



Process No. WCH.2420.4.2017.HS

TENDER SPECIFICATIONS

**Open tender process with an estimated value not exceeding the equivalent
of the amount specified in regulations issued pursuant to Article 11.8
of the Public Procurement Act**

SUPPLY OF AN INTEGRATED SYSTEM OF FOUR HIGH-PRESSURE REACTORS

1. BACKGROUND INFORMATION

The University of Wrocław, Faculty of Chemistry, calls for tenders in the open tender process for the supply of an integrated system of four high-pressure reactors. The Contracting Entity expects the Supplier to become thoroughly acquainted with the details of these Tender Specifications. The Supplier shall bear the risk resulting from failure to furnish all required information and documents or from the submission of a tender that does not meet the requirements specified by the Contracting Entity. The process shall be conducted pursuant to the Public Procurement Act of 29 January 2004, as amended, implementing provisions thereunder, and these Tender Specifications. In particularly justified cases, the Contracting Entity shall have the right to amend these Tender Specifications. Such amendments may be made at any time prior to the expiry of the deadline for the submission of tenders. If such an amendment is made, information thereof shall immediately be made available to all entities taking part in the process and placed on the Contracting Entity's website.

The following terms used in these Tender Specifications shall have the following definitions:

'Contracting Entity' – University of Wrocław, Faculty of Chemistry.

'Process' – the process conducted by the Contracting Entity on the basis of these Tender Specifications.

'Tender Specifications' – these Tender Specifications.

'Act' – the Public Procurement Act of 29 January 2004 (consolidated text: *Dziennik Ustaw* 2015, Item 2164, as amended).

'Contract' – a public procurement contract whose terms of reference are described in detail in Exhibit No. 1 to these Tender Specifications.

'Supplier' – an entity that applies for the performance of the Contract, submits a tender for the performance of the Contract, or enters into an agreement with the Contracting Entity for the performance of the Contract.

The Contracting Entity's particulars:

NIP (Tax No.): PL 896-000-54-08

Detailed correspondence address:

The University of Wrocław, Faculty of Chemistry

Ul. Joliot-Curie 14, 50-383 Wrocław

Fax for Contract correspondence: 71 375 7420

Email for Contract correspondence: przetarg@chem.uni.wroc.pl

Process reference number: WCH.2420.4.2017.HS

Note: this reference number shall be used in correspondence to the Contracting Entity.

2. SUBJECT-MATTER OF THE CONTRACT

The Contract is for the supply of an integrated system of four high-pressure reactors to the Faculty of Chemistry of the University of Wrocław. The details of the subject matter of the Contract are described in Exhibit No. 1 to these Tender Specifications. The Contracting Entity requires that the equipment supplied should be brand new, unused, and undamaged. The presented parameters of the subject-matter of the Contract shall be the technical and qualitative minimum expected by the Contracting Entity and possible equivalent tenders shall be assessed on their basis. Equivalent shall mean equipment with parameters, production quality, and production technologies not inferior to those in the description of the subject-matter of the Contract specified in these Tender Specifications. The product tendered shall meet the minimum requirements of the Contracting Entity specified in the description of the subject-matter of the Contract or have superior parameters. The Contracting Entity requires that the equipment tendered should carry CE certification. The Contracting Entity does not allow tenders for lots or variant tenders. The Contracting Entity does not envision the possibility of awarding contracts referred to in Article 67.1(7).

Common Procurement Vocabulary (CPV) reference number:

38540000-2 Machines and apparatus for testing and measuring

3. TIME AND PLACE OF CONTRACT PERFORMANCE

The Contracting Entity requires that the Contract should be performed within 140 days from the conclusion of the Contract. The place of supply shall be the University of Wrocław, Faculty of Chemistry, Ul. Joliot-Curie 14, 50-383 Wrocław.

4. PROCESS PARTICIPATION CONDITIONS

The award of the Contract may be applied for by Suppliers who:

- 1) are not excluded under Article 24 of the Public Procurement Act;
- 2) meet process participation conditions concerning:
 - a) competence or authority to carry on specific occupational activities if that is required under separate regulations;

The activities necessary to perform the Contract do not require any special authority.

- b) their economic or financial situation;

The Contracting Entity does not specify any specific requirement in this regard.

- c) technical or occupational abilities;

The Contracting Entity does not specify any specific requirement in this regard.

The Contracting Entity may, at any stage in the process, decide that the Supplier does not have the requisite abilities if the involvement of the Supplier's technical or occupational resources in the Supplier's other economic projects may have an adverse effect on the performance of the Contract.

3. The Contracting Entity does not envision the exclusion of the Supplier pursuant to Article 24.5 of the Public Procurement Act.

5. REPRESENTATIONS AND DOCUMENTS TO BE SUBMITTED BY SUPPLIERS TO CONFIRM MEETING THE CONDITIONS SET OUT IN SECTION 4 AND RULES FOR THE ASSESSMENT OF THOSE CONDITIONS BEING MET

To demonstrate meeting the conditions, every Supplier must attach to the tender a representation, current as at the date of the submission of the tender, as required under Exhibit No. 3 to these Tender Specifications. The information contained in the representation shall be a preliminary confirmation that the Supplier is not subject to exclusion and meets the process participation conditions. Where several Suppliers apply for the Contract jointly, each of such jointly applying Suppliers shall furnish a representation.

Acting pursuant to Article 24aa.1–2 of the Public Procurement Act, the Contracting Entity shall evaluate the tenders and then assess whether the Supplier whose tender is evaluated as the most favourable is not subject to exclusion and meets the process participation conditions. If the selected Supplier evades entering into the Contract, the Contracting Entity may check whether the supplier who submitted the highest evaluated tender among the remaining tenders is not subject to exclusion and meets the process participation conditions.

Before awarding the Contract, the Contracting Entity shall call on the Supplier whose tender is the highest evaluated to submit the following representations and documents, current at the date of their submission, within a specified deadline, not shorter than five days:

1. To confirm that the supplies tendered meet the requirements specified by the Contracting Entity, the Contracting Entity requires that Exhibit No. 1 to these Tender Specifications, the description of the subject-matter of the Contract, completed and signed, should be submitted when requested. The Contracting Entity allows the provision of a technical description on separate pages. The technical description shall state the type and the manufacturer of the equipment and the technical details corresponding to the description of the subject-matter of the Contract. The Supplier shall provide an unambiguous description showing beyond any doubt that the subject-matter of the Contract tendered meets all requirements set out in these Tender Specifications. The consistency of the equipment tendered with the description of the subject-matter of the Contract provided in these Tender Specifications shall be checked on the basis of the equipment specifications submitted together with the tender in

the form of technical specifications provided by the Supplier, a printout of the manufacturer's website, or another equivalent document. The Contracting Entity agrees that the equipment manufacturer's documentation may be enclosed with the tender in English.

Within three days after the placement on the website of the information referred to in Article 86.3 of the Public Procurement Act, the Supplier shall furnish the Contracting Entity with a representation on belonging or not belonging to the same group of companies, as referred to in Article 24.1(23) of the Public Procurement Act. Together with the representation, the Supplier may submit evidence that links with another supplier do not lead to a disruption of competition in the procurement process.

Matters unregulated in these Tender Specifications shall be governed by the Regulation of the Prime Minister of 27 July 2016 on types of documents that may be requested by the Contracting Entity from the Supplier in the procurement process (*Dziennik Ustaw* 2016, Item 1126).

If the Supplier does not submit the representation referred to in this Section 5 of these Tender Specifications, the statements or documents confirming the circumstances referred to in Article 25.1 of the Public Procurement Act, or other documents necessary for the performance of the process, or if the statements or documents are incomplete or raise doubts indicated by the Contracting Entity, the Contracting Entity shall demand that they be submitted, completed, or corrected within a timeframe it specifies unless the tender would be dismissed or the process would have to be invalidated despite their submission.

6. INFORMATION ON THE METHOD OF COMMUNICATION WITH SUPPLIERS AND OF THE SUBMISSION OF STATEMENTS AND DOCUMENTS

Any notices, statements, requests, or information may be furnished by the Contracting Entity or the Supplier in writing, by facsimile, or electronically, except for the tender and the statements and documents referred to in Section 5 of these Tender Specifications (also if they are submitted in response to a request referred to in Article 26.3 of the Public Procurement Act), for which the Contracting Entity demands exclusively a written form. In correspondence addressed to the Contracting Entity, the Supplier shall use the reference number quoted in these Tender Specifications. Notices, statements, requests, or information furnished by the Supplier in writing shall be submitted at the following address: Uniwersytet Wrocławski Wydział Chemii (University of Wrocław, Faculty of Chemistry), Sekcja Finansowa (Finance Section), Ul. Joliot-Curie 14, 50-383 Wrocław. Notices, statements, requests, or information furnished by the Supplier electronically shall be submitted at the following address: przetarg@chem.uni.wroc.pl, and by facsimile to No. 713757420. Any notice,

statement, request, or information furnished by facsimile or electronically shall, if requested by either party, be immediately acknowledged to have been received.

The Supplier may request the Contracting Entity to explain the meaning of these Tender Specifications. If a request to explain the meaning of these Tender Specifications is received by the Contracting Entity by no later than the end of the day during which half the period for the submission of tenders expires, the Contracting Entity shall provide explanations without delay, no later than two days prior to the tender submission deadline. If a request to explain the meaning of these Tender Specifications is received after the expiry of the deadline referred to above or concerns explanations already given, the Contracting Entity may provide explanations or leave the request unprocessed. The Contracting Entity shall place explanations on the same website on which these Tender Specifications were placed. An extension of the tender submission deadline shall not alter the deadline for the submission of a request to explain the meaning of these Tender Specifications. In the event of a difference in meaning between these Tender Specifications and the provided explanations, the meaning of the document containing the Contracting Entity's later statement shall prevail. The Contracting Entity does not envision a supplier meeting.

The Contracting Entity states that the provisions of the Public Procurement Act do not allow for any contact, whether with the Contracting Entity or with any person authorized to communicate with suppliers, other than as indicated in this section of these Tender Specifications. This means that the Contracting Entity shall not respond to other forms of communication with it, in particular including phone calls or direct visits to its offices.

7. TENDER SECURITY

The Contracting Entity does not envision the requirement of the payment of tender security.

8. TENDER VALIDITY PERIOD

The Supplier shall be bound by the terms of the tender for 30 days. The said tender validity period shall run from the tender submission deadline. The Supplier may extend the tender validity period for a period necessary to enter into the Contract, of the Supplier's own accord or at the Contracting Entity's request; however, the Contracting Entity may request suppliers for consent to extend the tender validity period for a definite period no longer than 60 days only once, at least three days before the expiry of the tender validity period.

9. THE CONTRACTING ENTITY'S REQUIREMENTS

The price of the equipment shall include the cost of delivery and insurance, assembly, carrying to the location of installation, mounting, commissioning, and operation training for the staff of the Faculty of Chemistry. The equipment tendered shall meet all of the

Contracting Entity's requirements set out in these Tender Specifications. The warranty against defects shall be for at least 12 months. Payment for the supply shall be at least 21 days from the day of delivery of a VAT invoice together with an acceptance certificate. The required Contract fulfilment deadline shall be 140 days from the date of entry into the Contract. The Supplier shall fulfil the Contract on the terms and conditions described in the model contract attached as Exhibit No. 4 to these Tender Specifications.

10. MANNER OF PREPARATION OF THE TENDER

The tender shall include the following statements and documents:

1. A completed tender form prepared using the model attached as Exhibit No. 2 to these Tender Specifications, in particular containing: an indication of the subject-matter of the Contract tendered; the total gross tender price; an undertaking concerning the Contract fulfilment deadline; the warranty against defects period and the payment terms; a statement concerning the tender validity period and the acceptance of all terms of these Tender Specifications without qualification; as well as information as to which part of the Contract the Supplier intends to subcontract.
2. A representation as set out in Exhibit No. 3 to these Tender Specifications.

The tender shall be in Polish or in English, typed on a typewriter or on a computer or written using another durable and legible technique and signed by an individual or by individuals authorized to represent the Supplier in outside relations and to assume obligations in the amount of the tender price.

It the tender is signed and copies of documents are certified to be true copies of the originals by an individual not listed in the Supplier's registration document (filing-system record), the original of an appropriate power of attorney or a copy thereof certified as a true copy by a notary public shall be enclosed with the tender. The Supplier shall have the right to file only one tender. Filing a larger number of tenders shall cause the rejection of all tenders filed by the Supplier. The contents of the tender shall correspond to the contents of these Tender Specifications. The Supplier shall bear all expenses relating to the preparation and submission of the tender. It is recommended that every typed page of the tender should be consecutively numbered and the entire tender, including appendices, should be permanently connected (e.g. bound or stapled in a manner preventing spontaneous decomposition). Amendments or variations to the tender shall be initialled by the individual signing the tender in his or her own hand. The tender shall be filed in a closed envelope at the Contracting Entity's registered office, marked as follows:

'Tender in the procurement process for the supply of an integrated system of four high-pressure reactors, Ref. No. WCH.2420.4.2017.HS. To be opened at the public tender opening on 16 March 2017, at 12.00 noon' with the Supplier's name and detailed address.

The Contracting Entity states that, pursuant to Article 8 of the Public Procurement Act, in conjunction with Article 96.3 of the Act, tenders filed in the public procurement process are public and can be made available as of the moment of their opening with the exception of information that constitutes business secrets, as defined in the Unfair Competition Act of 16 April 1993 (*Dziennik Ustaw* 2003, No. 153, Item 1503, as amended), if the Supplier made a reservation, prior to the tender submission deadline, that it must not be made available, while demonstrating that such reserved information constitutes business secrets. The Contracting Entity recommends that information reserved as business secrets should be filed by the Supplier in a separate internal envelope marked 'Business Secrets' or bound (stapled) separately from the remaining (public) components of the tender. If it is not clearly indicated which information constitutes business secrets, all statements and certificates filed during the present process shall be public without qualification. The reservation of information that does not constitute business secrets in the meaning of the Unfair Competition Act shall be deemed void and result in such information not being confidential. The Contracting Entity states that when the Supplier receives the Contracting Entity's request under Article 90 of the Public Procurement Act, and its explanations and/or evidence constitutes business secrets in the meaning of the Unfair Competition Act, the Supplier shall have the right to reserve the same as business secrets. The Contracting Entity shall consider such a reservation effective only if the Supplier, in addition to making the reservation, simultaneously demonstrates that the information concerned constitutes business secrets.

The Supplier may amend, correct, modify, or supplement its tender filed on condition that the Contracting Entity receives written notice of the amendments made prior to the tender submission deadline. An amendment notice shall be filed in accordance with the same rules as those applicable to the tender, i.e. in an envelope appropriately marked as 'AMENDMENT'. Envelopes marked 'AMENDMENT' shall be opened at the time of opening the tender of the Supplier who made the amendment, and, if the amendment procedure is found to have been complied with, the amendments shall be attached to the tender.

The Supplier shall have the right to withdraw from the process prior to the tender submission deadline by filing written notice, in accordance with the same rules as those applicable to amendments or corrections, with the envelope marked 'WITHDRAWAL'. The envelopes of withdrawn tenders shall not be opened.

12. TENDER SUBMISSION PLACE AND DEADLINE AND TENDER OPENING PLACE AND TIME

The tender shall be submitted at the Contracting Entity's registered office: University of Wrocław, Faculty of Chemistry, Finance Section, ul. F. Joliot-Curie 14, 50-383 Wrocław, Room 11

by 16 March 2017, 11.00 a.m.

Of decisive significance for the assessment of compliance with the tender submission deadline shall be the date and time of the receipt of the tender by the Contracting Entity and not the date of its being mailed or sent by courier.

Tender opening shall take place at the registered office of the Contracting Entity: University of Wrocław, Faculty of Chemistry, Finance Section, ul. F. Joliot-Curie 14, 50-383 Wrocław, Room 9, first floor, on **16 March 2017, at 12.00 noon.**

Tender opening shall be public. During tender opening, the Contracting Entity shall announce the information referred to in Article 86.4 of the Public Procurement Act. Immediately after tender opening, the Contracting Entity shall place the following information on the website at <http://www.bip.uni.wroc.pl/>: the amount intended to fund the Contract; the names and addresses of suppliers that have filed tenders in the process; the prices, Contract completion deadlines, warranty against defects periods, and payment terms specified in the tenders.

13. PRICE CALCULATION METHOD

The Supplier shall specify the Contract price by indicating the total gross tender price of the fulfilment of the Contract in the tender form prepared using the model attached as Exhibit No. 2 to these Tender Specifications. The total gross tender price shall include all expenses associated with the fulfilment of the Contract in accordance with the description of the subject-matter of the Contract and the model Contract set out in these Tender Specifications. The price shall be stated and calculated rounded to two decimal places. The price shall be expressed in euros (EUR). If filed in the process is a tender that, if chosen, would cause the Contracting Entity to be liable to tax in accordance with the value-added tax regulations, the Contracting Entity shall add the value-added tax that it would be liable to in accordance with the said regulations to the price presented in that tender for the purpose of the assessment of the tender. In such a case, the Supplier shall, when filing the tender, inform the Contracting Entity that the choice of its tender shall cause the Contracting Entity to be liable to tax.

11. DESCRIPTION OF THE CRITERIA USED BY THE CONTRACTING ENTITY TO SELECT THE TENDER, INCLUDING THE WEIGHTS OF THE CRITERIA, AND THE METHOD OF TENDER EVALUATION

Tenders shall be evaluated using a scoring system in accordance with the following criteria:

Price – 60%;

Warranty Against Defects Period – 40%.

When evaluating tenders, the tender committee shall use the following formulas:

– for the Price criterion: $C = C_n / C_o \times 100 \text{ points} \times 60\%$.

where:

C = the score;

C_n = the lowest tender price (gross) among the valid tenders;

C_o = the price of the tender evaluated.

The maximum score the Supplier may gain under this criterion is 60 points.

– for the Warranty Against Defects Period criterion: $R = R_o / R_{nw} \times 100 \text{ points} \times 40\%$.

where:

R = the score;

R_o = the score awarded to the tender being evaluated for the warranty against defects period;

R_{nw} = the highest score for the warranty against defects period among the tenders being evaluated.

The maximum score the Supplier may gain under this criterion is 40 points.

– the total score of the tender being evaluated (final score): $W = C + R$.

where:

W – the final score;

C – the price score;

R – the warranty against defects period score.

Tenders shall be evaluated under the warranty against defects period criterion using the following rules:

- a tender with the warranty against defects period of 24 months or longer **–100 points;**
 - a tender with the warranty against defects period ranging from 21 to 23 months **– 90 points;**
-

- a tender with the warranty against defects period ranging from 13 to 20 months – **60 points;**
- a tender with the warranty against defects period of 12 months – **0 points.**

The tender that gains the highest final score shall be deemed the most favourable. To calculate the score, the result of each mathematical operation shall be rounded to two decimal points or more if such rounding results in a scoring difference. The Contracting Entity shall award the Contract to a supplier whose tender meets all requirements specified in the Act and in these Tender Specifications and has been found the most favourable under the above-specified selection criteria. The Contracting Entity does not envision the selection of the most favourable tender using an electronic auction under Article 91a of the Act. Acting pursuant to Article 24aa.1–2 of the Public Procurement Act, the Contracting Entity shall evaluate the tenders and then assess whether the Supplier whose tender is evaluated as the most favourable is not subject to exclusion and meets the process participation conditions. If the selected Supplier evades entering into the Contract, the Contracting Entity may check whether the supplier who submitted the highest evaluated tender among the remaining tenders is not subject to exclusion and meets the process participation conditions.

12. PERFORMANCE BOND

The Contracting Entity does not envision requiring a performance bond.

13. MODEL CONTRACT

A supply contract shall be entered into with the Supplier whose tender is found the most favourable by the Contracting Entity. Together with these Tender Specifications, the Supplier received a model agreement for the performance of the Contract from the Contracting Entity. The Contracting Entity envisions the possibility of making significant changes to the provisions of the Contract made in relation to the contents of the tender on the basis of which the Supplier was awarded the Contract and specifies the terms of such changes by making the following amendments to the Contract:

- The Contracting Entity provides for the possibility of changing the manufacturer and/or the type of the equipment to be supplied at the Supplier's request provided that the equipment to be supplied is of equivalent or better quality and at the same or a lower price and that the Supplier justifies the need for the change.

14. ADVICE ON LEGAL REMEDIES

Every supplier or any other entity who has or has had an interest in being awarded the contract and who has been or risks being harmed by the Contracting Entity's infringement of the provisions of the Public Procurement Act shall be entitled to legal remedies provided for

in Section VI of the Public Procurement Act as for processes below the amount specified in implementing provisions under Article 11.8 of the Public Procurement Act. Organizations included on the list referred to in Article 154(5) of the Public Procurement Act shall also be entitled to legal remedies against the contract notice or these Tender Specifications.

15. INFORMATION ON FORMALITIES TO BE COMPLETED AFTER THE AWARD OF CONTRACT

Individuals representing the Supplier for signing the contract shall carry documents confirming their authority to sign the contract unless such authority follows from documents enclosed with the tender. In the event of award of the Contract to Suppliers who submit a tender applying for the award of the Contract jointly, the Contracting Entity may, prior to the conclusion of the Contract, request that the agreement governing the relationship of the Suppliers. The said agreement should state the parties thereto, the purpose of their operations, the manner of their cooperation, the scope of work to be performed by each of them, joint and several liability for the fulfilment of the Contract, the duration of the consortium (including the period of the fulfilment of the Contract and the statutory and contractual warranty against defects), and exclude the termination of the consortium agreement by any member until the completion of the Contract. The Contract shall be made in accordance with the Contracting Entity's model. The provisions set out in the model Contract shall not be negotiable. If the Supplier whose tender is selected as the most favourable evades entering into the Contract, the Contracting Entity may choose the most favourable tender among the remaining tenders without their re-examination or re-evaluation unless the reasons referred to in Article 93.1 of the Public Procurement Act occur.

At Wrocław, this 3 March 2017

APPROVED

**Chemistry Faculty Dean
Prof. Anna Trzeciak, dr hab.**

The following exhibits shall be integral parts of these Tender Specifications:

Exhibit No. 1: Subject-matter of the Contract

Exhibit No. 2: Tender form

Exhibit No. 3: Representation on the absence of grounds for exclusion and on the conditions being met

Schedule 4: Model Contract

SUBJECT-MATTER OF THE CONTRACT

Item	Subject-matter of the Contract Required parameters	Quantity	Description of the equipment/subassembly tendered stating the type, manufacturer, and technical parameters
1	System dimensions enabling placing it under a standard laboratory fume hood in a space not larger than 1600 x 900 x 1300 mm (width x depth x height).	1	
2	Four independent miniaturized batch reactors: each with constant volume of 15 ml, with outer diameter less than 28 mm, constructed of stainless steel (316).		
3	Working pressure range 5-100 bar.		
4	Maximum working temperature 200°C.		
5	Magnetic stirring with speed in range 500-2000 rpm, adjusted in 100 rpm steps.		
6	The possibility of setting individual temperatures, gas pressures and mixing speeds for each reactor. Individual pressure and temperature sensors in each reactor.		
7	Reactor sealing type: O-ring seals.		
8	The reactor should not be equipped with any submerge capillaries. Processes carried out in the system will not involve liquid dosing or liquid sampling.		
9	The system should be prepared for feeding of one kind of inert gas (e.g. N ₂) and two kinds of reacting gases (e.g. H ₂ and CO).		
10	The gas filling should be realized automatically by the use of the MFC in the gas entry line, which will be switched sequentially to each reactor by using an automated valve, controlled by the computer.		
11	The stabilization of pressure in the reactor should be done by dosing gas to the reactor or releasing the pressure by a pneumatic shut off valve. The		

Item	Subject-matter of the Contract Required parameters	Quantity	Description of the equipment/subassembly tendered stating the type, manufacturer, and technical parameters
	necessary action should be carried out by the system in an automated way, controlled by the computer.		
12	Computer hardware: standard PC computer, LCD monitor, PLC (Programmable Logic Controller), connection between PLC and PC via dedicated ethernet Interface		
13	Computer software enabling: - automatic control of all components of the system - setting of pressures, temperatures, flows, etc. - recipe preparation and execution with database storage for the recipes and data - process data visualization in form of plots - export of the process data in CSV format - multi-user access to the system with individually defined permissions - external access to the system via a standard web browser		
14	System has to be manufactured with accordance to ISO 9001 quality requirements and has to be CE certified		

.....
(place, date)

.....
(stamp and signatures of individuals
authorized to assume obligations)

TENDER FORM

TENDER

in an open tender public procurement process under the Public Procurement Act of 29 January 2004 for:

the supply of an integrated system of four high-pressure reactors to the Faculty of Chemistry of the University of Wrocław; procurement process Ref. No. WCH.2420.4.2017.HS

A. SUPPLIER PARTICULARS:

Individual authorized to represent the Supplier(s) and sign the tender:

Supplier(s):

.....

.....

Address:

.....

.....

NIP (Tax No.):

Individual responsible for contacts with the Contracting Entity:

Contact details to be used to send correspondence relating to this process:

fax number:

email address:

Correspondence address (if different from the address of the registered office)

.....

B. TOTAL TENDER PRICE:

I hereby offer to fulfil the contract as defined in Exhibit No. 1 to the Tender Specifications for the following total tender price:

TOTAL GROSS TENDER PRICE (EUR):	
WARRANTY AGAINST DEFECTS PERIOD (MONTHS):	

* The total tender price shall be the Supplier's entire remuneration taking into account all expenses relating to the fulfilment of the contract in accordance with these Tender Specifications.

C. REPRESENTATIONS:

- 1) the subject-matter of the contract will be fulfilled within deadlines specified in the Tender Specifications and in the model contract;
- 2) the price in our tender takes into account all expenses relating to the fulfilment of the contract;
- 3) we have reviewed the Tender Specifications and the model contract and we do not make any objections thereto and we accept the terms set out therein;
- 4) we consider ourselves bound by this tender for a period of 30 days from the date of tender opening;

5) we declare payment terms for the fulfilled supply as 21 days from the delivery of a correctly issued invoice to the Contracting Entity;

6) the Supplier represents that it intends to subcontract the following components of the contract:
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.....;

7) under the right afforded by Article 8.3 of the Public Procurement Act, we reserve the following information:

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.....

(indicate what this information concerns)

contained in the following documents:
.....
.....
.....
.....
.....

..... as constituting business secrets in the meaning of the Unfair Competition Act.

D. UNDERTAKINGS IN THE EVENT OF THE AWARD OF THE CONTRACT:

1) we undertake to enter into the contract at the place and time set by the Contracting Entity;
2) the individual authorized to contact the Contracting Entity with regard to the performance of the contract is:

.....

email: tel./fax:

..... (Supplier's stamp) (date and the signature of Supplier's authorized representative)
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Schedule 3 to the Tender Specifications

**REPRESENTATION ON THE ABSENCE OF GROUNDS FOR EXCLUSION AND ON THE
CONDITIONS FOR PARTICIPATION THE PROCESS BEING MET**

**Joining the procurement process for the supply of a system of four high-pressure reactors to
the Faculty of Chemistry of the University of Wrocław,**

acting on behalf of the Supplier,

.....

.....

(state the full name and address of the Supplier)

I represent that I am not subject to exclusion and meet the process participation conditions.

**Pursuant to Article 24.1(12–23) of the Public Procurement Act, the Contracting Entity will
exclude the following parties from the procurement process:**

1. any supplier who has not demonstrated that the conditions for participation in the procurement process are met or has not been invited to negotiate or file preliminary or final tenders or who has not demonstrated the absence of grounds for exclusion;
2. any supplier who is a natural person and who has been convicted through a final and binding sentence of an offence:
 - a) referred to in Article 165a, Articles 181–188, Article 189a, Articles 218–221, Articles 228–230a, Article 250a, Article 258 or Articles 270–309 of the Criminal Code of 6 June 1997 (*Dziennik Ustaw* No. 88, Item 553, as amended) or Article 46 or Article 48 of the Sport Act of 25 June 2010 (*Dziennik Ustaw* 2016, Item 176);
 - b) of a terrorist nature, referred to in Article 115 § 20 of the Criminal Code of 6 June 1997;
 - c) of a fiscal nature;
 - d) referred to in Article 9 or Article 10 of the Act of 15 June 2012 on the Effects of Employing Foreigners Staying in the Republic of Poland Illegally (*Dziennik Ustaw* Item 769);
3. any supplier whose current member of its management or supervisory body, partner in a general partnership or a limited liability partnership, general partner in a limited partnership or a limited joint-stock partnership, or authorized company or partnership signatory has been convicted of an offence referred to in Item 2 above;
4. any supplier subject to a final and binding court judgment or a final administrative decision on arrears with regard to taxes, fees, or social or health insurance contributions unless the supplier has paid the taxes, fees, or social or health insurance contributions due including interest and/or fines or has made a binding agreement concerning the payment of such amounts;
5. any supplier who has wilfully or through gross negligence misled the Contracting Entity when presenting the information that the supplier is not subject to exclusion and meets the process participation conditions or selection criteria or who has failed to disclose such information or is unable to present required documents;
6. any supplier who has, due to recklessness or negligence, presented information misleading the Contracting Entity that may have a significant effect on decisions made by the Contracting Entity in the procurement process;
7. any supplier who has illegally influenced or attempted to influence the Contracting Entity's activities or to acquire confidential information that may give the supplier an advantage in the procurement process;
8. any supplier who has taken part in the preparation of the procurement process or whose employee or a person working under a contract of services, a contract for a specific piece of work, an agency contract, or another contract for the provision of services has taken part in the preparation of the procurement process unless the distortion of competition caused by that may be eliminated in a different way than by the exclusion of the supplier from participation in the

process;

9. any supplier who has entered into an agreement with other suppliers aimed at distorting competition among suppliers in a procurement process, which the Contracting Entity is able to demonstrate using relevant evidence;
10. any supplier who is a collective entity whom a court has placed under a ban on participation in public procurement processes under the Act of 28 October 2002 on the Liability of Collective Entities for Acts Prohibited Under Penalty (*Dziennik Ustaw* 2015, Items 1212, 1844, and 1855, and 2016, Item 437);
11. any supplier banned from participating in public procurement processes under a preventive measure;
12. suppliers belonging to the same group of companies in the meaning of the Competition and Consumer Protection Act of 16 February 2007 (*Dziennik Ustaw* 2015, Items 184, 1618, and 1634) who have filed separate tenders, tenders for lots, or applications for admission to participate in the tendering process unless they demonstrate that the links existing among them do not lead to a distortion of competition in the procurement process.

The supplier tendering for the contract must also meet process participation conditions concerning:

- 1) Competence or authority to carry on specific occupational activities if that is required under separate regulations.
The activities necessary to perform the Contract do not require any special authority.
- 2) Economic or financial situation.
The Contracting Entity does not specify any specific requirement in this regard.
- 3) Technical or occupational abilities.
The Contracting Entity does not specify any specific requirement in this regard.

.....

(Supplier's stamp)

.....

(date and signature of the Supplier's authorized representative)

MODEL CONTRACT

Ref. No.:

Model Contract

CONTRACT No. WCH.2420....2017.HS
for supplies

made this under the provisions of the Public Procurement Act of
29 January 2004 (*Dziennik Ustaw* 2015, Item 2164, as amended)

by and between:

University of Wrocław, Faculty of Chemistry, pl. Uniwersytecki 1, Wrocław
NIP (tax number): 896-000-54-08, represented by:

.....
hereinafter called the 'Contracting Entity',

and

the business undertaking:
registered under No. in
having its registered office at:
NIP (tax number):
represented by:

.....
hereinafter called the 'Supplier'.

§1

The Supplier was awarded this Contract in a public procurement process following an open tender public procurement process.

§2

1. The subject matter of this Contract is the supply, assembly, mounting, and commissioning of *laboratory equipment (process Ref. No.)* and the provision of training for the Faculty of Chemistry staff in operating the equipment. The technical specification of the equipment is set out in an appendix constituting an integral part of this Contract.
2. The Supplier warrants that the equipment to be supplied under this Contract is free of physical or legal defects and not subject to any third-party rights.
3. The Supplier represents that the equipment ordered contains materials that meet all the relevant European Union safety regulations (CE certification).

§3

1. The Parties agree that the contractual remuneration due for the delivery of the subject matter of this Contract as described in §2 above shall be as follows:

ex VAT:

VAT at 23%:

Inc. VAT: (in words)

2. The price of the equipment includes all expenses related to the performance of this Contract, including the costs of delivery, insurance, carrying the equipment to the location of installation, mounting, commissioning, and operation training for the staff of the Faculty of Chemistry. The equipment shall be complete, including all components, parts, and materials needed for its commissioning.

3. A change of the VAT rate during the performance of this Contract shall result in a change of the remuneration including VAT specified in §3.1 above without the need to amend this Contract.
4. The amount excluding VAT specified in Paragraph 1 above shall remain unchanged.
5. The Contracting Entity shall not make any advance payments.

§4

1. The Supplier shall:
 - a) arrange insurance for, deliver, and carry the equipment to a place on the Faculty of Chemistry premises at ul. Joliot-Curie 14, Wrocław, designated by the Contracting Entity for the installation;
 - b) assemble, mount, and commission the equipment on the Contracting Entity's Faculty of Chemistry premises at ul. Joliot-Curie 14, Wrocław, and train the Faculty of Chemistry staff to operate the equipment;
 - c) have the equipment packed as required to prevent its damage or deterioration of its quality during transport to the place of delivery.
2. This Contract shall be deemed signed on the date of receipt by the Supplier of a copy of this Contract signed by the Contracting Entity.
3. The deadline for the delivery, installation, and commissioning of the equipment is agreed to be no later than days after this Contract is signed, i.e. after
4. The handover of the equipment shall be preceded by a technical test conducted by representatives of the Supplier and the Contracting Entity. The test shall be carried out on the Contracting Entity's premises at ul. Joliot-Curie 14, Wrocław.

§5

1. The equipment shall be delivered following a notification given at least 24 hours in advance. The acceptance of the delivery shall be confirmed by an acceptance certificate signed by the authorized parties.
 2. The acceptance certificate shall specify:
 - . the date of the technical acceptance;
 - . the brand of the equipment;
 - . the serial number of the equipment;
 - . staff training details;
 - . any defects and terms of their repair;
 - . other details.
- In the event of refusal to accept the delivery of the subject matter of this Contract, in particular because of defects therein, no acceptance certificate shall be issued, but the Contracting Entity shall issue the Supplier with a signed statement detailing its objections. Acceptance of the delivery of the subject matter of this Contract in accordance with the provisions of this Contract shall not release the Supplier from its liability under the statutory or contractual warranty of quality.
3. Together with the equipment the Supplier shall deliver:
 - the operating manual for the subject-matter of this Contract in Polish or English;
 - documents defining the rules for service provision during the warranty period (warranty certificate or another, equivalent document with information on the warranty granted).
 4. The handover date shall be the date on which the equipment to be delivered is handed over, installed and commissioned by the Supplier.

§6

The Supplier provides a warranty of the highest quality of the equipment to be delivered under this Contract, in accordance with the technical specifications. The Supplier's liability under the quality warranty shall cover both defects inherent in the equipment at the moment of its acceptance by the Contracting Entity and any other physical defects resulting from causes for which the Supplier is liable, provided such defects become apparent within the term of the warranty.

§7

1. The Supplier gives the Contracting Entity a warranty against defects in the subject-matter of this Contract for a term of months. The warranty shall cover the replacement of all non-expendable parts, labour, and travel of maintenance staff. The term of the warranty shall run from the day immediately following the date of acceptance of the subject matter of this Contract.
2. Response to a report of a defect (a maintenance staff technician reporting at the end user's location and undertaking to immediately remove the failure) shall take place within no longer than five business days after the report of the defect.
3. A warranty repair shall be performed within 14 days of the day on which the relevant defect is reported (by fax or email). In the event of a defect requiring that a faulty component be set back to the manufacturer, a warranty repair shall last no longer than 30 days.
4. If for technical reasons a warranty repair cannot be made on the Contracting Entity's premises, the Supplier shall at its own cost collect the equipment and return it to the Contracting Entity's premises after the repair has been made.
5. The warranty term shall be extended by the period taken to repair the equipment.
6. Replacement of the equipment with new equipment may be requested if there have been two repairs of the same component under the warranty.
7. Should the Supplier fail, after being requested to replace the equipment or to repair a defect therein, to replace or repair the equipment within 30 days, the Contracting Entity may repair the defect at the Supplier's cost and risk, retaining the other rights under this Contract.
8. The warranty rights shall be forfeited if the equipment is operated incorrectly or repaired by an unauthorized party.
9. Warranty services shall be provided free of charge by:

§8

1. The Contracting Entity shall pay the Supplier in consideration of the subject matter of this Contract, as described in §2 above, a gross amount of, by bank transfer to the Supplier's bank account designated on the invoice issued after this Contract is fulfilled, within 21 days after the receipt of the invoice.
2. The invoice shall be issued by the Supplier on the basis of the acceptance certificate signed by the Parties and approved by an authorized representative of the Contracting Entity.
3. The Supplier may not assign its receivables hereunder to any third party without the Contracting Entity's written consent.
4. The Supplier may not delegate rights or duties hereunder to any third party without the Contracting Entity's written consent.

§9

1. Should the Supplier fail to meet the deadline for the performance of this Contract, the Contracting Entity shall be entitled to liquidated damages amounting to 0.1% of the total gross value of this Contract for each day of delay and, if the delay exceeds 14 days, to 0.4% for each day of delay. If the delay lasts over 30 days, the Contracting Entity may terminate this Contract with immediate effect or withdraw therefrom for reasons attributable to the Supplier.
 2. For any delay in repairing a defect found during the acceptance procedure or during the term of the quality guarantee and warranty against defects, the Supplier shall pay the Contracting Entity 0.1% of the total gross value of this Contract for each day of delay from the day of expiry of the time limit for repairing the defect. If the delay lasts over 30 days, the Contracting Entity may withdraw from this Contract or terminate it with immediate effect for reasons attributable to the Supplier.
 3. If the Contracting Entity terminates this Contract or withdraws therefrom for reasons for which the Supplier is responsible or if the Supplier terminates this Contract or withdraws therefrom for reasons beyond the Contracting Entity's control, the Supplier shall pay the
-

Contracting Entity liquidated damages amounting to 30% of the total gross value of this Contract.

4. The Contracting Entity may seek compensation in excess of the agreed liquidated damages.

5. The Contracting Entity reserves the right to set off any liquidated damages due to it against its liabilities to the Supplier for the performance of this Contract.

§10

1. The Parties shall not be liable for non-performance or inadequate performance of this Contract if such failure results from a *force majeure* event.

2. The running of the time limit for the performance of this Contract shall be suspended for the duration of the *force majeure* event and shall resume to run after its termination.

3. *Force majeure* shall be interpreted by the Parties as external circumstances which, despite the exercise of due care and the taking of all reasonable measures, cannot be foreseen, prevented, or effectively overcome by the Parties.

§11

The Supplier shall inform the Contracting Entity about any change to the legal form of its business, the institution of bankruptcy or composition proceedings or any change to the address of its registered office or the home addresses of the business owners during the term of this Contract or the term of the statutory or contractual warranty and as long as any settlements related to this Contract remain outstanding, failing which any correspondence sent to the last address given by the Supplier shall be deemed delivered.

§12

All matters not regulated in this Contract shall be governed by the Civil Code and the Public Procurement Act.

§13

All disputes arising from or in connection with this Contract which cannot be resolved amicably shall be settled by courts of law having territorial jurisdiction over the Contracting Entity's seat.

§14

1. This Contract shall be binding on both Parties.

2. All changes to this Contract shall be made in the form of a written amendment, subject to Article 144 of the Public Procurement Act. The Contracting Entity foresees the possibility of changing significant provisions of this Contract in relation to the contents of the tender on the basis of which the Supplier was awarded this Contract and specifies the terms of such changes:

- The Contracting Entity provides for the possibility of changing the manufacturer and/or the type of the equipment to be supplied at the Supplier's request provided that the equipment to be supplied is of equivalent or better quality and at the same or a lower price and that the Supplier justifies the need for the change.

3. The termination of or withdrawal from this Contract shall not be valid unless made in written form.

4. This Contract shall be governed by the laws of the Republic of Poland.

5. This Contract has been made in three copies:

one copy for the Supplier,

two copies the Contracting Entity.

This Contract was drawn up by Hanna Skomowicz.

To be paid:

CONTRACTING ENTITY

SUPPLIER
