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Kraków, on 13.04.2026

**TENDER SIGNIFICANT TERMS AND CONDITIONS**  
**hereinafter referred to as the TSTC**

**Chapter I – Name (company) and address of the Ordering Party**

1. Uniwersytet Jagielloński, ul. Gołębia 24, 31-007 Kraków.
2. Unit handling the case:
  - 2.1 PUBLIC PROCUREMENT DEPARTMENT, ul. Straszewskiego 25/3 i 4, 31-113 Kraków,  
phone no.: +4812 663-39-03;  
Office hours: Monday to Friday, 7:30 a.m. to 3:30 p.m., excluding public holidays;
  - 2.2 Website (URL): <https://www.uj.edu.pl>; <https://przetargi.uj.edu.pl>
  - 2.3 commercial tool for conducting proceedings: <https://platformazakupowa.pl>
  - 2.4 website address of the procedure, where amendments and clarifications to the TSTC and other procurement documents directly related to the procedure will be made available (buyer profile address – commercial tool):  
<https://platformazakupowa.pl/transakcja/1293143>

**Chapter II – Agreement award procedure**

1. The procedure is conducted in the basic mode without the possibility of negotiation, pursuant to Article 275(1) of the Act of 11 September 2019 – Public Procurement Law (i.e. Journal of Laws of 2024, item 1320, as amended), hereinafter referred to as the “PPL”, and in accordance with the requirements set out in these TSTC.
2. The activities undertaken by the ordering party and contractors in the procurement procedure for the contract in question are governed by the provisions of the aforementioned Public Procurement Law and the implementing acts issued on its basis, and in matters not regulated by these provisions, by the provisions of the Act of 23 April 1964 – Civil Code (i.e.: Journal of Laws of 2025, item 1071, as amended).
3. The procedure is conducted by a tender committee appointed to conduct this public procurement procedure.

**Chapter III – Description of the subject of the contract**

1. The subject of the procurement procedure and the contract is:

**For Part 1 of the contract:**

The subject of the contract is the supply of a set of power supply and control modules for an SPM (Scanning Probe Microscopy) microscope for the Faculty of Physics, Astronomy and Applied Computer Science at the Jagiellonian University, located at ul. Łojasiewicza 11, Kraków (30-348). The subject of the contract must include all required components and allow for adaptation to the Contracting Authority's equipment, i.e. the Omicron LT AFM/STM UHV (Low Temperature Atomic Force Microscope / Scanning Tunneling Microscope Ultra High Vacuum) version 2.1 model 062 and the Nanonis BP4 controller (consisting of RC4 (0746), SC4 (1668)) together with the OC4 (2350) system. The power supply and control unit may be implemented as a set of independent modules or as an integrated system of modules with equivalent functionality.

**For Part 2 of the contract:**

The subject of the contract is the supply of a control system for an SPM (Scanning Probe Microscopy) microscope, including software, for the Faculty of Physics, Astronomy, and Applied Computer Science at Jagiellonian University, located at ul. Łojasiewicza 11 in Kraków (30-348). The subject of the contract must include all required components and allow for the replacement of the control system currently owned by the Ordering Party, namely the NANONIS RC4 (0357), SC4 (1668), and OC4 (2350). The subject of the contract may be implemented as a set of independent modules or as an integrated system of modules with equivalent functionality.

2. A detailed description of the subject of the contract, indicating the required minimum technical, functional, performance and quantitative parameters, is contained in Appendix A to the TSTC.
3. **General requirements:**
  - 4.1 The contractor must offer the subject of the contract in accordance with the requirements of the ordering party specified in the TSTC and the appendices thereto, with the proviso that the contractor is required to provide in Appendix 2 to the bid form /CONTENT OF THE BID/ the model, name (company) of the manufacturer of the offered equipment, the number of items, and submit the relevant evidence referred to below together with the bid;
  - 4.2 the contractor must ensure that the contract is performed within the time limit specified in Chapter V;
  - 4.3 the contractor must submit a cost estimate for the bid, prepared in accordance with the Terms of Reference, taking into account, in particular, the costs of transportation, insurance, and delivery of the equipment to the Ordering Party – the Department of Physics, Astronomy, and Applied Computer Science at Jagiellonian University, ul. Łojasiewicza 11, 30-348 Kraków
  - 4.4 the contractor must ensure the deadline, method and terms of payment referred to in the draft provisions of the Agreement (Agreement template);
  - 4.5 the contractor must offer a warranty and service response time at least at the minimum level specified in Appendix A to the TSTC and in the draft provisions of the Agreement (in the model Agreement);
  - 4.6 the terms of service and warranty (guarantee) are also specified in the draft provisions of the Agreement (in the model Agreement).
4. Submission of equivalent bids – the subject of the contract has been described in a precise and comprehensible manner, without indicating trademarks, patents or origin, source or specific process that characterises the products supplied by a particular contractor.
  - 5.1 The eventual indication in Annex A to the TSTC of proper names, trademarks, patents or places of origin of the subject of the contract describes only the preferred quality and level of technical and/or functional and utility parameters that the ordering party is interested in. Therefore, it is clearly emphasised that the above-mentioned names, trademarks, patents or places of origin are accompanied by the words ‘or equivalent’.
  - 5.2 The term ‘equivalence’ means offering equipment that has:
    - 5.2.1 at least the same characteristics (i.e., functional and performance characteristics) as those specified in Appendix A to the TSTC and
    - 5.2.2 technical parameters at least at the level specified by the ordering party (in this respect, the ordering party also accepts solutions that are better than those described by it, in particular those resulting from the modernisation of the production line).
  - 5.3 Each contractor submitting an equivalent bid is required to demonstrate in the content of their bid that the subject of the contract they are offering meets the requirements and technical, functional and performance parameters specified in the TSTC, or provides for solutions that are better than those described.
5. The order is placed as part of the following Projects:
  - 6.1 National Science Centre – OPUS 18: “Advancing surface synthesis through the use of atomic and molecular gaseous reagents” (Grant No. 2019/35/B/ST5/02666) regarding part 1 of the contract

- 6.2 National Science Centre – OPUS 24: “Design of multiple linking groups as a strategy for controlling the stability and conductivity of organic monolayers on metals” (Grant No. 022/47/B/ST5/01435) regarding part 2 of the contract
  - 6.3 National Science Centre – M-ERA.NET 3: “Stabilization of lithium-metal anodes using porphyrin-based electrolyte additives” (Grant No. 2022/04/Y/ST5/00156, under part 2 of the contract).
  - 6.4 National Science Centre – SONATA 20 “Integration of organic nanostructures and low-dimensional devices compatible with scanning tunnelling microscopy”; (grant no. 2024/55/D/ST3/01489) under part 2 of the contract.
6. Description of the subject of the contract in accordance with the nomenclature of the Common Procurement Vocabulary (CPV):
- For part 1 of the contract:
- 38500000-0 Control and testing apparatus,
  - 38514200-3 Scanning probe microscopes,
- For part 2 of the contract:
- 38500000-0 Control and testing apparatus,
  - 38514200-3 Scanning probe microscopes,
  - 48000000-8 Software packages and information systems,

#### **Chapter IV – Relevant evidence (to be submitted with the bid) for all parts of the contract**

1. The Ordering Party requires that the following evidence be submitted along with the bid, namely:
  - 1.1 technical specifications prepared by the manufacturer and/or printouts from the manufacturer’s websites, or catalogues of the manufacturers of the offered equipment, allowing for an assessment of the compliance of the offered equipment and its parameters with the requirements of the TSTC; and, with respect to parameters not covered by the aforementioned evidence, a statement from the contractor. The evidence in question does not need to specify the warranty period. The Contractor shall specify the warranty period on the bid form in accordance with the provisions of the TSTC. The Ordering Party requires that, if the bid includes the aforementioned documents containing information on various models, types, configurations, and categories of equipment, the Contractor must clearly and unambiguously specify in these materials which item or, among the available options, which options the materials pertain to. The Ordering Party permits the submission of the above-mentioned documents confirming compliance with the relevant conditions in English. If the solutions proposed by the contractor meet the requirements specified in the description of the subject of the contract to an equivalent degree, the contractor must prove in the bid, in particular by means of the evidence in question, that the supplies offered meet the requirements, characteristics or criteria specified by the ordering party.
2. If the contractor has not submitted the relevant evidence or if the evidence submitted is incomplete, the ordering party will request that it be submitted or supplemented within a specified period of time, which may not be less than two (2) working days. The above does not apply to evidence that must be submitted with the bid to confirm equivalence.
3. The provision of paragraph 3 does not apply if the evidence in question serves to confirm compliance with the characteristics or criteria specified in the description of the bid evaluation criteria or if, despite the submission of the evidence in question, the bid is subject to rejection or there are grounds for invalidating the procedure.
4. The ordering party may request contractors to provide explanations regarding the content of the evidence in question.

#### **Chapter V – Contract performance deadline**

1. The subject of the contract (i.e., all activities covered by it, such as transportation and delivery) must be completed by:

***For Part 1 of the contract:***

4 months from the date the contract was awarded, i.e., the date the Agreement was entered into.

***For Part 2 of the contract:***

10 months from the date the contract was awarded, i.e., the date the Agreement was entered into.

2. The Contractor will ensure readiness to perform the contract on the date of conclusion of the Agreement.
3. The Ordering Party allows for the possibility of earlier performance.

**Chapter VI – Description of the eligibility requirements for participation in the procurement procedure for all parts of the contract**

1. Capacity to engage in economic activity – the ordering party does not set any conditions in this regard;
2. Authorisation to pursue a specific economic or professional activity, if required by separate regulations – the ordering party does not set any conditions in this regard;
3. Economic or financial standing – the ordering party does not set any conditions in this regard;
4. Technical or professional capacity – the ordering party does not set any conditions in this regard.

**Chapter VII – Grounds for exclusion of contractors for all parts of the contract**

1. The ordering party will exclude a contractor in the event of circumstances provided for in the provisions of:
  - 1.1. Article 108.1 of the PPL, subject to Article 110.2, i.e.
    - 1.1.1 are natural persons who have been validly convicted of the following crimes:
      - a) participation in an organised criminal group or association for the purpose of committing a crime or fiscal offence referred to in Article 258 of the Criminal Code,
      - b) human trafficking referred to in Article 189a of the Criminal Code,
      - c) referred to in Articles 228-230a, 250a of the Penal Code or in Articles 46-48 of the Law of June 25, 2010 on Sports (i.e. Dz. U. of 2024, Item 1488, as amended)  
or in Article 54(1–4) of the Act of 12 May 2011 on the reimbursement of medicines, foodstuffs for special nutritional purposes and medical devices (Dz. U. [Journal of Laws] of 2024, item 930),
      - d) financing of terrorist offences referred to in Article 165a of the Criminal Code, or the offence of preventing or hindering the determination of the criminal origin of money or concealing its origin, referred to in Article 299 of the Criminal Code,
      - e) of a terrorist nature, referred to in Article 115 § 20 of the Criminal Code, or aimed at committing this kind of offence,
      - f) entrusting work to a minor foreigner, as referred to in Article 9(2) of the Law of June 15, 2012 on the impact of entrusting work to foreigners residing in the territory of the Republic of Poland in violation of the law (Dz. U. [Journal of Laws] of 2021, item 1745),
      - g) against economic turnover as referred to in Article 296-307 of the Penal Code, a crime of fraud as referred to in Article 286 of the Penal Code, a crime against the credibility of documents as referred to in Article 270-277d of the Penal Code, or a fiscal crime,
      - h) referred to in Article 9 (1) and (3) or Article 10 of the Law of June 15, 2012 on Impact of Entrusting Work to Foreigners Residing Against the Law on the Territory of the Republic of Poland  
– or for a corresponding prohibited act specified in foreign law;

- 1.1.2 if a member of its management or supervisory body, a partner in a general partnership or limited partnership, or a general partner in a limited partnership or joint-stock limited partnership, or a proxy has been convicted of an offence referred to in point 1;
  - 1.1.3 against whom a final court judgment or final administrative decision has been issued for arrears in the payment of taxes, fees or social security or health insurance contributions, unless the contractor has paid the taxes due before the deadline for submitting applications for admission to the procedure or before the deadline for submitting bids, social security or health insurance contributions, together with interest or fines, or has entered into a binding agreement on the repayment of these amounts;
  - 1.1.4 against whom a final court ruling has been issued prohibiting them from applying for public contracts;
  - 1.1.5 if the ordering party can determine, on the basis of reliable evidence, that the contractor has entered into an agreement with other contractors with the aim of distorting competition, in particular if, belonging to the same capital group within the meaning of the Act of 16 February 2007 on competition and consumer protection, they have submitted separate bids, partial bids or requests to participate in the procedure, unless they can prove that they have prepared these bids or requests independently of each other;
  - 1.1.6 if, in the cases referred to in Article 85(1), there has been a distortion of competition resulting from the prior involvement of that contractor or entity belonging to the same capital group as the contractor within the meaning of the Act of 16 February 2007 on competition and consumer protection, unless the resulting distortion of competition can be eliminated by means other than excluding the contractor from participation in the procurement procedure.
- The contractor will not be excluded in the circumstances specified in Article 108(1)(1), (2) and (5) or Article 109(1)(2) to (5) and (7) to (10), if it proves to the ordering party that it has fulfilled all the conditions referred to in Article 110(2) of the Public Procurement Law.
- 1.2. Article 7 (1) of the Law of April 13, 2022 on special solutions to prevent support for aggression against Ukraine and to protect national security (i.e. Dz.U. [Journal of Laws] of 2025, item 514, as amended) hereinafter: the PPL).
  2. Pursuant to the content of Article 109 (1) of the Public Procurement Law, the ordering party will exclude the following contractor from the proceedings:
    - 2.1 who has failed to comply with its obligations relating to the payment of taxes, fees or social security or health insurance contributions, except in the case referred to in Article 108(1)(3), unless the contractor has, before the deadline for submitting applications for admission to the procedure or before the deadline for submitting bids, paid the taxes, social security or health insurance contributions, together with interest or fines, or has entered into a binding agreement to repay these amounts (Article 109 (1) (1));
    - 2.2 who has been put into liquidation, has been declared bankrupt, has its assets managed by a liquidator or court, has entered into an arrangement with creditors, has its business activities suspended or is in any other similar situation resulting from a similar procedure provided for in the laws of the place where the procedure was initiated (Article 109 (1) (4));
    - 2.3 who has culpably committed a serious breach of professional obligations, which calls into question his integrity, in particular where the contractor, as a result of deliberate action or gross negligence, has failed to perform or has performed the contract improperly, which the ordering party is able to demonstrate by means of appropriate evidence (Article 109 (1) (5));
    - 2.4 who, for reasons attributable to them, has significantly or to a considerable extent failed to perform or improperly performed or has persistently improperly performed a material obligation under a previous public procurement contract or concession contract, which has led to the termination or withdrawal from the contract, compensation, substitute performance or exercise of rights under the warranty for defects (Article 109 (1) (7));
    - 2.5 who, as a result of deliberate action or gross negligence, misled the ordering party by

- presenting information that he is not subject to exclusion, meets the conditions for participation in the procedure or the selection criteria, which could have had a significant impact on the decisions taken by the ordering party in the procurement procedure, or who has concealed this information or is unable to provide the required evidence (Article 109 (1) (8));
- 2.6 who unlawfully influenced or attempted to influence the ordering party's activities or attempted to obtain or obtained confidential information that could give him an advantage in the procurement procedure (Article 109 (1) (9));
- 2.7 who, as a result of recklessness or negligence, provided misleading information which could have had a significant impact on the decisions taken by the ordering party in the procurement procedure (Article 109 (1) (10)).
3. In the cases referred to in paragraphs 2.1 to 2.4 of this chapter, the ordering party may not exclude a contractor if the exclusion would be manifestly disproportionate, in particular where the amount of outstanding taxes or social security contributions is insignificant or the economic or financial situation of the contractor referred to in paragraph 2.2 above is sufficient to perform the contract.

#### **Chapter VIII – List of statements and documents to be provided by contractors in order to confirm that they meet the conditions for participation in the procedure and that there are no grounds for exclusion**

1. Obligatory statements to be submitted with the bid:
  - 1.1 in order to confirm that there are no grounds for exclusion referred to in Chapter VII of these TSTC, the contractor must attach to the tender a statement of non-exclusion, in accordance with the template in Appendix 1 to the bid form;
  - 1.2 a contractor who intends to subcontract part of the contract will, in order to demonstrate that there are no grounds for their exclusion, submit the statement referred to in paragraph 1.1 above in the part concerning subcontractors;
  - 1.3 In the case of joint bidding for a contract by contractors, the statement referred to in paragraph 1.1 above will be submitted by each contractor.
2. Additional obligatory statements to be submitted with the tender:
  - 2.1 contractors jointly applying for the contract must attach to their tender a statement indicating which deliveries will be performed by each contractor.
3. Documents and statements submitted by the contractor at the request of the ordering party – applies to the contractor with the highest score in the ranking.  
*Not applicable.*
4. If the contractor has not submitted a statement of non-exclusion or fulfilment of the conditions for participation in the procedure, subjective evidence, other documents or statements submitted in the procedure, or if they are incomplete or contain errors, the ordering party will request the contractor to submit, correct or supplement them within a specified period of not less than two (2) working days, unless the contractor's bid is subject to rejection regardless of their submission, supplementation or correction, or there are grounds for invalidating the procedure.

#### **Chapter IX – Information on the manner of communication between the ordering party and contractors and the submission of statements and documents, together with an indication of the persons authorised to contact the contractors**

1. General information.
  - 1.1 The public procurement procedure is conducted with the use of the commercial tool <https://platformazakupowa.pl> – buyer profile address: [https://platformazakupowa.pl/pn/uj\\_edu](https://platformazakupowa.pl/pn/uj_edu)
  - 1.2 By participating in this public procurement procedure, the contractor:
    - 1.2.1 accepts the terms and conditions of use of <https://platformazakupowa.pl> set out in the regulations posted in the 'Regulations' tab and considers them binding;
    - 1.2.2 will become familiar with the instructions for using <https://platformazakupowa.pl>, in particular with the rules for logging in, submitting requests for clarification of the content of the TSTC, submitting bids and performing other activities in this

procedure using <https://platformazakupowa.pl> available at <https://platformazakupowa.pl> – the link can be found below: <https://drive.google.com/file/d/1Kd1DttbBeiNWt4q4sIS4t76lZVKPbkyD/view> or in the tab: <https://platformazakupowa.pl/strona/45-instrukcje> and that they will abide by them.

- 1.3 The technical and organisational requirements for submitting bids, sending and receiving electronic documents, digital copies of paper documents, statements and information provided using them are described at <https://platformazakupowa.pl>, in the regulations posted in the ‘Regulations’ tab and in the instructions for submitting bids (links in paragraph 1.2.2 above).
- 1.4 File size:
  - 1.4.1 for tenders – maximum number of files is 10, each 150 MB;
  - 1.4.2 for communication – message to the ordering party max. 500 MB;
- 1.5 Communication between the ordering party and contractors takes place exclusively with the use of the commercial tool <https://platformazakupowa.pl> – buyer profile address: [https://platformazakupowa.pl/pn/uj\\_edu](https://platformazakupowa.pl/pn/uj_edu)
  - 1.5.1 In order to shorten the time needed to respond to questions, communication between the ordering party and contractors regarding:
    - a. sending questions to the ordering party regarding the content of the TSTC;
    - b. sending responses to the ordering party's request to submit means of evidence;
    - c. sending responses to the ordering party's request to submit/correct/supplement the statement referred to in Article 125(1), subjective evidence, other documents or statements submitted in the proceedings;
    - d. sending responses to the ordering party's request to provide explanations regarding the content of the statement referred to in Article 125(1) or the means of evidence submitted or other documents or statements submitted in the proceedings;
    - e. sending responses to the ordering party's request to provide explanations regarding the content of the means of evidence in question;
    - f. sending responses to other requests from the ordering party resulting from the Public Procurement Law;
    - g. sending requests, information and statements from the contractor;
    - h. sending appeals/otheris done via <https://platformazakupowa.pl> and the form: ‘Send a message to the ordering party’.  
The date of submission (receipt) of statements, requests, notifications and information will be the date on which they are sent via <https://platformazakupowa.pl> by clicking the button: ‘Send message to the ordering party’, after which a message will appear stating that the message has been sent to the ordering party.
  - 1.5.2 The ordering party will provide contractors with information via <https://platformazakupowa.pl>. Information regarding answers to questions, changes to specifications, changes to the deadline for submission and opening of tenders will be posted by the ordering party on the platform in the following section: Announcements Correspondence which, in accordance with applicable regulations, is addressed to a specific contractor, will be forwarded via <https://platformazakupowa.pl> to the specific contractor.
  - 1.5.3 As a professional entity, the contractor is expected to check messages and notifications sent by the ordering party directly at <https://platformazakupowa.pl> as the notification system may fail or the notification may end up in the SPAM folder.



- 1.5.4 The Ordering Party, in accordance with the regulation of the Prime Minister of December 30, 2020 on the manner of preparation and transmission of information and technical requirements for electronic documents and means of electronic communication in procurement or competition proceedings (Dz. U. [Journal of Laws] of 2020, item 2452) sets forth the necessary hardware and software requirements for working on <https://platformazakupowa.pl>, i.e.:
  - a. permanent access to the Internet with a guaranteed bandwidth of at least 512 kb/s;
  - b. a PC or MAC computer with the following configuration: min. 2 GB RAM, Intel IV 2 GHZ processor or newer, one of the following operating systems: MS Windows 7, Mac Os x 10 4, Linux, or newer versions;
  - c. any web browser other than Internet Explorer installed;
  - d. JavaScript enabled,
  - e. Adobe Acrobat Reader or another programme supporting the .pdf file format installed.
- 1.5.5 Encryption on <https://platformazakupowa.pl> is performed using the TLS 1.3 protocol.
- 1.5.6 The time of data receipt by the purchasing platform is indicated by the date and exact time (hh:mm:ss) generated according to the local time of the server synchronised with the clock of the Central Office of Measures.
- 1.6 The method of preparing and transmitting electronic documents and digital copies of paper documents must comply with the requirements set forth in the Regulation of the Prime Minister of December 30, 2020 on the manner of preparation and transmission of information and technical requirements for electronic documents and means of electronic communication in procurement or competition proceedings (i.e.: Dz. U. [Journal of Laws] of 2020, Item 2452, as amended) and the Regulation of the Minister of Development, Labor and Technology, dated December 23, 2020, on Subjective Means of Proof and Other Documents or Statements That the Principal May Demand from the Contractor (Dz. Dz. U. [Journal of Laws] of 2020, Item 2415, as amended), i.e.:
  - a. documents or statements, including the tender, will be submitted in original form in electronic form using a qualified electronic signature or in electronic form bearing a trusted signature or personal signature;
  - b. In the case of submitting a qualified signature and using the XAdES external signature format, the ordering party requires the attachment of an appropriate number of files, i.e. signed files with data and signature files in XAdES format. ***A tender submitted without the appropriate electronic signature will be rejected pursuant to Article 226 (1) (3) of the Public Procurement Law, due to non-compliance with Article 63 of that law;***
  - c. documents issued in electronic form will be forwarded as electronic documents, ensuring that the ordering party can verify the signatures;
  - d. if the original document, statement or other documents submitted in the procurement procedure have not been drawn up in the form of an electronic document, the contractor will draw up and submit a digital copy of the document or statement in paper form, affixing a qualified electronic signature, trusted signature or personal signature, which is equivalent to certifying the submitted documents or statements as true copies of the original;
  - e. in the case of the contractor providing a digital copy of a paper document, affixing a qualified electronic signature, trusted signature or personal signature by the contractor or, respectively, by the entity on whose capacity or situation the contractor relies on the terms specified in Article 118 of the Public Procurement Law, or by the subcontractor, will be equivalent to certification of conformity with the original.
  - f. Certification of conformity with the original will be carried out, respectively, by the contractor, the entity on whose capacity or situation the contractor relies,



- contractors jointly applying for a public contract or a subcontractor, in respect of documents relating to each of them (with regard to powers of attorney – in accordance with the rule described in Chapter XII(7) of these TSTC).
2. The manner of communication between the ordering party and contractors regarding the effective submission of bids.
    - 2.1 The bid must be prepared in electronic form in a data format compliant with the Regulation of the Council of Ministers of 21 May 2024 on the National Interoperability Framework, minimum requirements for public registers and exchange of information in electronic form, and minimum requirements for ICT systems (Journal of Laws of 2024, item 773) and signed with a qualified electronic signature, a trusted signature or a personal signature. The following formats are recommended: .pdf, .doc., .xls, .xlsx, .jpg (.jpeg) with particular emphasis on .pdf. For possible data compression, it is recommended to use the following formats: .zip, 7Z, .rar, .gif, .bmp. **The ordering party does not accept files in the following formats: .numbers, .pages. Documents submitted in such files will be considered invalid.**
    - 2.2 The contractor submits the offer via <https://platformazakupowa.pl> – buyer profile address <https://platformazakupowa.pl/pn/uj.edu>, in accordance with the regulations referred to in paragraph 1 of this chapter. The ordering party will not be liable for bids submitted in a manner inconsistent with the instructions for using <https://platformazakupowa.pl>, in particular for situations where the ordering party becomes familiar with the content of the bid before the deadline for submitting bids (e.g. submission of a bid in the ‘Send a message to the ordering party’ tab). Such a bid will be considered by the ordering party as a commercial bid and will not be taken into account in the proceedings in question because the obligation imposed in Article 221 of the Public Procurement Law has not been fulfilled.
    - 2.3 The method of encrypting the bid is described in the instructions for submitting bids (links in paragraph 1.2.2 above). **The ordering party stipulates that the bid must be encrypted using the tool built into the purchasing platform.**
    - 2.4 After the deadline for submitting bids, the contractor may not effectively change or withdraw a previously submitted bid.
  3. The person authorized to communicate with contractors regarding formal and legal matters is **Katarzyna Jasińska, phone No.: +4812 663-39-52.**

## Chapter X – Requirements concerning the bid bond

1. The ordering party does not require a bid bond.

## Chapter XI – Bid validity period

1. The Contractor shall be bound by the submitted bid from the day following the deadline for submission of bids (inclusive) until **3.06.2026**.
2. If the most advantageous tender is not selected before the expiry of the tender validity period specified in the TSTC, the ordering party will, before the expiry of the tender validity period, request the contractors once to agree to extend this period by a period specified by the ordering party, not exceeding 30 days.
3. The extension of the bid validity period referred to in paragraph 2 will require the contractor to submit a written statement of consent to the extension of the bid validity period.

## Chapter XII – Instructions for preparing bids for all parts of the contract

1. Each contractor may submit only one bid for the entire subject of the contract.
2. The tender is to be composed of the form and manner described in Chapter IX of these TSTC.
3. It is permissible for two or more entities jointly applying for a public contract to submit a tender on the terms described in Article 58 of the Public Procurement Law.
4. The tender must be drawn up in Polish and/or English.
5. The tender, together with all its attachments, must be signed by the person(s) authorised to represent the contractor, in accordance with the entry in the National Court Register, the Central Register and Information on Economic Activity or another relevant register. The contractor should attach the National Court Register or CEiDG entry to the tender, unless the ordering party

- can obtain it from free and publicly available databases and the contractor has provided details enabling access to these documents in the tender. If a person whose authorisation is not evident from the above-mentioned documents acts on behalf of the contractor, the contractor is required to submit a power of attorney or other document confirming the authorisation to represent the contractor together with the tender.
6. In the case of a tender submitted by contractors jointly applying for the contract or in a situation where the contractor is represented by an authorised representative, a power of attorney must be attached to the tender. The power of attorney must be accompanied by a document confirming the possibility of granting the power of attorney.
  7. The power of attorney will be submitted in electronic form, bearing a qualified electronic signature, a trusted signature or a personal signature. A power of attorney drawn up as a paper document and bearing a handwritten signature shall be transferred as a digital representation of that document, bearing a qualified electronic signature, trusted signature or a personal signature, certifying the compliance of the digital representation with the paper document, whereas the certification shall be performed by the Contracting Authority or a notary, pursuant to article 97 § 2 of the act of 14 February 1991. - Notary Public Law (i.e. Dz. U. [Journal of Laws] 2024, Item 1001, as amended).
  8. The tender, together with its integral appendices, must be prepared by the contractor in accordance with the provisions of this TSTC and its appendices, and in particular must include:
    - 8.1 the bid form with appendices, including:
      - 8.1.1 a statement of non-exclusion in relation to the contractor/subcontractor, as applicable;
      - 8.1.2 a calculation of the bid price, taking into account the requirements and provisions of the TSTC;
      - 8.1.3 a power of attorney (in accordance with paragraphs 5-7 above) or another document confirming the authority to represent the contractor;
      - 8.1.4 a list of subcontractors;
      - 8.1.5 relevant evidence, in accordance with the provisions of chapter IV;
      - 8.1.6 the National Court Register (KRS) or the Central Registration and Information on Business (CEiDG) – unless the data has been entered into publicly available databases;
      - 8.1.7 documents or statements confirming that the equipment offered and covered by the subject of the contract is subject to a VAT rate other than 23% (i.e. 8%) – if applicable.
  9. If the contractor reserves the right not to disclose to other participants in the proceedings information constituting a trade secret within the meaning of the provisions on combating unfair competition, it will submit a relevant statement in the content of the offer, including a list of restricted documents together with the reasons for their confidentiality. Documents marked with the clause ‘Confidential document’ should be attached together with the above-mentioned statement in **a separate file**. The contractor may not reserve the information referred to in Article 222 (5) of the Public Procurement Law.
  10. All costs related to the preparation and submission of the tender will be borne by the contractor.

### Chapter XIII – Place and date of submission and opening of tenders

1. Bids must be submitted **by 5.05.2026**, by 9:00 a.m., in accordance with the rules set forth in Chapter IX, paragraphs 2-3 of the TSTC.
2. The contractor may withdraw the bid before the deadline for submission of bids in accordance with the regulations at <https://platformazakupowa.pl>. The procedure for withdrawing a bid is set out in the instructions available at: <https://platformazakupowa.pl/strona/45-instrukcje>. Bids may not be withdrawn after the deadline for submission of bids.
3. The ordering party will reject any bid submitted after the deadline for submission of bids.
4. Bids will be opened **on 5.05.2026**, at 9:15 a.m. via <https://platformazakupowa.pl>
5. In the event of a change in the deadline for submitting bids, the ordering party will post information about its extension on <https://platformazakupowa.pl> – buyer profile address –

- [https://platformazakupowa.pl/pn/uj\\_edu](https://platformazakupowa.pl/pn/uj_edu), in the tab appropriate for the proceedings, in the ‘Announcements’ section.
6. In the event of a failure of the ICT system resulting in the inability to open tenders within the time limit specified by the ordering party, the bids will be opened immediately after the failure has been rectified.
  7. No later than before the opening of bids, the ordering party will post on <https://platformazakupowa.pl> – buyer profile address – [https://platformazakupowa.pl/pn/uj\\_edu](https://platformazakupowa.pl/pn/uj_edu), in the tab appropriate for the proceedings, in the ‘Announcements’ section, information about the amount it intends to allocate to finance the contract.
  8. Immediately after opening the bids, the ordering party will post the following information on the website dedicated to the proceedings:
    - 8.1 the names or first and last names and registered offices or places of business or places of residence of the contractors whose bids have been opened;
    - 8.2 the prices or costs included in the bids.
  9. The ordering party does not plan to hold a public bid opening session with the participation of contractors, nor to broadcast the opening session via electronic online video transmission tools.

#### **Chapter XIV – Description of the method for calculating the price for all parts of the contract**

1. The contractor must present, in the form of an individual price calculation, expressed in euros (EUR) or Polish zlotys (PLN), the total price for the performance of the entire subject of the contract, taking into account the unit prices of the items specified in Appendix 2 to the bid form.
2. The contractor must present, in the form of an individual price calculation, expressed in euros (EUR) or Polish zlotys (PLN), the total price for the performance of the entire subject of the contract, taking into account the unit prices of the items specified in Appendix 2 to the bid form.
3. The total price for the performance of the entire subject of the contract must include all costs related to the proper performance of the subject of the contract [i.e. in particular the cost of transport, insurance, delivery, carrying, adaptation, installation, commissioning at the ordering party's organisational unit, final tests, warranty costs – in accordance with the TSTC and the draft provisions of the Agreement, as well as customs costs – if applicable], discounts, rebates, etc., which the contractor intends to grant.
4. Prices must be quoted and calculated rounded to two decimal places (rounding rule – below 5, the ending should be omitted; above and equal to 5, it should be rounded up).
5. The total price calculated in the contractor's individual calculation should correspond to the price quoted by the contractor in the bid form for the entire subject of the contract.
6. No prepayments or advances are envisaged for the performance of the Agreement.
7. None of the items indicated in the calculation table may be valued by the contractor at 0.00.
8. If a bid has been submitted which, if selected, would result in the ordering party incurring a tax liability under the provisions on goods and services tax, the ordering party will, for the purpose of evaluating such a bid, add to the price quoted therein the goods and services tax which it would be required to settle in accordance with those provisions.
9. When submitting a bid, the contractor will inform the ordering party whether the selection of the bid will result in a tax liability for the ordering party, indicating the name (type) of the goods or services whose delivery or provision will result in such a liability, and indicating their value excluding tax.
10. If the equipment offered is subject to a VAT rate other than 23% (i.e. 8%), the contractor will submit documents or statements confirming this rate together with the bid.
11. During the term of the Agreement concluded with the selected contractor, the maximum remuneration due to the contractor may be changed by way of a written annex in the cases described in the model Agreement attached to these TSTC.

#### **Chapter XV – Description of the criteria the Ordering Party will use to evaluate bids, including their weighting and the method of evaluation – for all lots of the contract**

1. Criteria for evaluating bids:
  - 1.1 ***Gross price for the subject of the contract – 100%***

2. Points awarded for criterion No. 1, 'gross price for the subject of the contract', will be calculated according to the following formula:

$$C = (C_{low} / C_{VAT}) \times 100$$

where:

C – number of points awarded to a given bid;  
C<sub>low</sub> – the lowest price including applicable goods and services tax among valid bids;;  
C<sub>VAT</sub> – the price including applicable goods and services tax quoted by the contractor for whom the result is being calculated.

**The maximum number of points that a contractor can obtain in this criterion is 100.**

3. All point calculations will be made to two decimal places (without rounding).
4. The contractor's bid that obtains the highest number of points will be considered the most advantageous.
5. If bids with the same price have been submitted, the ordering party will invite the contractors who submitted these bids to submit additional bids within the time limit specified by the ordering party.

**Chapter XVI – Information on the formalities to be completed after the selection of the bid in order to conclude a Public Procurement Agreement**

1. Before signing the Agreement, the contractor should submit:
  - 1.1 a copy of the Agreement(s) specifying the basis and rules for joint bidding for a public contract – in the case of a bid submitted by entities acting jointly (i.e. a consortium);
  - 1.2 a list of subcontractors with the scope of tasks entrusted to them, if their participation in the performance of the contract is envisaged;
  - 1.3 a statement on not being subject to exclusion - Article 7 (1) of the Law of April 13, 2022 on special solutions to prevent support for aggression against Ukraine and to protect national security (i.e. Dz.U. [Journal of Laws] of 2025, item 514, as amended) – in the case of Contractors jointly bidding for procurement, the declaration shall be submitted by each Contractor.
2. The selected contractor will be required to conclude the Agreement at the time and place specified by the ordering party.

**Chapter XVII – Requirements concerning performance bonds**

1. The ordering party does not require a performance bond.

**Chapter XVIII – Model contract (draft contract provisions) – Appendix 2 to the TSTC**

**Chapter XIX – Information on legal protection available to the contractor in the course of public procurement proceedings**

1. Legal remedies are available to the contractor if they have or had an interest in obtaining the contract and have suffered or may suffer damage as a result of the ordering party's violation of the provisions of the Public Procurement Law.
2. An appeal may be lodged against:
  - 2.1 an action of the ordering party taken in the procurement procedure that is inconsistent with the provisions of the Act, including the draft provisions of the Agreement;
  - 2.2 a failure to take action in the procurement procedure which the ordering party was obliged to take under the Public Procurement Law.
3. The appeal is lodged with the President of the National Appeal Chamber in writing or in electronic form or in electronic form with a trusted signature.
4. The parties and participants in the appeal proceedings have the right to appeal to the court against the decision of the National Appeal Chamber and the decision of the President of the National

Appeal Chamber referred to in Article 519 (1) of the Public Procurement Law. The complaint should be lodged with the Regional Court in Warsaw – the public procurement court – through the President of the National Appeal Chamber.

5. Detailed information on legal remedies is set out in Section IX ‘Legal remedies’ of the Public Procurement Law.

## **Chapter XX – General Provisions**

1. The ordering party does not allow partial bids.
2. The Ordering Party does not envisage concluding a Framework Agreement.
3. The Ordering Party does not envisage the possibility of awarding a contract consisting in the repetition of similar supplies/services pursuant to Article 214 (1) (8) of the Public Procurement Law.
4. The Ordering Party does not allow variant bids.
5. Settlements between the contractor and the ordering party will be made in the currency of the most advantageous bid, i.e. in euros (EUR) or Polish zlotys (PLN).
6. The ordering party does not envisage an electronic auction.
7. The ordering party does not envisage reimbursement of the costs of participation in the procedure.
8. The ordering party requires the contractor to indicate in the bid the part of the contract, in accordance with the provisions of the TSTC, which it intends to entrust to subcontractors.
9. In the event of any discrepancies between the Polish and English versions of the tender documentation, the Polish version shall prevail.

## **Chapter XXI – Information on the processing of personal data**

Pursuant to Article 13 and Article 14 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter referred to as ‘GDPR’) in conjunction with Article 19(1) of the Public Procurement Law, Jagiellonian University hereby informs that:

1. The **Controller** of your personal data is Jagiellonian University, ul. Gołębia 24, 31-007 Kraków, represented by the Rector of the Jagiellonian University.
2. **Jagiellonian University has appointed a Data Protection Officer**, ul. Czapskich 4, 31-110 Kraków, room No 27. The Officer can be contacted by e-mail: [iod@uj.edu.pl](mailto:iod@uj.edu.pl) or by telephone on +4812 663 12 25.
3. Your personal data will be processed on the basis of Article 6 paragraph 1 letter c) of the GDPR for the purpose of public procurement proceedings, *case no. 80.272.78.2026*.
4. Providing your personal data is a statutory requirement specified in the provisions of the Public Procurement Law related to participation in public procurement procedures.
5. The consequences of not providing personal data are set out in the Public Procurement Law.
6. The recipients of your personal data will be persons or entities to whom the documentation of the procedure will be made available on the basis of Article 18 and Article 74(3) and (4) of the Public Procurement Law, with the proviso that personal data referred to in Article 9(1) of the GDPR, collected in the course of the procurement procedure, will not be made available.
7. Your personal data will be stored in accordance with Article 78(1) of the Public Procurement Law for a period of at least 4 years from the date of completion of the public procurement procedure or until the expiry of the period for the control of a project co-financed or financed by the European Union or the durability of such a project or other agreements or obligations arising from the projects implemented.
8. You have the right to:
  - a. pursuant to Article 15 of the GDPR, access your personal data;
  - b. pursuant to Article 16 of the GDPR, rectify your personal data;
  - c. pursuant to Article 18 of the GDPR, the right to request the controller to restrict the processing of your personal data;
  - d. the right to lodge a complaint with the President of the Personal Data Protection Office if you consider that the processing of your personal data violates the provisions

of the GDPR.

9. You do not have the right to:
  - a. have your personal data erased in accordance with Article 17 paragraph 3 letter b), d) or e) of the GDPR,
  - b. have your personal data transferred in accordance with Article 20 of the GDPR,
  - c. object to the processing of personal data, as the legal basis for the processing of your personal data is Article 6 paragraph 1 letter c) in conjunction with Article 21 of the GDPR.
10. **Your personal data referred to in Article 10 of the GDPR** may be disclosed for the purpose of enabling the use of legal remedies referred to in Section IX of the Public Procurement Law, until the deadline for their submission.
11. The ordering party informs you that **no automated decisions will be made with regard to your personal data**, in accordance with Article 22 of the GDPR.
12. If the performance of the obligations referred to in Article 15 paragraph 1–3 of the GDPR in order to exercise your right referred to in point 8 letter a) above, would require a disproportionate effort, **the ordering party may request you** to provide additional information to clarify your request, in particular the name or date of the public procurement procedure that has been initiated or completed.
13. **Your exercise of the right referred to in point 8 letter b) above** to have your personal data rectified or supplemented, as referred to in Article 16 of the GDPR, may not result in a change in the outcome of the public procurement procedure or a change in the provisions of the Agreement to the extent that it is inconsistent with the Public Procurement Law, nor may it violate the integrity of the public procurement procedure protocol and its annexes.
14. **Your exercise of the right referred to in point 8 c) above**, of requesting the restriction of processing referred to in Article 18(1) of the GDPR, does not restrict the processing of personal data until the end of the public procurement procedure and also after the procedure in the event of circumstances referred to in Article 18 paragraph 2 of the GDPR (the right to restriction of processing does not apply to storage for the purpose of ensuring the use of legal remedies or for the protection of the rights of another natural or legal person, or for reasons of important public interest of the European Union or of a Member State).

## **Chapter XXII – Annexes to the TSTC**

1. Annex A – Description of the subject of the contract;
2. Appendix 1 – Bid form;
3. Appendix 2 – Model Agreement (Draft Agreement Provisions).





**BID FORM – Reference number 80.272.78.2026**

ORDERING PARTY:

**Uniwersytet Jagielloński  
ul. Gołębia 24, 31 – 007 Kraków;**

Unit handling the case: **PUBLIC PROCUREMENT DEPARTMENT UJ  
ul. Straszewskiego 25/3 i 4, 31-113 Kraków**

Business name of the contractor:

.....  
.....

Address of the registered office:

.....  
.....

Mailing address:

.....  
.....

Contact data:

phone no.: .....

fax: .....

e-mail: .....

Other data:

NIP/PESEL\*: .....

REGON: .....\*

**\*(applies only to Polish contractors)**

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

- ☐ KRS (National Court Register) search engine <https://ekrs.ms.gov.pl/web/wyszukiwarka-krs/strona-glowna/>,
- ☐ viewing CEIDG entries: <https://aplikacja.ceidg.gov.pl/ceidg/ceidg.public.ui/search.aspx>,
- ☐ are available in free and publicly accessible databases at the following internet address (provide internet address): <https://.....>,
- ☐ are included in the document(s) attached to the bid.

With reference to the announced procurement procedure conducted under the standard procedure without the possibility of negotiation for: Supply of a set of power supply and control modules for a microscope, and supply of a control system for an SPM microscope, together with software, for the Faculty of Physics, Astronomy and Applied Computer Science at the Jagiellonian University, divided into two parts of the contract, divided into two parts of the contract, we submit the following bid:

**PART 1 OF THE CONTRACT:**

we offer to perform **THE ENTIRE SUBJECT OF THE CONTRACT** for the attached net price of ..... EUR/PLN\* plus the applicable value added tax (VAT) at a rate of .....%,\*\* which gives a gross amount of .....EURO/ PLN\*\*\* (in words: ..... EURO/PLN), whereby the price is determined on the basis of



a detailed price calculation of the bid based on the guidelines referred to in Chapter XIV of the TSTC\*;

*[\* delete as appropriate\*\* if applicable/delete as appropriate]*

*[\*\*\* In the case of contractors who are not VAT payers in Poland, the net remuneration amount will be increased by the applicable VAT for the purpose of comparing bids. The VAT due on the remuneration amount will be paid by the Ordering Party to the account of the relevant Tax Office if the Ordering Party is subject to tax liability in accordance with the provisions on VAT/ delete as appropriate];*

## PART 2 OF THE CONTRACT:

we offer to perform **THE ENTIRE SUBJECT OF THE CONTRACT** for the attached net price of ..... EUR/PLN\* plus the applicable value added tax (VAT) at a rate of .....%,\*\* which gives a **gross amount of .....EURO/ PLN\*\*\*** (in words: ..... EURO/PLN), whereby the price is determined on the basis of a detailed price calculation of the bid based on the guidelines referred to in Chapter XIV of the TSTC\*;

*[\* delete as appropriate\*\* if applicable/delete as appropriate]*

*[\*\*\* In the case of contractors who are not VAT payers in Poland, the net remuneration amount will be increased by the applicable VAT for the purpose of comparing bids. The VAT due on the remuneration amount will be paid by the Ordering Party to the account of the relevant Tax Office if the Ordering Party is subject to tax liability in accordance with the provisions on VAT/ delete as appropriate];*

- 1) We declare that we offer the subject of the contract in accordance with the requirements and conditions specified by the ordering party in the TSTC and the appendices thereto;
- 2) we hereby declare that we offer a warranty period and terms for the entire scope of the contract in accordance with the requirements set forth in the TSTC, i.e.  
for part 1 of the contract, ..... months (minimum 24 months);  
for part 2 of the contract, ..... months (minimum 24 months);
- 3) We declare that choosing our bid:
  - will not result in a tax liability for the ordering party in accordance with the provisions of the Goods and Services Tax Act\*
  - will result in a tax liability for the ordering party in accordance with the provisions of the Goods and Services Tax Act. The above tax liability will apply to .....

.....\*

*[\*1/delete as appropriate; 2/enter the name/type of goods or services that will give rise to a tax liability for the ordering party, in accordance with the provisions of the applicable VAT Act]*
- 5) we declare that we consider ourselves bound by this bid for the period specified in Chapter XI of the TSTC;
- 6) we declare that we have fulfilled the privacy notice obligations provided for in Article 13 or Article 14 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, with regard to natural persons from whom we have directly or indirectly obtained personal data for the purpose of applying for a public contract in this procedure;
- 7) I declare that I am:
  - a micro-enterprise;
  - a small enterprise;
  - a medium-sized enterprise;
  - a one-person business;
  - a natural person not engaged in economic activity;
  - other type .....

*[\*select the appropriate option and fill in if applicable, delete if not applicable]*

- 8) if we are awarded the contract, we undertake to conclude the Agreement at the place and time specified by the ordering party;
- 9) the account number to which the contractor's remuneration will be transferred: ..... (To be completed by a Contractor from a country other than Poland).
- 10) The person authorised to communicate with the ordering party regarding the submitted bid and matters related to the performance of the contract is: .....

[\*fill in personal and address details – telephone number; e-mail address]

- 11) The following attachments are included with this form:
- Appendix 1 – a statement of non-exclusion from the proceedings in relation to the contractor/subcontractor, as applicable;
  - Appendix 2 – individual price calculation for the bid, taking into account the requirements and provisions of the TSTC, together with a list of the equipment offered, including the name (company) of the manufacturer, model, number of items /CONTENT OF THE BID;
  - Appendix 3 – statement on entrusting subcontractors with the performance of part of the subject of the contract (list of subcontractors – if applicable);
  - Other:
    - a. power of attorney (in accordance with paragraph 5-7 of Chapter XII) or other document confirming the power to represent the contractor;
    - b. the National Court Register (KRS) or the Central Registration and Information on Business (CEiDG) – unless data for publicly available databases has been provided in the bid form;
    - c. documents or statements confirming that the equipment offered and covered by the subject of the contract is subject to a VAT rate other than 23% (i.e. 8%) – if applicable.

**Appendix 1 to the bid form**



**DECLARATION**  
**ON NOT BEING SUBJECT TO EXCLUSION FROM THE PROCEDURE**

In submitting a bid in the standard procurement procedure without the possibility of negotiation for the supply of a set of power supply and control modules for a microscope, and supply of a control system for an SPM microscope, together with software, for the Faculty of Physics, Astronomy and Applied Computer Science at the Jagiellonian University, divided into two parts of the contract, Case No. 80.272.78.2026.

**I. STATEMENT CONCERNING THE CONTRACTOR**

1. I declare that I am not subject to exclusion from the proceedings pursuant to Article 108(1) of the Public Procurement Law.
2. I declare that I am not subject to exclusion from the proceedings pursuant to Article 109(1)(1), (4), (5), (7)-(10) of the Public Procurement Law.
3. I declare that I am not subject to exclusion from the proceedings on the basis of Article 7.1 of the Law of April 13, 2022, on special solutions to prevent support for aggression against Ukraine and to protect national security (i.e.: Dz.U. [Journal of Laws] of 2025, item 514, as amended), i.e.:
  - 1) we are not a contractor listed in the lists set out in Regulation 765/2006 and Regulation 269/2014 or listed on the basis of a decision on inclusion in the list determining the application of the measure referred to in Article 1.3 of the cited Act;
  - 2) I am not a contractor whose beneficial owner, within the meaning of the Act of 1 March 2018 on counteracting money laundering and terrorist financing (Journal of Laws of 2023, item 1124, as amended) is a person listed in the lists specified in Regulation 765/2006 and Regulation 269/2014 or entered in the list or being such a beneficial owner as of 24 February 2022, provided that they have been included in the list on the basis of a decision on inclusion in the list determining the application of the measure referred to in Article 1(3) of the aforementioned Act;
  - 3) I am not a contractor whose parent entity within the meaning of Article 3(1)(37) of the Accounting Act of 29 September 1994 (Journal of Laws of 2023, items 120, 295 and 1598, and of 2024, items 619, 1685 and 1863), is an entity listed in the registers specified in Regulation 765/2006 and Regulation 269/2014 or entered in the register or being such a parent entity as of 24 February 2022, provided that it has been included in the list on the basis of a decision on inclusion in the list determining the application of the measure referred to in Article 1(3) of the aforementioned Act.

I declare that there are grounds for my exclusion from the proceedings pursuant to Article ..... of the Public Procurement Law [*specify the applicable grounds for exclusion from among those indicated above*]. At the same time, I declare that in connection with the above circumstance, pursuant to Article 110 (2) of the Public Procurement Law, I have taken the following corrective measures: .....

.....  
.....

**[\*fill in]**

I declare that there are grounds for exclusion of me from the proceedings on the basis of Article ..... of the Law of April 13, 2022 on special solutions to prevent support for aggression against Ukraine and to protect national security (i.e.: Dz.U. [Journal of Laws] of 2025, item 514, as amended) *[specify the applicable grounds for exclusion from among those indicated above]*.

.....  
.....  
**[\*fill in]**

## **II. DECLARATION CONCERNING A SUBCONTRACTOR WHO IS NOT AN ENTITY WHOSE RESOURCES ARE BEING CLAIMED BY THE CONTRACTOR**

I hereby declare that with regard to the following entity/entities, which are subcontractors: *[please provide the full name/company name, address and, depending on the entity: NIP/PESEL, KRS/CEiDG]*.....  
there are no grounds for exclusion from the procurement procedure.

I declare that there are grounds for exclusion of the above-mentioned entity from the procedure pursuant to Article ..... of the Public Procurement Law *[specify the applicable grounds for exclusion from among those indicated above]*. At the same time, I declare that in connection with the above circumstance, the following corrective measures have been taken pursuant to Article 110 paragraph 2 of the Public Procurement Law: .....

.....  
.....  
**[\*fill in]**

I declare that all information provided in the above statements is current and true, and has been presented with full awareness of the consequences of misleading the ordering party when presenting information.



**Appendix 2 to the bid form – Price calculation**, taking into account the requirements and provisions of the TSTC, together with a list of the equipment offered, including the name (company) of the manufacturer, model, number of items /CONTENT OF THE BID/;

**FOR PART 1 OF THE CONTRACT**

Offered scientific and research equipment	Manufacturer/model	Number (units)	Net unit price
High-voltage power supply module compliant with the Description of the Subject of the Contract, part 1, section A	<b>Manufacturer:</b> ..... <b>Model:</b> .....	1	..... <b>EUR/PLN*</b>
High-voltage amplifier module compliant with the Description of the Subject of the Contract, part 1, section B	<b>Manufacturer:</b> ..... <b>Model:</b> ..... <b>Operating system:</b> .....	1	..... <b>EUR/PLN*</b>
Piezoelectric motor control module for a microscope compliant with the Description of the Subject of the Contract, part 1, section C	<b>Manufacturer:</b> ..... <b>Model:</b> .....	1	..... <b>EUR/PLN*</b>
Adaptor module for the power supply and control unit for the Omicron LT AFM/STM UHV microscope (Low Temperature Atomic Force Microscope / Scanning Tunneling Microscope Ultra High Vacuum), version 2.1, model 062 compliant with the Description of the Subject of the Contract, part 1, section D	<b>Manufacturer:</b> ..... <b>Model:</b> .....	1	..... <b>EUR/PLN*</b>

TSTC – Supply of a set of power supply and control modules for a microscope, and supply of a control system for an SPM microscope, together with software, for the Faculty of Physics, Astronomy and Applied Computer Science at the Jagiellonian University, divided into two parts of the contract.

Case reference number 80.272.78.2026

<b>TOTAL PRICE FOR THE IMPLEMENTATION OF THE ENTIRE SUBJECT OF THE CONTRACT:</b> <b>(i.e. in accordance with Chapter XIV of the TSTC):</b>	..... <b>EUR/PLN*</b>
---	--------------------------

*\* Delete as appropriate.*

*Note: providing information about the manufacturer and model or operating system (if applicable) is mandatory.*

#### FOR PART 2 OF THE CONTRACT

Offered scientific and research equipment	Manufacturer/model	Number (units)	Net unit price
A real-time control and data acquisition system designed for STM/AFM microscopes, along with dedicated software compliant with the Description of the Subject of the Contract, part 2.	<b>Manufacturer:</b> ..... <b>Model:</b> .....	1	..... <b>EUR/PLN*</b>
<b>TOTAL PRICE FOR THE IMPLEMENTATION OF THE ENTIRE SUBJECT OF THE CONTRACT:</b> <b>(i.e. in accordance with Chapter XIV of the TSTC):</b>			..... <b>EUR/PLN*</b>

**Appendix 3 to the bid form**



**DECLARATION**  
**(a list of subcontractors)**

We hereby declare that:

- we entrust\* the following subcontractors with the performance of the following parts (scope) of the contract:

1) Subcontractor: .....  
[\*fill in: full name/company name; address; depending on the entity: NIP/PESEL, KRS (National Court Register)/CEiDG]

Scope of the contract .....  
.....

.....  
[\*fill in]

2) Subcontractor: .....  
[\*fill in: full name/company name; address; depending on the entity: NIP/PESEL, KRS (National Court Register)/CEiDG]

Scope of the contract .....  
.....

.....  
[\*fill in]

- We do not entrust\* any part (scope) of the contract to subcontractors

.....  
[\*if there are no subcontractors – delete as appropriate]

***[If the contractor does not delete any of the above options, the ordering party will assume that no work covered by the contract in question will be entrusted to subcontractors]***



**Appendix No. 2 to the TSTC – model Agreement**



**AGREEMENT 80.272.78.2025**  
**– part 1\*/2\* of the contract**  
**– template /draft provisions of the Agreement/**

**concluded in Krakow on ..... between:**

**Jagiellonian University with its registered office in Krakow at ul. Gołębia 24, represented by:**

..... – ..... acting on the basis of a power of attorney granted by the Rector of the Jagiellonian University on ....., No. ...., countersigned by the Bursar of the Jagiellonian University,

**hereinafter referred to in the Agreement as the ‘Ordering Party’**  
**and**

..... with its registered office in .....  
**represented by .....**  
**hereinafter referred to in the Agreement as the ‘Contractor’.**

*This Agreement is the outcome of a public procurement procedure conducted in the basic form without the possibility of negotiation in accordance with the Act of 11 September 2019 – Public Procurement Law (i.e. Journal of Laws of 2024, item 1320, as amended), hereinafter also referred to as ‘PPL’ in the Agreement.*

**§ 1 Subject matter of the Agreement**

1. The Ordering Party entrusts, and the Contractor agrees to perform [with respect to part 1 \*/2\* of the contract] the delivery of ..... manufactured by .... model ....., with the technical, functional, and performance parameters described in Appendix A to the TSTC, together with the accompanying services specified in paragraph 2, for the needs of the Department of Physics, Astronomy, and Applied Computer Science at Jagiellonian University (hereinafter “Equipment”).
2. As part of the performance of this Agreement, the Contractor is required to provide services related to the delivery, in particular to arrange for transportation and insurance, to the Department of Physics, Astronomy, and Applied Computer Science at Jagiellonian University in Kraków (30-348) at ul. Łojasiewicza 11.
3. The Ordering Party orders, and the Contractor undertakes to perform all necessary activities to fulfil the subject of the Agreement.
4. An integral part of this Agreement is the tender documentation, including, in particular, the Tender Significant Terms and Conditions along with its appendices (hereinafter referred to as the “TSTC”) and the Contractor’s bid dated ..... 2026.
5. The Contractor is required to complete the entire scope of the Contract, including ancillary services, **by** ..... [\*depending on the part of the contract], counting from the date the contract was awarded, i.e., the date the Contract was concluded. All activities and services related to delivery must be performed within a maximum of 30 days from the day following the delivery of the subject matter of the contract to the Ordering Party, and must be completed no later than the deadline specified in the first sentence.
6. The Contractor bears full financial and legal responsibility for any damage caused to the Ordering Party or third parties as a result of activities arising from the performance of this Agreement.
7. The commissioning of subcontractors to perform part of the work does not alter the Contractor's obligations towards the Ordering Party for the performance of that part of the Agreement.
8. The order is placed as part of the Project:
  - 8.1 National Science Centre – OPUS 18: “Advancing surface synthesis through the use of atomic and molecular gaseous reagents” (Grant No. 2019/35/B/ST5/02666) – part 1\*

- 8.2 National Science Centre – OPUS 24: “Design of multiple linking groups as a strategy for controlling the stability and conductivity of organic monolayers on metals” (Grant No. 022/47/B/ST5/01435) – part 2\*
- 8.3 National Science Centre – M-ERA.NET 3: “Stabilization of lithium-metal anodes using porphyrin-based electrolyte additives” (Grant No. 2022/04/Y/ST5/00156) – part 2\*
- 8.4 National Science Centre – SONATA 20 “Integration of organic nanostructures and low-dimensional devices compatible with scanning tunnelling microscopy”; (grant no. 2024/55/D/ST3/01489) – part 2\*

## **§ 2**

1. The Contractor declares that:
  - 1.1st it has the appropriate knowledge, experience and resources to perform the subject of the Agreement,
  - 1.2nd the subject of the Agreement will be brand new and come from a legal source.
  - 1.3rd it will perform the subject of the Agreement with high quality materials and workmanship and will meet the agreed deadlines with due diligence, taking into account the professional nature of its business.
2. Under this Agreement and the Contractor's remuneration resulting from it, specified in § 3(2) hereof, the Ordering Party acquires an irrevocable and unlimited right to use all software necessary for the proper functioning of the subject matter of the Agreement within the scope specified in Article 75(2) of the paragraph of 4 February 1994 on copyright and related rights (i.e. Dz. U. [Journal of Laws] of 2025, Item 24, as amended), namely in the following fields of exploitation:
  - 2.1. making a backup copy, if it is necessary for the use of the computer programme. Unless otherwise provided in the Agreement, this copy may not be used simultaneously with the computer programme;
  - 2.2. observing, examining and testing the functioning of the computer programme in order to understand its concept and principles by a person who has the right to use a copy of the computer programme, if, being authorised to do so, he/she does so during the introduction, display, use, transfer or storage of the computer programme;
  - 2.3. reproducing the code or translating its form within the meaning of Article 74 (4) (1) and (2) of the above-mentioned Act, if this is necessary to obtain the information necessary to achieve the interoperability of an independently created computer programme with other computer programmes, provided that the following conditions are met:
    - 2.3.1. these activities are carried out by the Ordering Party or another person authorised to use a copy of the computer program or by another person acting on their behalf,
    - 2.3.2. the information necessary to achieve interoperability was not previously readily available to the persons referred to in paragraph 2.3.1 above,
    - 2.3.3. these activities relate to those parts of the original computer programme that are necessary to achieve interoperability.
3. The Contractor grants a non-exclusive licence, i.e. the right to use the software to the extent specified in paragraph 2 of this section of the Agreement, at the time of signing the acceptance protocol, without reservations and without the need for the Parties to make an additional declaration of will.
4. Upon acceptance, the Contractor undertakes to provide the Ordering Party with copies of the software which, as of the date of granting the above-mentioned licence, become the property of the Ordering Party, in installation versions, or to indicate the website address from which the above-mentioned software can be downloaded.

## **§ 3 Remuneration**

1. The amount of remuneration due to the Contractor for the performance of the subject of the Agreement has been determined on the basis of the Contractor's bid.

2. The lump sum remuneration for the subject of the Agreement is set at the **net amount of:** ..... **EUR/PLN\*** (in words: .....EUR / PLN\* 00/100), and with the applicable VAT at a rate of ...% at the gross amount of ..... **EUR/PLN\*** (in words: ..... EUR / PLN 00/100), including:

\* \* Depending on the submitted bid, i.e. in euros (EUR) or PLN.

5. Settlements between the Contractor and the Ordering Party will be made in the currency of the selected bid.<sup>1</sup>
7. The remuneration specified in paragraph 2 covers all costs that the Contractor should have foreseen in order to properly perform the Agreement, including the costs of transport, insurance, delivery, installation, adaptation, installation and commissioning of the Equipment, together with final tests.
8. The Ordering Party is a VAT payer and has the Polish tax identification number (NIP) 675-000-22-36.
9. The Contractor is a VAT payer and has VAT identification number ..... or is not a VAT payer in the territory of the Republic of Poland.<sup>2</sup>
10. The VAT due on the remuneration amount will be paid by the Ordering Party to the account of the relevant Tax Office if the Ordering Party is subject to tax liability in accordance with the provisions on goods and services tax.<sup>3</sup>
11. In order to benefit from tax preferences resulting from agreements on the avoidance of double taxation concluded by the Republic of Poland, the Contractor is required to submit, together with the invoice or other document on the basis of which payment is to be made, the original or a copy of a current tax residence certificate issued by the competent tax administration body of their country (if applicable).
12. In addition, the Contractor is required to submit a statement of the actual owner of the receivables within the meaning of Polish income tax regulations, in accordance with the template provided by the Jagiellonian University.
13. If the submitted copy of the tax residence certificate raises doubts, the Ordering Party has the right to request the original certificate from the Contractor.
14. In such a case, the Ordering Party may withhold payment of remuneration until the day following the date of receipt of the original residence certificate.

#### § 4

1. The Contractor will receive remuneration after completing the entire subject of the Agreement, confirmed by an acceptance report without reservations, and after submitting a correctly issued invoice to the headquarters of the Jagiellonian University unit referred to in § 1 (2).
2. The Ordering Party will initiate the acceptance procedure after being notified by the Contractor of its readiness for acceptance. The delivery and performance of the entire subject of the Agreement must be carried out on a working day. The Contractor undertakes to deliver the document of readiness for acceptance to the person indicated in paragraph 8(1.1) of the Agreement at least 1 working day before the planned date of acceptance. Working days are understood to mean days from Monday to Friday, except for public holidays.
3. The Parties shall consider the date on which the Contractor actually performs all activities constituting the subject matter of the contract, together with the performance of any ancillary activities, to be the date of acceptance of the subject matter of the Agreement.
4. The Parties agree that the Ordering Party will document any defects/damage, in particular by photographing them. This applies in particular to defects and damage arising during delivery (transport).
5. If the subject of the Agreement arrives at the Ordering Party damaged or has defects that render it unusable, the Contractor will replace it at its own risk and expense, as soon as possible, as agreed

<sup>1</sup> Depending on the submitted bid, i.e. in euros (EUR) or PLN.

<sup>2</sup> Delete as appropriate.

<sup>3</sup> Delete as appropriate.

- by the Parties to the Agreement, without prejudice to the provisions on contractual penalties for failure to meet the deadline for the performance of the order.
6. If the subject of the Agreement arrives at the Ordering Party damaged or defective, the Ordering Party will indicate the damage or defects in a report or by making an appropriate note on the delivered invoice; such a receipt report does not confirm the performance of the Agreement and does not constitute a basis for payment of the Contractor's remuneration, unless the Ordering Party clearly indicates otherwise in the report/ on the delivered invoice.
  7. The acceptance report for the subject of the Agreement will be drawn up with the participation of authorised representatives of the parties to the Agreement or by the Ordering Party's representative making an appropriate annotation on the delivered invoice, after checking the compliance of the performance of the subject of the Agreement with the terms and conditions of the Agreement, the TSTC and the Contractor's bid, and after commissioning. The Contractor will also present the required documents, statements, certificates and standards relating to the device, if required by the provisions of the TSTC.
  8. The acceptance report for the subject of the Agreement will be prepared with the participation of authorised representatives of the Parties to the Agreement, after verifying the compliance of the performance of the subject of the Agreement with the terms and conditions of the Agreement, the TSTC and the Contractor's bid.
  9. The Ordering Party will accept the entire subject of the contract within 2 working days from the date of receipt of the Contractor's written notification referred to in paragraph 2 of this section, provided that the subject of the Agreement is free from defects.
  10. The delivery may not be made in parts. The acceptance report for the subject of the Agreement may be signed upon its delivery in full to the Ordering Party and after confirming the absence of visible defects and after performing accompanying services.
  11. The signing of the report will not extinguish the Ordering Party's claims for improper performance of the Agreement, in particular in the event of the Ordering Party discovering defects in the subject of the Agreement after acceptance.
  12. The representative indicated in § 8(1.1) of the Agreement is authorised to carry out the acceptance of the subject of the Agreement on behalf of the Ordering Party, and the person listed in § 8(1.2) of the Agreement is authorised to do so on behalf of the Contractor.
  13. The deadline for payment of the invoice for the performed and accepted subject of the Agreement is agreed to be **30 days** from the date of delivery to the Ordering Party of a correctly issued invoice together with the acceptance protocol for the subject of the Agreement without reservations.
  14. The invoice should be issued as follows:  
**Uniwersytet Jagielloński, ul. Gołębia 24, 31-007 Kraków,**  
**NIP: PL 675-000-22-36, REGON: 000001270**  
and marked with a note indicating the Ordering Party's unit for which the contract was performed.
  15. The remuneration due to the Contractor will be paid by bank transfer from the Ordering Party's bank account to the Contractor's bank account indicated in the invoice, subject to paragraph 20 et seq. below.
  16. The place of payment will be the Ordering Party's bank, and payment will be made at the moment the Ordering Party issues the transfer order.
  17. The Contractor may not transfer any claims arising from this Agreement to third parties without the prior written consent of the Ordering Party.
  18. In the case of issuing structured electronic invoices within the meaning of Article 6(1) of the Law of November 9, 2018 on electronic invoicing in public procurement, concessions for works or services, and public-private partnerships (i.e. Dz. U. 2020 item 1666 as amended) via the Electronic Invoicing Platform available at: <https://efaktura.gov.pl/>, the Contractor will enter the following e-mail address in the 'reference' field: .....
  19. The Contractor is required to indicate on the invoice the account number disclosed in the list of entities registered as VAT taxpayers, not registered, deleted and reinstated to the VAT register kept by the Head of the National Tax Administration (the so-called 'White List' – Article 96b(1))

- of the Act of 11 March 2004 on goods and services tax – i.e. Dz. Journal of Laws of 2024, item 361, as amended), hereinafter “GST”.
20. If the Contractor's bank account is not disclosed on the “White List” the Ordering Party may pay the remuneration to the account indicated in the Contractor's invoice using the split payment mechanism or notify the competent head of the Tax Office when making the first payment of the remuneration by bank transfer to the account indicated in the invoice.
  21. If the Contractor is registered as an active GST payer, the Ordering Party may make the payment of remuneration using the split payment mechanism, i.e. in the manner specified in Article 108a(2) of the GST Act. The provisions of sentence 1 are not applied if the subject of the Agreement is an activity exempt from VAT or is subject to a 0% VAT rate.
  22. The remuneration due to the Contractor is payable by bank transfer from the Ordering Party's account to the following Contractor's bank account: ..... *(in the case of a foreign contractor)* or the contractor's bank account indicated in the invoice, subject to paragraphs 21 and 22 above *(in the case of a Polish contractor)*.
  23. From the date of entry into force of the regulations introducing the requirement to issue structured invoices in the National e-Invoice System (KSeF), all invoices issued by the Contractor to the Ordering Party (UJ) shall be prepared in the form of structured invoices in accordance with applicable law and transmitted via KSeF (within the meaning of Article 2(32a) of the Act of March 11, 2004, on the Goods and Services Tax (i.e. Dz. U. [Journal of Laws] of 2025, item 775)).
  24. In an electronic structured invoice issued using KSeF, in addition to the mandatory items required by the Act of March 11, 2004, on the Goods and Services Tax (Dz. U. [Journal of Laws] of 2025, Item 775) the agreement number must be included. In addition, on the invoice following the KSeF XML file structure, the Contractor is required to enter the internal identifier number (IDWew) provided by the Ordering Party at the “Other Entity” level, and at the Buyer level, in the contact information section, the email address in the @uj.edu.pl domain specified by the Ordering Party.
  25. The remuneration referred to in § 3(2) above shall be paid by bank transfer **within 30 days** from the day following the date of receipt of a properly issued structured invoice in the KSeF system to the bank account number indicated on the invoice, which has been disclosed in the list of entities registered as VAT taxpayers, unregistered, and those removed and reinstated in the VAT register maintained by the Head of the National Tax Administration (the so-called “White List” – Article 96b(1) of the Act of March 11, 2004, on the Goods and Services Tax – i.e. Dz. U. [Journal of Laws] of 2025, Item 775, as amended). The invoice payment date shall be the date on which the Ordering Party's bank account is debited.
  26. The date of receipt of an invoice issued in the National e-Invoice System is the same as the date the invoice was assigned a number in the KSeF.
  27. A properly issued electronic structured invoice generated using KSeF must contain the following information about the service recipient in the applicable logical structure of the e-Invoice:

**The Recipient (in the “Other Entity” section)**

**The Buyer of the goods/services should  
be identified as:**

Uniwersytet Jagielloński  
ul. Gołębia 24, 31-007 Kraków  
NIP: 675-000-22-36

**of the invoice should be identified as:**

Uniwersytet Jagielloński  
ul. Gołębia 24, 31-007 Kraków

e-mail: [szymon.godlewski@uj.edu.pl](mailto:szymon.godlewski@uj.edu.pl) (the email address of the person placing the contract must be registered under the @uj.edu.pl domain)

In the “Other Entity” field, an external identifier (known as IDWew – **6750002236–17003**) must be entered – a unique number assigned to this entity and provided to it by the Ordering Party.

In addition, the Agreement number must be indicated on the invoice: **80.272.78.2026**.

28. In the event of a KSeF outage, a screenshot of the structured invoice, including the QR code and the KSeF identification number, must be sent to the following email address: [szymon.godlewski@uj.edu.pl](mailto:szymon.godlewski@uj.edu.pl) immediately, but no later than 3 days after the KSeF outage has been resolved or the system has become available again.

### **§ 5 Guarantee and warranty**

1. The Contractor undertakes to perform the subject of the Agreement without defects and faults, and is obligated to verify the conformity of the markings on the subject of the Agreement with the data contained in the guarantee document (guarantor's statement) indicated in paragraph 2 of this section of the Agreement and the condition of seals and other security measures placed on it, if such security measures have been applied.
2. Upon delivery of the entire subject matter of this Agreement, the Contractor will issue a warranty document (guarantor's statement) to the Ordering Party, the content of which will include at least the following information: the name and address of the guarantor or its representative in the Republic of Poland, the duration and territorial scope of the warranty protection, the rights of the Ordering Party in the event of a physical defect, as well as a statement that the warranty does not exclude, limit or suspend the Ordering Party's rights under the provisions on warranty for defects in the subject of the Agreement.
3. The Contractor provides a warranty for the subject of the contract for a period of **24 months**, covering the cost of repairs and spare parts, counting from the date of acceptance of the subject of the Agreement confirmed by a signed acceptance report without reservations. Under the warranty, the Contractor will be required, among other things, to provide free of charge (included in the bid price) ongoing maintenance, servicing and technical inspections resulting from the warranty conditions and repairs to the subject of the Agreement during the warranty period.
4. The warranty will be provided by the manufacturer or a service centre authorised by the manufacturer or persons at the Contractor's expense at the Ordering Party's premises, and if this is technically impossible, all organisational activities and costs related to the provision of warranty services outside the Ordering Party's premises will be borne by the Contractor.
5. In the event of defects in the subject of the Agreement, the Contractor undertakes to replace it free of charge or remove the defects in accordance with the rules and procedures specified in the warranty document (guarantor's statement) referred to in paragraph 2 above, taking into account the provisions of this section of the Agreement.
6. In the event of defects in the subject matter of the Agreement, the Contractor undertakes to replace it free of charge, within a period agreed by the Parties, but not longer than 21 working days, with the service response time being within 72 hours of notification by telephone, fax or email, with all organisational activities and costs related to the provision of warranty services outside the place of performance of the Agreement to be borne by the Contractor. If it is necessary to import specialised spare parts, this period may not exceed 30 days, unless the Parties agree to extend the repair time on the basis of an appropriate protocol of necessities. If the above repair period cannot be met, the Contractor will be obligated to provide the Ordering Party with replacement equipment with parameters not lower than those of the collected equipment for the period of performance of the warranty activities.
7. The Contractor guarantees the highest quality of the delivered subject of the Agreement in accordance with the technical specification. The warranty liability will cover both defects arising from causes inherent in the subject of the Agreement at the time of acceptance by the Ordering Party and any other physical defects arising from causes for which the Contractor is responsible, provided that these defects become apparent during the warranty period.
8. The warranty period commences on the day following the acceptance of the subject of the Agreement, whereas in the event of replacement of a defective subject of the Agreement (its component or module) with a new one or removal of a significant defect (fault), the warranty period commences anew from the moment of redelivery of the repaired items (respectively, the subject of the Agreement, its component or module) to the Ordering Party.

9. The warranty period will be automatically extended by the repair period, i.e. the time counted from the notification to the removal of the failure or defect specified in section 6 of this section of the Agreement.
10. The Ordering Party may exercise its rights under the warranty for physical defects of the goods regardless of the rights under the guarantee. The rights under the warranty for physical defects will expire 24 months after the delivery of the entire subject of the Agreement to the Ordering Party, confirmed by a signed acceptance report without reservations ; however, if the Ordering Party exercises its rights under the guarantee, the period for exercising the rights under the warranty will be suspended on the date of notifying the Contractor of the defect (fault). This period extends from the date of the Contractor's refusal to perform its obligations under the warranty or the ineffective expiry of the period specified for the removal of the defect (fault) in the subject of the Agreement.
11. The Ordering Party, exercising its rights under the warranty for physical defects of goods, in particular in the event of faulty installation of the subject of this Agreement (§ 1 (1)) by the Contractor, will demand its dismantling and reinstallation after replacement with a defect-free item or removal of the defect. In the event of failure by the Contractor to perform this obligation, the provisions of paragraph 12 of this section of the Agreement will apply accordingly.
12. If the Contractor fails to comply with the provisions regarding warranty liability or fails to comply with the above rules, the Ordering Party will be entitled to remove the defects (faults) by way of repair, at the risk and expense of the Contractor, while retaining other rights to which it is entitled under the Agreement. In such cases, the Ordering Party will have the right to engage another entity to remove the defects (faults), and the Contractor will be obliged to cover the related costs within 14 days from the date of receipt of the request, together with proof of payment.
13. The Ordering Party undertakes to comply with the basic operating conditions specified by the manufacturer in the guarantor's statement contained in the warranty documents or operating instructions provided by the Contractor, to the extent that it does not conflict with the provisions of this section of the Agreement.

#### **§ 6 Right of withdrawal**

1. In addition to the cases specified in the Civil Code, the Parties may withdraw from this Agreement in the event of circumstances specified in paragraph 2.
2. The Ordering Party may withdraw from the Agreement within 30 days from the date of becoming aware of one of the following circumstances and no later than the expiry of the warranty (guarantee) period for the subject of the Agreement, i.e. when:
  - 2.1. The Contractor, as a result of its insolvency, fails to fulfil its financial obligations for a period of at least 3 months;
  - 2.2. the Contractor is liquidated or dissolved without liquidation, or the Contractor ceases to conduct business activity or is removed as an entrepreneur from the Central Registration and Information on Business (CEIDG),
  - 2.3. an order has been issued to seize the Contractor's assets to an extent that prevents the performance of the Agreement,
  - 2.4. information has been obtained about the Contractor's serious financial difficulties, in particular, bailiff seizures or other seizures by authorised bodies with a total value exceeding PLN 200,000.00 (in words: two hundred thousand zloty <sup>00/100</sup>),
  - 2.5. the Contractor has delivered Equipment that does not comply with the terms of the Agreement or has not performed the Agreement in accordance with its provisions or has not performed any accompanying services despite a written request to perform the subject of the Agreement in accordance with the provisions of the Agreement within 7 days
3. In addition, the Ordering Party may withdraw from the Agreement within 30 days from the date of becoming aware that the Contractor has exceeded the deadline for performance of the Agreement by 21 days, without the need to set an additional deadline for performance for the Contractor.



4. Furthermore, in the event of a significant change in circumstances resulting in the performance of the Agreement not being in the public interest, which could not have been foreseen at the time of conclusion of the Agreement, or where the continued performance of the Agreement may jeopardise the fundamental interests of national security or public safety. The Ordering Party may withdraw from the Agreement within 30 days of becoming aware of these circumstances (Article 456(1)(1) of the Public Procurement Law). In this case, the Contractor may only demand remuneration due for the performance of part of the Agreement.
5. The Contractor will not be entitled to compensation or the right to charge a contractual penalty for the Ordering Party's withdrawal from the Agreement due to circumstances attributable to the Contractor or in the event of withdrawal from the Agreement on the basis of paragraphs 2-4 of this section of the Agreement.
6. Withdrawal from the Agreement must be made in writing in order to be valid and must include a justification.
7. The Ordering Party reserves the right to partially withdraw from the Agreement, i.e. in respect of the unperformed or incorrectly performed part of the subject of the Agreement. In such a case, all provisions of the Agreement relating to the correctly performed part will remain in force.
8. Withdrawal from the Agreement will not affect the validity of claims for payment of contractual penalties.

#### **§ 7 Liquidated damages**

1. The Parties reserve the right to claim liquidated damages for non-compliance with this Agreement or improper performance of obligations arising from the Agreement.
2. The Contractor, except where the basis for calculating contractual penalties is its conduct not directly or indirectly related to the subject matter of the Agreement or its proper performance, and subject to paragraph 4 of this section, will pay the Ordering Party liquidated damages in the following amount in the event of:
  - 2.1. withdrawal from the Agreement for reasons attributable to the Contractor in the amount of 10% of the net remuneration specified in paragraph 3(2) of the Agreement;
  - 2.2. non-performance or improper performance of the Agreement – in the amount of 10% of the net remuneration specified in paragraph 3(2) of the Agreement, whereby improper performance of the Agreement means its performance which is contrary to the content of the Agreement or the Contractor's bid, or the provisions of the TSTC together with their appendices, or which does not ensure the achievement of the required parameters, functionality and scope resulting from the TSTC together with their appendices and the usability of the subject of the Agreement;
  - 2.3. delay in the performance of the subject of the Agreement in the amount of 0.2% of the net remuneration specified in paragraph 3(2) of the Agreement for each day of delay, counting from the day following the date of completion of the subject of the Agreement, specified in paragraph 1(5) of the Agreement, not more than 10% of the net value of the subject of the Agreement referred to in paragraph 3(2) of the Agreement,
  - 2.4. delay in removing defects in the subject of the Agreement, identified upon acceptance, in the amount of 0.2% of the net remuneration specified in paragraph 3(2) of the Agreement for each day of delay, counting from the day following the expiry of the deadline set by the Ordering Party for the removal of defects, not more than 10% of the net value of the subject of the Agreement referred to in § 3, paragraph 2 of the Agreement,
  - 2.5. delay in removing defects identified during the warranty or guarantee period in the amount of 0.2% of the net remuneration specified in § 3, paragraph 2 of the Agreement for each day of delay, counting from the day following the deadline (date) determined in accordance with the content of paragraph 5(6) of the Agreement or in a written statement by the Parties, not more however than 10% of the net value of the subject of the Agreement referred to in paragraph 3(2) of the Agreement,

It is stipulated that the total amount of liquidated damages may not exceed 23% of the net remuneration specified in paragraph 3 of the Agreement.

3. The Ordering Party will pay the Contractor liquidated damages in the event of withdrawal from this Agreement by the Contractor for reasons attributable solely to the Ordering Party, in the amount of 10% of the net remuneration specified in paragraph 3(2) of the Agreement.
4. The Parties may claim compensation in excess of the amount of the stipulated liquidated damages on general terms, whereby the liquidated damages specified in paragraph 2 and paragraph 3 above will be credited towards the supplementary compensation claimed by a given Party to the Agreement.
5. The claim for payment of liquidated damages will become due and payable on the day following the day on which the factual circumstances specified in this Agreement, constituting the basis for their calculation, occurred.
6. The Ordering Party may deduct any liquidated damages from the Contractor's receivables, including the amount of remuneration specified in the invoice, to which the Contractor agrees without the need to make a separate statement in this regard.
7. The payment of liquidated damages will not release the Contractor from its obligation to perform the Agreement.

### **§ 8 Representatives of the Parties**

1. The Parties agree that the following persons are authorised to engage in direct contact for the purpose of ensuring the proper performance of the subject matter of the Agreement, its ongoing supervision and verification:
  - 1.1. on the part of the Ordering Party: ..... – *phone no.* ....., *e-mail*: .....
  - 1.2. on the part of the Contractor: ..... – *phone no.* ....., *e-mail*: .....
2. The Parties agree that the persons referred to in paragraph 1 above are not authorised to make decisions regarding changes to the terms of the Agreement, nor to incur new obligations or amend the Agreement, unless the Ordering Party's representative is authorised to represent the Jagiellonian University in Krakow, and the Contractor's representative is a member of the Contractor's Management Board or the Contractor is an entrepreneur conducting business activity, entered in the Central Register and Information on Economic Activity.
3. Ongoing cooperation in the performance of the Agreement will take place during direct meetings at the Ordering Party's premises, by e-mail or by telephone. All correspondence sent by e-mail should be addressed to the e-mail addresses indicated in paragraph 1.
4. In the case referred to in paragraph 3, the date of receipt of a letter by a Party will be the date on which it was sent by e-mail.
5. The provisions of paragraphs 3 and 4 of this section of the Agreement are not applicable to the delivery of statements concerning possible withdrawal from the Agreement or termination of the Agreement.

### **§ 9 Modification of the Agreement**

1. The Parties allow for the possibility of modifying the Agreement after drawing up a protocol of necessities, while maintaining the lump sum nature of the Agreement price, by signing an annex to the Agreement, in the event of circumstances specified in the text of Article 455 (1) (2) – 4 and Article 455 (2) of the Public Procurement Law, and in the following cases and scopes:
  - a) change of the deadline for the performance of the subject of the Agreement (initial and/or final) by shortening or extending it and/or changing the manner of performance by introducing stages of performance (with the possibility of introducing a partial payment corresponding to the value of the stage performed), suspension of performance – for reasons attributable to the Ordering Party, in particular key changes in the project schedule aimed at ensuring the proper implementation of the project, failure to prepare/communicate the place of performance/delivery, absence of the employee responsible for the performance or acceptance of the subject of the Agreement, or for reasons attributable to the equipment manufacturer relating to documented problems with the production or delivery of equipment or other reasons beyond the control of the Parties, including those caused by force majeure within the meaning of § 10 of the Agreement,

- a) extension of the warranty period, in the event of its extension by the manufacturer/Contractor,
  - b) a change in the specific type, model, name, manufacturer of the subject of the Agreement or its components, improvements in quality or other parameters characteristic of a given delivery item, or a change in technology to an equivalent or better one, in particular in the event of the termination of its production or the suspension or withdrawal of its production, after presentation of relevant documents from the manufacturer or distributor, with the reservation that the price specified in § 3 may not be increased and the technical parameters may not be worse than those specified in the bid,
  - c) an update of solutions due to technological progress or changes in applicable regulations.
2. Furthermore, it is acceptable to replace the current Contractor under this Agreement with another entity that meets the conditions for participation in the procedure and is not subject to exclusion from the procedure pursuant to Article 108(1) of the Public Procurement Law and Article 109(1) of the Public Procurement Law within the scope indicated in the procedure documents by the Ordering Party, in the event of a merger, division, transformation, bankruptcy, restructuring, acquisition of the current Contractor or acquisition of its enterprise by the above-mentioned entity.
  3. Notwithstanding the provisions of paragraphs 1 and 2 above, the Parties to the Agreement may make minor changes to the Agreement, which will not constitute a significant change to the Agreement within the meaning of Article 454 paragraph 2 of the Public Procurement Law, by concluding an annex that must be in writing in order to be valid.
  4. Modifications not related to the contractual provisions, e.g. when, for organisational reasons, it is necessary to change the contact details specified in the Agreement, in particular the bank account number of one of the Parties, do not require the conclusion of a written annex to the Agreement, and therefore they will be made by submitting a written statement of the Party concerned by these modifications to the other Party.

#### **§ 10 Force majeure**

1. Force majeure is understood as an event beyond the Contractor's control, not resulting from organisational problems on the part of the Contractor or its subcontractors, the occurrence or effects of which the Contractor could not have foreseen or prevented, or which it could not have counteracted, and which prevent the Contractor from performing, in whole or in part, its obligations under this Agreement or which have a direct impact on the timeliness and manner of performance of the Agreement. The Parties will consider the following, in particular, to be circumstances of force majeure: declared states of natural disaster, including floods and earthquakes, aircraft crashes, general or local strikes, acts of war or the declaration of martial law, terrorist attacks, declared states of emergency, declared states of epidemic threat or declared states of epidemic.
2. If, as a result of force majeure, a Party is unable to perform its contractual obligations in whole or in part, it will immediately notify the other Party thereof. In such a case, the Parties will agree on the manner and rules for the further performance of the Agreement, temporarily suspend its performance, or terminate the Agreement.
3. The deadlines specified in this Agreement will be suspended for the duration of the obstacle caused by force majeure.

#### **§ 11 Final provisions**

1. Neither Party may assign its rights and obligations under this Agreement without the written consent of the other Party. In particular, the Contractor may not assign any claims arising from this Agreement without the prior written consent of the Ordering Party, under pain of nullity.
2. The Parties undertake to notify each other by registered letter of any change of address of their registered office, under pain of considering correspondence sent to the previously known address as effectively delivered.
3. Any amendments or supplements to this Agreement may be made with the consent of the Parties in the form of a written annex, under pain of nullity.

4. In the event of a dispute between the Parties arising from or in connection with the Agreement, the Parties undertake to attempt to resolve it through mediation conducted by Permanent Mediators of the Court of Arbitration at the General Prosecutor's Office of the Republic of Poland, in accordance with the Rules of Procedure of that Court, and only if no settlement is reached before the Permanent Mediator of the Court of Arbitration at the General Prosecutor's Office of the Republic of Poland, the dispute will be submitted for resolution by the common court having jurisdiction over the Ordering Party's registered office.
5. In matters not covered by this Agreement, Polish law will apply, in particular the provisions of the Act of 23 April 1964 Civil Code (i.e. Journal of Laws of 2025, item 1071) and the Act of 11 September 2019 Public Procurement Law (i.e. Journal of Laws of 2024, item 1320, as amended).
6. The possible invalidity of one or more provisions of this Agreement will not affect the validity of the Agreement as a whole, and in such a case, the Parties will replace the invalid provision with a provision consistent with the purpose and other provisions of the Agreement.
7. In the event of any discrepancy between the content of the TSTC and the provisions of the Agreement, and in matters not regulated by this Agreement, priority is given to the provisions of the TSTC and the appendices thereto.
8. This Agreement has been drawn up in writing in accordance with the rules set out in Article 78 and Article 78<sup>1</sup> of the Civil Code, i.e. it has been signed by authorised representatives of both Parties with qualified signatures or handwritten signatures in two (2) counterparts, with one for each Party for each Party, subject to paragraph 8 below.
9. The Parties jointly declare that in the event of this Agreement being concluded in electronic form by means of a qualified electronic signature, which, pursuant to Article 78<sup>1</sup> of the Civil Code, is equivalent to the ordinary written form, the electronic document thus created will constitute confirmation that the Parties have jointly made the declarations of will contained therein, and the date of conclusion will be the date of submission of the last (later) declaration of intent to conclude it by the authorised representatives of each of the Parties.
10. The agreement has been drawn up in two (2) language versions – Polish and English. In the event of any discrepancies between the versions, the Polish version takes precedence<sup>4</sup>.

.....  
**Ordering Party**

.....  
**Contractor**

Appendices to the Agreement:

1. *Appendix 1 – Price calculation for the subject of the Agreement;*
2. *Appendix 2 – Acceptance report;*
3. *Appendix 3 – Data privacy notice;*
4. *Appendix 4 – Sanctions statement.*

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<sup>4</sup> if the Agreement is signed with a foreign contractor

*TSTC – Supply of a set of power supply and control modules for a microscope, and supply of a control system for an SPM microscope, together with software, for the Faculty of Physics, Astronomy and Applied Computer Science at the Jagiellonian University, divided into two parts of the contract.*

*Case reference number 80.272.78.2026*

### ***Appendix 1 to the model Agreement***



### **BID PRICE CALCULATION<sup>5</sup>**

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<sup>5</sup> Depending on the selected bid



/organisational unit/  
Uniwersytet Jagielloński

**ACCEPTANCE PROTOCOL/CONFIRMATION OF PERFORMANCE**

Agreement No. 80.272.78.2026

of .....

Contractor's name:	..... ..... ..... (name, address, Contractor's tax identification number)
Name of delivery	.....

Arrangements concerning the acceptance of the subject of the Agreement:

I. The delivery was made in accordance with the Agreement: YES/NO\* on .....2025.

II. Reservations concerning the acceptance of the subject of the Agreement\*: YES/NO\*

.....  
.....

Date and signature of the representative of the Jagiellonian University	
Date and signature of the representative of the Contractor	

\*- delete as appropriate

### **Appendix 3 to the model Agreement**



#### ***Data privacy notice of the Jagiellonian University for contractors who are natural persons, persons representing contractors, contractors' representatives, and contractors' employees and associates designated as contact persons and responsible for the performance of the agreement***

In accordance with Article 13 and Article 14 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ EU L 2016.119.1) (hereinafter referred to as 'GDPR'), the Jagiellonian University (UJ) hereby informs that:

1. The Controller of your personal data is Jagiellonian University, ul. Gołębia 24, 31-007 Kraków, [www.uj.edu.pl](http://www.uj.edu.pl).
2. The Jagiellonian University has appointed a Data Protection Officer whom you may contact if you have any questions or comments regarding the processing of your personal data and your rights under the personal data protection regulations. Contact details: e-mail address: [iod@uj.edu.pl](mailto:iod@uj.edu.pl) tel. 12 663 12 25
3. The Jagiellonian University may process your data for the following purposes:
  - a) conclusion and performance of the Agreement – pursuant to paragraph 6(1)(b) of the GDPR in the case of a Contractor who is a natural person, persons authorised to represent or acting on the basis of a power of attorney of the Contractor;
  - b) resulting from legitimate legal interests including the performance of the Agreement with the Contractor pursuant to paragraph 6(1)(f) of the GDPR – in the case of a person indicated by the Contractor in connection with the performance of the Agreement;
  - c) fulfilment of legal obligations regarding bookkeeping and tax documentation – pursuant to Article 6(1)(letter c) of the GDPR in conjunction with Article 74(2) of the Accounting Act of 29 September 1994;
  - d) resulting from legitimate legal interests including the establishment, investigation or defence of possible claims arising from the performance of the Agreement, pursuant to Article 6 (1) (f) of the GDPR;
  - e) fulfilment of legal obligations regarding bookkeeping and tax documentation – pursuant to Article 6(1)(letter c) of the GDPR in conjunction with Article 74(2) of the Accounting Act of 29 September 1994;
4. The Jagiellonian University has collected your personal data:
  - a) in the case of a Contractor who is a natural person, persons authorised to represent or acting on the basis of a power of attorney of the Contractor - directly from you. The provision of your personal data is necessary for purposes related to the conclusion and performance of the Agreement.
  - b) in the case of a person indicated by the Contractor in connection with the performance of the Agreement - from the Contractor with whom the Agreement was concluded. The scope of your personal data may include: name and surname, position, place of work, contact details and other data necessary in connection with the performance of the Agreement.
5. Your personal data may be made available to entities authorised to receive it on the basis of generally applicable law.
6. Your personal data will not be transferred outside the European Economic Area or to international organisations.
7. Your personal data will be stored for the duration of the Agreement concluded with the Contractor, and then for the period required by the relevant provisions of law regarding the



storage of documentation or for the period of limitation of claims specified in the provisions of law.

8. You have the right to: obtain information about the processing of personal data and your rights under the GDPR, access and rectify your data, and the right to erase personal data from the controller's files (unless further processing is necessary to fulfil a legal obligation or to establish, pursue or defend claims), and the right to restrict processing, transfer data, and object to processing – in the cases and under the conditions specified in the GDPR.
9. You have the right to lodge a complaint with the President of the Personal Data Protection Office.
10. You will not be subject to decisions made in an automated manner (without human intervention). Your personal data will also not be used for profiling.

***Appendix 3 to the model Agreement***

**DECLARATION**

.....

***by entering into a public procurement agreement in the proceedings regarding ....., case no.: 80.272.78.2026***

represented by ....., in connection with the entry into force on April 16, 2022, of the Act of April 13, 2022, on special measures to counteract support for aggression against Ukraine and to protect national security (Journal of Laws of 2025, Item 514, as amended), declares that it is not subject to exclusion pursuant to paragraph 7 of the Act of April 13, 2022, on special measures to counteract support for aggression against Ukraine and to protect national security (Dz.U. [Journal of Laws] of 2025, item 514, as amended), i.e.:

1) is not a Contractor listed in the lists set out in Regulation 765/2006 and Regulation 269/2014 or listed on the basis of a decision on inclusion in the list determining the application of the measure referred to in Article 1(3) of the cited Act;

2) is not a Contractor whose beneficial owner, within the meaning of the Act of March 1, 2018, on counteracting money laundering and terrorist financing (Dz.U. [Journal of Laws] of 2025, Item 644, as amended) shall be a person listed in the lists set forth in Regulation 765/2006 and Regulation 269/2014, or listed or being such a beneficial owner as of February 24, 2022, provided that he has been listed on the basis of a decision on listing resolving the measure referred to in Article 1 (3) of the Law;

3) is not a contractor whose parent entity within the meaning of Article 3(1)(37) of the Accounting Act of 29 September 1994 (Journal of Laws of 2023, items 120, 295 and 1598, and of 2024, items 619, 1685 and 1863), is an entity listed in the registers specified in Regulation 765/2006 and Regulation 269/2014 or entered in the register or being such a parent entity as of 24 February 2022, provided that it has been included in the list on the basis of a decision on inclusion in the list determining the application of the measure referred to in Article 1(3) of the aforementioned Act.

At the same time, the Contractor declares that all information provided in the above statements is current and true, and has been presented with full awareness of the consequences of misleading the ordering party when presenting information.

**Should any of the circumstances described above arise, I undertake to notify the Ordering Party immediately.**

.....

/signature of the Contractor

### ***Appendix A to the TSTC – Description of the subject of the contract***

#### **DESCRIPTION OF THE SUBJECT OF THE CONTRACT, PART 1 OF THE CONTRACT**

**PL:** Przedmiotem zamówienia jest dostawa zestawu modułów zasilająco-sterujących do mikroskopu SPM (ang. Scanning Probe Microscopy). Przedmiot zamówienia musi obejmować wszystkie wymagane elementy oraz umożliwiać adaptację do aparatury Zamawiającego tzn. mikroskopu Omicron LT AFM/STM UHV (ang. Low Temperature Atomic Force Microscope / Scanning Tunneling Microscope Ultra High Vacuum) version 2.1 model 062 oraz kontrolera Nanonis BP4 (składającego się z RC4 (0746), SC4 (1668)) wraz z układem OC4 (2350). Zestaw zasilająco- sterujący może być zrealizowany jako zestaw niezależnych modułów lub być zrealizowany jako zintegrowany układ modułów o ekwiwalentnej funkcjonalności.

**EN:** The subject of the contract is the delivery of a power supply and control unit set for an SPM microscope (Scanning Probe Microscopy). The subject of the contract must include all required components and enable adaptation to the contracting authority's equipment, i.e. the Omicron LT AFM/STM UHV microscope (Low Temperature Atomic Force Microscope / Scanning Tunneling Microscope Ultra High Vacuum), version 2.1, model 062 and microscope controller Nanonis BP4 (consisting of RC4 (0746), SC4 (1668)) and OC4 (2350). The power supply and control unit set may be implemented either as a set of independent modules or as an integrated system of modules with equivalent functionality.

**PL:** Zestaw musi zawierać wszystkie poniższe elementy i spełniać poniższe wymagania:

**EN:** The set must contain all following items and meet the requirements:

- |    |  |
|----|--|
| A) | <p><b>PL:</b> Moduł zasilacza wysokiego napięcia. Moduł musi zapewniać stabilne i niskoszumowe napięcie zasilania dla urządzeń wykonawczych tj. wzmacniaczy wysokiego napięcia oraz sterowania silników piezoelektrycznych mikroskopu np. w układzie pozycjonowania sondy i próbki. Cechy wymagane:</p> <ul style="list-style-type: none"> <li>a) Stabilizowana liniowo regulacja napięcia wyjściowego.</li> <li>b) Konstrukcja minimalizująca zakłócenia elektromagnetyczne (np. ekranowany transformator toroidalny lub równoważne rozwiązanie).</li> <li>c) Wbudowany system zabezpieczeń, w tym zabezpieczenie przed przegrzaniem.</li> <li>d) Możliwość jednoczesnego zasilania przynajmniej dwóch urządzeń wykonawczych.</li> </ul> <p>Zamawiający dopuszcza zaoferowanie urządzenia Nanonis HVS4 High Voltage Power Supply lub rozwiązania równoważnego o parametrach technicznych i funkcjonalnych nie gorszych niż określone powyżej.</p> <p><b>EN:</b> High-voltage power supply module. The module must provide stable and low-noise supply voltage for actuator devices, such as high-voltage amplifiers and piezoelectric motor controllers used in the microscope, for example in the probe and sample positioning system.</p> |
|----|--|

	<p>Required features:</p> <ul style="list-style-type: none"> <li>a) Linearly stabilized output voltage regulation.</li> <li>b) Design minimizing electromagnetic interference (e.g., a shielded toroidal transformer or an equivalent solution).</li> <li>c) Integrated protection system, including over-temperature protection.</li> <li>d) Capability to power at least two actuator devices simultaneously.</li> </ul> <p>The Contracting Authority allows the delivery of Nanonis HVS4 High Voltage Power Supply or an equivalent solution with technical and functional parameters not worse than those specified above.</p>
B)	<p><b>PL:</b> Moduł wzmacniacza wysokiego napięcia. Urządzenie musi umożliwiać precyzyjne wzmacnianie sygnałów sterujących elementami piezoelektrycznymi. Cechy wymagane:</p> <ul style="list-style-type: none"> <li>a) co najmniej 6 niezależnych kanałów wzmacniających, przeznaczonych do sterowania osiami <math>\pm X</math>, <math>\pm Y</math>, <math>Z</math> oraz kanałem pomocniczym (AUX),</li> <li>b) pasmo przenoszenia nie mniejsze niż 2 kHz,</li> <li>c) przełączalne wzmocnienie co najmniej: 1, 4, 7 oraz 14,</li> <li>d) możliwość sterowania i konfiguracji wzmocnienia poprzez interfejs cyfrowy z poziomu oprogramowania systemu sterowania,</li> </ul> <p>Zamawiający dopuszcza zaoferowanie urządzenia Nanonis HVA4-0214 High Voltage Amplifier lub rozwiązania równoważnego o parametrach technicznych i funkcjonalnych nie gorszych niż określone powyżej.</p> <p><b>EN:</b> High-voltage amplifier module. The device must enable precise amplification of control signals used to drive piezoelectric actuators. Required features:</p> <ul style="list-style-type: none"> <li>a) at least 6 independent amplification channels, intended for controlling the <math>\pm X</math>, <math>\pm Y</math>, <math>Z</math> axes and an auxiliary (AUX) channel,</li> <li>b) bandwidth not less than 2 kHz,</li> <li>c) switchable gain of at least 1, 4, 7, and 14,</li> <li>d) capability to control and configure the gain via a digital interface from the control system software.</li> </ul> <p>The Contracting Authority allows the submission of the Nanonis HVA4-0214 High Voltage Amplifier or an equivalent solution with technical and functional parameters not worse than those specified above.</p>
C)	<p><b>PL:</b> Moduł sterowania silników piezoelektrycznych mikroskopu np. w układzie pozycjonowania sondy i próbki. Cechy wymagane:</p> <ul style="list-style-type: none"> <li>a) co najmniej 8 kanałów sterowania silnikami piezoelektrycznymi,</li> <li>b) wbudowany generator wysokiego napięcia o napięciu wyjściowym do 400 V oraz maksymalnym prądzie do 4 A,</li> <li>c) ograniczenie prądu do 4 A przystosowane do pracy z silnikami piezoelektrycznymi typu stick-slip stosowanymi w mikroskopach Omicron,</li> <li>d) możliwość sterowania z poziomu oprogramowania systemu sterowania mikroskopem oraz dedykowanego manipulatora (ang. handset). Dedykowany manipulator musi być dostarczony wraz z modulem.</li> </ul> <p>Zamawiający dopuszcza zaoferowanie urządzenia Nanonis PMD4aO Piezo Motor Driver Omicron lub rozwiązania równoważnego o parametrach technicznych i funkcjonalnych nie gorszych niż określone powyżej.</p>

	<p><b>EN:</b> Piezoelectric motor control module for the microscope, e.g. in the probe and sample positioning system. Required features:</p> <ul style="list-style-type: none"> <li>a) at least 8 channels for controlling piezoelectric motors,</li> <li>b) integrated high-voltage generator with output voltage up to 400 V and maximum current up to 4 A,</li> <li>c) current limitation to 4 A, suitable for operation with stick-slip piezoelectric motors used in Omicron microscopes,</li> <li>d) capability of control via the microscope control system software and a dedicated handset. The dedicated handset must be delivered with the module.</li> </ul> <p>The Contracting Authority allows the submission of the Nanonis PMD4aO Piezo Motor Driver Omicron device or an equivalent solution with technical and functional parameters not worse than those specified above.</p>
D	<p><b>PL:</b> Moduł adaptujący zestaw zasilająco-sterujący do mikroskopu Omicron LT AFM/STM UHV microscope (Low Temperature Atomic Force Microscope / Scanning Tunneling Microscope Ultra High Vacuum), version 2.1, model 062. Cechy wymagane:</p> <ul style="list-style-type: none"> <li>a) zasilanie odpowiednie dla przedwzmacniaczy stosowanych w ww. mikroskopie,</li> <li>b) przełącznik wzmocnienia przedwzmacniacza prądowego,</li> <li>c) możliwość integracji bez konieczności modyfikacji istniejącej aparatury.</li> </ul> <p>Zamawiający dopuszcza zaoferowanie zestawu Nanonis AKOM Adaptation Kit Omicron SPM lub rozwiązania równoważnego o parametrach technicznych i funkcjonalnych nie gorszych niż określone powyżej.</p> <p><b>EN:</b> Adaptation module for the power supply and control set enabling integration with the Omicron LT AFM/STM UHV microscope (Low Temperature Atomic Force Microscope / Scanning Tunneling Microscope Ultra High Vacuum), version 2.1, model 062. Required features:</p> <ul style="list-style-type: none"> <li>a) power supply suitable for preamplifiers used in the above microscope,</li> <li>b) current preamplifier gain switch,</li> <li>c) capability of integration without the need to modify existing instrumentation.</li> </ul> <p>The Contracting Authority allows the submission of the Nanonis AKOM Adaptation Kit Omicron SPM or an equivalent solution with technical and functional parameters not worse than those specified above.</p>

## OPIS PRZEDMIOTU ZAMÓWIENIA CZĘŚĆ 2 ZAMÓWIENIA

<p><b>PL:</b> Przedmiotem zamówienia jest dostawa układu sterowania do mikroskopu SPM (ang. Scanning Probe Microscopy) wraz z oprogramowaniem. Przedmiot zamówienia musi obejmować wszystkie wymagane elementy oraz umożliwiać zastąpienie układu sterowania obecnie posiadanego przez Zamawiającego tj. NANONIS RC4 (0357), SC4 (1668) OC4 (2350). Przedmiot zamówienia może być zrealizowany jako zestaw niezależnych modułów lub być zrealizowany jako zintegrowany układ modułów o ekwiwalentnej funkcjonalności.</p> <p><b>EN:</b> The subject of the contract is the delivery of a control system for an SPM microscope (Scanning Probe Microscopy). The subject of the contract must include all required components and enable exchange of the control system currently owned by the Contracting Authority i.e. NANONIS RC4 (0357), SC4 (1668) OC4 (2350). The subject of the order may be implemented as a set of independent modules or may be implemented as an integrated system of modules with equivalent functionality.</p>	
<p><b>PL:</b> Układ sterowania musi zawierać wszystkie poniższe elementy i spełniać poniższe wymagania:</p>	
<p><b>EN:</b> The control system must contain all following items and meet the requirements:</p>	
	<p><b>PL:</b> Układ sterowania czasu rzeczywistego i akwizycji danych dedykowany do mikroskopów STM/AFM wraz z dedykowanym oprogramowaniem. Dedykowany kontroler oscylacji (ang. Oscillation Controller) kompatybilny sprzętowo i programowo z układem sterowania odpowiedzialny za kontrolę modów pracy mikroskopu tj. dynamic AFM, multifrequency AFM oraz funkcję PLL (ang. Phase Locked Loop).</p> <p>Zamawiający dopuszcza zaoferowanie urządzenia Nanonis BP5e Control System Base Package for STM and AFM wraz z układem Nanonis OC4 lub rozwiązania równoważnego o parametrach technicznych i funkcjonalnych nie gorszych niż określone poniżej.</p> <p><b>EN:</b> A real-time control and data acquisition system dedicated to STM/AFM microscopes, including dedicated software. Dedicated Oscillation Controller, hardware- and software-compatible with the control system, responsible for controlling the microscope operating modes, i.e., dynamic AFM, multifrequency AFM, and providing the PLL (Phase Locked Loop) function.</p> <p>The Contracting Authority allows the delivery of Nanonis BP5e Control System Base Package for STM and AFM together with Nanonis OC4 or an equivalent solution with technical and functional parameters not worse than those specified below.</p>
<p style="text-align: center;"><b>PL:</b> Wymagania dotyczące układu sterowania. <b>EN:</b> Control system requirements.</p>	
	<p><b>PL:</b></p> <p>1) Muszą być możliwe wszystkie funkcje dla podstawowych zastosowań SPM, w szczególności STM oraz AFM w trybie bezkontaktowym.</p>

2) Musi być zapewniona kompletna platforma obejmująca kondycjonowanie sygnałów oraz konwersję AD/DA do FPGA, przetwarzanie sygnałów w czasie rzeczywistym, a także graficzny interfejs użytkownika.
3) Musi być zintegrowana stabilizacja temperaturowa zapewniająca minimalny dryft (poniżej 1,5 $\mu\text{V}$ przy 0 V w czasie 12 godzin) oraz niski szum niskoczęstotliwościowy (poniżej 1 $\mu\text{V}$ p-p w zakresie wyjściowym $\pm 10$ V, pasmo 0,1–10 Hz).
4) Musi być zagwarantowany szum wyjściowy poniżej 25 nV/ $\sqrt{\text{Hz}}$ w pełnym zakresie wyjściowym $\pm 10$ V. Sprzęt musi posiadać przetworniki DAC 20-bitowe o dokładności 1 ppm oraz rozdzielczości 22-bitowej na wszystkich wyjściach, z maksymalną rozdzielczością dostępną w pełnym zakresie wyjściowym i przy pełnym paśmie wyjściowym.
5) Kontroler musi obsługiwać 128 sygnałów „live”; 24 sygnały muszą być jednocześnie dostępne do akwizycji danych.
6) Musi zostać dostarczona licencja na oprogramowanie SPM w pakiecie bazowym oparte na LabVIEW.
7) Oprogramowanie musi być w pełni kompatybilne ze sprzętem pakietu bazowego (kontroler czasu rzeczywistego i kondycjonowanie sygnałów) obsługującym 128 sygnałów „live”; 24 sygnały muszą być w każdym momencie jednocześnie dostępne do akwizycji danych.
8) Oprogramowanie musi umożliwiać wykonywanie operacji matematycznych pomiędzy sygnałami w czasie rzeczywistym.
9) Muszą być dostępne funkcje skanowania dużych prędkości oraz skanowania wieloprzebiegowego (multi-pass), jak również spektroskopia dużych prędkości.
10) Musi być dostępny tryb szybkiego skanowania do 1 Mpix/s oraz do 50 klatek/s dla obrazu 100×100 pikseli.
11) Musi być możliwa szybka spektroskopia z próbkowaniem do 1 MS/s na maksymalnie 8 kanałach.
12) Musi być możliwe wykorzystanie dowolnego wyjścia do spektroskopii oraz trybu spektroskopii czasowej.
13) Musi być możliwe zastosowanie wyzwalania TTL poprzez szybkie wyjścia cyfrowe podczas spektroskopii.
14) Musi być możliwe ciągłe logowanie danych do 100 mln punktów na plik oraz do 8 kanałów z częstotliwością do 20 kS/s.
15) Sterowanie skanem musi obejmować możliwość wklejenia do 50 obrazów w tle.
16) Interfejs musi być w pełni asynchroniczny i umożliwiać wielozadaniowość.
17) Sterowanie skanem musi być interaktywne i posiadać funkcję łatwej nawigacji.
18) Kontroler osi Z musi być wysoko konfigurowalny, z funkcją SafeTip służącą ochronie przed zderzeniem końcówki z próbką, o możliwie najkrótszym czasie reakcji i wyzwalaną dowolnym wybranym sygnałem.
19) Muszą być możliwe operacje matematyczne na sygnale wejściowym (np. log, abs) oraz pomiędzy sygnałami sprzężenia zwrotnego (np. suma, mnożenie, ...).
20) Musi być możliwe wyznaczanie napięć wyjściowych na podstawie operacji matematycznych, tak aby wiele wyjść mogło być rampowanych jednocześnie przy stałej zależności pomiędzy kanałami.
21) Muszą być dostępne oscyloskopy, analizator widma (FFT), rejestratory danych, wykresy i grafy.
22) Musi być możliwa zaawansowana spektroskopia w punktach, po liniach, w chmurze punktów, na siatce lub w trybie łączonym skan–siatka, definiowanych przez użytkownika.
23) Cyfrowa pętla PLL o paśmie od 100 Hz do 5 MHz, szerokim zakresie wzmocnienia

<p>wejściowego (0,1–1000) i zmiennym zakresie wyjściowym dla optymalnej kontroli oscylatora</p> <p><b>EN:</b></p> <ol style="list-style-type: none"> <li>1) All functions for fundamental SPM applications, in particular STM and non-contact mode AFM must be possible</li> <li>2) Complete framework with signal conditioning and AD/DA conversion to FPGA and real-time signal processing as well as a graphical user-interface must be included</li> <li>3) Temperature stabilization for lowest drift (below 1.5 <math>\mu\text{V}</math> at 0 V during 12 hours) and low-frequency noise (below 1 <math>\mu\text{V}</math> p-p at <math>\pm 10</math> V output range, bandwidth 0.1-10 Hz) must be integrated</li> <li>4) Output noise of below 25 nV/<math>\sqrt{\text{Hz}}</math> at full <math>\pm 10</math> V output range must be guaranteed</li> <li>Hardware must have 20-bit, 1-ppm DACs, 22-bit on all outputs, with maximum resolution available on full output range and at full output bandwidth</li> <li>5) Controller must support 128 live signals; 24 signals must be available simultaneously for data acquisition</li> <li>6) License for LabView based base package SPM software must be provided</li> <li>7) Software must be fully compatible with the real time controller and signal conditioning base package hardware which supports 128 live signals; 24 signals must be available simultaneously for data acquisition at any time</li> <li>8) Software must allow for mathematical operations to be performed between signals in real-time</li> <li>9) High-speed and multi-pass scanning ability as well as high-speed spectroscopy must be included</li> <li>10) Fast scan mode with up to 1 Mpix/s, up to 50 frames/s with a 100x100 pixel image must be included</li> <li>11) High-speed spectroscopy with up to 1 MS/s on up to 8 channels must be possible</li> <li>12) It must be possible to use any output for spectroscopy and time spectroscopy mode,</li> <li>13) It must be possible to apply TTL-triggering over high-speed digital outputs during spectroscopy</li> <li>14) Continuous data logging with up to 100 M points per file and up to 8 channels at up to 20 kS/s must be possible</li> <li>15) Scan control must include possibility to past up to 50 images in the background</li> <li>16) Interface must be fully asynchronous and allow for multitasking</li> <li>17) Scan control must be interactive with easy navigation function</li> <li>18) Z-controller must be highly configurable with SafeTip functionality for protection against tip crashes with shortest reaction time and triggered by any desired signal.</li> <li>19) Mathematical operations of input signal (log, abs) and between feedback signals (sum, multiplication) must be possible</li> <li>20) It must be possible to have possibility for output voltages to be determined by mathematical operations so that multiple outputs could be ramped simultaneously with a fixed relationship between channels</li> <li>21) Oscilloscopes, spectrum analyzer (FFT), data loggers, charts and graphs must be included</li> <li>22) Advanced spectroscopy at user-defined point, line, cloud, grid or combined scan-grid must be possible</li> <li>23) Digital PLL with 100 Hz to 5 MHz bandwidth, wide input gain range (0.1-1000) and variable output range for optimal oscillator control</li> </ol>
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