
	PUBLIC PROCUREMENT DEPARTMENT JAGIELLONIAN UNIVERSITY ul. Straszewskiego 25/3 i 4, 31-113 Kraków tel. +4812-663-39-03 e-mail: bzp@uj.edu.pl https://www.uj.edu.pl ; https://przetargi.uj.edu.pl	
---	---	---

Kraków, 13.04.2026 r.

INVITATION TO TENDER
hereinafter referred to as “Invitation”,

Chapter I – Name (business name) and address of the Contracting Authority

1. Uniwersytet Jagielloński, ul. Gołębia 24, 31-007 Kraków.
2. Unit managing the case:
 - 2.1 Public Procurement Department - Dział Zamówień Publicznych, ul. Straszewskiego 25/3 i 4, 31-113 Kraków, tel.: +4812 663-39-03;
office hours: Monday-Friday; 7:30 AM to 3:30 PM; excluding public holidays;
 - 2.2 address of the website for the proceedings, where amendments and clarifications to the content of the Invitation to Tender and other contract documents directly related to the proceedings will be published: <https://www.uj.edu.pl>; <https://przetargi.uj.edu.pl>

Chapter II – Award mode

1. The procedure for the award of a contract in the field of science is conducted by means of the procedure for the publication of an invitation to tender pursuant to Article 11(5)(1) of the Act of 11 September 2019 - Public Procurement Law (consolidated text, Journal of Laws of 2024, item 1320 as amended), hereinafter called the “PPL Act”, and the Act of 23 April 1964 on the Civil Code (consolidated text, Journal of Laws of 2025 item 1071 as amended).
2. The provisions set out in this Invitation shall apply to the actions taken by the contracting party, hereinafter referred to as the “Contracting Authority”, and the interested party, hereinafter referred to as the “Contractor”, in the procurement procedure.

Chapter III – Description of the subject of the contract

1. The subject of the procedure and the contract is purchase and delivery of a 2D material transfer station for the Faculty of Physics, Astronomy and Applied Computer Science of the Jagiellonian University, located at Prof. Stanisława Łojasiewicza Street in Kraków (postcode: 30-348).
2. The contract is implemented under the project funded by the National Science Centre (NCN) entitled “*Integration of Organic Nanostructures and Low-Dimensional Devices Compatible with Scanning Tunneling Microscopy.*”
3. A detailed description of the subject of the contract, including the required minimum technical, functional, operational and quantitative parameters, is set out in Appendix A to the Invitation.
4. General requirements:
 - 4.1 The Contractor must offer the subject of the contract in compliance with the requirements specified by the contracting authority in the Invitation and its annexes. The contractor is required to specify in Annex No. 2 to the offer form (CONTENT OF THE OFFER) the model, name (manufacturer's company) of the proposed equipment, quantity, and submit with the offer the relevant evidence referred to below.
 - 4.2 The Contractor must ensure the execution of the contract within the deadline specified in Chapter V.
 - 4.3 The Contractor must submit a price calculation of the offer, prepared in accordance with the Invitation, taking into account in particular the costs of transport, insurance, and delivery of the equipment to the Contracting Authority's unit – the Department of Nanostructure Physics and Nanotechnology, Institute of Physics, ul. Łojasiewicza 11, 30-348 Kraków.

- 4.4 The Contractor must ensure the deadline, method, and terms of payment referred to in the draft contractual provisions (template contract).
- 4.5 The Contractor must offer a warranty and service response time of at least the minimum level specified in Annex A to the Invitation and in the draft contractual provisions (contract template).
- 4.6 The terms of service and warranty (statutory warranty) are also specified in the draft contractual provisions (contract template).
5. Submission of equivalent offers – the subject of the contract has been described in a precise and clear manner, without indicating trademarks, patents, or origin, source, or any specific process that would characterize products supplied by a particular contractor.
6. Description of the Subject of the Contract in Accordance with the Common Procurement Vocabulary (CPV): 38500000-0 – *Inspection and testing equipment*.

Chapter IV – Objective evidence (submitted with the tender)

1. The Contracting Authority requires the following qualitative evidence to be submitted along with the bid:
 - 1.1 Technical description/s prepared by the manufacturer and/or printouts from the manufacturer's websites, or manufacturer catalogs, allowing for the assessment of the compliance of the offered devices and their technical and functional parameters with the requirements of the Invitation. The Contracting Authority allows to submit these documents (evidence) in English.
2. If the Contractor has not submitted the evidence or the submitted evidence is incomplete, the Contracting Authority calls for its submission or supplementation within the specified time, not less than two (2) business days.
3. The Contracting Authority may request the Contractors to provide explanations regarding the content of the qualitative evidence.

Chapter V – Contract fulfilment deadline

1. The subject of the contract together with all accompanying services, must be completed within a period of ***up to 90 days, counting from the date of award of the contract, i.e. conclusion of the Contract.***
2. The Contractor shall ensure that it is ready to perform the contract on the date of conclusion of the contract.

Chapter VI – Grounds for exclusion of the Contractor and rejection of bids

1. The Contracting Authority will exclude the Contractor from the procedure, if the Contractor:
 - 1.1 is a natural person who has been validly convicted of an offence:
 - 1.1.1 involving participation in an organised criminal group or association with the aim of committing a criminal or fiscal offence referred to in Article 258 of the Criminal Code,
 - 1.1.2 involving trafficking in human beings as referred to in Article 189a of the Criminal Code,
 - 1.1.3 as referred to in Article 228-230a, Article 250a of the Criminal Code or in Article 46-48 of the Sports Act of 25 June 2010 (Journal of Laws of 2022, item 1599 and 2185) or in Article 54(1) to (4) of the Act on reimbursement of medicines, foodstuffs for special nutritional purposes and medical devices of 12 May 2011 (Journal of Laws, of 2023, item 826),
 - 1.1.4 involving financing a terrorist offence referred to in Article 165a of the Criminal Code, or an offence involving preventing or hindering the ascertainment of criminal origin of money or concealment of its origin, as referred to in Article 299 of the Criminal Code,
 - 1.1.5 of a terrorist nature, as referred to in Article 115 § 20 of the Criminal Code, or with the aim of committing this offence,

- 1.1.6 involving entrusting work to a minor foreigner referred to in Article 9(2) of the Act of 15 June 2012 on the effects of entrusting work to foreigners unlawfully residing on the territory of the Republic of Poland (Journal of Laws of 2021, item 1745),
 - 1.1.7 against economic turnover as referred to in Articles 296-307 of the Criminal Code, an offence of fraud as referred to in Article 286 of the Criminal Code, an offence against the reliability of documents as referred to in Articles 270-277d of the Criminal Code, or a fiscal offence,
 - 1.1.8 as referred to in Article 9(1) and (3) or Article 10 of the Act of 15 June 2012 on the consequences of delegating work to foreigners unlawfully residing on the territory of the Republic of Poland,
– or for a relevant prohibited act as defined in the provisions of foreign law;
- 1.2 if an incumbent member of its management or supervisory body, a partner in a general partnership or other partnership, or a general partner in a limited partnership or a limited joint-stock partnership, or a proxy, has been validly convicted of an offence referred to in point 1.1.1 above;
- 1.3 against whom a final court judgement or a final administrative decision on overdue payment of taxes, fees or social or health insurance contributions has been issued, unless the Contractor, respectively before the deadline for submission of requests to participate or before the deadline for submission of tenders, has paid the taxes, fees or social or health insurance contributions due, together with interest or fines, or has entered into a binding agreement on the repayment of those receivables;
- 1.4 has been validly banned from competing for a public contract;
- 1.5 if the Contracting Authority can establish, based on reliable grounds, that the Contractor entered into an agreement with other contractors aimed at distorting competition, in particular if they belonged to the same capital group within the meaning of the Act of 16 February 2007 on competition and consumer protection, and submitted separate tenders, partial tenders or requests to participate in the procedure, unless they prove that they prepared those tenders or requests independently of each other;
- 1.6 in the cases referred to in Article 85(1) of the Act, there has been a distortion of competition resulting from previous involvement of that Contractor or of an entity which is a member of the same group with the contractor within the meaning of the Act on Competition and Consumer Protection of 16 February 2007, unless the distortion of competition caused thereby can be eliminated otherwise than by excluding the contractor from participation in the procurement procedure;
- 1.7 if the circumstances arise as described in Article 7(1) of the Act of 13 April 2022 on special solutions to counteract support for aggression against Ukraine and to protect national security (consolidated text, Journal of Laws of 2025, item 514).
2. The tender of an excluded contractor shall be deemed to have been rejected.
3. The Contracting Authority will reject a tender in particular if it has been submitted after the deadline for submission of tenders or if it does not comply with the requirements of the invitation to tender or there are other justified circumstances which make it incompatible with the applicable regulations.

Chapter VII – List of declarations and documents to be provided by Contractors in order to confirm the fulfilment of the conditions for participation in the procedure and the absence of grounds for exclusion

1. Declarations to be submitted mandatorily with the tender:
 - 1.1 in order to confirm that there are no grounds for exclusion referred to in Chapter VI of this Invitation, the Contractor must attach to its tender a declaration that it is not subject to exclusion, according to the template constituting Annex No. 1 to the tender form;
2. If the contractor has not submitted a statement on not being subject to exclusion or meeting the conditions for participation in the procedure, other documents or statements submitted in the procedure or if they are incomplete or contain errors, the Contracting Authority shall call upon

the contractor to submit, correct or supplement them respectively within the time limit which shall not be shorter than two (2) working days, unless the contractor's tender is subject to rejection irrespective of their submission, supplement or correction, or there are the prerequisites for invalidating the procedure.

Chapter VIII – Information on the manner of communication between the Contracting Authority and Contractors and the transmission of statements and documents, as well as the indication of persons authorised to communicate with Contractors

1. Communication between the contracting authority and the contractor shall take place exclusively by e-mail via: kk.gorczyca@uj.edu.pl
2. If the Contracting Authority or the Contractor transmits any documents or information by electronic means, each party shall, upon request of the other, immediately acknowledge receipt.
3. Before submitting their tenders, Contractors may send their comments on the content of this Invitation to the Contracting Authority. In justified cases, taking into account the comments sent, the Contracting Authority may amend the content of this Invitation and extend the deadline for the submission of tenders accordingly.
4. The person authorised to communicate with contractors in formal and legal terms is **Karolina Gorczyca**, e-mail: kk.gorczyca@uj.edu.pl

Chapter IX – Tender binding term

1. The Contractor shall be bound by the submitted tender up to 30 days, counting from the date of expiry of the deadline for submission of tenders.
2. In the event that the selection of the most advantageous tender does not take place before the expiry of the time limit for being bound by a tender as specified in the Invitation, the Contracting Authority shall, before the expiry of the time limit for being bound by a tender, request the contractors to agree to an extension of that time limit by the period indicated by the Contracting Authority.
3. Extension of the time limit for being bound by a tender as referred to in item 2 shall require a written declaration of consent by the contractor to extend the time limit for being bound by a tender.

Chapter – Description of manner of tender preparation

1. Each Contractor may submit only one tender for the execution of the entire subject matter of the contract.
2. The tender shall be submitted using the form and in the manner described in this Invitation.
3. It is permissible for two or more entities to submit a tender jointly for the award of a public contract under the terms described below in item 7.
4. The tender must be written in Polish or English.
5. A tender and all its appendices 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 of Business Activity and Information or in another relevant register. An excerpt from the National Court Register (KRS) or Central Register of Business Activity and Information (CEiDG) or another relevant document shall be attached by the contractor together with the tender, unless the contracting authority can obtain them using free and publicly available databases and the contractor has provided details enabling access to these documents in the content of the tender. If a person whose power of attorney does not derive from the aforementioned documents acts on behalf of the economic operator, the contractor shall submit, together with the tender, a power of attorney or other document confirming the authority to represent the contractor.
6. The tender shall be submitted in the form of a hand-signed scan or as the original document in electronic form using a qualified electronic signature or in electronic form with a trusted signature or a personal signature.
7. If a tender is submitted by contractors competing jointly for the award of the contract or if the contractor is represented by a proxy, the tender must be accompanied by a power of attorney. A

- power of attorney should be submitted together with a document confirming the powers to issue a power of attorney.
8. A tender and its annexes, which form an integral part of the tender, must be drawn up by the contractor in accordance with the provisions of this invitation and its annexes, and in particular must include:
 - 8.1 the tender form and its annexes, including:
 - 8.1.1 a declaration of the contractor not being subject to exclusion - Annex 1 to the tender form;
 - 8.1.2 individual bid's price calculation, prepared in accordance with the provisions of the Invitation;
 - 8.1.3 a power of attorney or other document evidencing authorisation to represent the contractor;
 - 8.1.4 qualitative evidence, in accordance with Chapter IV;
 - 8.1.5 Information from National Court Register (KRS) or the Central Register and Information of Business Activity (CEiDG) or information from a relevant register - unless data for publicly available databases are provided in the bid.
 9. If the contractor reserves the right not to disclose to other participants in the proceedings information constituting a business secret within the meaning of the provisions on counteracting unfair competition, it shall make a relevant declaration in the content of the tender containing a list of the reserved documents and the reasons for their classification. Documents classified as 'Restricted Documents' must be attached together with the above-mentioned declaration at the end of the tender.
 10. Any costs associated with the preparation and submission of the tender shall be borne by the Contractor.

Chapter XI – Place and date for submission and opening of tenders

1. Tenders must be submitted ***until 5th May 2026, by 10:00 AM***, at the e-mail address: kk.gorczyca@uj.edu.pl with an indication of the contractor and ***indicating in the title of the e-mail the case number/reference - 80.272.71.2026 - and the name of the procedure: “Tender purchase and delivery of a 2D material transfer station for the needs of the Faculty of Physics, Astronomy and Applied Computer Science of the Jagiellonian University.”***.

Chapter XII – Description of price calculation

1. The total price of the bid, for the entire subject of the contract, shall be expressed in euro (EUR). The price must cover all the terms and requirements of the Invitation along with the appendices.
2. The total price for the execution of the entire subject of the contract must include all costs related to its proper implementation [in particular, the costs of transportation, insurance, delivery, warranty costs – in accordance with the Invitation and the draft contractual provisions, as well as customs duties (if applicable)], as well as any discounts, rebates, etc., that the contractor intends to offer.
3. The total price given in the calculation of the offer price shall correspond to the price given by the Contractor in the bid form.
4. The pre-payments or advance payments are stipulated for executing the subject of the contract.
5. Prices must be quoted and calculated to two decimal places (rounding rule: decimal places under 5 should be omitted, above and equal to 5 should be rounded up).
6. If an offer has been submitted whose selection would result in the Contracting Authority being obliged to account for value added tax in accordance with the Act of 11 March 2004 on Goods and Services Tax (Journal of Laws of 2024, items 361 and 852), for the purposes of applying the price or cost criterion the Contracting Authority shall add to the price presented in that offer the amount of value added tax which it would be obliged to settle.
7. When submitting a tender, the Contractor shall inform the Contracting Authority whether its selection would lead to the Contracting Authority's tax liability, indicating the name (type) of the goods or services whose supply or provision will lead to such tax, and indicating their value without the amount of tax.

8. In order to compare tenders, the Contracting Authority will convert the value of the tender into PLN, adopting the average exchange rate of foreign currencies (Table A) published by the National Bank of Poland on the tender opening date.

Chapter XIII – Description of the activities and criteria to be followed by the Contracting Authority when selecting the most advantageous tender

1. Tender evaluation criteria and negotiations:
 - 1.1 the Contracting Authority shall select the most advantageous tender from among the valid tenders submitted in the procedure, taking into account, in particular, the price offered for the execution of the entire subject of the contract when evaluating and comparing the tenders submitted;
 - 1.2 the Contracting Authority reserves the right to conduct negotiations in order to change the content of the tenders submitted, while observing the principles of transparency and fair treatment of contractors, in particular with regard to:
 - 1.2.1 contractual terms, lowering the price offered, changing payment terms, improving technical aspects, and after negotiations, the contracting authority may invite contractors to submit additional tenders.
2. The contracting authority may request clarifications from contractors on the content of their tenders.
3. The Contracting Authority shall correct obvious typing errors and obvious calculation errors in the text of the tenders, taking into account the calculation consequences of the corrections made, as well as other errors consisting in non-conformity of the tender with the requirements of the Invitation, which do not result in significant changes in the contents of the tender, immediately notifying thereof the Contractor whose tender has been corrected.
4. The Contracting Authority may increase the amount allocated for financing the contract if the price or cost of the most advantageous tender or the tender with the lowest price exceeds the amount the contracting authority intends to allocate for financing the contract.
5. The Contracting Authority shall notify all contractors of the outcome of the procedure simultaneously.

Chapter XIV – Cancellation of proceedings

1. The Contracting Authority shall invalidate the tender procedure in particular if no tender is submitted, or all submitted tenders are rejected, or the price of the most advantageous tender exceeds the amount which the Contracting Authority may allocate to finance the contract and the Contracting Authority cannot increase it to meet the most advantageous tender, or other justified circumstances arise, resulting in the invalidity of the Contract concerning scientific services.
2. The Contracting Authority shall notify all contractors of the cancellation of the procedure simultaneously.

Chapter XV – Formalities to be fulfilled after the selection in order to conclude the public procurement contract

1. Before signing the contract, the Contractor should submit:
 - 1.1 a copy of the agreement(s) setting out the grounds and rules for joint bidding for the award of the public contract– in the case of bids submitted jointly by entities (i.e. consortium);
 - 1.2 a list of subcontractors, indicating the scope of the tasks entrusted to them, if it is envisaged that they will participate in the performance of the contract;
 - 1.3 a declaration on not being subject to exclusion - Article 7(1) of the Act of 13 April 2022 on special solutions to counteract support for aggression against Ukraine and to protect national security (consolidated text, Journal of Laws of 2025, item 514).
2. The selected Contractor shall be obliged to conclude the contract at a date and place designated by the Contracting Authority.

Chapter XVI – Draft contract (draft contractual provisions) – Annex 2 to the Invitation

Chapter XVII – General provisions

1. The Contracting Authority does not allow partial bids.
2. The Contracting Authority does not envisage the possibility of awarding a contract consisting in the repetition of similar deliveries.
3. The Contracting Authority does not allow variant bids.
4. Settlements between the contractor and the contracting authority will be made in EUR (euro).
5. The Contracting Authority does not provide for reimbursement of costs of participation in the proceedings.
6. The Contracting Authority does not require the Contractor to indicate in its tender the part of the contract - in accordance with the provisions of the Invitation - whose the performance it intends to entrust to subcontractors.

Chapter XVIII – Information on the processing of personal data

In accordance with Art. 13 and 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 “GDPR”) in connection with Art. 19 item 1 of the Public Procurement Law (PPL) Act, the Jagiellonian University hereby informs that:

1. **The Controller** of your personal data is the Jagiellonian University, ul. Gołębia 24, 31-007 Kraków, represented by the Chancellor of the Jagiellonian University.
2. **The Jagiellonian University has appointed a Data Protection Officer**, ul. Gołębia 24, 31-007 Kraków, room no. 5. Contact with the DPO is possible by e-mail: iod@uj.edu.pl or by telephone: +4812 663 12 25.
3. Your personal data will be processed on the basis of Article 6(1)(c) GDPR for purposes related to the public procurement procedure, *Case No. 80.272.71.2026*.
4. Your provision of personal data is a statutory requirement specified in the provisions of the PPL Act related to participation in the public procurement procedure.
5. The consequences of failing to provide personal data arise from the PPL Act.
6. Recipients of your personal data will be persons or entities to whom the documentation of the proceedings will be made available on the basis of Article 18 and Article 74(3) and (4) of the Public Procurement Law, while personal data referred to in Article 9(1) GDPR, collected in the course of the contract award procedure, shall not be made available.
7. Your personal data will be stored in accordance with art. 78 par. 1 of the Public Procurement Law Act for a period of at least 4 years counted from the date of completion of the public procurement procedure or until the expiry of the possibility to control the project co-financed or financed from European Union funds or the durability of such a project or other agreements or obligations arising from the implemented projects.
8. You have the right to:
 - a. on the basis of Article 15 GDPR, the right of access to your personal data;
 - b. on the basis of Article 16 GDPR, the right to rectify your personal data;
 - c. on the basis of Article 18 GDPR, the right to request the controller to restrict the processing of personal data,
 - d. the right to lodge a complaint with the President of the Data Protection Authority if you consider that the processing of your personal data is in breach of GDPR.
9. You do not have the right to:
 - a. the right to erasure of personal data in connection with Article 17(3)(b), (d) or (e) GDPR,
 - b. the right to transfer personal data as referred to in Article 20 GDPR,
 - c. the right to object to the processing of your personal data, as the legal basis for the processing of your personal data is Article 6(1)(c) in conjunction with Article 21 GDPR.
10. **Your personal data referred to in Article 10 GDPR** may be made available in order to enable you to use the legal remedies referred to in Section IX of the PPL Act, until the expiry of the

deadline for their filing.

11. The Contracting Authority informs you that decisions will not be taken by automated means with **regard to your personal data**, pursuant to Article 22 GDPR.
12. In the event that it would take a disproportionate effort to comply with the obligations referred to in Article 15(1)– (3) GDPR in order to exercise your right indicated in point 8(a) above, **the Contracting Authority may require you** to provide additional information to clarify the request, in particular the name or date of the public procurement procedure opened or completed.
13. **Your exercise** of the right indicated in point 8(b) above to rectify or supplement your personal data, as referred to in Article 16 GDPR, cannot result in changing the outcome of the public procurement procedure or alter the provisions of the contract to an extent that is incompatible with the PPL, nor can it affect the integrity of the protocol of the public procurement procedure and its annexes.
14. **Your exercise** of the right indicated in point 8(c) above to request the restriction of processing referred to in Article 18(1) GDPR shall not restrict the processing of your personal data until the end of the public procurement procedure and also after the procedure in the event of the circumstances referred to in Article 18(2) GDPR (the right to restrict processing shall not apply in respect of storage, in order to ensure the exercise of legal remedies or to protect the rights of another natural or legal person, or for compelling reasons of public interest of the European Union or of a Member State).

Chapter XIX – Annexes to the Invitation

1. Annex A - Description of the Subject of the Contract;
2. Annex No. 1 – Tender Form;
3. Annex No. 2 – Draft Contract Provisions.

Annex A - Description of the Subject of the Contract

Station for transferring 2D materials

A station designed for lifting and transferring 2D materials (such as graphene or transition metal dichalcogenides (TMDs)). It must consist of precision manipulators operating along the x, y, and z axes, with a resolution better than 0.1 mm in the x and y directions and better than 100 nm in the z direction. The travel range must be at least 40 mm in each axis (x, y, z). The system must also enable sample rotation on the sample stage with a resolution better than 5 millidegrees.

The precise x, y, and z manipulators positions (including rotation) have to be operated remotely. This makes it possible to place the station inside a glovebox and control all manipulators from outside. The sample stage includes a precision resistive heater for heating samples (2D materials), with a temperature resolution of 0.1 °C and a maximum temperature of 200 °C. The station is provided as one complete integrated system.

Observation and monitoring of the 2D material transfer process are performed using a high-quality optical microscope integrated with the station. The microscope must operate in both bright-field and dark-field modes. It is equipped with a turret holding with at least five objectives.

The system provides the ability to remotely change the station parameters: position in X, Y, Z, the angle between the 2D layers, the sample stage temperature, and to acquire and storage images from the optical microscope. Additionally, the system is equipped with software for optical recognition of the thickness of the picked materials.

Warranty – 12 months.

TENDER FORM – Ref. 80.272.71.2026

CONTRACTING AUTHORITY

Jagiellonian University
ul. Gołębia 24, 31 – 007 Kraków;

Unit managing the case: **Public Procurement Department - Dział Zamówień Publicznych UJ**
ul. Straszewskiego 25/3 i 4, 31-113 Kraków

Name (company) of the Contractor:

.....
.....

Registered office:

.....
.....

Address for correspondence:

.....
.....

Contact:

tel.:

e-mail address:

Other data:

NIP (Tax ID)

REGON (applicable only for Polish contractors):

.....

Data allowing access to documents confirming the authorisation of the person acting on behalf of the Contractor (please tick the appropriate box and complete if necessary):

- ☐ KRS search engine: <https://wyszukiwarka-krs.ms.gov.pl>
- ☐ CEIDG entries: <https://aplikacja.ceidg.gov.pl/ceidg/ceidg.public.ui/search.aspx>,
- ☐ can be found in free and publicly accessible databases available at the following internet address (specify internet address): <https://.....>
- ☐ can be found in the document(s) attached to the tender.

In connection with the call for tenders in the field of science for the purchase and delivery of a 2D material transfer station for the needs of the Faculty of Physics, Astronomy and Applied Computer Science of the Jagiellonian University., we submit the following tender:

- 1) we offer to perform the **WHOLE SUBJECT OF THE CONTRACT** for the total net price of EUR....., (in words.....EUR), whereby the quoted price shall also include all costs indicated in Chapter XII item 2 of the Invitation*

[* the net amount of the remuneration shall be increased by the applicable VAT 23%, or the VAT due on the amount of the remuneration shall be paid by the contracting authority to the account of the competent Tax Office in the event that the contracting authority has a tax obligation pursuant to VAT regulations];

- 2) we declare that we offer to perform the subject of contract in a manner compliant with the requirements and conditions specified by the Contracting Authority in the Invitation and its annexes;
- 3) we declare that we offer a warranty period and conditions for the entire subject of the contract in accordance with the requirements described in the Invitation with annexes;

- 4) we declare that we consider ourselves bound by this tender for the time period indicated in Chapter IX of the Invitation;
- 5) we declare that we have complied with the information obligations provided for in Article 13 or Article 14 of Regulation EU 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC with respect to the natural persons from whom we have directly or indirectly obtained personal data for the purpose of applying for a public contract in this procedure;
- 6) if the contract is awarded to us, we undertake to conclude the contract at a place and on a date to be determined by the Contracting Authority,
- 7) the person authorised to contact the Contracting Authority in respect of the submitted tender and in matters relating to the contract execution is:
[*fill in personal and address details - tel.; e-mail]
- 8) our bank account no.:
[*fill in]
- 9) the form is submitted with the following appendices:
 - Annex No. 1 – a declaration of the contractor of not being subject to exclusion;
 - Annex No. 2 – individual price calculation of the offer, taking into account the requirements and provisions of the Invitation together with a list of the offered equipment, including the name (company) of the manufacturer, model, number of pieces /CONTENT OF THE OFFER/;
 - Annex No. 3 – technical description(s) prepared by the manufacturer and/or printouts from the manufacturer(s)' websites, or the manufacturer(s)' catalogue(s), allowing for the assessment of the compliance of the offered equipment and its technical, functional and operational parameters with the requirements set out in the content of the Invitation;
 - Other:
 - a. a power of attorney or other document evidencing authorisation to represent the contractor;
 - b. excerpt from KRS or CEiDG or information from another relevant register - if no data is provided via publicly accessible databases indicated in the tender form.

.....
(signature of person authorised to
make declarations of intent on behalf of the Contractor)

Important! Dotted spaces and/or spaces marked with “*” in the template tender form and its annexes shall be filled in or crossed out by the Contractor as appropriate to the content.

Annex No. 1 to Tender Form

DECLARATION
ON NOT BEING SUBJECT TO EXCLUSION FROM THE PROCEDURE

While submitting a tender in proceedings in the field of science for the purchase and delivery of a 2D material transfer station for the needs of the Faculty of Physics, Astronomy and Applied Computer Science of the Jagiellonian University, Case number 80.272.71.2026:

I. STATEMENTS CONCERNING THE CONTRACTOR

1. I declare that I am not subject to exclusion from the proceedings pursuant to Chapter VI item 1.1-1.6 of the Invitation
2. I declare that I am not subject to exclusion from the procedure pursuant to Article 7(1) of the Act of 13 April 2022 on special solutions to counteract support for aggression against Ukraine and to protect national security (consolidated text, Journal of Laws of 2025, item 514), that is:
 - 1) I am not a contractor included in the lists set out in Regulation 765/2006 and Regulation 269/2014 nor included in the list on the basis of a decision on inclusion in the list concerning the application of the measure referred to in Article 1(3) of the aforementioned Act;
 - 2) I am not a contractor whose beneficial owner within the meaning of the Anti-Money Laundering and Countering the Financing of Terrorism Act of 1 March 2018 (Journal of Laws of 2023, item 1124) is a person entered on the lists set out in Regulation 765/2006 and Regulation 269/2014 or entered on the list or being such a beneficial owner as of 24 February 2022, provided that he or she has been listed on the basis of a decision on inclusion in the list concerning 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, item 120, 295, 1598 and 2024, item 619, 1685, 1863), is an entity entered on the lists set out in Regulation 765/2006 and Regulation 269/2014 or entered on the list or being such a parent entity as from 24 February 2022, provided that it has been listed on the basis of a decision on inclusion in the list concerning the application of the measure referred to in Article 1(3) of the aforementioned Act;

I declare that there are grounds for excluding me from the proceedings in the circumstances referred to in Chapter VI item..... of the Invitation *[state applicable grounds for exclusion from among those indicated in Chapter VI item 1.1-1.6]*. At the same time, I declare that I have taken the following corrective measures in connection with the aforementioned circumstances:

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

I hereby declare that I am subject to the grounds for exclusion under Art.of the Act of 13 April 2022 on special solutions to counteract support for aggression against Ukraine and to protect national security (consolidated text, Journal of Laws of 2024, item 507) *[state the applicable grounds for exclusion from among those indicated above]*.

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

I declare that all the information provided in the above declarations is up-to-date and truthful and was provided in full knowledge of the consequences of misleading the Contracting Authority in presenting the information.

.....
*(signature of person authorised to
make declarations of intent on behalf of the Contractor)*

Annex No. 2 to the offer form – Price calculation, taking into account the requirements and provisions of the Invitation together with a list of the offered equipment, including the name (company) of the manufacturer, model, number of pieces /CONTENT OF THE OFFER/;

Offered scientific and research equipment	Manufacturer/model	Quantity (pcs)	Total net price
2D material transfer station – with accompanying services as per the Invitation		1 set	
<u>SUM (in accordance with the Chapter XII of the Invitation)</u>			<u>..... EUR</u>

.....
(signature of the person authorized to make
declarations on behalf of the Contractor)

Annex No. 3 to Tender Form - Description of the offered subject of the order

Technical description/s prepared by the manufacturer and/or printouts from the manufacturer's websites, or manufacturer catalogs, allowing for the assessment of the compliance of the offered devices and their technical and functional parameters with the requirements of the Invitation. The Contracting Authority allows to submit these documents (evidence) in English.

Annex No. 2 to the Invitation – Template Contract

CONTRACT 80.272.71.2026
– model /draft contractual provisions/

concluded in Krakow on..... between:

Jagiellonian University (UJ) with its seat in Krakow, ul. Gołębia 24, represented by:

.....,

hereinafter referred to as the “Contracting Authority”

and

..... **with its registered office in**

..... **represented by**

hereinafter referred to as the “Contractor”

As a result of the invitation to tender procedure based on Article 11(5)(1) of the Act of 11 September 2019 on Public Procurement Law (consolidated text, Journal of Laws of 2024, item 1320, as amended), hereinafter “PPL”, Article 469 of the Higher Education and Science Law Act (consolidated text, Journal of Laws of 2024, item 1571 as amended) and the Act of 23 April 1964 on the Civil Code (consolidated text, Journal of Laws of 2025, item 1071 as amended), hereinafter referred “CC” , the following Contract is concluded:

§ 1

- i. The Contracting Authority entrusts, and the Contractor undertakes, to deliver a 2D material transfer station [manufacturer, model] together with additional equipment necessary for its proper operation, hereinafter referred to as the *Equipment*, with the technical, functional, and operational parameters described in Appendix A to the Invitation, for the needs of the Faculty of Physics, Astronomy and Applied Computer Science of the Jagiellonian University in Kraków (30-348), at Prof. Stanisława Łojasiewicza Street.
- ii. As part of the performance of the subject of the Agreement, the Contractor shall be obliged in particular to provide transport, insurance, and delivery to the Department of Nanostructure Physics and Nanotechnology, Institute of Physics, ul. Łojasiewicza 11, 30-348 Kraków.
- iii. The Contracting Authority commissions, and the Contractor undertakes, to carry out all actions necessary for the performance of the subject of the Agreement.
- iv. The documentation of the procedure constitutes an integral part of this Agreement, in particular the Invitation to Submit Tenders together with its appendices (hereinafter referred to as the “Invitation”) and the Contractor’s offer dated 2026.
- v. The Contractor shall perform the entire subject of the Agreement, together with accompanying services, within **90 days** from the date of award of the contract, i.e. from the date of conclusion of the Agreement.
- vi. The person responsible for acceptance of the equipment and supervision on the part of the Contracting Authority is Mr/Ms ..., tel. ..., e-mail: ..., or another person from the above-mentioned organizational unit of the Jagiellonian University designated by the Contracting Authority; on the part of the Contractor: Mr/Ms ..., tel. ..., e-mail:
- vii. The contract is carried out under the NCN Sonata 20 project entitled “*Integration of Organic Nanostructures and Low-Dimensional Devices Compatible with Scanning Tunneling Microscopy.*”
- viii. The Contractor shall bear full material and legal liability for any damage incurred by the Contracting Authority or by third parties as a result of activities arising from the performance of this Agreement.
- ix. Entrusting the performance of part of the activities to subcontractors shall not affect the Contractor’s obligations towards the Contracting Authority for the performance of that part of the Agreement.

§ 2

1. The Contractor declares that:

- 1.1 it possesses the appropriate knowledge, experience, and resources necessary to perform the subject of the Agreement;
 - 1.2 the subject of the contract is brand new and originates from a lawful source;
 - 1.3 it shall perform the subject of the Agreement while maintaining high quality of the materials used and the works performed, shall meet the agreed deadlines, and shall exercise due diligence, taking into account the professional nature of its business activity.
2. Within the scope of this Agreement and the remuneration due to the Contractor, as specified in § 3 section 2 of the Agreement, the Contracting Authority acquires an irrevocable and unlimited-in-time right to use all software necessary for the proper functioning of the subject of the Agreement, within the scope specified in Article 75(2) of the Act of 4 February 1994 on Copyright and Related Rights (consolidated text: Journal of Laws 2022, item 2509, as amended), i.e. in the following fields of exploitation:
 - 2.1 making a backup copy where it is necessary to use the computer program; unless the Agreement provides otherwise, such a copy may not be used simultaneously with the computer program;
 - 2.2 observing, studying, and testing the functioning of the computer program in order to determine its ideas and principles by a person entitled to use a copy of the computer program, provided that, being authorized to do so, the person performs such activities during the introduction, display, use, transmission, or storage of the computer program;
 - 2.3 reproduction of the code or translation of its form within the meaning of Article 74(4)(1) and (2) of the above-mentioned Act, where necessary to obtain information required to achieve interoperability of an independently created computer program with other computer programs, provided that the following conditions are met:
 - 2.3.1 such activities are performed by the Contracting Authority or another person entitled 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 section 2.3.1;
 - 2.3.3 such activities relate only to those parts of the original computer program that are necessary to achieve interoperability.
3. The Contractor grants a non-exclusive license, i.e. the right to use the software within the scope referred to in section 2 of this paragraph of the Agreement, at the moment of signing the acceptance protocol, without reservations and without the need for the Parties to submit additional declarations of intent.
4. Upon acceptance, the Contractor shall also provide the Contracting Authority with copies of the software which, as of the date of granting the above-mentioned license, shall become the property of the Contracting Authority, in installation versions, or indicate the website address from which such software may be downloaded.

§ 3

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 offer.
2. The remuneration for the subject of the Agreement is set at the net amount of: EUR (in words:).
3. Any value added tax (VAT) due on the amount of the remuneration shall be paid by the Contracting Authority to the relevant Tax Office in the event that a tax obligation arises for the Contracting Authority in accordance with the provisions on goods and services tax* (*depending on the offer).
4. The payments specified above shall be made within **30 days** from the date of delivery to the Contracting Authority of a correctly issued invoice and the signing by the Contracting Authority of the acceptance protocol for the subject of the Agreement. If the date of delivery of the invoice is unknown, the payment period shall commence on the date of signing the relevant acceptance protocol by the Contracting Authority. If the invoice is delivered to the Contracting Authority prior

- to the signing of the acceptance protocol, the payment period shall commence on the date of signing such protocol.
5. The Contracting Authority has the right to withhold payment in whole or in part if the delivered subject of the Agreement does not meet the required technical parameters, has been damaged during transport, or has not been delivered within the agreed deadline.
 6. The place of payment shall be the bank of the Contracting Authority. The date of payment shall be deemed to be the date on which the Contracting Authority's bank account is debited.
 7. The remuneration due to the Contractor shall be paid by bank transfer in the currency of the remuneration, from the bank account of the Contracting Authority to the Contractor's bank account indicated on the invoice/held with the bank account No.
(applies to Contractors having their registered office outside the territory of the Republic of Poland). The Contractor shall be obliged to indicate on the invoice a settlement account number disclosed in the list of entities registered as VAT taxpayers, not registered, deleted from and restored to the VAT register kept by the Head of the National Revenue Administration (the so-called "White List" – Article 96b(1) of the Act of 11 March 2004 on Goods and Services Tax – consolidated text: Journal of Laws of 2025, item 775, as amended)* (*depending on the offer).
 8. The remuneration referred to in section 1 includes all payments due to the Contractor, including in particular any licence fees payable to third parties, costs of packaging, safe transport, insurance, warranties, customs duties and declarations in export, as well as any other costs that the Contractor must incur in order to perform the subject of the Agreement.
 9. From the date of entry into force of the provisions introducing the obligation to issue structured invoices in the National e-Invoicing System (KSeF), all invoices issued by the Contractor to the Contracting Authority (Jagiellonian University) shall be prepared in the form of structured invoices compliant with the applicable legal regulations and submitted via KSeF (within the meaning of Article 2(32a) of the Act of 11 March 2004 on Goods and Services Tax – consolidated text: Journal of Laws of 2025, item 775 – hereinafter the "VAT Act").
 10. In a structured electronic invoice issued via KSeF, in addition to the mandatory items resulting from the VAT Act, the contract number shall be indicated. Additionally, in the KSeF XML file structure, at the level of "Other Entity" (*Podmiot Inny*), the Contractor shall be obliged to enter the internal identification number (IDWew) provided by the Contracting Authority, and at the Purchaser level, in the contact details, to enter the e-mail address in the @uj.edu.pl domain indicated by the Contracting Authority.
 11. The remuneration referred to in § 3 section 2 shall be paid by bank transfer within **30 days** from the day following the date of receipt of a correctly 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, not registered, deleted from and restored to the VAT register maintained by the Head of the National Revenue Administration (the so-called "White List" – Article 96b(1) of the VAT Act). The date of payment of the invoice shall be the date on which the Contracting Authority's bank account is debited.
 12. The date of receipt of an invoice issued in the National e-Invoicing System shall be identical to the date of assignment of its number in KSeF.
 13. A correctly issued structured electronic invoice prepared using KSeF must contain the following purchaser data in the applicable logical structure of the e-Invoice:

The following should be indicated as the purchaser of the service:

Jagiellonian University
ul. Gołębia 24, 31-007 Kraków
Tax Identification Number (VAT ID):
675-000-22-36
e-mail: szymon.godlewski@uj.edu.pl
(e-mail address provided by the Contracting Authority, registered in the @uj.edu.pl domain)

The following should be indicated as the invoice recipient (in the "Other Entity" section):

Jagiellonian University
Faculty of Physics, Astronomy and Applied Computer Science
ul. Prof. Stanisława Łojasiewicza 11, 30-348 Kraków
(Name and address of the Contracting Authority / data of the Jagiellonian University organizational unit)

IDWew: 6750002236-17003

(internal identifier as a unique number assigned to the organizational unit)

Additionally, the **contract number** must be indicated on the invoice.

14. In the event of a KSeF outage, a visualization of the structured invoice together with the QR code and the KSeF identification number shall be sent to the e-mail address **szymon.godlewski@uj.edu.pl** without delay, however no later than **3 days** after the unavailability of KSeF has ceased or the failure has been resolved.
15. In the event that an invoice is issued outside the KSeF system:
 - 1) the invoice should be issued as follows:
Jagiellonian University, ul. Gołębia 24, 31-007 Kraków,
VAT: 675-000-22-36, REGON: 000001270
and should include a note indicating for which organizational unit of the Contracting Authority the order has been performed;
 - 2) the remuneration shall be payable by bank transfer on the basis of a correctly issued VAT invoice within **30 days** from the date of its delivery, after acceptance of the order and upon the occurrence of the conditions for issuing the invoice.
16. The remuneration due to the Contractor shall be paid by bank transfer from the Contracting Authority's bank account to the Contractor's bank account indicated on the invoice.
17. The place of payment shall be the bank of the Contracting Authority, and payment shall be deemed made at the moment the Contracting Authority issues the transfer order.
18. In the case of issuing structured electronic invoices within the meaning of Article 6(1) of the Act of 9 November 2018 on electronic invoicing in public procurement, concessions for construction works or services, and public-private partnerships (consolidated text: Journal of Laws 2020, item 1666, as amended), via the Electronic Invoicing Platform available at: <https://efaktura.gov.pl/>, the Contractor shall enter the following e-mail address in the "reference" field:
.....@uj.edu.pl.
19. The Contractor shall be obliged to indicate on the invoice the bank account number disclosed in the list of entities registered as VAT taxpayers, not registered, deleted from and restored to the VAT register maintained by the Head of the National Revenue Administration (the so-called "White List" – Article 96b(1) of the Act of 11 March 2004 on Goods and Services Tax – consolidated text: Journal of Laws of 2025, item 775, as amended).
20. If the Contractor's settlement bank account is not disclosed on the "White List," the Contracting Authority shall be entitled to pay the remuneration to the account indicated on the Contractor's invoice using the split payment mechanism, or to notify the competent head of the tax office when making the first payment of the remuneration by bank transfer to the account indicated on such invoice.
21. Where the Contractor is registered as an active VAT taxpayer, the Contracting Authority may make payment of the remuneration using the split payment mechanism, in the manner specified in Article 108a(2) of the Act of 11 March 2004 on Goods and Services Tax (consolidated text: Journal of Laws of 2025, item 775, as amended). The provision of the first sentence shall not apply where the subject of the Agreement constitutes a VAT-exempt transaction or is subject to the 0% VAT rate.
22. The Contractor confirms that the settlement bank account disclosed on the invoice is used exclusively for the purposes of settlements related to the Contractor's business activity and that a VAT account is maintained for this account.

§ 4

1. The person authorized to contact matters related to the performance of the Agreement on behalf of the Contractor is, e-mail:, mobile phone:
2. The person authorized to contact matters on behalf of the Contracting Authority shall be:,
e-mail:, mobile phone:
3. The Parties authorize the persons indicated above to make, on their behalf, ongoing arrangements within the scope of the Agreement that do not constitute an amendment thereto, as well as to carry out acceptances, including signing acceptance protocols. The acceptance protocol may also be

signed on behalf of the Contracting Authority by another person designated by the Contracting Authority.

§ 5

1. The Contractor undertakes to perform the subject of the Agreement free from defects (faults) and shall be obliged to verify the conformity of the markings placed on the subject of the Agreement with the data contained in the warranty document (the guarantor's statement) referred to in section 2 of this paragraph of the Agreement, as well as the condition of seals and other protections placed on it, provided that such protections have been applied.
2. Upon delivery of the entire subject of this Agreement, the Contractor shall provide the Contracting Authority with a warranty document (the guarantor's statement), the content of which shall 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 vested in the Contracting Authority in the event a physical defect is identified, as well as a statement that the warranty does not exclude, limit, or suspend the rights of the Contracting Authority arising from the provisions on statutory warranty for defects of the subject of the Agreement.
3. The Contractor grants a warranty for the subject of the order for a period of months, calculated from the date of performance of the Agreement, i.e. from the date of acceptance of the subject of the Agreement, confirmed by an appropriate acceptance protocol without reservations, taking into account the provisions regarding warranty conditions resulting from the Invitation. Under the warranty, the Contractor shall be obliged, inter alia, to provide free of charge (included in the offer price) ongoing maintenance, servicing, and technical inspections as required by the warranty conditions, as well as repairs of the subject of the Agreement during the warranty period, and technical support. The Contractor grants a warranty on all devices, components, subassemblies, and other elements forming part of the subject of the Agreement or services acquired by the Contractor from third parties. The warranty shall cover faults, material and construction defects, as well as failure of the delivered devices to perform their declared functional purposes as stated by the Contractor. All costs related to the performance of the warranty shall be borne by the Contractor.
4. Warranty services shall be provided by the manufacturer or an authorized service provider or persons, at the Contractor's expense, at the premises of the Contracting Authority, and if this is technically impossible, all organizational activities and costs related to providing the warranty service outside the premises of the Contracting Authority shall be borne by the Contractor.
5. In the event defects are identified in the performed subject of the Agreement, the Contractor undertakes to replace it free of charge within a period agreed by the Parties, not exceeding 21 business days, provided that the service response must take place within 48 hours from the moment of notification by telephone, fax, or email, and all organizational activities and costs related to providing the warranty service outside the place of performance of the Agreement shall be borne by the Contractor. If it is necessary to procure specialized spare parts, this period may not exceed 21 days, unless the Parties, based on an appropriate protocol of necessity, jointly decide to extend the repair period.
6. The Contractor guarantees the highest quality of the delivered subject of the Agreement in accordance with the technical specification. Liability under the warranty shall cover both defects resulting from causes inherent in the subject of the Agreement at the time of its acceptance by the Contracting Authority, as well as any other physical defects arising from causes for which the Contractor is responsible, provided that such defects are revealed during the warranty period.
7. The warranty period shall commence on the day following the acceptance of the subject of the Agreement. In the event of replacement of a defective subject of the Agreement (its element or module) with a new one or the removal of a material defect (fault), the warranty period shall recommence from the moment the repaired items (as applicable: the subject of the Agreement, its element, or module) are re-delivered to the Contracting Authority.
8. The warranty period shall be automatically extended by the duration of the repair, i.e. the time calculated from the notification until the removal of the failure or defect as specified in section 5 of this paragraph of the Agreement.

9. The Contracting Authority may exercise its rights under the statutory warranty for physical defects independently of the rights arising from the warranty. The rights under the statutory warranty for physical defects shall expire after 24 months from the date of delivery of the entire subject of the Agreement to the Contracting Authority, confirmed by a signed acceptance protocol without reservations. However, if the Contracting Authority exercises its rights under the warranty, the limitation period for exercising rights under the statutory warranty shall be suspended from the date of notification of the Contractor of the defect (fault). This period shall continue from the date the Contractor refuses to perform its obligations arising from the warranty or from the ineffective expiry of the time limit set for the removal of the defect (fault) of the subject of the Agreement.
10. Within the exercise of its rights under the statutory warranty for physical defects, in particular in the event of defective installation of the subject of this Agreement (§ 1 section 1) by the Contractor, the Contracting Authority shall demand its dismantling and reinstallation after replacement with one free from defects or after removal of the defect. In the event the Contractor fails to perform this obligation, the provisions of section 1 of this paragraph of the Agreement shall apply accordingly.
11. In the event the Contractor fails to comply with the provisions concerning liability under the warranty or does not adhere to the above principles, the Contracting Authority shall be entitled to remove the defects (faults) by way of repair at the risk and expense of the Contractor, while retaining other rights vested in it under the Agreement. In such cases, the Contracting Authority has the right to engage another entity to remove the defects (faults), and the Contractor shall be obliged to cover the related costs within 14 days from the date of receipt of a demand together with proof of payment.
12. The Contracting Authority undertakes to comply with the basic operating conditions specified by the manufacturer in the guarantor's statement contained in the warranty documents or operating manuals provided by the Contractor, insofar as they are not contrary to the provisions of this paragraph of the Agreement.

§ 6

1. In addition to the cases set out in the Civil Code the Parties shall have the right to withdraw from this Contract in the circumstances set out in item 2.
2. The Contracting Authority may withdraw from the Contract within 30 days of becoming aware of the occurrence of one of the following circumstances, i.e. if:
 - 2.1 the Contractor, as a result of its insolvency, has failed to fulfil its monetary obligations for a period of at least three months,
 - 2.2 in case of commenced liquidation of the Contractor or dissolution of the Contractor without going into liquidation, or termination of the economic activity of the Contractor, or deletion of the Contractor from CEIDG as an entrepreneur,
 - 2.3 an order has been issued for the seizure of the Contractor's assets to the extent that performance of the Contract is prevented,
 - 2.4 information is received on the occurrence of major financial difficulties at the Contractor's enterprise, in particular bailiff's seizures or other seizures by authorised bodies with a total value exceeding PLN 200,000.00 (in words: two hundred thousand Polish złoty ^{00/100}) or its equivalent expressed in EUR / USD,
 - 2.5 The Contractor has supplied the subject of contract in a manner that does not correspond to the content of the Contract or has failed to perform the Contract in accordance with its provisions or to carry out any accompanying service.
3. The Contracting Authority shall, notwithstanding the provisions of item 1 and 2 above, in the event of the occurrence of the following circumstances:
 - 3.1 within 30 days of becoming aware of the occurrence of a material change of circumstances resulting in the performance of the Contract not being in the public interest, which could not have been foreseen at the time of conclusion of the Contract, or if further performance of the Contract may jeopardise a fundamental interest of state security or public safety (Article 456(1)(1) PPL),
 - 3.2 the contractor, at the time of conclusion of the Contract, was subject to exclusion pursuant to Article 108 PPL,

- 3.3 The Court of Justice of the European Union has found, under the procedure provided for in Article 258 of the Treaty on the Functioning of the European Union, that the Republic of Poland has failed to fulfil its obligations under the Treaties, Directive 2014/24/EU, Directive 2014/25/EU and Directive 2009/81/EC, on the grounds that the Contracting Authority has awarded the contract in breach of European Union law.
4. The Contractor shall not be entitled to compensation if the Ordering Party withdraws from the Contract due to circumstances attributable to the Contractor or if the Contractor withdraws from the Contract on the basis of items 2 and 3 of this clause of the Contract.
5. Withdrawal from the Contract shall be made in writing under pain of nullity and contain justification.
6. The Contracting Authority reserves the right to partially withdraw from the Contract, i.e. with regard to non-performed or incorrectly performed part of the Contract. In such a case, all provisions of the Contract in the part that has been properly executed shall remain in force.
7. Withdrawal from the contract does not affect the effectiveness of claims for payment of contractual penalties.

§ 7

1. The Parties reserve the right to pursue contractual penalties for performance of obligations arising from this Agreement that is inconsistent with or improper under this Agreement
2. The Contractor, except where the basis for imposing contractual penalties consists of actions not directly or indirectly related to the subject matter of the Agreement or its proper performance, and subject to section 4 of this paragraph, shall pay the Contracting Authority contractual penalties in the amounts specified below in the event of:
- 2.1 Withdrawal from the Agreement due to circumstances attributable solely to the Contractor, in the amount of 5% of the net remuneration specified in § 3 section 2 of the Agreement;
- 2.2 Failure to perform or improper performance of the Agreement, in the amount of 5% of the net remuneration specified respectively in § 3 section 2 of the Agreement, whereby improper performance of the Agreement shall mean performance that is inconsistent with the provisions of the Agreement or the Contractor's offer, or with the provisions of the Invitation or Appendix A to the Invitation, or that fails to ensure achievement of the required parameters, functionalities, scopes, and usability of the subject of the Agreement as specified in the Invitation or Appendix A thereto;
- 2.3 Delay in performance of the subject of the Agreement, in the amount of 0.1% of the net remuneration specified in § 3 section 2 of the Agreement for each day of delay, calculated from the day following the deadline for completion of the subject of the Agreement specified in § 1 section 5 of the Agreement, provided that the total penalty shall not exceed 30% of the net remuneration specified in § 3 section 2 of the Agreement;
- 2.4 Delay in removing defects in the subject of the Agreement identified upon acceptance, in the amount of 0.1% of the net remuneration specified in § 3 section 2 of the Agreement for each day of delay, calculated from the day following the expiry of the deadline set by the Contracting Authority for the removal of such defects, provided that the total penalty shall not exceed 30% of the net remuneration specified in § 3 section 2 of the Agreement;
- 2.5 Delay in removing defects in the subject of the Agreement identified during the warranty (statutory warranty) period, in the amount of 0.1% of the net remuneration specified in § 3 section 2 of the Agreement for each day of delay, calculated from the day following the date determined pursuant to § 5 section 5 of the Agreement, provided that the total penalty shall not exceed 30% of the net remuneration specified in § 3 section 2 of the Agreement;
- provided that the total amount of contractual penalties shall not exceed 35% of the net remuneration specified in § 3 section 2 of the Agreement.
3. The Contracting Authority shall pay the Contractor a contractual penalty in the event the Contractor withdraws from this Agreement for reasons attributable exclusively to the Contracting Authority, in the amount of 5% of the net remuneration specified in § 3 section 2 of the Agreement.
4. The Parties may, under the general principles of law, seek compensation exceeding the amount of the stipulated contractual penalties; however, the contractual penalties specified in sections 2 and

- 3 shall be credited against any supplementary damages claimed by the respective Party to the Agreement.
5. A claim for payment of contractual penalties shall become due on the day following the occurrence of the factual circumstances specified in this Agreement that constitute the basis for their imposition.
 6. The Contracting Authority shall be entitled to set off any contractual penalties against the Contractor's receivables, including the remuneration amount specified in the invoice, to which the Contractor hereby consents.
 7. Payment of contractual penalties shall not release the Contractor from the obligation to perform the Agreement.

§ 8

1. The Parties allow for the possibility of amending the Agreement, subject to prior preparation of a protocol of necessity and while maintaining the lump-sum nature of the Agreement price, by executing an amendment (annex) to the Agreement, in particular in the following cases:
 - 1.1 Change of the deadline for performance of the subject of the Agreement, by shortening it with the mutual consent of the Parties, or by extending it due to reasons attributable to the Contracting Authority, in particular related to the failure to prepare or provide the place of performance/delivery, as well as other causes not attributable to the Parties resulting from force majeure within the meaning of § 9;
 - 1.2 Improvement of quality or other parameters characteristic of a given element of the subject of the Agreement, or a change of technology to an equivalent or better one, including increased efficiency or safety, in the event the manufacturer withdraws the subject of the Agreement offered by the Contractor or its components from the market, or discontinues their production;
 - 1.3 Updating of solutions due to technological progress or changes in applicable legal regulations.
2. Changes not affecting the contractual provisions, e.g. where for organizational reasons it is necessary to change the contact or address details specified in the Agreement, or where a change occurs in the bank account number of one of the Parties, shall be made by delivery of a written statement by the Party to whom such changes apply to the other Party.

§ 9

1. The parties define force majeure as an external event of an extraordinary nature that could not have been foreseen or prevented, such as, in particular, fire, flood, declaration of an epidemic threat or epidemic state, including outbreaks of diseases that threaten human life or health, war, martial law, a state of emergency or a state of natural disaster.
2. If, due to circumstances of force majeure, a Party is prevented from performing its contractual obligations in whole or in part, it shall immediately notify the other Party. In such a case, the Parties shall agree on the manner and terms of further performance of the contract, temporarily suspend its performance or terminate the contract.
3. The time limits laid down in this contract shall be suspended for the duration of obstacles caused by force majeure.

§ 10

1. Any and all declarations of the Parties resulting in the amendment or termination of the Agreement shall be made in writing under pain of nullity and delivered by registered mail or with confirmation of receipt.
2. The invalidity of one or more provisions of this Agreement shall not affect the validity of the Agreement as a whole. In such a case, the Parties shall replace the invalid provision with a provision consistent with the purpose and other provisions of the Agreement, or—where amendments to the Agreement have been made in breach of the provisions of § 10 section 1 of this Agreement—with the contractual provision in its original wording.

§ 11

1. The Contractor shall not be entitled to assign or transfer any receivables arising under this Agreement to third parties without the prior written consent of the Contracting Authority, under pain of nullity.
2. The Parties undertake to notify each other by registered mail of any change to the address of their registered office, failing which any correspondence sent to the last known address shall be deemed effectively delivered.

§ 12

1. Any amendments or supplements to this Agreement may be made only with the consent of the Parties and in written form under pain of nullity.
2. In the event of a dispute arising between the Parties out of or in connection with this Agreement, the Parties undertake to attempt to resolve such dispute by way of mediation conducted by the Permanent Mediators of the Arbitration Court at the General Counsel to the Republic of Poland¹, in accordance with the Rules of that Court. Only if no settlement is reached before the Permanent Mediator of the Arbitration Court at the General Counsel to the Republic of Poland, the dispute shall be submitted to resolution by a common court having jurisdiction over the registered office of the Contracting Authority.
3. Matters not regulated by this Agreement shall be governed by the provisions of the law of the Republic of Poland, including the Act of 23 April 1964 – the Civil Code (consolidated text: Journal of Laws of 2024, item 1071, as amended).
4. This Agreement has been executed in writing in accordance with Articles 78 and 78¹ of the Civil Code, i.e. signed by authorized representatives of both Parties with qualified electronic signatures or handwritten signatures, in four (4) identical counterparts, two (2) for each Party, in the Polish and English languages, subject to section 5 below. In the event of any discrepancy or inconsistency between the language versions, the Polish version shall prevail.
5. The Parties jointly declare that, where this Agreement is concluded in electronic form using a qualified electronic signature, which pursuant to Article 78¹ of the Civil Code is equivalent to the ordinary written form, the resulting electronic document shall constitute confirmation that the Parties have validly submitted the declarations of intent contained therein. The date of conclusion of the Agreement shall be the date on which the last (later) declaration of intent to conclude it is submitted by the duly authorized representatives of each Party.

Attachments to the Agreement:

1. Annex No. 1 – Price calculation of the subject of the Agreement;
2. Annex No. 2 – Acceptance Protocol;
3. Annex No. 3 – Information Clause of the Contracting Authority.

Contractual Authority

Contractor

.....

.....

¹ Arbitration Court at the General Counsel to the Republic of Poland – website address: <https://sp.prokuratoria.gov.pl/>

ANNEX NO. 1 to Contract Template

PRICE CALCULATION OF THE OFFER

ANNEX NO. 2 to Contract Template

/organisational unit/
Jagiellonian University

CONFIRMATION OF DELIVERY

constituting the subject of Contract No. 80.272.71.2026

Name of delivery Contractor (name, address, tax identification number of the Contractor)
Name of delivery

Findings concerning acceptance of the subject of Contract:

I. Delivery was made in accordance with the Contract: YES/NO*, i.e. on 202...

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

.....
.....

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

* delete as appropriate

ANNEX NO. 3 to Contract Template

Information clause by the Jagiellonian University for natural-person contractors, contractors' authorised representatives, proxies and contractors' employees and partners appointed as contacts and charged with performance of the contract

Pursuant to Article 13 and 14 of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals 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) (Official Journal of the EU L.2016.119.1) (hereinafter: GDPR), the Jagiellonian University (JU) informs that:

1. The Controller of your personal data is the Jagiellonian University, with a registered seat at ul. Gołębia 24, 31-033 Kraków, www.uj.edu.pl.
2. The JU has appointed a Data Protection Officer whom you may contact in the case of any queries or remarks concerning the processing of your personal data and your rights pursuant to the regulations on personal data protection. Contact details: email: iod@uj.edu.pl, phone: 12 663 12 25.
3. The JU may process your personal data for the following purposes:
 - a) conclusion and performance of a contract – as provided by Article 6.1(b) of the GDPR – in the case of a natural-person Contractor, their legal representatives or persons acting based on power of attorney conferred on them by the Contractor;
 - b) resulting from legitimate interests, which include performance of a contract concluded with the Contractor as provided by Article 6.1(f) of the GDPR in the case of the person appointed by the Contractor in relation to the performance of the Contract;
 - c) compliance with legal obligations concerning keeping books and accounting documentation – pursuant to Article 6.1(c) of the GDPR with regard to Article 74. 2 of the Act of 29 September 1994 on accounting;
 - d) resulting from the pursuit of legitimate interests including determination, pursuit or defence of possible claims under the performance of a contract, as provided by Article 6.1(f) of the GDPR;
 - e) compliance with legal obligations concerning archiving documentation – pursuant to Article 6.1(c) of the GDPR with regard to the Act of 14 July 1983 on the national archival repository and archives.
4. The JU has acquired your personal data:
 - a) in the case of a natural-person Contractor, their legal representatives or persons acting based on power of attorney conferred on them by the Contractor – directly from you. Providing your personal data is a prerequisite for purposes related to the conclusion and performance of the contract;
 - b) in the case of a person appointed by the Contractor in relation to the performance of the Contract - from the Contractor with whom the JU has concluded contract. The scope of your personal data may include: full name, post of employment, employer, contact details and other data necessary in relation and for the performance of the contract.
5. Your personal data may be made available to entities authorised to collect them pursuant to the generally applicable law.
6. Your personal data shall not be transferred outside the EEA or to international organisations.
7. Your personal data will be retained for the period of duration of the contract concluded with the Contractor and subsequently for a period required by relevant provisions of law regarding the archiving of documentation or for a period of limitation of rights specified in the provisions of law.
8. You have the following rights: to obtain information on personal data processing and rights resulting from the GDPR, to access your data and rectify them, as well as to have them deleted from the controller's database (unless further processing is necessary for fulfilling a legal obligation or for the purposes of determining, pursuing, or defending claims), to limit their processing or transfer, and to object to the processing of the data – 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 Office for Personal Data Protection.
10. You will not be subject to automated decision-making (decision-making without human agency). Your personal data will not be used for profiling.