

**CONTRACT TERMS OF REFERENCE
(SPECIFICATION OF ESSENTIAL TERMS OF THE CONTRACT –
SIWZ) for**

Supply, purchase and installation of a microscope integrated with the electrophysiology system for the International Institute of Molecular and Cell Biology in Warsaw;

Reference symbol ADZ.261.17.2018

Please note: Attached SIWZ in English is only to facilitate the preparation of the offer. The offer must be submitted in Polish and the binding version is the Polish one

Proceedings for a public tender with the value not exceeding EU thresholds carried out as an **open tender** based on the Act of 29th January 2004 – Public Procurement Law (Journal of Laws of 2017, item 1579, with later amendments),

Warsaw, 9th May 2018 r.

I. BUYER

International Institute of Molecular and Cell Biology in Warsaw, 4 Ks. Trojdena Street
02-109 Warsaw, Poland, phone number:(022) 59 70 700, fax: (022) 59 70 715,
www.iimcb.gov.pl

II. PROCUREMENT AWARDING

1. Public tender proceedings are carried out as an open tender, based on Article 39 of the Act of 29th January 2004 – Public Procurement Law (Journal of Laws of 2017, item 1579, with later amendments), hereinafter referred to as "the Act", and based on secondary legislation enacted on the basis of the Act.
2. In respect of items not covered by this Specification (SIWZ), rules of the Act shall apply.

III. DESIGNATION AND DESCRIPTION OF THE SUBJECT MATTER OF THE CONTRACT.

1. Supply, purchase and installation of a microscope integrated with the electrophysiology system for the International Institute of Molecular and Cell Biology in Warsaw, according to the terms and conditions listed in the SIWZ, including description of the subject of the procurement – which can be found in Attachment no.1 to the SIWZ – and Key Provisions of the agreement – Attachment no.5 to the SIWZ.

Designation of the subject of the procurement in accordance with Common Procurement Vocabulary (CPV):

.....38634000-8 Optical microscopes

2. The Buyer does not provide for the selection of the most advantageous offer with the use of an electronic auction referred to in Art. 91a - 91c of the Act
3. The Buyer does not accept submission of partial offers.
4. The Buyer does not accept submission of variant offers.
5. The Buyer does not provide for the award of an order for the provision of similar supplies referred to Art. 67 para. 1 point 7 of the Act.
6. The Buyer does not provide for the conclusion of a framework contract.
7. Subcontracting in the performance of the subject of the order:
 - 7.1 The contractor is required to indicate the part of the contract which he intends to subcontract to the subcontractors and to specify the subcontractors in the submitted offer.
 - 7.2 The lack of information referred to in point 7. subparagraph 7.1 will be considered as a statement of the performance of the order by the Contractor, who submitted the offer.
 - 7.3 The need to entrust subcontractors with the implementation of any part of the order which arose during the completion of the order shall require the consent of the Buyer.

7.4 Subcontracting of the implementation of any part of the order to subcontractors does not release the contractor from responsibility for the proper performance of the order.

7.5 In the event of a change or resignation from a subcontractor (for an entity whose resources the Contractor referred to pursuant to Article 22a art. 1 of the Act, to demonstrate compliance with the conditions for participation in the procedure), the contractor is obliged to demonstrate to the Buyer that the proposed other subcontractor of the Contractor himself meets them at least in the same degree as the subcontractor, whose resources the Contractor referred to during the procurement procedure.

IV. THE DEADLINE FOR THE COMPLETION OF THE ORDER

Required date of the contract: maximum limit of 16 weeks from the signing of the contract

V. CONDITIONS FOR PARTICIPATION IN THE PROCEEDING AND GROUNDS FOR EXCLUSION OF A CONTRACTOR FROM THE PROCUREMENT PROCEDURE

1. Pursuant to Art. 22 para. 1 of the Act, of the award of the order can apply only the Contractors, who:
 - 1.1. are not subject to exclusion in accordance with article 24 para. 1 of the Act,
 - 1.2. meet the conditions for participation in the procedure, concerning:

technical or professional capability:

The Buyer will consider the condition fulfilled when the Contractor proves that in the last three years prior to the submission deadline, and if the activity period is shorter - in this period, duly executed, and in the case of periodic or continuous operation also performs, at least three successful deliveries of a microscope integrated with the electrophysiology system, in the gross amount of PLN 400,000.00 each (say: four hundred thousand zloty each).

In the case of deliveries, which are during the implementation, the Contractor has to prove, that until the date for submission of tenders, the amount of each of them is at least PLN 400,000.00 (say: four hundred thousand zloty).

NOTE: In the case of contracts concluded in foreign currency, the value of the delivery should be converted using the average exchange rate of that foreign currency published by the National Bank Poland and applicable on the date of publication of this contract notice in the Public Procurement Bulletin

2. The Buyer may exclude a Contractor at any stage of the contract award procedure.

3. Contractor subject to exclusion on the basis of Art 24 para. 1 point 13 and 14 as well as 16-20 of the Act, may present evidence that the measures undertaken by them are sufficient to demonstrate their reliability and, in particular, to evidence that the damage inflicted by a criminal offence or fiscal offence has been redressed, or that a cash compensation for damage has been paid or the damage was redressed, with exhaustive description of the factual state and cooperation with the law enforcement authorities, as well as undertaking specific technical, organisational, and staff measures to prevent further criminal offences, fiscal offences, or irregular activities of the economic operator. The provision of the first sentence shall not apply if with regard to an economic operator that is a collective entity a prohibition from applying for a contract has been imposed by a final verdict of the court, and the period of validity of this prohibition, defined in the verdict, has not expired.
4. Contractor shall not be subject to exclusion, if the Buyer, taking account of the significance and specific circumstances of economic operator's act, deems the evidence presented pursuant to art. 24 para. 8 of the Act to be sufficient.
5. To confirm compliance with the conditions for participation referred to in section V, point 1.2 of the SIWZ, the Contractor may, in relevant situations and in relation to a specific contract or part thereof, rely on technical or professional abilities of other entities, regardless of the legal nature of relationships between the economic operator and these entities.
6. The Contractor that relies on abilities or standing of other entities must demonstrate to the Buyer that it will have necessary resources of these entities at its disposal when performing a contract, in particular by presenting with the offer a written commitment of these entities to share the resources necessary to perform the contract. In order to assess whether the Contractor relying on the abilities of other entities under the terms of Art. 22a of the Act, will have the necessary resources for the proper performance of the order and to evaluate whether the relationship between the Contractor and these entities guarantees real access to their resources, the Buyer requests documents that specify in particular:
 - the scale of resources of the other entity which the Contractor will have use of;
 - the way of using the resources of the other entity by the contractor when performing the order;
 - the scale and period of participation of the other entity in the performance of the order.
7. The Buyer will assess whether the technical or professional abilities made available to the economic operator, or financial or economic standing of such entities allow the economic operator to demonstrate meeting the conditions for participation in the procedure, and examines whether there are grounds for exclusion as referred to in Art. 24 para.1 point 13 - 22 of the Act.
8. In order to confirm the fulfilment of the conditions for participation in the procedure by Contractors submitting a joint offer:
 - 8.1. Fulfilment of the condition specified by the Buyer will be evaluated

- jointly, for all Contractors jointly applying for the award of the order;
- 8.2. The premise of not to be excluded from the procedure will be assessed separately for each of the Contractors who are jointly applying for the order.
9. The Buyer will assess the compliance with the terms of participation on the basis of the information contained in the statements and documents.
10. The fulfilment of the conditions required from the Contractors will take place according to the formula: "meets - does not meet the requirements".

VI. LIST OF STATEMENTS OR DOCUMENTS TO BE PROVIDED BY THE CONTRACTOR TO CONFIRM COMPLIANCE WITH THE CONDITIONS OF PARTICIPATION IN THE PROCEEDINGS AND NOT BEING SUBJECT TO EXCLUSION FROM PARTICIPATION IN THE PROCEEDINGS.

3. Each of the Contractors has to enclose with their offer a statement, valid on the day for the submission of tenders; with regard to meeting the conditions for participation in a procedure as well as a lack of grounds for exclusion in accordance with the Attachment no 3 to the SIWZ. Information given in that statement will provide preliminary confirmation that The Contractor is not subject to exclusion and fulfils the conditions for participation in the procedure.
4. In the case of joint application for an order by the Contractors, a single document shall be submitted by each of the Contractors jointly applying for the order. These documents confirm the fulfilment of conditions for participation in the proceedings and the lack of grounds for exclusion in the scope in which each of the Contractors demonstrates that they meet the conditions for participation in the procedure and that there are no grounds for exclusion.
5. Contractor which refers to resources of other entities in order to demonstrate the lack of grounds for exclusion – with regard to such entities – and the fulfilment of the conditions for participation – to the extent in which the economic operator refers to the resources of such entities in a procedure – shall include information about those entities in the statement referred to in point 1
6. Contractor, which intends to entrust part of the contract for execution to subcontractors, in order to demonstrate the lack of grounds for their exclusion from the procedure, shall include information about those subcontractors in the statement referred to in point 1.
7. The Contractor whose offer has been evaluated as the best will be asked to submit, within not less than 5 days, the following documents valid on the day for the submission of tenders:
- 5.1. **List of deliveries** provided and, in the case of periodic or continuous supplies, also a list of ongoing supplies, provided within the period of past three years prior to the bid submission deadline or, if the duration of economic operations is shorter, during that period - including information on the type, value, date and place of execution and the name of the client, and enclosing documents attesting that these

deliveries were provided or are being provided properly (the template for the list attached as Attachment 4 to the SIWZ);

Proofs of the proper performance of deliveries to be included in the list referred to in point 5.1. above are:

- a) references or other documents issued by the entity for which the deliveries were performed. In the case of the services that are provided periodically or are still being provided on an ongoing basis the documents should be issued not earlier than 3 months before the deadline for the submission of offers or applications for participation in the proceedings;
- b) statement of the contractor - if, for justified objective reasons, the Contractor is unable to obtain the documents referred to in the point (a) above.

5.2. In addition, in order to confirm that they are not subject to exclusion from the tender, the Contractor shall submit, within 3 days from the date on which the Buyer placed the information regarding the opening of tenders on the website on which the SIWZ is provided, **without being called by the Buyer to do so**, a **declaration of affiliation or non-affiliation with the same capital group (referred to in Art. 24 para. 1 point 23 of the Act) and, in the case of belonging to the same capital group**, evidence confirming that the link with another Contractor does not lead to distortion of competition in the proceedings – prepared according to the printed version attached to the SIWZ – Attachment No. 6 to the SIWZ.

In the case of joint application for an order by the Contractors, the statement shall be submitted by each of the Contractors jointly applying for the order.

6. The Buyer proceeding, in accordance with Art. 24 aa of the Act, will first evaluate the tenders and then examine whether the Contractor, whose offer was rated as the most advantageous, is not subject to exclusion and meets the conditions for participation in the proceedings. If the Contractor referred to above evades signing the contract or fails to submit the required performance bond, the Buyer may examine whether the economic operator that has submitted the tender evaluated as the best among other tenders is subject to exclusion or fulfils the conditions for participation in the procedure.
7. The documents referred to in this Section in point 5.1 shall be submitted as originals or copies certified to be true copies by persons authorized to represent the Contractor. The statements referred to point 1 and 5.2 shall be submitted as originals.
8. If the Contractor failed to submit the declaration referred to in point 1, the declarations or documents confirming the circumstances referred to in Article 25 para. 1, or other documents necessary to carry out a procedure, or if the declarations or documents are incomplete, contain errors, or raise doubts specified by the Buyer, the Buyer shall request that they be submitted, supplemented, or corrected, or that explanations be provided within the time limit specified by the Buyer, unless despite their submission, supplementation, or correction, or despite provided explanations, the tender of the economic operator would be rejected or if it would be necessary to cancel the procedure.

9. REPRESENTATION AND THE POWER OF ATTORNEY:

- 9.1. When the Contractor is represented by a proxy, the offer must be accompanied by a power of attorney signed by persons authorized to represent the Contractor. The content of the power of attorney must clearly indicate the actions for which the proxy is authorized (scope of authorization). The power of attorney must be submitted in original form or a notarized copy of the original.
- 9.2. In the case of the Contractors submitting a joint bid, a power of attorney must be attached to the offer to represent all Contractors jointly applying for the order (issued in accordance with Article 23 paragraph 2 of the Act). The content of the power of attorney must clearly indicate the actions for which the proxy is authorized (scope of authorization). The power of attorney must be submitted in original or notarized copy of the original.
- 9.3. The offer must be signed by the holder of the power of attorney / person authorized to represent the Contractor / Contractors.

VII. LIST OF STATEMENTS AND DOCUMENTS TO BE PROVIDED BY THE CONTRACTOR IN THE PROCEEDINGS ON REQUEST OF THE BUYER TO CONFIRM THAT THE OFFERED DELIVERY MEETS THE REQUIREMENTS DEFINED IN THE SPECIFICATION

To confirm that the offered delivery (deliveries) meet(s) requirement defined in this specification, The Contractor will submit the descriptions, photos, prospectuses of the offered product and its technical parameters, and the authenticity of those has to be certified by the Contractor on request of the Buyer.

VIII. INFORMATION REGARDING THE COMMUNICATION BETWEEN THE BUYER AND THE CONTRACTORS AND THE TRANSFER OF DECLARATIONS OR DOCUMENTS, AND THE APPOINTING OF PERSONS AUTHORIZED TO COMMUNICATE WITH THE CONTRACTORS

1. In contract award proceeding communication between the Buyer and the Contractors shall take place by the postal operator within the meaning of the Act of 23 November 2012 – Postal Law (Journal of Laws, 2012, item 1529 and Journal of Laws, 2015, item 1830), in person, by courier, fax or with the use of electronic means of communication within the meaning of the Act of 18 July 2002 on the provision of services by electronic means (Journal of Laws of 2013, item 1422; of 2015, item 1844; and of 2016, items 147 and 615). Tenders shall be submitted in writing.
2. In the event of a choice of fax or electronic means of communication, the applications, notifications and information of the Contractor shall be sent by fax to the number (+4822) 59 70 715 or by e-mail to the following e-mail address: przetargi@iimcb.gov.pl
3. Any statements, motions, notifications and information sent by fax or e-mail shall be confirmed, on request of the other party, immediately upon receipt.

4. In all correspondence regarding this proceeding, it is recommended to indicate the reference number of the proceedings assigned by the Buyer or the name of the order given by the Buyer.
5. The Buyer does not foresee any advice, answers or explanations be given orally or by phone in reply to questions which require written procedure. The Contactor may ask the Buyer to clarify specific points in the content of this SIWZ in accordance with art. 38 para. 1 the Act. .
6. Office hours are from Monday to Friday, from 9 a.m. to 5 p.m..
7. Persons authorized to communicate with the Contractors: Anna Zolnik, Agnieszka Potęga.
8. In the case of Contractors jointly applying for the order, the correspondence will be conducted only with the proxy authorized to represent all of the Contractors jointly applying for the contract.

IX. REQUIREMENTS REGARDING THE DEPOSIT

1. The Buyer requires the submission of the deposit. By joining this procedure, each Contractor is obliged to pay a tender guarantee of: 10000,00 PLN (in words: ten thousand zlotys 00/100)
2. The contractor is obliged to submit the deposit before the deadline for submission of offers. In the case of a tender guarantee made in cash, the time of receipt shall be deemed to be the time of crediting the Buyer account with the amount
3. The deposit may be paid in one or several of the following forms:
 - a) cash; a deposit paid in cash shall be paid by a bank transfer to a bank account no 11 2490 0005 0000 4530 4476 0437 at Alior Bank with a note: "The deposit – procedure no ADZ.261.17.2018"
 - b) bank sureties or sureties of a cooperative savings and credit union, however the surety of collective savings-loan fund is always a financial surety;
 - c) bank guarantees;
 - d) insurance guarantees;
 - e) sureties given by entities, referred to in Article 6b para. 5 item 2 of the Act of 9 November 2000 on Establishment of Polish Agency for Enterprise Development
4. A deposit paid in cash shall be paid by a bank transfer and held on a bank account indicated by the Buyer.
5. The deposit in a non-monetary form (surety or guarantee) must be submitted before the deadline for submission of offers in the offices of the Buyer or placed in a separate envelope - described as "tender deposit - procedure no. ADZ.261.17.1018." attached to the offer in such a form that it could be possible to return the above-mentioned document to the Contractor. In the case of submitting a document confirming the deposit, it must be described clearly which proceedings it relates to (e.g. on the envelope).
6. The Buyer recommends that the guarantees or sureties should be submitted in the original. The Buyer requires the submission of the original guarantees or sureties only in the case when the effectiveness of the deposit - realizing the deposit by the Buyer the

form of the original is necessary. In other case, a copy of the document certified (confirmed) for compliance with the original by the Contractor is sufficient.

7. It is recommended that the Contractor shall indicate in the offer the form in which the deposit was submitted and the date when payment or submission of the deposit was made, or they shall submit the evidence of lodging the deposit with the offer, e.g. a copy of a bank transfer certified (confirmed) for compliance with the original (giving this information is desirable, but it is not a prerequisite) .
8. The Buyer shall retain the deposit in the cases provided for in Art. 46 para. 4a as well as Art. 46 para. 5 of the Act.
9. The deposit lodged in the form of guarantees or sureties must contain in its content the Guarantor's undertaking to pay the sum of the deposit upon request (application) of the Buyer in the cases provided for in art. 46 para. 4a as well as art. 46 para. 5 of the Act (it is recommended to indicate the rules of the Act, namely Article 46 para. 4a as well as Article 46 para. 5 of the Act or indicate at least the Act)
10. Not submitting any tender guarantee within the time limit or failing to submit it in the prescribed manner will result in rejection of the offer pursuant to art. 89 paragraph 1 pt. 7b of the Act.
11. In the case of a deposit lodged in the form of guarantees or sureties and prepared in a foreign language, the Buyer requests that an original or a certified copy of the translation of this document into Polish be submitted before the deadline for submission of offers in the building of the Buyer or attached to the offer. Translated document must be signed by the power attorney / person authorized to represent the Contractor / Contractors

X. TENDER VALIDITY PERIOD.

1. The contractor shall be bound by the offer for a period of 30 days from the date on which the time limit for the submission of tenders expires.
2. The Contractor, on his own or at the request of the Buyer, may extend the tender validity period, except that The Buyer may only once, for at least 3 days before the deadline of tender validity period, request the Contractors to agree to extend such a deadline by a period of 60 days at most.
3. The extension of the time limit during which the Contractor must maintain their tender shall be admissible only with a simultaneous extension of the validity period of the deposit or, if not possible, with a contribution of a new deposit for the extended time limit during which the Contractor must maintain his tender. If the time limit during which the Contractor must maintain his tender is extended after the best tender was selected, the obligation to provide the new deposit or the extension of its validity shall apply only to that Contractor whose tender has been selected.

XI. DESCRIPTION OF TENDER PREPARATION

1. The Contractor shall prepare and submit the offer in accordance with the SWIZ.
2. The content of the offer must correspond to the content of the SIWZ.

3. The offer must be submitted in written form.
4. The Contractor shall submit only one bid in which only one price can be offered. If the Contractor submits more than one bid either alone or jointly with other Contractors, all bids submitted by the Contractor will be deemed in breach of the Act and rejected.
5. In accordance with Art. 9(2) of the Act, the contract award procedure shall be conducted in Polish. The Buyer shall not accept that the offer, declarations and other documents be submitted in a language other than Polish, without translation into Polish in the form of an original or a true copy as certified by the Contractor, taking into account the contents of the SIWZ.
6. The Contractor may prepare the offer with Attachments on their own forms, provided that contents of these documents will correspond to the contents of SIWZ as well as the terms of the Act and implementing rules pursuant to the Act.
7. It is allowed that one offer be submitted by two or more Contractors, on the conditions that the provisions described in this point are met:
 - 7.1. Indication of the economic operators within the meaning of Art. 23 of the Act (names and addresses).
 - 7.2. The Contractors jointly applying, in accordance with Art. 23 para. 2 the Act, shall appoint a plenipotentiary (holder of a power of attorney) – a leader to represent them in the contract award procedure and in the execution of a public procurement contract.
 - 7.3. The Contractors jointly applying, must submit with the offer, power of attorney to represent them in the contract award procedure and in the procedure of the execution of a public procurement contract – in the original form or as a notarized copy of the original.
 - 7.4. The documents, in the correct form, required in the SIWZ, should be included in the offer.
 - 7.5. The provisions concerning the Contractor apply by analogy to the Contractors applying jointly.
 - 7.6. The Contractors jointly applying for a contract shall be jointly and severally liable for the performance of the contract. Before the contract is executed, the Buyer may request that an agreement between the contractors jointly applying for the contract be presented, which contains the provision about joint and several liability – in accordance with section XIV point. 2 SIWZ.
8. The offer form and all required forms, statements and other enclosed documents should be readable, written in typescript, computer or by hand (in the case when required copies of the documents are enclosed these should be attested as true copies of the original) and be signed by:
 - 8.1. the persons authorized to represent the Contractor in business transactions, in accordance with court registration documents and statutory requirements
 - or
 - 8.2. the persons listed in the certificate attesting an entry in the sole proprietorship register

- or
- 8.3. the person(s) listed in the documents, other than specified above, attached to the offer
- or
- 8.4. other person(s) who represent(s) the Contractor - the plenipotentiaries, in accordance with a power of attorney signed by persons authorized to represent the Contractor in its external relations, as mentioned above.
9. The power of attorney must be enclosed as an original and signed by persons authorized to represent the Contractor (the economic operator). If a copy of the power of attorney is attached, its conformity with the original must be notarized to be "certified to be a true copy".
10. It is recommended that the offer should contain the table of contents. The offer shall have numbered pages which contain the text of the offer.
11. The offer must contain all documents required by the SIWZ.
12. It is recommended, that all signatures be readable or bear the personal stamp, allowing identification of the signatory.
13. It is recommended that all pages of the offer were permanently connected.
14. The Buyer requires that any amendments or changes to the contents of the tender bid must be signed (initialled) and dated by persons authorized to represent the Contractor.
15. All copies which are confirmed for compliance with the original should contain a phrase "*certified to be a true copy.*" And signed by an authorized person.
16. Information contained in the offer, may constitute a business secret within the meaning of the provisions of the Act of 16th April 1993 on Combating Unfair Competition (Journal of Laws of 2003, No. 153 item 1503 with later amendments), in regards to which the Contractor:
- a) has reserved, not later than within the time limit for submission of tenders, that the information cannot be made available; this should be marked with the clause: "DO NOT DISCLOSE -THE INFORMATION IS CLASSIFIED AS A BUSINESS SECRET UNDER ARTICLE 11 PARAGRAPH 4 OF THE ACT ON COMBATING UNFAIR COMPETITION "and should be a separate part not linked to the offer in a permanent manner.
 - b) has presented that the reserved information constitutes a business secret - the Contractor is obliged to submit a justification with the offer, including in particular: specification of the nature of the reserved information, indication of actions taken by the Contractor in order to preserve the confidentiality of the information contained in the documents and indication whether the information that constitute a secret of the company secret has been previously disclosed to the public.
- At the same time, The Buyer points out that, according to Art. 8 paragraph 3 of the Act, the Contractor may not reserve the information referred to in art. 86 paragraph 4 of the Act.
17. The contractor must put the offer together with all attachments in a non-transparent, closed envelope, in a way which will ensure that the offer will be kept strictly confidential, before the lapse of the time the opening of the tenders.



18. The envelope with the offer must have:
- a) name and address of the Contractor,
 - b) name and address of the Buyer:
 - c) number of the contract award procedure, and be marked as follows:

Zakup, dostawa i instalacja mikroskopu zintegrowanego z systemem do pomiarów elektrofizjologicznych na potrzeby Międzynarodowego Instytutu Biologii Molekularnej i Komórkowej w Warszawie.
Znak sprawy: ADZ.261.17.2018

NIE OTWIERAĆ PRZED „15 maja 2018 roku, godz. 13:30”

*„Supply, purchase and installation of a microscope integrated with the electrophysiology system for International Institute of Molecular and Cell Biology in Warsaw
Procedure no: ADZ.261.17.2018*

Do not open before opening date “17th of May 2018, at 11:00 am”

19. Proper packaging of the offer, including sealing, should be understood as such a way of securing the content of the offer which prevents any person to learn about its content before the bid opening date – in accordance with Art. 86 para. 1 and 2 of the Act – about any element of the content of statements submitted by the Contractor. To make it easier to record the offers accepted by the Buyer, the external envelope may be stamped with the company stamp of the Contractor.
20. Due to the possibility of damage to the packaging during transportation to the place of destination, it is recommended that two envelopes marked as above be used.
21. The Contractor may amend or withdraw their offer, provided they do so before the tender submission deadline. Both an amendment to and withdrawal of the offer must be supported by a statement in writing. Any changes in the contents of the offer accompanied by a supporting statement of changes having been made should be prepared, enveloped and addressed in the same manner as the offer and designated with the words "ZMIANA OFERTY [amendment]". Envelopes marked as "ZMIANA OFERTY" will be opened along with the offer of the Contractor amending their offer and, after the procedure of amending an offer is determined to be correct, will be appended to the offer.
22. A written statement of withdrawal of the offer should be enveloped and addressed in the same manner as the offer and designated with the words "WYCOFANIE OFERTY [withdrawal]". Envelopes marked in this way will be opened as first upon the confirmation of the proper action of the Contractor and compliance with the offers submitted. The envelopes with the withdrawn offers shall not be opened.
23. To convert into PLN any values indicated in the documents submitted to confirm compliance with the terms of participation in the proceedings and specified in currencies other than PLN the Buyer shall accept the average exchange rate published by the National Bank of Poland (NBP) on the date of initiating the proceedings.

XII PLACE AND DATE OF DELIVERY AND OPENING OF THE OFFER

1. The offer should be submitted at the registered office of the Buyer (Building D, room 004).
2. The bid submission deadline shall expire on **17th May 2018, at 10:30 am**
3. The offers received by the Buyer after the deadline shall be immediately returned to the Contractors unopened.
4. The offers shall be opened during a meeting on **17th May 2018, at 11:00 am**, at the registered office of the Buyer.
5. The offer opening session shall be open to the public.
6. Directly before the opening of the offers, the Buyer shall announce the amount of money at its disposal to finance the contract.
7. During the bid opening session, the names and addresses of Contractors shall be read out, along with the information concerning the price, time limit for the completion of the contract, warranty period and terms of payment included in the tender bids.

XIII. DESCRIPTION OF TENDER PRICE CALCULATION METHOD

1. The Contractor has an obligation to calculate the price for all the requirements of the Buyer specified in SIWZ. The price quoted in the offer must fully cover all the costs related to the execution of the contract, including all taxes and other costs of any nature that may arise in connection with the delivery of the subject matter of the contract.
2. The prices quoted in the form should be expressed in PLN ("Polish *złoty*") and calculated in accordance with the Offer form (Attachment no 2 to SIWZ)
3. The prices quoted in the form should be calculated with an accuracy of two decimal places ("*grosz*"), in accordance with the Polish payment system. The bid price shall be rounded to full *grosz*, with the provision that endings below 0,5 *grosz* shall be omitted and endings equal or higher than 0,5 *grosz* shall be rounded up to one *grosz*.
4. The Buyer does not allow the presentation of the price in several variants, depending on the used solutions. If the price is presented in such a way, the offer will be rejected.
5. Determination of the correct VAT tax rate lies with the Contractor.
6. If an offer has been made, the choice of which would lead to the obligation of a tax liability for the Buyer in accordance with the provisions of the Goods and Services Tax, the Buyer shall, in order to assess such an offer, add the tax to the price of the goods and services which he is required to settle in accordance with such laws. The Contractor, when submitting an offer, shall inform the Buyer whether the choice of the offer will lead to such tax liability for the Buyer, indicating the name(s) of the goods or services whose delivery or provision will result in such a liability, and indicating their value without the tax.
7. Any settlements between the Buyer and the Contractor shall be made in PLN.
8. The price is understood to be the price referred to in Article 3 para. 1(1) and para. 2 of the Act of 9 May 2014 on information about the prices of goods and services (Journal of Laws 2014, item 915)

XIV. DESCRIPTION OF THE CRITERIA FOR OFFER EVALUATION AND THE METHODS USED FOR SUCH EVALUATION

1. Offer evaluation criteria:

- f) Gross price;
- g) The option of expanding it to the multiphoton microscope;
- h) The option of expanding it for research in "in vivo" configuration

8. The indicated criteria for the evaluation of offers have the following weights:

Lp.	Criterion	Weight Maximum number of points
1.	Gross price („C")	60 % 60 pkt.
2	The option of expanding it to the multiphoton microscope „M"	20 % 20 pkt
	a) The option of expanding it for research in "in vivo" configuration „V"	20 % 20 pkt

9. Method of calculating the point value of the offer

a) The point value of criterion - "**Gross Price**" (C) is calculated according to the formula:

$$C = C_{\min} / C_i \times 60$$

where:

- C - number of points awarded to the offer in the criterion: gross price
- C_{min} - the cheapest offered price
- C_i - Price offered in the offer.

b) The option of expanding it to the multiphoton microscope - „M" - points shall be calculated in accordance with the following table:

The option of expanding it to the multiphoton microscope	Number of points
Has the option	20 pkt
Doesn't have the option	0 pkt

COMMENT!

In the case of not indicating in the offer form in the section of the criterion: "The option of expanding it to the multiphoton microscope", the Buyer deems, that the Contractor proposes a device which does not have the option mentioned above and will give 0 points in this criterion.

- c) The option of expanding it for research in “in vivo” configuration - „V” points shall be calculated in accordance with the following table:

The option of expanding it for research in “in vivo” configuration	Number of points
Has the option	20 pkt
Doesn't have the option	0 pkt

UWAGA!

In the case of not indicating in the offer form in the section of the criterion: “The option of expanding it for research in “in vivo” configuration”, the Buyer deems, that the Contractor proposes a device which does not have the option mentioned above and will give 0 points in this criterion.

10. The Buyer awards a public contract to the Contractor, whose the offer will receive the highest number of points (P_i).

$$P_i = C + M + V$$

gdzie:

P_i – total number of points

C – points in the „Gross price” criterion

M – points in the „The option of expanding it to the multiphoton microscope” criterion

V – points in the „ The option of expanding it for research in “in vivo” configuration” criterion

11. The points will be calculated to the nearest two (2) decimal places using the common rules of rounding.

XV. INFORMATION REGARDING FORMALITIES, WHICH SHOULD BE CARRIED OUT AFTER CHOOSING AN OFFER IN ORDER TO CONCLUDE AN AGREEMENT REGARDING THE PUBLIC PROCUREMENT

1. On behalf of the Contractor the contract may be signed by the person(s) authorized to represent the contractor mentioned in the in their registration documents or a proxy who will submit a power of attorney from the person(s) listed in the above document, the power of attorney must be submitted in original or notarized copy of the original.
2. In the case of the selection of the best offer of the Contractors jointly applying for the award of the order, the Buyer may request, before concluding the contract, that a contract be submitted which regulates the cooperation of these contractors (the original document or a copy certified for compliance with the original). It is recommended that such a contract should include information that the contract of the joint entity was



concluded for the duration of the contract with the Buyer and the obligation of specific entities with respect of withdrawal of any of the entities representing the joint entity and their obligations in respect of insolvency, bankruptcy or cessation of any of the entities.

XVI. ESSENTIAL TERMS OF A CONTRACT

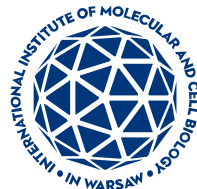
1. The terms of the agreement, which will be included in the future agreement with the Contractor who was selected in the proceedings, are included in the relevant provisions of the agreement representing **Attachment no. 5 to this SIWZ..**
2. The Contractor, after their offer was chosen, has no right to place or demand placing any provisions, apart from provisions of informative nature or those that specify the manner of performing the agreement in regards to communication between the parties.
3. It is understood that the provisions of the agreement that were not questioned before the submission of the offer, will be accepted by the Contractor without reservations at the time of signing the agreement. Any questions and doubts regarding the essential terms of the contract will be considered as for the entire specification, in accordance with Art. 38 of the Act.
4. Pursuant to Article 144 section 1 of the Act the Buyer allows the possibility to make changes to the contents of the agreement with regard to the contents of the tender bid, which provided the basis for the selection of the Contractor, in the case of:
 - a) changes in the regulations of public law to the extent that would affect the execution of the contract – the contents of the agreement will be adjusted to the new regulations
 - b) an act of God being a force majeure event preventing timely performance under the contract or circumstances resulting from the acts of third parties independent of the parties thereto – the contract completion deadline may be amended, accordingly (following agreement between the parties in which the said circumstances have been documented);
5. The Parties will allow the possibility of making any irrelevant amendments to the Agreement, in accordance with art. 144 paragraph 1 point 5 of the Act, any amendments acceptable by law and not required to be included in SIWZ, as well as changes whose scope, nature and conditions of introduction are provided for in the relevant provisions of the agreement.
6. The change of persons appointed to contact and the change of contact details of the parties do not constitute an amendment of the contract and do not require the signing of an annex to the contract..

XVII. SECURING PROPER PERFORMANCE OF THE CONTRACT

The Buyer does not require securing proper performance of the contract.

XVIII. ADVICE ON LEGAL PROTECTIVE MEASURES AVAILABLE TO THE CONTRACTOR DURING THE PROCUREMENT PROCEDURE

The Contractor or any other entity who wants or wanted to obtain a particular order and has suffered or may have suffered damage as a result of the breach of the provisions of the



Act by the Buyer shall have the right to legal protection measures provided for in Section VI of the Act.

XIX. OTHER PROVISIONS

In matters not regulated in these Terms of Reference (SIWZ), the applicable regulations shall be those of the Public Procurement Act of 29 January 2004 and the Civil Code of 23 April 1964, unless otherwise provided in the Public Procurement Act.

XX. LIST OF ATTACHMENTS

Attachment no 1 – The description of the subject matter of the contract

Attachment no 2 – Offer form

Attachment no 3 – The statement with regard to meeting the conditions for participation in a procedure as well as lack of grounds for exclusion.

Attachment no 4 – List of deliveries

Attachment no 5 – Sample (essential) terms of a contract

Attachment no 6 – Statement of affiliation or non-affiliation to the same capital group

Approved :

.....
*The date and Signature
For the Buyer*

Attachment no 1 to SIWZ

The description of the subject matter of the contract

The subject of the order is the supply, purchase and installation of a of microscope integrated with the electrophysiology system for International Institute of Molecular and Cell Biology in Warsaw .

l.p.	Opis
Microscpe with fully motorised electrophysiology system	<p>1. Microscpe with:</p> <ul style="list-style-type: none"> - motorized stage with smooth, vibration-free and accurate movement in the XY axis with overall range of the movement up to 50 mm (axes XY) - motorized condenser and lens holder with vibration-free, smooth and accurate movement in the Z axis (total range the movement 25 mm), - unlimited memory of table positions /lens allowing multiple return to selected positions of interests. - trinoc (for eyepieces and camera mount) - plan achromat objective with 4x magnification with working distance of 18.5 mm and numerical aperture of 0.1 - universal long working distance plan fluorite no-cover water immersion objective; with 40x magnification, 3.3 mm working distance and numerical aperture of 0.8; with high transmissions over the entire wavelength range from UV to Infrared., - precentered 100 W halogen lamp, lamp house for 100 W halogen lamp, for IR applications, precentered, aspherical collector lens, without heat cut filter. - transformer for 100W halogene lamp with cables for connecting the halogen lamp house with transformer, - 775 nm bandpass filter; narrow IR-interference bandpass filter for IR microscopy, for video enhanced IR-DIC applications, - IR-Cold mirror (45 mm) for halogene lamp or filter holder, transmittance: 450 to 1100 nm. - a small microscope base with a surface area of max. 500 cm² - easy access to the sample mounted on the microscope, - dual swing-in/out nosepiece with DIC prism pocket, - 3 position filter wheel with adjustable rotation on 1 position, - 32 mm polariser for visible and 775 nm IR-DIC, to be inserted into filter wheel, - analyzer slider for reflected light illuminator, - DIC prism for 40x water immersion objective, - high resolution DIC prism for the nosepiece, - long working distance (5.7 mm) single position condenser for bright field, ploraized and light and DIC, strain-free achromatic / aplanatic correction with NA 0.8 built-in 360 degree rotatable quarter plate for DIC microscopy, IR compatible, - with the option for expanding to the fluorescence microscope, <p>2. two motorised 4 axes (3 real, 1 virtual) super smooth</p>

	<p>manipulators with roller bearings and steep brackets characterized by low level of mechanical drift (less than 1 micrometer / 2h), high spatial resolution (20 nm step), the ability to control the speed of movement from 0.1 micrometer to 4 millimeters per second with the assembly system</p> <p>3. motorised movable base plate XY with 3 metric mounting carriages enabling quick assembly / disassembly of micromanipulators</p> <p>4. short post and platform for mounting sample,</p> <p>5. recording chamber complete with a magnetic mounting ring and two perfusion tools</p> <p>6. one switchable control cube and one PatchPad for motorised remote positioning of microscope, manipulators and stage</p> <p>7. software enabling simultaneous control of micromanipulators while maintaining their position in relation to each other.</p> <p>8. complete documentation for using of the system and software</p>
microelectrode amplifier with (headstages)	A computer controlled microelectrode amplifier designed for voltage clamp and current clamp experiments using the same preamplifier. The amplifier should be equipped with at least two preamplifiers, which can be mounted horizontally or vertically
acquisition card	16 bit low-noise acquisition card equipped with 4 channels humsilencer, sample rate 500,000 samples per second, equipped with a USB 2.0 16-bit output,
Electrophysiology and data analysis software	Software for programming and managing the recording of electrophysiological measurements and analysis of the obtained data. The software should be compatible with the rest of the system.
Camera	CCD camera compatible with the rest of the system. Image acquisition - min. 24 fps at full resolution (minimum 40 fps binned 2x2), 14-bit transducer, 11 mm diagonal sensor, pixel size 6.45 µm, quantum yield min. 70% at 600 nm, reading speed min. 50 MHz, reading noise <7e RMS. Passive cooling to 0 ° C (at room temperature). For this fast USB 3.0 interface and software compatible with Windows 7, 8 or 10 (64-bit in each case).
Farady cage, type II	Farady cage type II with dimensions 750 mm x 900 mm x 1000 mm (height). Made of stainless steel (frame) and copper - mesh material. Includes rubber lined 2 (250mm) diameter hole in base of rear and side panels for cables. without a fastener.
Anti-vibration table	<p>Anti-vibration table consisting of:</p> <ol style="list-style-type: none"> 1. anti-vibration table with dimensions 900 mm (width) x 750 mm (depth) and ~ 785 mm (height) with a grid of M6 Tapped Holes in the table top. The table should be equipped with an air-based system for vibration isolation. 2. steel structure that completely surrounds the table enabling installation of the Farady cage, with dimensions of 900 mm (width) x 750 mm (depth) and ~ 50 mm (height).



Załącznik nr 2 to SIWZ

.....
(Contractor's stamp)

.....
(place and date)

(FILL POLISH VERSION)
OFFER FORM

CONTRACTOR'S NAME:.....

.....

ADDRESS:.....

TAX NUMBER:

TELEPHONE:.....

FAX lub e-mail to which the Buyer is to send correspondence

Is the Contractor a micro-enterprise, a small one or medium-sized enterprise YES / NO
(indicate as appropriate)

In response to the announcement of the open tender for :

Supply, purchase and installation of a microscope integrated with the electrophysiology system for the International Institute of Molecular and Cell Biology in Warsaw

(procedure no: ADZ.261.17.2018)

In accordance with the conditions and requirements contained in the Terms of Reference (Specification of essential terms of the contract), hereinafter referred to as SIWZ as well as in Attachments we are submitting an offer:

1. Name and model of the equipment

a) Total offer price:

NET OFFER PRICE IN PLN: PLN
(in words:)

VAT RATE.....%*

GROSS OFFER PRICE IN PLN PLN *
(in words:)*

The price above includes all costs related to the execution of the order..



We declare that the VAT rate quoted in the offer is consistent with the provisions of the Act of March 11, 2004 on Value Added Tax (Journal of Laws of 2011 No. 177, item 1054, as amended)*

** The statement does not apply to the Contractor having his seat or place of residence outside Poland's borders.*

We declare that the selection of our offer:

- **will not lead** to the creation of a tax burden for the Buyer pursuant to the regulations on VAT
- **will lead** to the creation of a tax burden for the Buyer for the following goods pursuant to the regulations on VAT*:

.....	PLN net
Name of the good/service	value net of VAT

Art. 91 para. 3a The Act: If a tender has been submitted, the selection of which would result in a tax obligation on the contracting authority under the provisions on tax on goods and services, the contracting authority shall, in order to evaluate such a tender, add the value added tax (VAT) payable under these provisions to the tender price. The economic operator, when submitting a tender, shall inform the contracting authority whether the selection of tender will lead to a tax obligation on the contracting authority, indicating the name (type) of goods or services, delivery of which will lead to a tax obligation, and indicating their value without the tax amount.

- b) Offered equipment meets all parameters as described in the description of subject matter of contract
- c) The option of expanding it to the multiphoton microscope:

.....
(Possible to enter: "Has the option", "Doesn't have the option")

- d) The option of expanding it for research in "in vivo" configuration

.....
(Possible to enter: "Has the option", "Doesn't have the option")

2. The manufacturer's warranty calculated from on the date of launch the equipment– min. 12 months.
3. Time limits for delivery including installation and launch the equipment : maximum limit 16 weeks from the signing of the contract.
4. We hereby declare that we have read the Specification (SIWZ) and Attachments as well as changes and/or clarifications in the SIWZ and we deem ourselves bound with the provisions, the terms and rules contained therein.



5. We hereby declare that the price includes all costs incurred by the Buyer in the case of selecting this offer .
6. We hereby declare that we accept the conditions for the guarantee and payment referred to in SIWZ.
7. We hereby declare that we have obtained all necessary information for proper preparation and submission of this offer.
8. We consider ourselves bound by this offer for a period of 30 days from the deadline for submission of tenders.
9. We will carry out the deliveries covered by the subject of the order:

without the participation of subcontractors / with the participation of subcontractors *:

Part of the order that we intend to entrust to subcontractors	Name (company) of the subcontractors

10. We declare that, in this offer information contains on pages to information constituting a business secret within the meaning of the unfair competition law.

(The Buyer points out that, according to Art. 8 paragraph 3 of the Act, the Contractor may not reserve the information referred to in art. 86 paragraph 4 of the Act.)

11. We accept the essential terms of a contract of the Buyer without any objection and we undertake, if our offer is chosen, to enter into a contract on the aforementioned conditions at the place and time specified by the Buyer. We declare, that we will not require, that the agreement we will enter should include any provision, except for the provisions of informative nature or provisions that state how the agreement should be performed in regards to communication between the parties.
12. We submit this complete offer on consecutively numbered pages.
13. We have deposited tender deposit in the amount of PLN in the form of, At the same time we specify the address / account number * to which the tender deposit should be returned:
14. We would like to inform that the statements required by the SIWZ or the documents confirming the circumstances, that are mentioned in art. 25 paragraph 1 items 1 and 3:

Name of statement or document	Internet address where the document or statement is available in electronic form, issuing office or the authority, exact reference data of the documentation or the number and name of the contract award procedure at the Buyer, in which the Contractor submitted declarations or documents

15. Along with the offer we submit the following statements and documents:

- a)
- b)itd.



16. Any correspondence regarding these proceedings should be directed to the following address:

Name:

Address:

Telephon..... fax.....

e-mail:

17. We declare that according to the attached power of attorney, a proxy to represent us in the proceedings and to conclude the contract is:.

.....
(To be completed only by economic operators who submit a joint offer or contactors, who in the abovementioned scope established a power of attorney)

....., dnia 2018 roku

.....
Signature(s) of the person(s) indicated
in a document entitling the person(s) to conduct legal transactions
or person(s) with a power of attorney*
(It is recommended readable signature
or signature which bears the personal stamp)



Attachment no 3 to SIWZ

The Contractor:

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

(full name/firm, address, registration number)

**International Institute of
Molecular and Cell Biology
in Warsaw
ul. Ks. Trojdena 4,
02-109 Warszawa**

(FILL POLISH VERSION)

STATEMENT BY THE CONTRACTOR¹

***In regard to meet the conditions for participation in a procedure as well
as lack of grounds for exclusion,
submitted in accordance with Art. 25a para. 1 of the Act of 29th January
2004, Public Procurement Law (Journal of Laws of 2017, item 1579,
with later amendments)***

By claiming participation in the contract award procedure, reference symbol
ADZ.261.17.2018, for:

**Supply, purchase and installation of a microscope integrated with the
electrophysiology system for the International Institute of Molecular and Cell
Biology in Warsaw**

I declare as follows :

**Part I: Lack of grounds for exclusion as well as meeting the conditions for
participation in the procedure.**

I declare that:

1. I am not subject to exclusion from the contract award procedure in accordance with Art.
24 para. 1 points 12-23 The Act;
2. I meet the conditions for participation in a procedure specified in SIWZ

¹ Part I and Part V of the Statement – all Contractors fill it.
Part II and III – To be completed only by Contractors, to which they relate



....., the day,

Place	Date	Signature(s) of the person(s) indicated in a document entitling to conduct legal transactions or person(s) with a power of attorney* (It is recommended readable signature or signature accompanied with the personal stamp).
-------	------	---

Part II: Corrective measures c (Complete only if applicable)

I (We) declare that there exist grounds of exclusion in the contract award procedure, referred to in Art. of the Act, ². At the same time I (we) declare that for the abovementioned circumstance corrective actions were taken. I present evidence that measures undertaken by me are sufficient. I am enclosing for the offer this evidence.

Contractor shall not be subject to exclusion, if the Buyer, taking account of the significance and specific circumstances of contractor's act, deems the evidence presented pursuant to Art. para. 8 to be sufficient.

....., the day,

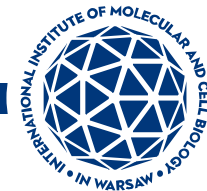
Place	Date	Signature(s) of the person(s) indicated in a document entitling to conduct of legal transactions or person(s) with a power of attorney* (It is recommended readable signature or signature accompanied with the personal stamp).
-------	------	--

Part III: Information about to reliance on resources of other entities in the performance of the order (Complete only if applicable).

I (We) declare that, in order to demonstrate that I (we) meet the conditions for participation in this procedure. I rely on the resources of the following entities:

.....
.....
.....
(provide full name /firm, address, scope, and registration number).

² Provide appropriate grounds for exclusion listed in art. 24 para. 1 points 13-14, 16-20 of the Act.



I (we) declare that in relation to abovementioned entities there is lack of ground for exclusion from the contract award procedure..

....., the day,

Place

Date

.....
Signature(s) of the person(s) indicated
in a document entitling to conduct legal transactions
or person(s) with a power of attorney*
(It is recommended readable signature
or signature accompanied with the personal stamp).

Part IV: Clause regarding provided information.

I declare that information provided in abovementioned statements are up -to-date and true as well as have been provided in full awareness of the consequences of providing misleading information to the Buyer.

....., the day,

Place

Date

.....
Signature(s) of the person(s) indicated
in a document entitling to conduct of legal transactions
or person(s) with a power of attorney*
(It is recommended readable signature
or signature accompanied with the personal stamp).



Attachment no 4 to SIWZ

(FILL POLISH VERSION)

Concerns the contract award procedure for:

Supply, purchase and installation of microscope integrated with the electrophysiology system for the International Institute of Molecular and Cell Biology in Warsaw

(reference symbol ADZ.261.17.2018).

LISTS OF REALIZED DELIVERIES

We declare that within the last three years, before the deadline for submission of tenders, and if the period of business activity is shorter - during this period, we have duly performed the following deliveries to confirm that we meet the conditions of participation in the proceedings:

No	<i>The subject matter of the delivery – description of delivery considering the requirements in this procedure</i>	<i>Performance dates (from – to, month, year)</i>	<i>Value of delivery gross in PLN</i>	<i>The entity to whom the delivery was performed (Name of recipient, address)</i>
1				
2				
3				

In the table should be provided all information which allows to state that the Contractor meets the conditions for participation in this procedure set out by to chapter V point 1 subpoint 1.2. of SIWZ. For each abovementioned delivery evidence shall be submitted which proves the proper performance of deliveries or that they are being duly performed.

....., the day,

Place

Date

Signature(s) of the person(s) indicated
in a document entitling to conduct of legal transactions
or person(s) with a power of attorney*
(It is recommended readable signature
or signature accompanied with the personal stamp).



Attachment no 5 to SIWZ

AGREEMENT /draft/ No

Concluded on this day of By and between:

The International Institute of Molecular and Cell Biology in Warsaw, Księcia Trojdena 4 Street

Tax ID Number: 526-22-78-704

represented by:

1.
2.

hereinafter referred to as “the Contracting Authority”

and

....., postcode

Street address:

Tax ID Number:

Represented by:

1.
2.

hereinafter referred to as “the Contractor”,

with the contents as follows:

§ 1

The parties declare that the Agreement has been concluded as a result of the public contract award procedure for **supply, purchase and installation of a of microscope integrated with the electrophysiology system for the International Institute of Molecular and Cell Biology in Warsaw** in accordance with the provisions of the Public Procurement Act of 29 January 2004 (Journal of Laws of 2017, item 1579, with later amendments), case reference No ADZ.261.17.2018

§ 2

Subject of the order

1. The subject of the order is the delivery and installation of a microscope integrated with the electrophysiological system for the needs of the International Institute of Molecular and Cell Biology in Warsaw, along with the installation in the place indicated by the Contracting Authority, start-up and training of designated employees of the Contracting Authority to the extent necessary for the proper use of the subject of the contract, in accordance with the Contractor’s offer submitted under procurement proceedings.
2. The Contractor shall ensure delivery of a brand new device, free of any defects, consistent with the latest technological solutions of the manufacturer, along with new, original equipment elements, in accordance with the submitted tender offer and standards in force in Poland.



3. The detailed description of the subject of the contract has been provided in the Terms of Reference (*SIWZ*) and in the Contractor's offer dated, both of which represent an integral part of this Agreement.

§ 3

Value of the contract

1. For the execution of the contract, the Contractor will receive a total remuneration of :
Net amount (exclusive of VAT) in the amount ofPLN,
(in words:)
VAT rate % in the amount of PLN,
Gross (inclusive of VAT) in the amount of PLN,
(in words:)
2. The remuneration referred in para. 1 is not subject to increases and covers all costs arising directly from the execution of the contract specified in the *SWIZ* and in the offer dated
3. The Contractor will issue an invoice or bill, upon written acceptance by the Contracting Authority of the entire subject of the contract unreservedly, on the basis of the certificate of acceptance signed by both parties.
4. All payments related to the subject matter of the contract will be made on the basis of correctly issued invoices or bills referred to in para. 3 within 14 days from the date of their receipt by the Contracting Authority, to the account indicated by the Contractor.
5. The payment date shall be the date of debiting the account of the Contracting Authority.
6. The Contractor must not transfer a assignment of receivables from this contract to third parties without the written consent of the Contracting Authority.

§ 4

Conditions for the performance of the contract

1. The Contractor is obliged to deliver under the contract, according to the criteria and technical parameters described in the subject matter of the contract.
2. The Contractor shall ensure the performance of the subject of the contract in maximum limit: 16 weeks from the signing of the contract, that is, by
3. The Contractor shall deliver the subject of the contract referred to in the description of the subject of the contract annexed to the contract (Attachment no), at their own expense and by their own efforts to the registered office of the Contracting Authority, i.e. to the address of Księcia Trojdena 4 Street in Warsaw.
4. At least two working days before the expected delivery, the Contractor shall notify the person responsible for the implementation of the provisions of the contract on the part of the Ordering Party, of the exact date of delivery of the equipment.
5. The delivered equipment must be in appropriate transport packaging to protect it against damage during transport to the place of destination.
6. Along with the delivered equipment, the Contractor shall deliver a signed warranty card or other warranty documents and necessary documents.
7. The delivery shall be completed with a certificate of acceptance, signed by both Parties, after the delivery of the system, installation, commissioning (start-up) and training of users who will operate the equipment.

§ 5

Responsible persons

1. Persons responsible for the delivery under the contract are:
 - 1) on the Contracting Authority's side -
Tel.:, e-mail@iimcb.gov.pl
 - 2) on the Contractor's side -
Tel.:, e-mail
2. The change of persons responsible for execution of the contract, listed above in item 1, shall require written notification to the other Party.

§ 6

Warranty and post-warranty service terms

1. The Contractor will provide min 12-months the manufacturer's warranty on delivered equipment.
2. The warranty period starts from the date of signing the acceptance certificate of the subject of the contract without reservations.
3. The Contractor is obliged to remove the defects at his own expense during the warranty period, replace defective parts.
4. In the case of a failure that prevents the system from being used for at least 7 days, the warranty period will automatically be extended by the entire period of immobilization of the device.
5. The warranty covers the repair of a defective component or its replacement.
6. If it is not possible to repair the equipment on site at the premises of the Contracting Authority during the warranty period, the costs of shipping, transporting the faulty device or its parts shall be borne by the Contractor.
7. The defective component will be replaced free of charge with the same functional component or with a component with better parameters.
8. In the case of failure of the same component during the warranty period, the component shall be replaced with a brand-new component with the same or better parameters, and it will be covered by a 6-month warranty, irrespective of the warranty for the entire device.
9. During the warranty period and post-warranty service, the Contractor undertakes that:
 - a) The response time for the notification must take place within 2 business days, counting from the moment of reporting the defect (failure),
 - b) The time of settling the warranty and post-warranty notification, i.e. removing the physical defect (replacement) or its part (repair) or delivering a new device or its defect-free part (replacement) within 12 weeks from the moment of reporting the defect (failure),
 - c) Any faults and defects will be reported to the Contractor's phone number or via e-mail to and such notification will be confirmed to the Contracting Authority's e-mail address secretariat@iimcb.gov.pl.
 - d) Should the Contractor's address or telephone number be changed, the Contractor shall notify the Contracting Authority seven days prior to the change, otherwise any defect notifications shall be deemed effectively given.

§ 7

Contractual Penalties

1. In the case of the delay in timely contract performance The Contractor shall pay to the Contracting Authority a contractual penalty of 0.1% of the gross value of the undelivered equipment for each day of the delay, however, this shall not be more than 10% of the value of the subject matter hereof.
2. Contractual penalties for non-performance or inadequate performance under the contract
 - a) For a delay in timely performance under the terms of warranty, guarantee or any other provisions hereof, the Contracting Authority shall be entitled to calculate on each occasion a contractual penalty to be paid by the Contractor at the rate of 0.1% of gross contract value for each day (24 hours) of the delay, however, this shall not be more than 10% of the value of the subject matter hereof. The equipment down-time shall be determined on the basis of the date of a written notification of the defect (failure) and the date of signature of a clean repair completion certificate,
 - b) For withdrawal from the contract for reasons attributable to the Contracting Authority, the Contracting Authority shall pay a contractual penalty of 10 % of the contract value.
 - c) For withdrawal from the contract for reasons attributable to the Contractor, the Contractor shall pay a contractual penalty of 10% of the contract value.
3. Contractual penalties may be deducted from the Contractor's remuneration or performance bond against an accounting note made out by the Contracting Authority.
4. In the case when the damage caused by the delay in the fulfillment of warranty obligations or other obligations set out in the contract, will exceed the contractual penalty, the Contracting Authority shall have the right to demand supplementary compensation on general terms set out in the Civil Code.

§ 8

Changes to the Agreement

1. Any changes to the Agreement require a written form, or otherwise will be null and void..
2. Pursuant to Article 144 section 1 of the PPA, the Contracting Authority allows the possibility to make changes to the contents of the agreement with regard to the contents of the tender bid, which provided the basis for the selection of the Contractor, in the case of:
 - a) changes in the regulations of applicable law to the extent that would affect the performance under the contract – the contents of the agreement will be adjusted to the new regulations
 - b) an act of God being a force majeure event preventing timely performance under the contract – the contract completion deadline may be amended, accordingly (following agreement between the parties and upon providing proper documentation of the circumstances).

§ 9

Withdrawal from the contract

The Contracting Authority may withdraw from the contract without penalty in the event of a material change of circumstances causing the performance under the contract to be no longer in the public interest, which could not have been foreseen at the time of the execution hereof



(pursuant to Article 145 of the Public Procurement Act). The Contracting Authority shall notify the Contractor of such circumstances in writing within 30 days from becoming aware of the aforementioned circumstances.

§ 11

In matters not regulated expressly herein, the applicable laws shall be the provisions of the Civil Code and the Public Procurement Act.

§ 12

Any disputes arising hereunder shall be resolved by a Common Court with jurisdiction by reason of domicile of the Contracting Authority.

§ 13

This Agreement has been made in two identical copies - one for the Contracting Authority and one for the Contractor.

**THE CONTRACTING
AUTHORITY**

THE CONTRACTOR

USE POLISH FORM



Document which the Contractor is obliged to submit within 3 days from the date of placing the information referred to in art. 86 paragraph 5 of the Act on the website of the Buyer.

Attachment no 6 to SIWZ

.....
(address stamp of the Contractor)

(FILL POLISH VERSION)

**Statement of affiliation or non-affiliation to the same capital group
WITHIN THE MEANING OF ART. 24 PARA. 1 PKT 23, IN CONJUNCTION WITH ART.
24 PARA. 11 OF THE ACT OF 29TH JANUARY 2004, PUBLIC PROCUREMENT LAW
(JOURNAL OF LAWS OF 2017, ITEM 1579, WITH LATER AMENDMENTS),**

**Supply, purchase and installation of microscope integrated with the
electrophysiology system for the International Institute of Molecular and Cell
Biology in Warsaw
(Reference symbol ADZ.261.17.2018).**

I (we) declare that:

- *) We do not belong** to the capital group referred to in art. 24 paragraph 1 point 23 of the Act
- *) We belong** to the same capital group within the meaning of the Act of 16 February 2007 on Competition and Consumer Protection (Journal of Laws No. 50, item 331, as amended), referred to in Art. 24 paragraph 1 point 23 of the act, which consists of the following entities:

No	Name	Address
1.		
2.		

I hereby submit documents / information confirming that links to another Contractor do not lead to distortion of competition in the proceedings :

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

**/ Delete as appropriate*

Signature and stamp of the authorized representative of the Contractor