


<p style="text-align: center;">DZIAŁ ZAMÓWIENÍ PUBLICZNYCH UNIWERSYTETU JAGIELLOŃSKIEGO ul. Straszewskiego 25/3 i 4, 31-113 Kraków tel. +4812-663-39-03 e-mail: bzp@uj.edu.pl https://www.uj.edu.pl ; https://przetargi.uj.edu.pl</p>	
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Krakow, 3rd October, 2024

To all contractors

Concerns: procedure conducted by way of open tender, in accordance with the provisions of the Act of 29 January 2004 – Public Procurement Law Act (consolidated text Journal of Laws of 2023, item 1605, as amended), for selection of a Contractor for the delivery of klystrons (2 pcs.) for National Synchrotron Radiation Centre SOLARIS.

**QUESTIONS AND RESPONSES
TO THE ToR**

Dear Sirs,

The Contracting Authority presents below questions and responses to the ToR, in the procedure conducted for the abovementioned scope:

Questions 1:

The requested warranty terms are not business standard for the type of klystrons and cannot be fulfilled as requested. Terms can be accepted as a combination of calendar years and the usage of the Filament (Filament is a part of the klystron), i.e. 24 months or 3000 hours of Filament whichever comes first. In case of the option for warranty extension there will be an additional 12 months and 1500 hours. Please confirm that this is accepted, and we will be able to proceed with the tender.

Response 1:

The Contracting Authority accepts the Contractor's proposal. In connection with this, the following provisions of the ToR are changed as follows:

1) Chapter III – Description of the subject-matter of the contract

4.4. The Contractor shall offer a contractual guarantee (at least 24 months) at conditions indicated in the draft provisions of the contract (in the contract template).

Is replaced by the following:

4.5. The Contractor shall offer a contractual guarantee (at least 24 months or 3000 hours of usage of the filament whichever comes first) at conditions indicated in the draft provisions of the contract (in the contract template).

2) Chapter III – Description of the subject-matter of the contract

6. The Contracting Authority reserves the right to extend the warranty by an additional 12 months in accordance with the provisions of the contract template (option right).

Is replaced by the following:

6. The Contracting Authority reserves the right to extend the warranty by an additional 12 months or 1500 hours of usage of the filament whichever comes first in accordance with the provisions of the contract template (option right).

3) The appendix 1 to the ToR Bid form:

1.1) **Option right:** We offer the possibility of extending the warranty by an additional 12 months (beyond the minimum required 24 months) for a total net amount of EUR/SEK, plus applicable VAT, resulting in a gross amount of EUR/SEK, (in words: EUR/SEK *).

Is replaced by the following:

1.1) Option right: We offer the possibility of extending the warranty by additional 12 months or 1500 hours of Filament whichever comes first (beyond the minimum required 24 months or 3000 hours of usage of the filament whichever comes first) for a total net amount of EUR/SEK, plus applicable VAT, resulting in a gross amount of EUR/SEK, (in words: EUR/SEK *).

The new version of the bid form is in Appendix 1 to this document.

4) **The appendix 2 to the ToR the contract template:**

a) **§ 3 sec. 2.1** In the event that the Contracting Authority exercises the option right, the net price for an additional 12-month warranty period, including service inspections if required to maintain the warranty, amounts to, in accordance with the Contractor's bid.

Is replaced by the following:

§ 3 sec. 2.1: *In the event that the Contracting Authority exercises the option right, the net price for additional 12-month warranty period or additional 1500 hours of usage of the filament whichever comes first, including service inspections if required to maintain the warranty, amounts to, in accordance with the Contractor's bid.*

b) **§ 9 sec. 12:** The Contracting Authority has the right to extend the warranty period by an additional 12 months. The Contracting Authority shall notify the Contractor of exercising this right no later than 1 month before the expiration of the period indicated in sec. 3 above or at another mutually agreed upon date.

Is replaced by the following:

§ 9 sec. 12: *The Contracting Authority has the right to extend the warranty period by an additional 12 months or 1500 hours of usage of the filament whichever comes first. The Contracting Authority shall notify the Contractor of exercising this right no later than 1 month before the expiration of the period indicated in sec. 3 above or at another mutually agreed upon date.*

Questions 2:

The repair time is limited to 5 weeks in the contract and after that penalties are applied. The time to repair this product can take up to 10 months. We therefore suggest changing the repair time to minimum 10 months before penalty apply. In case this is not possible we need to mitigate the risk by increasing the price in our offer. Please confirm whether this is acceptable or not.

Confirmation is needed today or else we need extension of minimum one week to consider consequences before deciding to submit offer.

Response 2:

The Contracting Authority has not noticed this kind of provision in the sample contract. In the § 9 sec. 5 it is indicated that:

In the event of any fault being noticed in the delivered subject hereof, the Contractor shall be liable to an immediate and free of charge repair or replacement of the faulty element without any risk or costs for the Contracting Authority. Any repairs shall be made as soon as possible, in a term agreed by the

Parties. The Contracting Authority may elongate this term in justified cases. In case of elongation, the contractual penalty (§13 section 2 letter c) shall be due to the Contracting Authority if the Contractor exceeds this extended (elongated) deadline. All repairs shall be made by the Contractor, manufacturer (producer) or authorized maintenance center at the cost and risk of the Contractor.

The Parties shall agree on the term for repair. There is no precise provision about the term. The term for the repair can be 10 months, 12 months etc.

Please notice that in § 13 (contractual penalties) we have additional weeks (so called “grace period”) to the terms specified in other provisions of the sample of the contract. For example: The execution of the Agreement shall be completed within 10 months counting from the date of conclusion of this Agreement. However, even if the Contractor would be in faulty delay in completion of execution of the subject of the Agreement f.ex. one or two weeks (maximum 5 weeks) the contractual penalty shall not be calculated, provided the delivery was executed within this additional period. This is an extra time for the Contractor.

The Contracting Authority informs that the above questions and responses to the ToR are its integral part and due to their scope and nature, it is necessary to extend the deadline for submission and opening of offers. Therefore, the deadline for submission and opening of offers is changed to 14th October 2024, while the time and method of submitting offers remain unchanged.

At the same time, the Contracting Authority informs that the Contractor is bound by the submitted offer from the date of expiry of the deadline for submission of offers (inclusive) until 11th January 2025.

Yours faithfully

Anna Łukasik-Socha

Appendix 1 – the new version of bid form

BID FORM
Case no: 80.272.286.2024

CONTRACTING AUTHORITY – Jagiellonian University
ul. Gołębia 24, 31 – 007 Kraków;
Unit conducting the case – *Public Procurement Department of the JU*
ul. Straszewskiego 25/ 3 and 4, 31-113 Kraków

Name (Company) of the Contractor:

.....
.....

HQ address:

.....
.....

Address for correspondence:

.....
.....

Contact:

tel.:
e-mail:

Other data:

NIP (Tax Identification Number):
.....
REGON (applicable only to Polish Contractors):
.....

Data enabling access to documents confirming the authorisation of persons acting on behalf of the Contractor can be found in:

- search engine of National Court Register:
<https://ekrs.ms.gov.pl/web/wyszukiwarka-krs/strona-glowna/>
- search engine of Central Register and Information of Business Activity:
<https://aplikacja.ceidg.gov.pl/ceidg/ceidg.public.ui/search.aspx>
- free and publicly available databases at the following address: <https://.....>
- in the documents attached to the bid.

Referring to the announced open tender proceeding for the delivery of klystrons (2 pcs.) for National Synchrotron Radiation Centre SOLARIS, we submit the following bid:

- 1) **we offer a total price for the entire subject-matter of the contract** for the net amount of EUR/SEK* plus applicable VAT tax, which gives the gross amount of..... EUR/SEK * (in words..... EUR/SEK *)
[* In the case of contractors who are not VAT payers in Poland the amount of net remuneration shall be increased by an appropriate amount of VAT to compare the bids];
1.1) Option right: We offer the possibility of extending the warranty by an additional 12 months or 1500 hours of usage of the filament whichever comes first (beyond the minimum required 24 months or 3000 hours of usage of the filament whichever comes first) for a total net amount of EUR/SEK, plus applicable VAT, resulting in a gross amount of EUR/SEK, (in words: EUR/SEK *).
- 2) we declare that we offer the subject of the contract in accordance with the requirements and conditions specified by the Contracting Authority in the ToR and its appendices;

- 3) We offer the time limit for performance of the subject-matter of the Contract in accordance with the stipulations of the Chapter V of the ToR,
- 4) we offer a payment date in accordance with the requirements indicated in the contract template (proposed provisions of the Contract);
- 5) we declare that we have read the contract template attached to the ToR, which we fully approve without raising any objections
- 6) We declare that the selection of our tender:
 - will not lead to the creation of a tax obligation for the Contracting Authority in accordance with the regulations on tax on goods and services*.
 - will lead to the creation of a tax obligation for the Contracting Authority in accordance with the regulations on tax on goods and services. The above tax obligation will apply to (Insert the name / type of goods or services which will lead to the creation of the tax obligation of the Contracting Authority in accordance with the regulations on tax on goods and services) covered by the subject-matter of the contract.*
- 7) if the contract is awarded - we undertake to conclude the contract at the place and on the date specified by the Contracting Authority
- 8) We declare that we consider ourselves bound by this tender for the time period indicated in the ToR.
- 9) We declare that we have fulfilled the information obligations provided for in Article 13 or Article 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 repealing Directive 95/46/EC*, with regard to natural persons from whom we have directly or indirectly obtained personal data in order to compete for the award of a public contract in this procedure.
- 10) I declare that I am: (please mark from the list below)
 - a micro-enterprise
 - a small enterprise
 - a medium-sized enterprise
 - a sole trader,
 - a natural person not running any business activity,
 - other type (what kind?).....,
- 11) the person authorised to contact the Contracting Authority with regard to the submitted tender and in matters concerning the possible performance of the Contract is:,
[*complete the data, phone:, email:]
- 12) the following are attached to the tender form:
 - Appendix no. 1 – European single document (ESPD);
 - Appendix no. 2 - a statement on non-exclusion from the tender proceedings - Art. 7 sec. 1 of the Act of April 13, 2022 on special solutions in the field of counteracting supporting aggression against Ukraine and serving the protection of national security (Journal of Laws of 2024, item 507) - in the case of Contractors jointly applying for the contract, the statement shall be submitted by each of them;
 - Appendix no. 3 - a statement on non-exclusion from the tender proceedings - Article 5k of the Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine (OJ L 229, 31.7.2014, p. 1) as amended by the Council Regulation (EU) 2022/576 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine (OJ L 111, 8.4.2022, p. 1) - in the case of Contractors jointly applying for the contract, the statement shall be submitted by each of them;
 - Appendix no. 4 – a declaration on entrusting subcontractors with the performance of a part of the subject of the contract (List of subcontractors - if applicable);

- Appendix no. 5 – individual bid's price calculation;
- Other:
 - a. power of attorney (in accordance with sections 5-7 of Chapter XII) or another document confirming the authorization to represent the Contractor;
 - b. KRS or CEiDG or other information from the relevant register- unless data for publicly available databases are provided in the ESPD;

Note: The Contractor is obliged to fill in places with dotted lines and/or delete accordingly places marked with "*".