 10) of the PPPA.
3. I represent that I am not subject to exclusions defined in Article 7(1) of the Polish Act on Special Solutions to Counteract Support for Aggression against Ukraine and to Protect National Security of 13 April 2022 (Journal of Laws of 2023, item 129), i.e.:
 - 3.1 I am not a Contractor listed as specified in Regulation 765/2006 and Regulation 269/2014 or listed on the basis of a listing decision determining the application of the measure referred to in Article 1(3) of the aforementioned Act;
 - 3.2 I am not a Contractor whose beneficial owner within the meaning of the Polish Money Laundering and Terrorist Financing Prevention Act of 1 March 2018 (Journal of Laws of 2022, items 593 and 655) is a person listed as specified in Regulation 765/2006 and Regulation 269/2014 or listed as being such beneficial owner as of 24 February 2022, provided that the listing is based on a listing decision determining the application of the measure referred to in Article 1(3) of the aforementioned Act;
 - 3.3 I am not a Contractor whose parent entity, within the meaning of Article 3(1)(37) of the Polish Accounting Act of 29 September 1994 (Journal of Laws of 2021, item 217, 2105 and 2106), is an entity listed as specified in Regulation 765/2006 and Regulation 269/2014 or listed as being such parent entity as of 24 February 2022, provided that the listing is based on a listing decision determining the application of the measure referred to in Article 1(3) of the aforementioned Act.

I represent that I am subject to the following grounds for exclusion on the basis of Article of the PPPA (*state applicable grounds for exclusion from among those listed above*). Furthermore, I represent that in connection with the aforementioned circumstances, pursuant to Article 110(2) of the PPPA, I have taken the following corrective measures:

.....

I represent that I am subject to the following grounds for exclusion on the basis of Article of the Polish Act on Special Solutions to Counteract Support for Aggression against Ukraine and to Protect National Security of 13 April 2022 (Journal of Laws of 2023, item 129), (*state applicable grounds for exclusion from among those listed above*)

.....

II. STATEMENT CONCERNING A SUBCONTRACTOR OTHER THAN THE ENTITY ON WHOSE RESOURCES THE CONTRACTOR RELIES*

I represent that in relation to the following subcontractor(s): (*provide full (business) name, address, and as appropriate: NIP (Tax ID)/PESEL Number, KRS (National Court Register)/CEiDG (Central Register of Business Activity and Information)*),

.....

there are no grounds for exclusion from the procedure.

STATEMENT

I represent that in relation to the entity provide full (business) name, address, and as appropriate: NIP (Tax ID)/PESEL Number, KRS (National Court Register)/CEiDG (Central Register of Business Activity and Information), the following grounds for exclusion exist on the basis of Article of the PPPA (state applicable grounds for exclusion from among those listed above). Furthermore, I represent that in connection with the aforementioned circumstances, pursuant to Article 110(2) of the PPPA, I have taken the following corrective measures:

.....
.....

I represent that all information provided in the above statements is up-to-date and truthful and has been provided in full knowledge of the consequences of providing inaccurate representations to the Awarding Entity.

Appendix 2 to the tender form

Detailed price calculation

No.	Contract	Number of pieces of equipment	Type/ model/manufacturer of equipment	Net value of the contract [PLN/EUR]	Gross value of the contract [PLN/EUR]
1.	Complete crystallography robot including accessories (one system) and software, in accordance with the ToR	1			
TOTAL:			[PLN/EUR]*[PLN/EUR]*

** delete as appropriate*

Appendix 3 to the tender form

**STATEMENT
(list of subcontractors)**

We represent that:

- we will outsource to* the following subcontractors the following portions (scope) of the contract

1. Subcontractor (provide full (business) name, address, and as appropriate: NIP (Tax ID)/PESEL Number, KRS (National Court Register) / CEiDG (Central Register of Business Activity and Information)

.....
scope of contract:

.....

2. Subcontractor (provide full (business) name, address, and as appropriate: NIP (Tax ID)/PESEL Number, KRS (National Court Register) / CEiDG (Central Register of Business Activity and Information)

.....
scope of the contract:

.....

- we will not outsource* any part (scope) of the contract to subcontractors

(if the Contractor does not delete any of the above options, the Awarding Entity will consider no works under the contract will be subcontracted).

In [name of locality] on 2023

* delete as appropriate

Appendix 2 to the ToR



Draft contractual provisions 80.272.398.2023 – template

concluded in Kraków on 2023 between:
the Jagiellonian University with its registered office in Gołębia 24, 31-007 Kraków, NIP (Tax ID) 675-000-22-36, hereinafter referred to as the ‘Awarding Entity’, represented by:

..... -, with the financial countersignature of the Jagiellonian University Financial Officer

a

....., entered in the CEIDG (*Central Register of Business Activity and Information*) / National Court Register, under number:, NIP (Tax ID):, REGON (*Statistical number*):, share capital PLN....., hereinafter referred to as the ‘Contractor’, represented by:

As a result of the completion of the basic procedure without the negotiations stage, pursuant to Article 275(1) of the Polish Public Procurement Act of 11 September 2019 (Journal of Laws 2023, item 1605 as amended), the following Agreement has been concluded:

§ 1 Object of the Agreement

1. The Awarding Entity commissions the Contractor and the Contractor agrees to deliver and start up a crystallography robot with accessories [one (1) system], hereinafter referred to as equipment, with the technical, functional and performance parameters specified in Appendix A to the ToR, for the needs of the Jagiellonian University’s Department of Biology, Biochemistry and Biotechnology in Kraków.
2. Under the Agreement, the Contractor shall provide the following related services:
 - 2.1. transport, delivery, start-up of the equipment at the place indicated by the Awarding Entity, i.e. the registered office of the Jagiellonian University’s Department of Biology, Biochemistry and Biotechnology in Kraków (30-387), Gronostajowa 7;
 - 2.2. provide up to 30 hours of on-site training for up to 7 members of the Awarding Entity’s staff;
3. The Awarding Entity commissions the Contractor and the Contractor agrees to carry out all the necessary activities to accomplish the object of the Agreement.
4. The documentation of the procedure, including in particular the Terms of Reference with their appendixes (hereinafter referred to as the ‘ToR’) and the Contractor’s tender dated shall form an integral part of this Agreement.
5. The Contractor shall perform the object of the Agreement, including related services **within 5 weeks, counting from the day of awarding the contract, i.e. signature of the Agreement.**
6. The delivery, including the provision of accompanying services, shall take place on working days from 7:30 AM to 3:30 PM, working days being understood for the purposes of this Agreement as Monday to Friday, excluding public holidays within the meaning of Articles 1 and 1(a) of the Polish Public Holidays Act of 18 January 1951 (Journal of Laws 2020, item 1920, as amended).
7. The Contractor shall bear full financial and legal liability for any damage caused to the Award Entity and any third parties, for damage caused by activities carried out in performance of this Agreement.
8. The subcontracting of a part of the Agreement to subcontractors shall not alter the Contractor’s obligations to the Awarding Entity related to the performance of that part of the Agreement. The Contractor shall be liable for any acts, omissions and negligence of its subcontractors and their employees as if they were its own.

§ 2 Representations of the Contractor

1. The Contractor hereby represents that:
 - 1.1. it possesses the appropriate expertise, experience and facilities to perform the object of the Agreement;
 - 1.2. the object of the Agreement is complete (in particular with all components, parts, materials necessary for start-up and operation), has a CE declaration of conformity, comes from a legal source, its purchase and use for its intended purpose shall not infringe any laws, including any third-party rights;
 - 1.3. shall perform the object of this Agreement using superior quality materials and workmanship, in compliance with the agreed timeframe and with due diligence, in keeping with the best industry standards applicable to its business.
2. The Contractor represents that it shall perform the object of the Agreement with its own resources / with its own resources and with the assistance of subcontractors.¹
3. Subcontracting a part of the object of the Agreement to subcontractors shall remain without prejudice to the Contractor's obligation to the Awarding Entity to perform that part of the Agreement properly. The Contractor shall be liable for the acts, omissions and negligence of its subcontractors as if they were its own.²
4. If, in the course of the contract award procedure, as a result of which this Agreement is concluded the Contractor relied on resources of other entities which are its subcontractors, to the extent set out in Article 118(3) in connection with Article 122 of the PPPA, where such subcontractor has changed, the Contractor shall prove that the Contractor alone or the new subcontractor fulfils the conditions for participation in the procedure to an equal or higher degree than required by the ToR. The Contractor shall prove that the new third-party entity or subcontractor is not subject to exclusion from the procedure.

§ 3 Remuneration

1. The amount of remuneration payable to the Contractor for the performance of the object of the Agreement has been determined on the basis of the Contractor's tender.
2. The remuneration for the object of the Agreement shall be set at the **net** amount of: **EUR/PLN....., which at the applicable VAT rate of%, gives the gross amount of: EUR/PLN..... (in words: PLN /¹⁰⁰100).**
3. The remuneration referred to in §3(2) 2 shall include all costs (in particular the costs of delivery, warranty services, liability for defects and start-up of the Equipment and training) which the Contractor should have foreseen for the proper performance of the Agreement.
4. The Awarding Entity is a VAT payer and has VAT registration number 675-000-22-36.
5. The Contractor is a VAT taxable entity and has a TIN or is not a VAT taxable entity in the Republic of Poland.
6. The VAT due on the amount of remuneration shall be paid by the Awarding Entity to the account of the relevant Tax Office in the event that the Awarding Entity becomes liable to pay such tax in accordance with VAT regulations.³

§ 4 Invoicing

1. The Contractor shall receive remuneration upon full completion of the object of the Agreement, as confirmed by an unqualified acceptance report and upon submission of a correctly issued invoice to the organisational unit specified in § 1(2)(1) of the Agreement.
2. The invoice for the completed and accepted object of the Agreement shall fall due **30 days** from the date of delivery of a correctly issued invoice and acceptance of the object of the Agreement and

¹ Depending on the tender deemed most advantageous

² Depending on the tender deemed most advantageous

³ If applicable

- the signature of an unqualified acceptance report by a duly authorised representative of the Awarding Entity.
3. The invoice should be issued as follows:
**Jagiellonian University, ul. Gołębia 24, 31-007 Kraków,
NIP: 675-000-22-36, REGON: 000001270**
and specify for unit of the Awarding Entity the Agreement was performed.
 4. The day of acceptance of the object of the Agreement shall be deemed to be the day on which the Contractor actually completes performing the object of the contract award, as recorded in the acceptance report.
 5. The Parties agree that the Awarding Entity shall document defects/damage, in particular by photographing them. This applies in particular to defects and damage caused during delivery (transport).
 6. If the object of the Agreement arrives at the Awarding Entity's premises damaged or has defects that make it unusable, the Contractor shall replace it at its own risk and expense, as soon as possible, as agreed between the Parties, with the Awarding Entity's reserving the right to apply contractual penalties for failure to meet the agreed timeframe.
 7. In the event that the object of the Agreement arrives at the Awarding Entity's premises damaged or defective, the Awarding Entity shall record such damage or defects in the acceptance report, but such an acceptance report shall not confirm the completion of the Agreement and shall not constitute the basis for payment of the Contractor's remuneration, unless the Awarding Entity expressly specifies otherwise in the report.
 8. The object of the Agreement may be delivered in parts; however, delivery of all parts comprising the object of the Agreement may not be later than by the closing date specified in § 1(5) of the Agreement. The acceptance report for the object of the Agreement may be signed upon the object's delivery in its entirety to the Awarding Entity when no visible defects have been detected and upon completion of the related services.
 9. The acceptance of the delivery of the object of the Agreement and the signature of the acceptance report by the Awarding Entity's employee shall be conditional upon commissioning the working equipment and delivery with it of the warranty card, operating and service manuals in English or Polish in electronic or paper form, technical documentation of the object of the Agreement and, where so required by the Agreement, the ToR or Appendix A to the ToR, certificates or other relevant documents.
 10. The acceptance report for the object of the Agreement shall be executed with the participation of authorised representatives of the Parties to the Agreement, after verifying that the object of the Agreement complies with the terms of the Agreement, the ToR and its appendixes, and the Contractor's tender, as well as subject to completion of the related services.
 11. The Awarding Entity shall complete acceptance of the object of the Agreement without delay, no later than 5 working days from the date on which it receives notice from the Contractor, provided that the object of the Agreement is free of defects.
 12. The signature of the acceptance report shall not prevent the Awarding Entity from asserting claims for improper performance of the Agreement, in particular where the Awarding Entity discovers defects in the object of the Agreement after acceptance.
 13. Delivery of the equipment comprising the object of the Agreement shall not be tantamount to commissioning. The acceptance report for the object of the Agreement cannot be signed before the object of the Agreement has been duly performed.
 14. The remuneration due to the Contractor shall be paid by transfer from the Awarding Entity's bank account to the Contractor's bank account shown on the invoice.
 15. The place of payment shall be the Awarding Entity's Bank and payment shall take place as soon as the transfer order is made by the Awarding Entity.
 16. The Contractor shall not have the right to assign to third parties the claims under this Agreement without the prior written consent of the Awarding Entity, subject to §4(19) and §4(20) below.
 17. Where the Contractor issues structured electronic invoices within the meaning of Article 6(1) of the Polish Act on Electronic Invoicing in Public Procurement, Concessions for Works or Services

and Public-Private Partnerships (Journal of Laws 2023 item 1570 as amended) via the Electronic Invoicing Platform at: <https://efaktura.gov.pl/>, the Contractor shall enter the following e-mail address:in the box 'reference.'

18. The Contractor shall indicate on the invoice the account number that has been disclosed in the VAT register kept by the Head of the National Fiscal Administration (also known as the 'White list' – Article 96b(1) of the Polish Goods and Services Act of 11 March 2004 (Journal of Laws 2023, item 1570 as amended), hereinafter referred to as 'GST'
19. In the event that the Contractor's bank checking account is not disclosed on the 'White List', the Awarding Entity shall be entitled to pay the remuneration to the account indicated in the Contractor's invoice, using the split payment mechanism or notify the head of the relevant tax office when making the first payment of remuneration by transfer to the account indicated in that invoice.
20. In the event that the Contractor is registered as an active VAT payer, the Awarding Entity may make payment of remuneration using the split payment mechanism, i.e. in the manner specified in Article 108(a)(2) GST. The first sentence shall not apply if the object of the Agreement comprises business activity exempt from VAT or subject to a 0% VAT rate.
21. The Contractor confirms that the bank account disclosed on the invoice is exclusively for the purpose of settlements for its business activity, for which a VAT account is maintained.

§ 5 Guarantee and warranty

1. The Contractor shall perform the object of the Agreement without any defects (faults); however, it shall verify the compliance of the markings on the object of the Agreement with the data contained in the guarantee document (guarantor's statement) indicated in §5(2) of the Agreement, as well as the condition of seals and other protections placed on it, if such protections have been applied.
2. Together with the delivery of the entire object of this Agreement, the Contractor shall provide the Awarding Entity with a guarantee document (guarantor's statement), the contents of which shall include at least the following information: name and address of the guarantor or its representative in the Republic of Poland, duration and territorial range of the guarantee protection, rights to which the Awarding Entity is entitled in the event of discovering a physical defect, as well as a statement that the guarantee does not exclude, limit or suspend the Awarding Entity's rights under the Polish Civil Code in respect of the provisions on warranty for defects.
3. The Contractor shall provide a **one (1) year guarantee** for the object of the Agreement, counting from the date of performance of the Agreement, i.e. from the date of acceptance of the object of the Agreement, confirmed by an unqualified acceptance report, taking into account the warranty provisions in the ToR. Under the guarantee, the Contractor shall provide free of charge (included in the offer price) ongoing maintenance, service and technical inspections and repair of the object of the Agreement based on the guarantee terms and during the guarantee period, as well as ensure the possibility of updating software and spare parts. The Contractor shall provide a guarantee for all equipment, components, subassemblies, and other elements included in the object of the Agreement or services purchased from third parties by the Contractor. The guarantee shall cover defects, material and design faults, as well as the failure of the supplied equipment to fulfil the utility functions declared by the Contractor. All guarantee costs shall be covered by the Contractor.
4. The guarantee shall be provided by the manufacturer or its authorised service centre or persons at the Contractor's expense at the Awarding Entity's premises, and if this is technically impossible, all organisational activities and costs related to the provision of the guarantee service outside the Awarding Entity's premises shall be borne by the Contractor.
5. If any defects are found in the completed object of the Agreement, the Contractor shall replace it free of charge or remove the defects under the terms and in the manner specified in the guarantee document (guarantor's statement) indicated in §5(2) above, taking into account the provisions of this section of the Agreement.
6. If any defects are found in the completed object of the Agreement, the Contractor shall replace it free of charge or remove the defects at the place of use of the equipment in question (on-site) within the time-limit agreed by the Parties, however, not longer than 21 days, while the response of the

service support team must take place within 24 hours from notification by phone, fax, remote communication software (e.g. Skype) or e-mail (the Next Business Day), while all organisational activities and costs related to the provision of the guarantee service outside the place of performance of the Agreement shall be borne by the Contractor. Should it become necessary to bring in specialised spare parts, the time-limit shall not be longer than 30 days, unless the Parties agree to extend the repair time on the basis of an appropriate document.

7. The Contractor guarantees the highest quality of the delivered object of the Contract in accordance with the technical specifications. Liability under the guarantee shall cover both defects arising from reasons inherent in the object of the Agreement at the time of acceptance by the Awarding Entity and any other physical defects arising from reasons attributable to the Contractor, provided that such defects become apparent within the guarantee period.
8. The guarantee period shall commence on the day following acceptance of the object of the Agreement, however, in the event that the defective object of the Agreement (its component or module) is replaced with a new one or a significant defect (fault) is rectified, the guarantee period shall commence anew from the time the repaired items (respectively the object of the Agreement, its component or module) are delivered to the Awarding Entity.
9. The guarantee period shall be automatically extended by the repair period, i.e. the time counted from the notification to the rectification of the failure or defect specified in §5(6) of the Agreement.
10. The Awarding Entity may exercise its rights under the warranty for physical defects of goods independently of its rights under the guarantee. The rights under the warranty for physical defects shall expire after 24 months from the time of delivery of the entire object of the Agreement to the Awarding Entity, as confirmed by a signed unqualified acceptance report, with the proviso that if the Awarding Entity exercises its rights under the guarantee, the time-limit for exercising the rights under the warranty shall be suspended when the Contractor has been notified of the defect (fault). The time-limit shall continue to run from the date of the Contractor's refusal to perform its obligations under the guarantee or ineffective expiry of the time-limit specified for removing the defect (fault) in the object of the Agreement.
11. As one of its rights under the warranty for physical defects of an item, the Awarding Entity may demand – in the event of defective installation of the object of this Agreement by the Contractor – that the Contractor dismantle and reinstall it after replacing defective parts with defect-free ones or removing the defect. If the Contractor fails to perform this obligation, §5(12) shall apply accordingly.
12. In the event that the Contractor fails to meet the guarantee conditions or fails to comply with the above rules, the Awarding Entity shall have the right to remove the defects (faults) by way of repair, at the Contractor's risk and expense, while retaining other rights under the Agreement. In such cases, the Awarding Entity shall have the right to engage another entity authorised by the manufacturer of the object of the Contract to remove the defects (faults), and the Contractor shall be obliged to cover the resulting costs within 14 days from the date of receipt of the demand with proof of payment.
13. The Awarding Entity shall comply with the basic operating rules specified by the manufacturer in the guarantor's statement contained in the guarantee documents or in the operating instructions provided by the Contractor, insofar as this does not contradict the provisions of this clause of the Agreement.
14. The terms of the guarantee shall not require the Awarding Entity to keep the packaging in which the equipment was delivered. The Awarding Entity may remove the packaging of the equipment after delivery without voiding the guarantee, and the delivered equipment, despite the absence of packaging, shall be covered by the guarantee service.

§6 Right of withdrawal

1. In addition to the cases listed in the Polish Civil Code, the Awarding Entity shall have the right to withdraw from this Agreement in the event of the circumstances indicated in §6(2).
2. The Awarding Entity may withdraw from the Agreement within 30 days of becoming aware that:
 - 2.1 The Contractor, as a result of its insolvency, has ceased to pay its monetary obligations for a period of at least 3 months,

- 2.2 the liquidation of the Contractor has been undertaken, or the dissolution of the Contractor without liquidation has taken place, or the termination of the economic activity of the Contractor has taken place, or the Contractor has been deleted as an entrepreneur from CEIDG (*Central Register of Business Activity and Information*),
- 2.3 an order has been issued for the seizure of the Contractor's assets to such an extent as to prevent proper performance of the Agreement,
- 2.4 The Contractor has supplied equipment that fails to comply with the terms of the Agreement or is not performing at a level required by the Agreement despite a written request to rectify the deficiencies, or the time-limit for performance of the Agreement has been exceeded by 7 days, without the Awarding Entity setting a further time-limit for the Contractor,
- 2.5 Contractor has incurred significant debt, accompanied in particular bailiff seizures or seizures by other authorised bodies with a total value exceeding 200,000.00 PLN (in words: two hundred thousand zlotys).
3. The Awarding Entity shall, notwithstanding the provisions of §6(2) of the Agreement, in the event of the occurrence of the following circumstances:
 - 3.1 within 30 days of becoming aware of the occurrence of a material change of circumstances resulting in the performance of the Agreement not being in the public interest, which could not have been foreseen at the time of conclusion of the Agreement, or further performance of the Agreement may jeopardise a fundamental interest of state security or public safety (Article 456(1)(1) of the PPPA),
 - 3.2 when an amendment to the Agreement has been made in breach of Article 454 and Article 455 of the PPPA,
 - 3.3 at the time of conclusion of the Agreement, the Contractor was subject to exclusion from the proceedings on the basis of the circumstances indicated in Chapter VII of the ToR,
 - 3.4 The Court of Justice of the European Union has found, under the procedure provided for in Article 258 of the Treaty on the Functioning of the European Union, that the Republic of Poland has failed to fulfil its obligations under the Treaties, Directive 2014/24/EU, Directive 2014/25/EU and Directive 2009/81/EC, due to the fact that the Awarding Entity awarded the contract, in breach of European Union law.
4. The Awarding Entity, in exercising its contractual or statutory right of withdrawal from the Agreement, may withdraw – at its discretion – from the Agreement in its entirety or from part thereof.
5. The Contractor shall not be entitled to contractual penalty or compensation for withdrawal by the Awarding Entity from the Contract due to circumstances attributable to the Contractor or pursuant to §6(2) and §6(3) above.
6. In cases where the Awarding Entity withdraws from the Contract on the basis of §6(3) above, the Contractor may only claim the remuneration due for the performance of a part of the Agreement.
7. Withdrawal from the Agreement shall be in writing with a statement of reasons, or else null and void.
8. Withdrawal from the Agreement shall not affect the existence and effectiveness of claims for payment of contractual penalties.

§7 Contractual penalties

1. The Contractor shall, except where the basis for the calculation of contractual penalties is its conduct not directly or indirectly related to the object of the Agreement or its proper performance, and subject to §7(3) of the Agreement, pay the Awarding Entity a contractual penalty in the following cases and amounts:
 - 1.1. withdrawal from the Agreement due to circumstances attributable to the Contractor - 5% of the gross value of the unperformed scope of the Agreement;
 - 1.2. failure to provide the on-the-job training indicated in § 1(2)(2) of the Agreement - of 5,000.00 PLN (in words: five thousand PLN) or its equivalent in EUR at the average exchange rate of the National Bank of Poland on the day preceding the closing date for submission and opening of tenders;

- 1.3. non-performance or improper performance of the Agreement - 10% of the gross remuneration specified in § 3(2) of the Agreement, improper performance of the Agreement being its performance that is contrary to the provisions of the Agreement or the Contractor's tender, or the provisions of the ToR, Appendix A to the ToR, or fails to achieve the required parameters, functionalities and performance specified in the ToR, Appendix A to the ToR and the Agreement,
- 1.4. a delay in the performance of the object of the Agreement - 0.2% of the gross remuneration specified in § 1(5) of the Agreement for each day of delay counting from the day following the closing date for the completion of the object of the Agreement specified in § 1(5) of the Agreement, but at any rate no more than 20% of the gross remuneration specified in § 3(2) of the Agreement,
- 1.5. delay in removal of defects in the object of the Agreement, identified during acceptance - 0.4% of the gross remuneration specified in § 3(2) of the Agreement for each day of delay, counting from the day following the lapse of the closing date set by the Awarding Entity for removal of defects, but at any rate no more than 20% of the gross remuneration specified in § 3(2) of the Agreement,
- 1.6. delay in removal of defects identified during the warranty or guarantee period - 0.4% of the gross remuneration specified in § 3(2) of the Agreement for each day of delay counting from the day following the closing date set as specified in §6(6) of the Agreement or in a written statement of the Parties, but at any rate no more than 20% of the gross remuneration for the object of the Agreement,

whereby the total amount of contractual penalties may not exceed 20% of the gross remuneration referred to in § 3(2) of this Agreement.

2. The Awarding Entity shall pay the Contractor a contractual penalty in the event that the Contractor withdraws from this Agreement for reasons attributable solely to the Awarding Entity, excluding the circumstance indicated in § 7(3) of the Agreement, in the amount of 5% of the gross value of the unperformed part of the Agreement.
3. The Parties may claim damages in excess of the stipulated contractual penalties on general terms, with the contractual penalties referred to in §6(1) and §6(2) being counted towards the supplementary damages claimed by the respective Party.
4. The claim for payment of contractual penalties shall become due as from the day following the day on which the factual circumstances specified in this Agreement constituting the basis for their accrual occurred.
5. The Awarding Entity shall be entitled to deduct any contractual penalties from the amount of remuneration due and payable to the Contractor as set out in the invoice or from any other possible claims of the Contractor against the Awarding Entity, and the Contractor accepts that.
6. Payment of contractual penalties shall not relieve the Contractor of its obligation to perform the Agreement.
7. In the event of withdrawal or termination of the Agreement, the Parties shall the right to enforce the contractual penalties.

§ 8 Representatives of the Parties

1. The Parties agree that the following persons are authorised to have direct contacts to ensure the proper performance of the object of the Agreement, its ongoing supervision and verification:
 - 1.1. For the Awarding Entity:..... - *phone*:, *e-mail*:
 - 1.2. For the Contractor:..... - *phone*:, *e-mail*:
2. The Parties agree that the persons named above shall not be authorised to make decisions regarding changes to the rules of performance of the Agreement, or to enter into new obligations or to amend the Agreement.

§9 Software licence

1. Under this Agreement and in exchange for the Contractor's remuneration, as indicated in §3(2) of the Agreement, the Contractor shall grant the Awarding Entity an irrevocable and temporally and

territorially unlimited and non-exclusive licence, together with the right to grant sublicences, to use the software supplied as part of the performance of the object of the Agreement to the extent and for the purpose set out in the Agreement and in the procedural documentation (referred to in § 1(4) of the Agreement), in the fields of use specified in Article 74(4) of the Polish Copyright and Related Rights Act of 4 February 1994 (Journal of Laws 2022, item 2509), i.e. in the following fields of use:

- 1.1 the permanent or temporary recording and reproduction of a computer programme in whole or in part by any means and in any form, including in so far as the reproduction is necessary for the introduction, display, use, transmission and storage of the computer programme;
- 1.2 translation, adaptation, rearrangement, modification or any other changes to the computer programme,
- 1.3 the distribution of a computer program or a copy thereof, including the free-of-charge loan or rental of a computer program or a copy thereof,
- 1.4 uploading to computer memory, the Internet and Intranet and sharing in digital form.
2. If the software manufacturer (author – right holder) is an entity other than the Contractor, the Contractor shall procure a licence for the use of such software by its manufacturer (author – right holder), unless the adopted distribution model for such software assumes sub-licensing by the Contractor. The terms and conditions of the licence granted by the software manufacturer shall be specified in the standard contractual provisions of the software manufacturer, but they must enable the Awarding Entity to use the supplied object of the Agreement in accordance with its intended purpose, for an indefinite period of time, without territorial restrictions, at least to the extent and for the purpose indicated in the Agreement and in the procedural documentation (referred to in § 1(4) of the Agreement). In the event of a conflict between the provisions of the Agreement and such terms and conditions, the Agreement shall prevail. The granting of a licence by the software manufacturer shall be covered by the remuneration referred to in § 3(2) of the Agreement.
3. The Contractor represents that the licences granted shall not be terminated by it or by the software manufacturer. Nevertheless, termination shall be permissible, but only on the grounds of a material breach of the licence conditions by the Awarding Entity, and provided that the Awarding Entity has previously received a cease-and-desist notice with a reasonable period of time and has continued to materially breach the licence conditions after the expiry of this period.
4. The Parties agree that, should the licence be terminated, the termination period shall, subject to the provisions of the next sentence, be 5 years and shall take effect at the end of the calendar year. The Parties agree that the period of notice shall be extended until the Awarding Entity has received other software, including software from another entity, and the Awarding Entity has fully migrated the data to this other software, unless these actions are completed within the period of notice referred to in sentence 1.
5. The Contractor shall grant the aforementioned licence upon the signing of an unqualified acceptance report, without the need for an additional declaration of intent by the Parties.
6. On acceptance, the Contractor shall also provide the Awarding Entity with copies of the software, either in installation versions or indicating the website address from which the aforementioned software can be downloaded.
7. In the event of transfer of material copyright by the Contractor or software manufacturer to the software referred to in §9(4) above, the Contractor shall – without charging any costs to the Awarding Entity, including the costs of licence fees – to ensure continuity of use of this software by the Awarding Entity, in particular by ensuring that the software is licensed by the acquirer of the copyrights, or by supplying new (different) software with parameters no worse than those specified in the tender documentation, together with a relevant licence with the contents at least corresponding to the terms and conditions of this agreement.
8. The Parties agree that the Awarding Entity may entrust the execution of the activities falling within the scope of the granted licence to a third party, in place of the Awarding Entity. The Contractor represents that such entrustment is fully permissible and does not violate the terms of use of the software.
9. All representations by the Parties to the Agreement shall be made in writing, or else null and void,

by registered post or by acknowledgement of receipt.

10. The invalidity of one or more provisions of this Agreement shall not affect the validity of the Agreement in its entirety, in which case the Parties shall replace the invalid provision by a provision that is compatible with the purpose and other provisions of the Agreement, or by a contractual provision in its original wording in the event that the Agreement is amended in violation of the provisions of § 12 (2) and (3) of this Agreement.

§ 10 Force majeure

1. Force majeure shall be understood as an event beyond the control of the Contractor, not resulting from its or its subcontractors' organisational problems, the occurrence or consequences of which it could not have foreseen or prevented, and which prevents the Contractor from performing, in part or in whole, its obligations under this Agreement or which has a direct impact on the timeliness and manner of performance of the Agreement. The Parties consider the following circumstances as circumstances of force majeure in particular: declared states of natural calamity, including flood and earthquake, collapse of an aircraft, general or local strikes, acts of war or declaration of martial law, terrorist attack, declared states of emergency, declared states of epidemic emergency, declared states of epidemics.
2. If, due to circumstances of force majeure, a Party is unable to perform its contractual obligations in whole or in part, it shall notify the other Party immediately. In such a case, the Parties shall agree on the manner and terms of further performance of the Agreement, temporarily suspend its execution, or the Agreement will be terminated.
3. The time-limits laid down in this Agreement may be suspended for the duration of the obstacle caused by force majeure.

§11 Amendments to the Agreement

1. Any amendments or additions to this Agreement may be made by arrangement of the Parties in the form of a written appendix, or else null and void.
2. In addition to the amendments indicated in Article 455 of the Act, the Parties allow for the possibility of amending the Agreement without the obligation to conduct a new procedure in the following cases:
 - 1.1. change of the closing date for performance of the object of the Agreement (initial, final) by its shortening or extension and/or change of the manner of performance by introducing stages of performance (with the possibility of introducing a partial payment corresponding to the value of a completed stage), suspension of performance – due to reasons attributable to the Awarding Entity, concerning in particular the lack of preparation/readiness of the place of performance/delivery, absence of the employee responsible for the performance or acceptance of the object of the Agreement, or reasons attributable to the equipment manufacturer concerning documented problems connected with the production or delivery of the equipment or for other reasons beyond the control of the Parties, including those caused by force majeure within the meaning of § 11 of the Agreement,
 - 1.2. extension of the guarantee period if extended by the manufacturer/Contractor,
 - 1.3. change of a specific type, model, name, manufacturer of the object of the Agreement or its elements, improvement of quality or other parameters characteristic for a given element of the delivery, or change of technology to an equivalent or superior one, in particular in the case of its production termination or discontinuance or withdrawal from production upon presentation of relevant documents from the manufacturer or distributor, with the proviso that the price indicated in § 3 may not be increased, and technical parameters may not be inferior to those indicated in the tender,
 - 1.4. updating of solutions due to technological progress or changes in the applicable regulations.
3. Furthermore, it shall be permissible to replace the current Contractor under this Agreement by another entity meeting the conditions for participation in the procedure and not being subject to exclusion from the procedure pursuant to Article 108(1) of the PPPA and Article 109(1) of the PPPA to the extent indicated in the procedure documents by the Awarding Entity, in the event of

merger, division, transformation, bankruptcy, restructuring, acquisition of the current Contractor or acquisition of its enterprise by the above-mentioned entity.

4. Notwithstanding the provisions of §10(1) and (2), the Parties may make non-substantial amendments to the Agreement, not constituting a material amendment to the Agreement within the meaning of Article 454(2) of the PPPA, by signing an appendix in writing or else null and void.
5. Amendments not related to the contractual provisions, e.g. when for organisational reasons resulting in the necessity to change the contact details specified in the Agreement, in particular the change of the bank account number of one of the Parties, shall not require a written appendix to the Agreement, and shall therefore be effected by means of a written declaration from the Party concerned to the other Party.

§ 12 Final provisions

1. All declarations by the Parties to the Agreement shall be made in writing, or else null and void, by registered post or by acknowledgement of receipt.
2. The possible invalidity of one or more provisions of this Agreement shall not affect the validity of the Agreement in its entirety, in which case the Parties shall replace the invalid provision by a provision that is compatible with the purpose and other provisions of the Agreement, or by a contractual provision in its original wording in the event that the Agreement is amended in violation of the provisions of § 11(1) or § 11(2) of this Agreement.
3. The Contractor shall not be entitled to transfer, assign, transfer, pledge to third parties its rights, receivables and obligations under this Agreement without the prior written consent of the Awarding Entity, otherwise being null and void.
4. The Parties shall notify each other of any change of address by registered letter, failing which any correspondence sent to the previously known address shall be deemed to have been effectively delivered.
5. Any amendments or additions to this Agreement may be made by agreement of the Parties in the form of a written appendix.
6. Any matter not covered under this Agreement shall be governed by the relevant provisions of law, including the Polish Public Procurement Act of 11 September 2019 (Journal of Laws 2023 item 1605 as amended), the Polish Act on Special Solutions Related to Prevention, Counteracting and Combating COVID-19, Other Infectious Diseases and Crisis Situations Caused by them of 2 March 2020 (Journal of Laws 2023, item 1327 as amended) and the Polish Civil Code of 23 April 1964 (Journal of Laws 2023 item 1610 as amended).
7. Should a dispute arise between the parties, out of or in connection with the Agreement, the Parties shall attempt resolve it by way of mediation by the Permanent Mediators of the Court of Arbitration at the General Attorney's Office of the Republic of Poland,⁴ in accordance with the Rules of that Court, and only if no settlement is reached before the Permanent Mediator of the Court of Arbitration at the General Prosecutor's Office of the Republic of Poland shall the dispute be submitted for settlement to a common court having jurisdiction over the registered office of the Awarding Entity.
8. This Agreement has been executed in writing under the terms of Articles 78 and 78¹ of the Polish Civil Code, i.e. bearing qualified signatures or handwritten signatures by authorised representatives of both Parties in two (2) counterparts, one (1) for each Party, subject to §12(8).
9. The Parties unanimously declare that if this Agreement is concluded in electronic form by means of a qualified electronic signature, which, pursuant to Article 78¹ of the Polish Civil Code, is equivalent to the ordinary written form. The resulting electronic document constitutes an attestation that the Parties have unanimously made declarations of intent contained therein, and the date of

⁴ The Arbitration Court of General Attorney's Office of the Republic of Poland - web address <https://sp.prokuratoria.gov.pl/>

Terms of reference – Call for tenders in a procedure to select a Contractor for the supply and commissioning of a crystallography robot with accessories, for the Jagiellonian University's Department of Biology, Biochemistry and Biotechnology.

Case No: 80.272.398.2023

conclusion shall be the date of submission of the last (subsequent) declaration of intent of its conclusion by the authorised representatives of each Party.

Awarding Entity :

Contractor :

Appendixes:

1. Acceptance report

Appendix No. 1 to Agreement No. 80.272.398.2023

stamp of the Jagiellonian University unit

Acceptance report

On in connection with Agreement No. of
.....

THE FOLLOWING ITEMS PASSED / FAILED* THE ACCEPTANCE PROCEDURE:

Supplier details

No.	Specification of supplied equipment						Date of collection
	Name	Quantity	Manufacturer	Model/type	Serial No.	Date of manufacture of the equipment	

Pursuant to the Agreement, the acceptance of the Equipment should take place by
The acceptance of the Equipment was completed according to schedule / not according to schedule*

WITHOUT COMMENTS AND OBJECTIONS / WITH COMMENTS AND OBJECTIONS*

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

Refers to invoice No. of.....
Value of goods/services

.....
signature of the receiving person

on behalf of the Awarding Entity..... on behalf of the Contractor.....

Phone:
Email address: