



TENDER FORM

NAME OF CONTRACTOR:

.....

.....

ADDRESS:

..... DISTRICT

..... PROVINCE

TEL./FAX/ E-MAIL

..... TAX

IDENTIFICATION NUMBER.....

NATIONAL BUSINESS REGISTER

.....

NATIONAL COURT

REGISTER

BANK/ BANK ACCOUNT

NUMBER.....

To:

**Aleksander Krupkowski Institute of Metallurgy
and Materials Science
Polish Academy of Sciences
Reymonta Street 25
30-059 Kraków**

On partaking in the public Contract awarding procedure, whose subject is: **a delivery of a contact quality diagnostic system (purchase, assembly, start-up and training)**, I hereby offer to implement the subject of the tender according to the rules described in the Specification of the Essential Terms of the Tender:

Net price:

Gross price:

Gross price in words:

The above price includes the Value Added Tax in the amount of %

**DOSTOSOWANIE POTENCJAŁU BADAWCZEGO IMIM PAN DO WYMAGAŃ ŚWIATOWYCH STANDARDÓW
KOMPLEMENTARNYCH BADAŃ W ZAKRESIE INŻYNIERII MATERIAŁOWEJ**



DOTACJE NA INNOWACJE - INWESTUJEMY W WASZĄ PRZYSZŁOŚĆ

that is PLN

The warranty time is

The _____ Contract _____ implementation _____ date _____ is

.....

The warranty repair, that is the restoration of the lost values to the subject, within the period of
..... from the date of notification by the orderer

Place,, date

.....
*Signature of a person authorized
to represent the Contractor*

**DOSTOSOWANIE POTENCJAŁU BADAWCZEGO IMIM PAN DO WYMAGAŃ ŚWIATOWYCH STANDARDÓW
KOMPLEMENTARNYCH BADAŃ W ZAKRESIE INŻYNIERII MATERIAŁOWEJ**

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We simultaneously declare that:

1. We give our consent that the payment date of the invoice issued by us will be 21 days from the date of the invoice being received by the Tenderer,
2. We have become familiar with the Specification of the Essential Terms of the Tender and do not claim any reservations to its content, and we have obtained the information necessary for the preparation of the offer,
3. We have accepted the detailed conditions included in the Specification of the Essential Terms of the Tender, including those of the draft contract, and, in the case when our tender wins, we hereby oblige ourselves to conclude the Contract by the above mentioned terms, and we declare that we feel bound by this tender for the time described in the Specification of the Essential Terms of the Tender,
4. We declare that the persons authorized to represent our company are:

Full name

Speciment signature

1.
2.

The authorization for the above mentioned persons is verified by the following documentation,

.....,
which are attached to this tender.

5. The attachments to this tender are:

- 1)
- 2)
- 3)
- 4)
- 5)
- 6)
- 7)
- 8)
- 9)
- 10)
- 11)

Place,, date

.....
*Signature of (a) person(s) authorized
to represent the tenderer*

**DOSTOSOWANIE POTENCJAŁU BADAWCZEGO IMIM PAN DO WYMAGAŃ ŚWIATOWYCH STANDARDÓW
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(Tenderer's Stamp)

DECLARATION

NAME OF TENDERER:

ADDRESS.....

On submitting the offer by way of an open tender for a delivery of a contact quality diagnostic system (purchase, assembly, start-up and training),

I hereby declare that I meet the requirements of the partaking in this procedure included in Art. 22 Sec. 1 of Public Procurement Law referring to:

1. Possessing the authorization to undertake specific activity or action, if the legal regulations lay such obligation;
2. Possessing the knowledge and experience;
3. Disposing of technical potential as well as persons capable of implementing the tender;
4. Economical and financial status.

Place,, date

.....
*Signature of (a) person(s) authorized
to represent the tenderer*



(Tenderer's Stamp)

Attachment no. 3

DECLARATION

NAME OF TENDERER:

ADDRESS.....

On submitting the offer by way of an open tender for a delivery of a contact quality diagnostic system (purchase, assembly, start-up and training):

I hereby declare that I am not excluded from the public contract awarding procedure pursuant to Art. 24 Sec. 1 dated 29 January 2004 of Public Procurement Law (consolidated text of The Official Law Journal from 2010 no. 113, item 759 as amended).

Place,, date

.....
*Signature of (a) person(s)
authorized to represent the tenderer*

DRAFT CONTRACT

Concluded on in Kraków as a result of the selection of the offer by way of an open tender no. **PN-10-2013** between:

Aleksander Krupkowski Institute of Metallurgy and Materials Science

Polish Academy of Sciences,

Located in: Reymonta Street 25, 30-059 Kraków

Tax Identification Number 6750001857, National Business Register 000326374,

Represented by:

General manager Prof. Paweł Zięba Phd. Eng.

Further referred to as „Purchaser”

and

.....
located in:

Tax Identification Number..... National Business Register

..... National Court Register

Represented by:

PESEL No.

further referred to as „Vendor”,

further referred to as „Parties”

§ 1

1. The subject of this Contract is a **delivery of a contact quality diagnostic system (purchase, assembly, start-up and training)**.
2. The detailed specification of the Contract subject is described in the Vendor's tender dated, which constitutes an integral part of this Contract.

§ 2

1. The Vendor is obliged to deliver and install the subject of the Contract at Institute of Metallurgy and Materials Science in Kraków, **located in 22 Krakowska Street, 43-340 Kozy, within a period of 90 - 150 days from the date of signing the contract.**
2. Additionally, the Vendor is obliged, without the right for an additional payment, to perform training for the Purchaser's personnel (at least 3 persons) in the field of the operation of the Contract subject.

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3. The delivery of the Contract subject to the Purchaser should take place at the location described in Sec. 1 at the time agreed by the Purchaser.
4. The deadline for the delivery and installation of the Contract subject is understood as kept if, before its expiry, the Vendor delivers and installs the complete and unaltered Contract subject at the pointed location, according to the terms described in the Vendor's tender.

§ 3

1. The parties establish the gross/net price of the subject of the Contract described in detail in § 1 in the amount of
(in words:)
2. The net price is, the Value Added Tax rate is..... %, the Value Added Tax value is
3. The price includes the full due amount which the Purchaser is obliged to pay for the Contract subject and its delivery to the location described by the Purchaser, as well as the installation and training. The price especially includes the costs and fees related to the delivery of the Contract subject; the transport fees, insurance, duty, loading, unloading, as well as the documentation necessary for the normal use, maintenance and repair of the Contract subject.
4. **The risk of a loss of the Contract Subject during transport lies on the side of the Vendor.**
5. **The Orderer provides for the possibility of an advance payment for the implementation of the order in the amount of 50% of the price mentioned in § 3 ust.1.**
6. **The payment of the advance will take place after the contract has been signed within the deadline of 14 days from the submission of the advance payment guarantee.**
7. **On granting an advance payment of more than 20%, the Orderer demands the submission of a payment guarantee. The advance payment guarantee is submitted by the Contractor three days before the granting of the advance payment.**
8. **The amount of the guarantee is 100% of the advance payment amount and it can be submitted according to the choice of the Contractor in one or more following forms:**
 - 1) money;
 - 2) a bank suretyship or a suretyship of a savings and credit union, with the provision that the latter's obligation is always a pecuniary one;
 - 3) a bank guarantee;
 - 4) an insurance guarantee;
 - 5) a guarantee granted by the entities mentioned in Art. 6b Sec. 5 point 2 of the Act dated 9 November 2000 on the creation of Polish Agency for Enterprise Development.
9. **On the Orderer's consent, the guarantee can also be submitted:**
 - 1) in the form of bills of exchange with an aval security of a bank or a savings and credit union;
 - 2) by establishing a pledge on securities issued by the Treasury or a local government unit;
 - 3) by establishing a registered pledge on the conditions established by the regulations on registered pledges and the pledge register.

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- 10 The document certifying the payment of the guarantee must be submitted by the Contractor in its original form.
- 11 The Orderer will return the advance payment guarantee immediately after the verification of the order's implementation.
- 12 The Orderer has the right to take hold of or cash in the advance payment guarantee especially when:
 - 1) The Orderer has withdrawn from the contract for the reasons which are the responsibility of the Contractor,
 - 2) The Contract has been terminated and the Contractor has not returned the advance payment within 7 days from the day of the Contract's termination,
 - 3) The Orderer has withdrawn from the Contract pursuant to Art. 145 of the Public Procurement Act and the Contractor has not returned the advance payment within 7 days from the day of his/her withdrawal from the Contract's.
13. If the Contractor receives a grant of an advance payment for the purpose of the implementation of the Contract Subject, the payment mentioned in § 3 Act.1 will be reduced by the amount of the advance payment.
14. In the case when the Orderer withdraws from the Contract or the Contractor does not implement the Contract for any reason, the Orderer can demand a return of the advance payment independently of the legally granted damages or contractual penalties. In such a case, The Contractor is obligated to return the advance payment on demand of the Orderer within the deadline expressed in the demand notice.

§ 4

1. The due amount described in § 3 Sec. 1 is to be paid by the Purchaser within the period of 21 days from the date of his/her receipt of the invoice **after the acceptance of the Contract subject**.
2. The parties have agreed that the payment of the due amount is to be made in the form of a money transfer to the Vendor's bank account no.
.....
3. The parties consent that the payment takes place on the date of the charge of the Purchaser's bank account.
4. In the event of an overdue in the payment, the Vendor has the right to calculate statutory interest for the Purchaser for each overdue day.

§ 5

1. The parties establish the Vendor's responsibility for the non-performance or improper performance of the Contract in the form of contractual penalties.
2. The Vendor will pay contractual penalties to the Purchaser:
 - 1) for a delay in the delivery or installation of the Contract subject, the value of the Contract is reduced by 0,05% of the price described in § 3 Sec.1 for every commenced day of delay, but not more than 5 % of the gross value of the Contract;
 - 2) for a delay in the removing of the faults stated on the acceptance of the Contract subject or within the period of surety or warranty, in the amount of 0,05 % of the price described in § 3

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- Sec.1 for every day of delay calculated from the day established for the removal of the faults, but not more than 5 % of the gross value of the Contract;
- 3) on termination of the Contract for the Vendor's default in the amount of 10% of the price described in § 3 Sec.1
 3. the payment of the contractual penalties does not exclude judicial redress for the damage exceeding the value of the contractual penalties.
 4. Neither Party will be held responsible to the other Party for the non-performance or improper performance of their obligations within the Contract, if the non-performance or improper performance of those obligations is a result of force majeure. The Parties understand force majeure as any kind of external extraordinary events which are impossible to foresee, such as: disasters, fires, floods, explosions, social disorders, warfare, state or administration acts, which, in part or in whole, prevent the performance of the obligations of the Parties implemented within the frames of the Contract.

§ 6

1. The Purchaser can withdraw from the Contract in the event of the occurrence of a crucial change of circumstances which causes the performance of the Contract to be against the public interest; which could not have been foreseen at the time of its conclusion, by notifying the Vendor within the date of 30 days from the receipt of the message concerning the above circumstances. In such a case, the regulations referring to the contractual penalties do not apply.
2. In the event of an overdue in the delivery by at least 30 – days from the date described in § 2 Sec. 1 – the Purchaser has the right to withdraw from the Contract and calculate the penalties described in § 5 Sec. 2 point 3)

§ 7

1. The Vendor grants warranty for the purchased equipment being the subject of this Contract for the period of under the terms described in detail in the warranty documentation, which constitutes the attachments to the Contract.
2. In the event when the repair lasts longer than 14 days, the warranty period will be prolonged by the repair's duration time (calculated from the date of the report of the failure until the moment of its elimination).
3. The detailed service conditions are described in an attachment to the Contract.

§ 8

The Purchaser will create the necessary conditions which will grant the Vendor's personnel the access to equipment and personnel of the Purchaser – within the scope necessary for the implementation of this Contract.

§ 9

1. Any changes of the Contract require consent by both Parties and are to be made in writing under pain of nullity.
2. The changes mentioned in Sec. 1 must be made with the preservation of Art. 140 Sec. 3 of Public Procurement Law, which states that a contract becomes invalidated in the part

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exceeding the description of the contract subject included in the Specification of the Essential Terms of the Tender.

3. It is acceptable to make a change in the regulations of this Contract as referred to the content of the Contractor's offer within the following scope:

a. **the quality or other parameters of the appliances offered in the tender**, whereas such a change can be caused by:

- 1) market unavailability of the appliances described in the tender resulting from a cease in the production or a removal of these appliances from the market;
- 2) market appearance of newer generation appliances which allow to save the costs of the implementation or operation of the Contract subject,
- 3) market appearance of appliances of better parameters than those given in the tender,

on condition that the changes mentioned above does not raise the offer price.

b. **the deadline of the tender subject's implementation**, when it is caused by circumstances on the side of the Purchaser, such as:

- 1) difficulties in the adaptation of the room for the purpose of the Contract subject's installation,
- 2) justified work absence of the Purchaser's personnel responsible for the technical receipt of the Contract subject

The condition for the changes described in Sec. 3 is the submission of a motion by the side initiating the change, which includes: a description of the change proposal, a justification of the changes, a calculation of the change costs, if the change in question has an effect on the Contractor's payment.

§10

Any disputes resulting from the implementation of this Contract will fall under the competence of the jurisdiction over the Purchaser.

§11

In cases not regulated by this Contract, the civil code and the Public Procurement Law are to be applied.

§12

All attachments constitute an integral part of this Contract.

§13

The Contract has been produced in 3 identical copies; 2 for the Purchaser and 1 for the Vendor.

.....
Purchaser

.....
Vendor

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(Contractor's Stamp)

Attachment no. 5

WARRANTY

The subject of the procedure: **a delivery of a contact quality diagnostic system (purchase, assembly, start-up and training):**

Mode: **open tender**

NAME OF CONTRACTOR :

.....

ADDRESS:

.....

1. The warranty period for the whole order (materials, labour) amounts to:

..... from the date of the
implementation of the order,

2. The scope of the warranty service includes:

- 1) A warranty repair, that is the restoration of the lost values to the subject, within the period of from the date of the orderer's notification
- 2) A reimbursement of the costs of such a repair realized by the orderer in the case when he/she/they have twice ineffectively requested the Contractor to perform it.
- 3) An exchange of the faulty appliance (set) for one free of flaws after two ineffective warranty repairs.

3. Organization of the warranty service.

The Contractor will perform the warranty service:

.....

(write: personally or with the aid of other service outlets — name, address, phone number)

4. *The Contractor declares that he/she/they feel obliged to perform all the operations mentioned in points 2 and 3 within the period described in point 1 of this Document free of charge.*

Place,, date

.....
*Signature of (a) person(s)
authorized to represent the Contractor*

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Contractor's stamp

Attachment no. 6

List of entities belonging to the same corporate group/information on the fact that the Contractor does not belong to a corporate group¹.

On submitting the application for an acceptance in the procedure/the tender² in the public procurement procedure conducted in the mode of **an open tender** for: **a delivery of a contact quality diagnostic system (purchase, assembly, start-up and training):**

acting by virtue of Art. 26 Sec. 2 point 2d of the Act dated 29 January 2004 – Public Procurement Law (The Law Journal 2010 r. no. 113, item 759 as amended)

we are submitting the list of entities constituting the same corporate group, according to the Act dated 16 February 2007 on Competition and Consumer Protection (The Law Journal no. 50 item 331 as amended):

No.	Name of entity	Address of entity
1		
2		
3		

.....
(place, date)

.....
(signature and stamp of person(s) authorized to represent the Contractor)

we inform that we do not belong to a corporate group as referred to in Art. 24 Sec. 2 point. 5.

.....
(place, date)

.....

¹ Please, mark the correct option. If the Contractor belongs to a corporate group, the table should include all of the members of this group.

² Delete as appropriate