


<p><b>PUBLIC PROCUREMENT DEPARTMENT</b> <b>JAGIELLONIAN UNIVERSITY</b> Straszewskiego Street 25/3 and 4, 31-113 Krakow tel. +4812-663-39-03 e-mail: <a href="mailto:bzp@uj.edu.pl">bzp@uj.edu.pl</a> <a href="https://www.uj.edu.pl">https://www.uj.edu.pl</a>; <a href="https://przetargi.uj.edu.pl">https://przetargi.uj.edu.pl</a></p>	
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Krakow, April 27, 2026

**Invitation to submit offers, hereinafter referred to as the "Invitation" or "Z"**

**1) Name (company) and address of the Ordering Party.**

1. Jagiellonian University, Gołębia 24, 31-007 Kraków.

**2. Unit handling the case:**

2.1 Public Procurement Department of the Jagiellonian University, ul. Straszewskiego 25/3 and 4, 31-113 Kraków;

2.1.1 tel. +48 12 663-39-03

2.1.2 e-mail: [bzp@uj.edu.pl](mailto:bzp@uj.edu.pl)

2.1.3 website: [www.uj.edu.pl](http://www.uj.edu.pl)

2.1.4 place of publication of announcements and information: [www.tenderi.uj.edu.pl](http://www.tenderi.uj.edu.pl)

**2) Contract award procedure.**

1. The contract award procedure in the field of science is conducted as an invitation to tender based on art. 11 section 5 item 1 of the Act of 11 September 2019 - Public Procurement Law (consolidated text: Journal of Laws 2024 item 1320, as amended) and the Act of 23 April 1964 - Civil Code (consolidated text: Journal of Laws 2025 item 1071, as amended).

2. to the activities undertaken by the Contracting Authority, hereinafter referred to as the "Contracting Authority", and the Interested Entity, hereinafter referred to as the "Contractor", in the contract award procedure.

**3) Description of the subject of the order.**

1. The subject of the procedure is the purchase of SoC (System-on-Chip) modules with a Zynq programmable system Ultrascale + MPSoC (Multi- Processor System-on-Chip) for the Astronomical Observatory of the Faculty of Physics, Astronomy and Applied Computer Science of the Jagiellonian University.

2. The order is financed under the project: "Hyper-Kamiokande "

3. A detailed description of the subject of the contract is included in Annex A to this invitation.

4. The subject of the order must be appropriately protected against any damage during transport and insured.

5. The warranty must be at least 12 months.

6. Designation of the subject of the contract according to the Common Procurement Vocabulary code: CPV: 38500000-0 – control and testing equipment.

7. Submitting equivalent offers – the subject of the order was described precisely and understandably. If the Invitation contains any specific names, types, models, symbols, etc., these terms should be understood as referring to a reference product.

8. Any indication of proper names, trademarks, patents, or places of origin of the subject matter of the procurement described in Annex A to the Invitation solely determines the preferred quality and level of technical and/or functional-utility parameters in which the contracting authority is interested. Therefore, it is expressly emphasized that the aforementioned names, trademarks, patents, or places of origin are accompanied by the notation "or equivalent."

**4) Order completion date**

1. The order must be completed **within 180 days from the date of awarding the order, i.e. conclusion of the Agreement.**

**5) Information on the method of communication between the Ordering Party and the Contractors and the submission of declarations and documents, as well as an indication of persons authorized to communicate with the Contractors.**

1. Communication takes place exclusively via electronic means to the email address: [piotr.molczyk@uj.edu.pl](mailto:piotr.molczyk@uj.edu.pl).
2. If the Ordering Party or the Contractor transmits any documents or information electronically, each party shall immediately confirm receipt thereof upon the request of the other party.
3. Before submitting their bids, Contractors may submit comments to the Ordering Party regarding the content of this Invitation. In justified cases, the Ordering Party, taking into account the submitted comments, may amend the content of this Invitation and extend the deadline for submitting bids accordingly.
4. The person authorized to communicate with the Contractors in formal and substantive matters is Mr. Piotr Molczyk, e-mail: [piotr.molczyk@uj.edu.pl](mailto:piotr.molczyk@uj.edu.pl).

**6) Description of the method of preparing offers .**

1. Each Contractor may submit only one offer covering the entire subject of the order and calculate the price for the entire subject of the order.
2. The Contractor must attach to the offer the technical or functional specifications of the devices or another document (e.g. a catalogue card or description) allowing for the assessment of the compliance of the offered devices with the requirements specified in the Invitation, indicating in particular the type of devices offered.
3. The offer, together with the annexes constituting its integral part, should be prepared by the Contractor in accordance with the provisions of this Invitation, i.e. in accordance with the content of the offer form and its annexes included in this Invitation in Polish or in English.
4. The offer must be signed by a person(s) authorized to represent the Contractor, in accordance with the entry in the National Court Register, the Central Registration and Information on Business or another appropriate register, and written in Polish, submitted in the form of a signed scan or signed with a personal, trusted or qualified electronic signature via e-mail to the address indicated in the Invitation.
5. If the offer is signed by a proxy, a power of attorney or other document confirming the authorization to represent the contractor must be attached to the offer.
6. Any corrections or changes to the text of the offer must be signed by the person(s) signing the offer and dated.
7. Settlements between the Contractor and the Ordering Party will be made in Polish zloty (PLN or EUR).
8. The Contractor may stipulate, no later than on the date of receipt of the order, that information related to this order constituting a business secret within the meaning of Art. 11 of the Act of 16 April 1993 on Combating Unfair Competition (Journal of Laws of 2022, item 1233, as amended) cannot be made available.
9. All costs related to the preparation and submission of the offer shall be borne by the Contractor.
10. By submitting a bid, the Contractor declares that it will perform the subject of the order in accordance with all the requirements of the Ordering Party described in this Invitation and its annexes.

**7) Place, method and date of submission and opening of tenders .**

Offers should be submitted by **05.05.2026, 12:00**, to the following address: [piotr.molczyk@uj.edu.pl](mailto:piotr.molczyk@uj.edu.pl), with a designation allowing for the identification of the Contractor and indicating the subject and number of the procedure by marking in the e-mail title "**Offer for the purchase of SoC modules , case number 80.272.120.2026**".

**8) Description of how the price is calculated.**

1. The offer price should be given in PLN or EUR and calculated on the basis of the Contractor's individual calculation, taking into account the Contractor's experience and professional knowledge, as well as all costs necessary to perform the subject of the order , discounts, rebates, etc., which the Contractor intends to grant.

2. For the purposes of evaluating and comparing offers from Contractors that result in a tax liability on the part of the Ordering Party, in accordance with the provisions of the Act of 11 March 2004 on Value Added Tax (consolidated text: Journal of Laws of 2023, item 1570, as amended), the Ordering Party will add VAT to the presented prices. This applies to intra-Community acquisitions of goods (Article 17, paragraph 1, item 3 of the VAT Act), imports of goods (Article 17, paragraph 1, item 1 of the VAT Act) or imports of services (Article 17, paragraph 1, item 4 of the VAT Act) in the case of Contractors from outside the territory of the Republic of Poland.
3. No price indexation is planned, and the calculated price will be a lump sum price for the entire subject of the order.

**9) Description of the activities and criteria that the Contracting Authority will use when selecting the most advantageous offer.**

1. The contracting authority selects the most advantageous offer from among the valid offers submitted in the procedure, taking into account in particular the price of the subject of the contract when evaluating and comparing the submitted offers.
2. During the examination and evaluation of offers, the Ordering Party may request explanations from Contractors regarding the content of the submitted offers, as well as negotiate the content and prices of offers while maintaining the principles of transparency and fair treatment of Contractors.

The Ordering Party reserves the right to conduct negotiations to change the content of offers, in particular in terms of contractual terms, e.g. regarding guarantees or payment terms, prices, improving technical aspects, and after completing the negotiations, the Ordering Party may invite Contractors to submit additional offers.

3. The Ordering Party will correct obvious typographical errors and obvious calculation errors in the text of the offer, taking into account the calculation consequences of the corrections made, as well as other errors consisting in the non-compliance of the offer with the requirements of the Invitation, which do not cause significant changes in the content of the offer, immediately notifying the Contractor whose offer has been corrected thereof.
4. The Ordering Party may reject the offer, in particular if it was submitted after the deadline for submission of offers or if it is inconsistent with the requirements of the Invitation, or if there are other justified circumstances causing it to be inconsistent with applicable regulations.
5. The Ordering Party will reject the offer submitted by:

5.1. A contractor who is a natural person and has been legally convicted of a crime:

- 5.1.1. participation in an organized criminal group or association aimed at committing a crime or a tax crime referred to in Article 258 of the Penal Code,
- 5.1.2. human trafficking referred to in Article 189a of the Penal Code,
- 5.1.3. referred to in Articles 228–230a, Article 250a of the Penal Code or Article 46 or Article 48 of the Act of 25 June 2010 on Sports,
- 5.1.4. financing a terrorist offence, referred to in Article 165a of the Penal 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 Penal Code,
- 5.1.5. of a terrorist nature, referred to in Article 115 § 20 of the Penal Code, or aimed at committing this crime,
- 5.1.6. entrusting work to a minor foreigner, referred to in Article 9, Section 2 of the Act of 15 June 2012 on the effects of entrusting work to foreigners staying illegally on the territory of the Republic of Poland (Journal of Laws, item 769),
- 5.1.7. against economic transactions, referred to in Articles 296–307 of the Penal Code, the offence of fraud, referred to in Article 286 of the Penal Code, the offence against the credibility of documents, referred to in Articles 270–277d of the Penal Code, or a fiscal offence,
- 5.1.8. referred to in Article 9 paragraphs 1 and 3 or Article 10 of the Act of 15 June 2012 on the effects of entrusting work to foreigners staying illegally on

the territory of the Republic of Poland or for a relevant prohibited act specified in the provisions of foreign law;

- 5.2. The Contractor, if an incumbent member of its management or supervisory body, a partner in a general partnership or professional partnership, a general partner in a limited partnership or limited joint-stock partnership, or a proxy has been validly convicted of the offence referred to above (point 5.1).
- 5.3. A Contractor against whom a final court judgment or a final administrative decision has been issued regarding arrears in the payment of taxes, fees or social security or health insurance contributions, unless the Contractor has paid the due taxes, fees or social security or health insurance contributions together with interest or fines before the deadline for submitting bids or has entered into a binding agreement on the repayment of these liabilities.
- 5.4. A contractor against whom a final and binding decision has been issued prohibiting him from applying for a public contract.
- 5.5. A contractor if the contracting authority can establish, based on credible evidence, that the contractor has entered into an agreement with other contractors aimed at distorting competition, in particular if, while 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 offers, partial offers or applications to participate in the procedure, unless they prove that they have prepared these offers or applications independently of each other.
- 5.6. The contractor, if, in the cases referred to in Article 85 paragraph 1 of the Act, there has been a distortion of competition resulting from the prior involvement of that contractor or an entity that belongs to the same capital group with 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 in a manner other than by excluding the contractor from participation in the contract award procedure.
- 5.7. A contractor in relation to whom the conditions described in Article 7 paragraph 1 of the Act of April 13, 2022, on special solutions for counteracting support for aggression against Ukraine and serving to protect national security (consolidated text: Journal of Laws of 2025, item 514) apply.
6. The Ordering Party shall cancel the procurement procedure in particular if no offer is submitted, or all submitted offers are rejected, or the price of the most advantageous offer exceeds the amount that the Ordering Party can allocate to finance the order, or other justified circumstances occur resulting in the invalidity of the Contract for Procurement in the field of science.
7. The Ordering Party shall simultaneously notify all Contractors who submitted offers about the outcome of the procedure, providing factual justification.

**10) Validity period of the offer.**

The validity period of the offer is 30 days from the deadline for submission of offers .

**11) Information on the formalities that must be completed after selecting the offer in order to conclude the Agreement.**

1. Before signing the Agreement, the contractor must submit or deliver:
  - 1.1. a current extract from the relevant register or from the Central Register and Information on Business Activity, if separate regulations require entry in the register or records, if it was not submitted with the offer;
  - 1.2. a copy of the Agreement(s) specifying the basis and principles for jointly applying for a contract in the field of science – in the case of a tender submitted by entities jointly applying for a contract in the field of science (i.e. a consortium);
2. The selected contractor is obliged to conclude the Agreement on the date and at the place designated by the ordering party.

**12) Draft provisions of the Agreement – Appendix No. 2 to the Invitation.**

### 13) Information on the processing of personal data .

In accordance with Articles 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 Article 19 paragraph 1 of the Public Procurement Law, the Jagiellonian University informs that:

1. **The controller** of your personal data is the Jagiellonian University, ul. Gołębia 24, 31-007 Kraków, represented by the Rector of the Jagiellonian University.
2. **The Jagiellonian University has appointed a Data Protection Supervisor** , ul. Czapskich 4, 31-110 Kraków, room no. 27. The Supervisor can be contacted by e-mail: [iod@uj.edu.pl](mailto:iod@uj.edu.pl) or by phone at +4812 663 12 25.
3. Your personal data will be processed on the basis of Article 6(1)(c) of the GDPR for the purpose of the public procurement procedure , *case number 80.272.120.2026* .
4. Providing your personal data is a statutory requirement specified in the provisions of the Public Procurement Law related to participation in public procurement proceedings.
5. The consequences of not providing personal data result from the Public Procurement Law.
6. The recipients of your personal data will be persons or entities to whom the tender documentation will be made available pursuant to Article 18 and Article 74 paragraphs 3 and 4 of the Public Procurement Law, whereas the personal data referred to in Article 9 paragraph 1 of the GDPR, collected in the course of the contract award procedure, will not be made available.
7. Your personal data will be stored in accordance with Article 78, paragraph 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 which the project co-financed or financed by the European Union or its durability can be inspected, or until the expiry of other agreements or obligations arising from implemented projects.
8. You have the right to:
  - 8.1. pursuant to Article 15 of the GDPR, the right to access your personal data;
  - 8.2. pursuant to Article 16 of the GDPR, the right to rectify your personal data;
  - 8.3. pursuant to Article 18 of the GDPR, the right to request the controller to restrict the processing of personal data,
  - 8.4. the right to lodge a complaint with the President of the Personal Data Protection Office if you believe that the processing of your personal data violates the provisions of the GDPR.
9. You do not have the right to:
  - 9.1 the right to delete personal data in connection with Article 17(3)(b), (d) or (e) of the GDPR,
  - 9.2 the right to transfer personal data, referred to in Article 20 of the GDPR,
  - 9.3 the right to object to the processing of personal data, as the legal basis for the processing of your personal data is Article 6(1)(c) in conjunction with Article 21 of the GDPR.
10. **Your personal data, referred to in Article 10 of the GDPR** , may be made available in order to enable the exercise of legal remedies referred to in Section IX of the Public Procurement Law, until the deadline for their submission expires.
11. The Ordering Party informs that decisions **regarding your personal data** will not be made in an automated manner, in accordance with Article 22 of the GDPR.
12. If the performance of the obligations referred to in Article 15 paragraphs 1-3 of the GDPR, in order to exercise your right indicated in point 8 letter a) above, would require a disproportionately large effort, **the Ordering Party may request you** to provide additional information to clarify the request, in particular the name or date of the initiated or completed public procurement procedure.
13. **Your exercise** of the right referred to in point 8(b) above to rectify or supplement your personal data, as referred to in Article 16 of the GDPR, may not result in a change in the outcome of the public procurement procedure, nor may it change the provisions of the

Agreement to an extent inconsistent with the Public Procurement Law, nor may it violate the integrity of the minutes of the public procurement procedure and its annexes.

14. **Your exercise** of the right referred to in point 8(c) above, consisting in requesting the restriction of data processing, referred to in Article 18(1) of the GDPR, does not limit the processing of personal data until the end of the public procurement procedure and also after the procedure in the event of the occurrence of the circumstances referred to in Article 18(2) of the GDPR (the right to limit processing does not apply to storage, to ensure the exercise of legal remedies or to protect the rights of another natural or legal person, or for important reasons of public interest of the European Union or a Member State).

**14) Attachments to the Invitation:**

Annex A – Description of the subject of the contract

Appendix No. 1 – Offer form

Appendix No. 2 – Draft provisions of the Agreement

**Appendix No. 1 to the Invitation**

**OFFER FORM**

CONTRACTING PARTY – **Jagiellonian University**

**ul . Gołębia 24, 31 – 007 Krakow;**

The unit handling the case – **the Public Procurement Department of the Jagiellonian University**

**Straszewskiego 25/3 and 4, 31-113 Krakow**

Name (Company) of the Contractor –

.....,

Headquarters address –

.....,

Correspondence address –

.....,

Tel. – .....; fax – .....

E-mail: .....

NIP – .....; REGON – .....

Referring to the invitation to submit a tender for the purchase of SoC (System-on-Chip) modules with the Zynq programmable system Ultrascale + MPSoC (Multi- Processor System-on-Chip) for the Astronomical Observatory of the Faculty of Physics, Astronomy and Applied Computer Science of the Jagiellonian University.

1. we offer to complete the entire subject of the order for the total **net amount of .....**\* **plus the applicable VAT, which gives the gross amount of .....**\* **(in words .....\*)** and the price includes all costs indicated in point 8) 1. Invitations
2. we declare that we offer a warranty of at least 12 months on the terms and conditions specified in the Invitation and its annexes,
3. we offer an order completion period of up to 180 days, counting from the date of placing the order, i.e. concluding the Agreement,
4. we declare that we have read the provisions of the Invitation and consider ourselves bound by the terms and conditions and rules of conduct specified therein,
5. we declare that we are bound by this offer for a period of 30 days from the date of its opening,
6. we declare that we have fulfilled the information obligations provided for in Articles 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, in relation to natural persons from whom we have directly or indirectly obtained personal data for the purpose of applying for the award of a public contract in this procedure,
7. we declare that we are not subject to exclusion under Article 7 paragraph 1 of the Act of April 13, 2022, on special solutions for counteracting support for aggression against Ukraine and protecting national security (Journal of Laws of 2025, item 514), i.e.:

- we are not a contractor listed in the lists specified in Regulation 765/2006 and Regulation 269/2014, nor entered on the list on the basis of a decision on entry on the list deciding on the application of the measure referred to in Article 1 point 3 of the cited Act;
  - we are 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 2022, items 593 and 655) is a person listed in the lists specified in Regulation No. 765/2006 and Regulation No. 269/2014 or entered on the list or being such a beneficial owner from 24 February 2022, provided that he or she was entered on the list on the basis of a decision on entry on the list deciding on the application of the measure referred to in Art. 1 item 3 of the cited Act;
  - we are not a contractor whose parent entity, within the meaning of art. 3 sec. 1 item 37 of the Act of 29 September 1994 on Accounting (Journal of Laws of 2021, items 217, 2105 and 2106), is an entity listed in the lists specified in Regulation 765/2006 and Regulation 269/2014 or entered on the list or being such a parent entity from 24 February 2022, provided that it was entered on the list on the basis of a decision on entry on the list deciding on the application of the measure referred to in art. 1 item 3 of the cited Act;
8. I declare that I am ( **please select from the list** ): *a micro-enterprise; a small enterprise; a medium-sized enterprise; a sole proprietorship; a natural person not conducting business activity; other type (specify) .....*
9. The contact person for the Contractor is: Mr/Ms ....., tel. ...., e-mail: .....
10. Attachments to the offer form:
- **Appendix No. 1** – Contractor's Declaration;
  - **Other (...)**

**Note! The Contractor is obliged to fill in or cross out the dotted lines and/or spaces marked with "\*" in the offer form template and its attachments, as appropriate.**

Place.....day.....year.

(signature of the person authorized to  
submitting declarations of intent on behalf of the Contractor )



**Appendix No. 1 to the offer form**

**STATEMENT**

By submitting an offer for the purchase of SoC (System-on-Chip) modules with a Zynq programmable system Ultrascale + MPSoC (Multi- Processor System-on-Chip) for the Astronomical Observatory of the Faculty of Physics, Astronomy and Applied Computer Science of the Jagiellonian University , we declare that the conditions described in point 9) section 5 of the Invitation do not occur, resulting in the rejection of the offer.

Place ..... on ..... 2026

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

Annex A to the Invitation

**DESCRIPTION OF THE SUBJECT OF THE ORDER**

1. Description of the subject of the order

The order concerns SoC (System-on-Chip) modules with a Zynq programmable system Ultrascale + MPSoC (Multi- Processor System-on-Chip). Specific XU1 modules are required, manufactured exclusively by Enclustra (no substitutes). Purchases will be made directly from the manufacturer. These modules are miniature computing units equipped with a multi-core processing system (PS ) and programmable logic (PL). The available programmable resources enable the implementation of complex digital systems necessary for the execution of advanced processing algorithms. These modules will be used to produce the MCC 2.0 data concentrator electronic boards and the MPMT ultrasensitive multi-channel Cherenkov radiation photodetectors for the Hyper-Kamiokande project. Prototypes of the electronic boards have already been designed. Each board requires a SoC module, which serves as the core of the board. Below are photos of a sample module.



The order concerns the following versions and number of modules:

- ME-XU1-6CG-1E-D11E-R5.1, 430 pieces, price approx. 369.10 euros per piece

Estimated total order amount is 158,713.00 euros + shipping costs.

According to the presented offer, the unit price for one module of 738.1 euros is reduced by 369 euros, because the AMD Zynq MPSoC integrated circuits The Ultrascale +, which is the heart of the module, was purchased separately, under a separate scientific procedure number 80.272.283.2025.

The ordered modules will be sent to the following institutions producing electronic boards:

- Jagiellonian University Astronomical Observatory (330)
- Warsaw University of Technology (100)

2. ME-XU1-6EG-1I-D11E-R5.0 module specifications

- Programmable device MPSoC xczu6eg-ffvc900-1-i
- 294 users inputs / outputs
- Graphics processing unit Mali-400 MP2 GPU

- RAM Memory 2 GB DDR4 SDRAM with ECC
- Flash Memory quad SPI 64 MB
- Flash Memory eMMC16 GB
- Connectors type Hirose FX10A-168S-SV
- Power supply voltage 5-15V
- Dimensions: 74mm x 54mm

**Appendix No. 2 to the Invitation**



**DRAFT PROVISIONS OF AGREEMENT 80.272.120.2026**

concluded in Krakow on ..... 2026 between:

The Jagiellonian University in Kraków with its registered office at ul. Gołębia 24, 31-007 Kraków, NIP 675-000-22-36, hereinafter referred to as the "Ordering Party", represented by:

1. .... UJ, with the financial countersignature of the Bursar of the Jagiellonian University,

and ....., entered into the National Court Register maintained by the Court ....., under the entry number: ....., Tax Identification Number (NIP): ....., National Business Registry Number (REGON): ....., hereinafter referred to as the "Contractor", represented by:

1. ....

*As a result of the proceedings conducted in the form of an invitation to submit offers based on art. 11 section 5 item 1 of the Act of 11 September 2019 - Public Procurement Law (consolidated text: Journal of Laws of 2024, item 1320, as amended) and the Act of 23 April 1964 - Civil Code (consolidated text: Journal of Laws of 2024, item 1061, as amended), the following Agreement was concluded:*

**§ 1 Subject of the Agreement**

1. The subject of the Agreement is the supply of SoC (System-on-Chip) modules with a Zynq programmable system Ultrascale + MPSoC (Multi- Processor System-on-Chip) for the Astronomical Observatory of the Faculty of Physics, Astronomy and Applied Computer Science of the Jagiellonian University in Krakow (30-224) at 171 Orla Street.
2. The subject of the Agreement will be delivered to the seat of the Astronomical Observatory of the Jagiellonian University in Krakow (30-244) at ul. Orla 171 - (330 pieces) and the Warsaw University of Technology ul. .... (100 pieces).
3. The Contractor is obliged to complete the subject matter of the Agreement, including all accompanying services, **within 180 days** from the date of awarding the order, i.e. conclusion of the Agreement.
4. The order is financed under the project: "Hyper-Kamiokande".
5. A detailed description of the subject of the contract is included in Annex A to this Invitation.
6. The documentation of the procedure, including: the Invitation with annexes and the Contractor's offer, is an integral part of this Agreement.
7. The Contractor shall bear full material and legal liability for any damages incurred by the Ordering Party or third parties as a result of the actions or omissions of the Contractor or persons employed by him in the performance of this Agreement.
8. Subcontracting the performance of a portion of the Agreement does not alter the Contractor's obligations to the Client for the performance of that portion of the Agreement. The Contractor is responsible for the actions, omissions, and negligence of subcontractors and their employees to the same extent as if they were its own actions, omissions, or negligence.

**§ 2**

1. The Ordering Party orders and the Contractor undertakes to perform all necessary activities to implement the subject of the Agreement specified in § 1, and in particular undertakes to comply with the rules specified in the Invitation to tender regarding the manner and form of delivery.
2. The Contractor declares that:

- 2.1 has the appropriate knowledge, experience and has the appropriate base and human resources to perform the subject of the Agreement,
- 2.2 the subject of the Agreement will be performed in compliance with the agreed deadlines, with due diligence, taking into account the professional nature of the activity he conducts,
- 2.3 guarantees the proper performance of all activities necessary to fulfill the provisions of this Agreement.
3. The Subject of the Agreement will be performed by the Contractor using its own resources and with the help of subcontractors .<sup>1</sup>
4. The Contractor declares that the delivered equipment constituting the subject of this Agreement is brand new (i.e. not refurbished, not repaired, not fabricated, not used in previous implementations, coming from current production), complete (in particular with all components, parts, materials necessary for commissioning and use), its purchase and use in accordance with its intended purpose, does not violate the law, including the rights of third parties, and in terms of safety complies with CE standards regarding the safety of electrical devices .

### **§ 3 Remuneration**

1. The amount of remuneration due to the Contractor for the performance of the subject matter of the Agreement was 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: PLN ..... (in words: ..... zlotys 00/100 ) , which after adding the due VAT rate of .....% gives the gross amount of: PLN ..... (in words: ..... zlotys 00/100 ) .<sup>2</sup>  
The remuneration for the subject of the Agreement is set at the net amount of: ..... EUR (in words: ..... euro <sup>00</sup> / <sub>100</sub> ) .<sup>3</sup>
3. The remuneration specified in paragraph 2 includes all costs that the Contractor should have foreseen for the proper performance of the Agreement, including the costs of delivery and insurance, bringing in, installing and commissioning the Equipment.
4. The Ordering Party is a VAT payer and has the Tax Identification Number PL 675-000-22-36.
5. The Contractor is a VAT payer and has a Tax Identification Number (NIP) ..... or is not a VAT payer in the territory of the Republic of Poland.
6. The VAT due on the remuneration amount will be paid by the Ordering Party in the amount of PLN ..... (in words: ..... <sup>00</sup> / <sub>100</sub> ) to the account of the relevant Tax Office in the event that the Ordering Party becomes liable for tax in accordance with the provisions on VAT.<sup>4</sup>
7. The amount of the Contractor's remuneration specified in paragraph 2 above, expressed in EUR, shall be converted into PLN according to the average EUR exchange rate announced by the National Bank of Poland on the last business day preceding the date of delivery of the subject of the order.
8. Settlements between the Contractor and the Ordering Party will be made in PLN / EUR. \*

### **§ 4**

1. The Contractor shall receive remuneration after the entire subject matter of the Agreement has been completed, accepted without reservations and after submitting a properly issued invoice to the organizational unit indicated in § 1, paragraph 1 of the Agreement or the Contractor shall receive remuneration in the form of an advance payment.
2. The deadline for payment of an invoice for the completed and accepted subject of the Agreement or an advance payment invoice is set at 30 days from the date of delivery of a correctly issued invoice.
3. The invoice should be issued as follows:  
**Jagiellonian University, Gołębia 24, 31-007 Kraków,**  
**NIP: 675-000-22-36, REGON: 000001270**  
and provided with a note specifying for which Ordering Entity the order was executed .

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<sup>1</sup>Delete as appropriate.

<sup>2</sup>Depending on the offer.

<sup>3</sup>Depending on the offer.

<sup>4</sup>Depending on the offer submitted

4. The Parties shall consider the date of acceptance to be the date of actual performance by the Contractor of all activities constituting the subject of the order and receipt of the subject of the order without reservations.
5. The Parties agree that the Ordering Party will document defects/damage, in particular by photographing them. This applies in particular to defects and damage occurring during delivery (transport).
6. If the subject of the Contract reaches the Ordering Party damaged or has defects that make it unsuitable for use, the Contractor shall replace it at its own risk and expense, within the shortest possible time agreed by the parties to the Contract.
7. If the subject of the Contract reaches the Ordering Party damaged or defective, the Ordering Party shall indicate the damage or defect to the Contractor.
8. The condition for accepting the delivery of the subject of the Agreement and its receipt by the Ordering Party's employee will be the delivery together with the device of: a warranty card in electronic or paper form, if required by the provisions of the Agreement, the Invitation or Annex A to the Invitation.
9. The Ordering Party will accept the subject of the order immediately, provided that the subject of the Agreement is free from defects.
10. Acceptance of the subject of the Agreement does not exclude the Ordering Party from pursuing claims for improper performance of the Agreement, in particular if defects in the subject of the Agreement are discovered by the Ordering Party after acceptance.
11. The remuneration due to the Contractor shall be paid by transfer from the Ordering Party's bank account to the Contractor's bank account indicated in the invoice, subject to paragraphs 16 and 17 below / with the number: ..... kept at Bank .....\*.
12. The place of payment is the Ordering Party's Bank, and payment takes place upon placing the transfer order by the Ordering Party.
13. The Contractor shall not be entitled to transfer any receivables arising from this Agreement to third parties without the prior written consent of the Ordering Party.
14. In the case of issuing structured electronic invoices within the meaning of Art. 6 section 1 of the Act of 9 November 2018 on electronic invoicing in public procurement, concessions for construction works or services and public-private partnership (i.e. Journal of Laws of 2020, item 1666, as amended) via the Electronic Invoicing Platform available at: <https://efaktura.gov.pl/>, in the "reference" field, the Contractor shall enter the address, enter the following **e-mail address**: .....
15. The Contractor is obliged to indicate on the invoice the account number that was disclosed in the list of entities registered as VAT payers, unregistered and deleted and restored to the VAT register kept by the Head of the National Tax Administration (the so-called "White List" – Article 96b, paragraph 1 of the VAT Act).
16. If the Contractor's bank account is not disclosed on the "White List", the Ordering Party will be entitled to pay the remuneration to the account indicated in 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 transfer to the account indicated in that invoice.
17. In the event that the Contractor is registered as an active VAT payer, the Ordering Party may pay the remuneration using the split payment mechanism, i.e. in the manner indicated in Article 108a, paragraph 2 of the VAT Act. The provisions of the first sentence shall not apply if the subject of the Contract constitutes an activity exempt from VAT or is subject to a 0% VAT rate.
18. The Contractor confirms that the bank settlement account disclosed on the invoice is used solely for the purposes of settlements related to the business activity for which the VAT account is maintained.

#### **§ 5 Guarantee and warranty**

1. The Contractor undertakes to perform the subject of the Agreement without defects (faults), and is obliged to verify the compliance of the markings on the subject of the Agreement with the data contained in the guarantee document (guarantor's declaration) indicated in paragraph 2 of this

- paragraph of the Agreement, as well as the condition of the seals and other security measures placed on it, if such security measures have been applied.
2. The Contractor provides a **12-month** warranty for the subject of the order, counting from the date of execution of the Agreement, i.e., from the date of acceptance of the subject of the Agreement without reservations, taking into account the warranty terms and conditions specified in the Invitation. The warranty covers faults, material and construction defects, as well as failures to fulfill the functional functions of the delivered equipment declared by the Contractor. All costs associated with the warranty implementation are borne by the Contractor.
  3. The warranty will be provided by the manufacturer or its authorized service center or persons at the expense of the Contractor at the Ordering Party's premises, and if this is technically impossible, all organizational activities and costs related to the provision of the warranty service outside the Ordering Party's premises will be borne by the Contractor.
  4. If any defects are found in the completed subject of the Agreement, the Contractor undertakes to replace it free of charge or remove the defects in accordance with the principles and procedure specified in the content of the guarantee document (guarantor's declaration).
  5. The Contractor guarantees the highest quality of the delivered subject matter of the Agreement in accordance with the technical specifications. The warranty covers both defects resulting from causes inherent in the subject matter of the Agreement at the time of acceptance by the Ordering Party, as well as any other physical defects resulting from causes for which the Contractor is responsible, provided that such defects become apparent within the warranty period.
  6. If any defects are found in the completed subject of the Agreement, the Contractor undertakes to replace it free of charge or remove the defects on the terms and in the manner specified in the content of the guarantee document (declaration to the guarantor) indicated in section 4 above, taking into account the provisions of section 7 of this paragraph of the Agreement.
  7. If defects are found in the completed item, the Contractor agrees to replace it free of charge or remedy the defect within a period agreed upon by the Parties by phone, online, fax, or email. ***This period cannot exceed 28 days from the date the Ordering Party notifies the Client of the need for repair or replacement of the defective item.*** All organizational activities and costs related to providing warranty service outside the Contract performance location are borne by the Contractor.
  8. The Contractor guarantees the highest quality of the delivered subject matter of the Agreement in accordance with the technical specifications. The warranty covers both defects resulting from causes inherent in the subject matter of the Agreement at the time of acceptance by the Ordering Party, as well as any other physical defects resulting from causes for which the Contractor is responsible, provided that such defects become apparent within the warranty period.
  9. The warranty period begins on the day following the receipt of the subject of the Agreement, and in the event of replacing the defective subject of the Agreement (its element or module) with a new one or removing a significant defect (fault), the warranty period begins anew from the moment of re-delivery of the repaired items (the subject of the Agreement, its element or module, respectively) to the Ordering Party.
  10. The Ordering Party may exercise its warranty rights for physical defects of the goods regardless of its warranty rights. Warranty rights for physical defects expire after 24 months from the date of delivery of the entire subject of the Agreement to the Ordering Party, confirmed by a signed acceptance protocol without reservations. However, if the Ordering Party exercises its warranty rights, the time limit for exercising its warranty rights is suspended from the date the Contractor is notified of the defect (fault). This time limit continues from the date the Contractor refuses to perform its obligations under the warranty or the ineffective expiry of the time limit specified for remedying the defect (fault) in the subject of the Agreement.
  11. As part of its warranty for physical defects, the Ordering Party will demand—in particular, in the event of defective assembly of the subject of this Agreement by the Contractor—its disassembly and reassembly after replacing it with a defect-free one or removing the defect. In the event of the Contractor failing to fulfill this obligation, section 12 of this paragraph of the Agreement shall apply accordingly.
  12. The Ordering Party undertakes to comply with the basic operating conditions specified by the manufacturer in the provisions of the guarantor's declaration contained in the warranty documents or operating instructions provided by the Contractor, to the extent that it is not inconsistent with the provisions of this paragraph of the Agreement.

13. Warranty terms may not require the Customer to store the packaging in which the equipment was delivered. The Customer may remove the equipment packaging after delivery without voiding the warranty, and the delivered equipment will still be covered by warranty service despite the lack of packaging.

#### **§ 6 Contractual penalties**

1. The Parties reserve the right to claim contractual penalties for non-compliance with this Agreement or improper performance of obligations arising from the Agreement.
2. The Contractor, except when the basis for charging contractual penalties is its conduct not directly or indirectly related to the subject of the Agreement or its proper performance, and subject to section 4 of this paragraph, shall pay the Ordering Party a contractual penalty 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 § 3 section 2 of the Agreement;
  - 2.2. delay in the performance of the subject of the Agreement, including all accompanying services, in the amount of 0.2% of the net remuneration specified in § 3 section 2 of the Agreement for each day of delay, counting from the day following the date of completion of the performance of the subject of the Agreement, specified in § 1 section 4 of the Agreement, but not more than 10% of the net value of the subject of the Agreement referred to in § 3 section 2 of the Agreement;
  - 2.3. delay in removing defects in the subject of the Agreement found upon acceptance, in the amount of 0.2% of the net remuneration specified in § 3 section 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 removing defects, but not more than 10% of the net value of the subject of the Agreement referred to in § 3 section 2 of the Agreement;
  - 2.4. delay in removing defects found during the guarantee or warranty period in the amount of 0.2% of the net remuneration specified in § 3 section 2 of the Agreement for each day of delay, counted from the day following the deadline (day) established in accordance with § 5 section 7 of the Agreement, but not more than 10% of the net remuneration specified in § 3 section 2 of the Agreement,the total maximum amount of contractual penalties for all the reasons indicated above may not exceed 25% of the net remuneration specified in § 3 section 2 of the Agreement.
3. The Ordering Party shall pay the Contractor a contractual penalty in the event of the Contractor withdrawing from this Agreement for reasons attributable solely to the Ordering Party, excluding the circumstances indicated in § 7 section 3 of the Agreement, in the amount of 10% of the net remuneration specified in § 3 section 2 of the Agreement.
4. The Parties may claim compensation in excess of the amount of the stipulated contractual penalties under general principles, and the contractual penalties indicated in sections 2 and 3 above shall be counted towards the additional compensation claimed by a given Party to the Agreement.
5. The claim for payment of contractual penalties shall become due from 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 is entitled to deduct any contractual penalties from the receivables due to the Contractor, including the amount of remuneration specified in the invoice, to which the Contractor agrees.
7. Payment of contractual penalties does not release the Contractor from the obligation to perform the Contract.

#### **§ 7 Withdrawal from the Agreement**

1. In addition to the cases specified in the Civil Code, the Parties have the right to withdraw from this Agreement in the event of the circumstances indicated in paragraph 2.
2. The Ordering Party may withdraw from the Agreement no earlier than within 30 days from the date of becoming aware of the occurrence of one of the following circumstances and no later than the expiry of the guarantee (warranty) period for the subject of the Agreement, i.e. when:
  - 2.1. Due to its insolvency, the Contractor fails to meet its financial obligations for a period of at least 3 months;



- 2.2. the Contractor is liquidated or the Contractor is dissolved without liquidation, the Contractor ceases to conduct business activity or the Contractor is deleted from the CEIDG as an entrepreneur,
  - 2.3. an order was issued to seize the Contractor's assets to an extent that would prevent the performance of the Contract,
  - 2.4. the Agreement, in particular when bailiffs or other authorized bodies seize the Contractor with a total value exceeding PLN 200,000.00 ( in words : two hundred thousand zlotys <sup>00/100</sup> ) or the equivalent of this amount expressed in EUR,
  - 2.5. The Contractor has delivered Equipment that does not comply with the content of the Agreement or has failed to perform the Agreement in accordance with its provisions or has failed to perform any accompanying service,
  - 2.6. The Contractor exceeded the deadline for completing the Contract by 7 days, without the need to set an additional deadline for the Contractor.
3. Furthermore, in the event of a significant change in circumstances resulting in the performance of the Agreement no longer being in the public interest, which could not have been foreseen at the time of conclusion of the Agreement, the Ordering Party may withdraw from the Agreement within 30 days of becoming aware of such circumstances.
  4. The Contractor shall not be entitled to compensation in the event of the Ordering Party withdrawing from the Agreement due to circumstances attributable to the Contractor or in the event of withdrawal from the Agreement pursuant to paragraphs 2 and 3 of this section of the Agreement.
  5. Withdrawal from the Agreement must be made in writing under pain of nullity and must include justification.
  6. If the grounds for withdrawal from the Agreement arise, the Ordering Party is entitled to withdraw partially or in full. The Ordering Party is entitled to use the portion of the Agreement not affected by the withdrawal. In such a situation, the Contractor is entitled to remuneration for the portion not affected by the withdrawal.
  7. Withdrawal from the Agreement does not affect the effectiveness of claims for payment of contractual penalties.

#### **§ 8 Force majeure**

1. Force majeure is defined as an event beyond the Contractor's control, not resulting from organizational problems within the Contractor or its subcontractors, the occurrence or consequences of which the Contractor could not have foreseen, prevented, or counteracted, and which prevents the Contractor from fulfilling, in part or in full, its obligations under this Agreement or which directly affects the timeliness and manner of performance of the Agreement. The Parties recognize force majeure as circumstances of particular importance: declared natural disasters, 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 epidemic threats, declared epidemics, including epidemics of diseases threatening human life or health.
2. If, due to force majeure, a Party is unable to perform its contractual obligations in whole or in part, it will immediately notify the other Party. In such a case, the Parties will agree on the manner and terms of further performance of the Agreement, temporarily suspend its performance, or the Agreement will be terminated.
3. The time limits specified in this Agreement shall be suspended for the duration of the obstacle caused by force majeure.

#### **§ 9 Representatives of the Parties**

1. The Parties agree that the following persons are authorized to conduct direct contacts aimed at ensuring the proper implementation of the subject matter of the Agreement, its ongoing supervision and verification:
  - 1.1. On the part of the Ordering Party: *Mr./Mrs.* ..... – *tel.* ....., *e-mail:* [.....](#)  
or another person indicated by the Ordering Party ;
  - 1.2. On behalf of the Contractor : *Mr/Ms* ..... – *tel.* ....., *e-mail:* .....

2. The Parties agree that the persons indicated in paragraph 1 above are not authorized to make decisions regarding changes to the principles of performance of the Agreement, as well as to incur new obligations or amend the Agreement, unless the Ordering Party's representative is authorized 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 into the Central Register and Information on Business Activity.
3. The Parties agree that the persons indicated above are not authorized to make decisions regarding changes to the principles of performance of the Agreement, as well as to assume new obligations or amend the Agreement.

#### **§ 10 Amendments to the Agreement**

1. The Parties allow the possibility of amending the Agreement without the obligation to conduct new proceedings in the following cases and scopes:
  - 1.1. changing the deadline for the implementation of the subject of the Agreement (initial, final) by shortening or extending it and/or changing the method of implementation by introducing implementation stages, suspension of implementation - due to reasons attributable to the Ordering Party, relating in particular to key changes in the project schedule aimed at ensuring the correct implementation of the project, lack of preparation/handover of the place of implementation/delivery, absence of an employee responsible for the implementation or acceptance of the subject of the Agreement, or reasons attributable to the equipment manufacturer regarding documented problems related to the production or delivery of equipment or other reasons beyond the control of the Parties caused by force majeure within the meaning of § 8 of the Agreement,
  - 1.2. extension of the warranty period, if extended by the manufacturer/Contractor,
  - 1.3. a change in the specific type, model, name, manufacturer of the subject of the Agreement or its components, improvement of quality or other parameters characteristic of a given delivery item or change of technology to an equivalent or better one, in particular in the event of termination of its production or suspension or withdrawal from production after presentation of appropriate documents from the manufacturer or distributor, provided that the price indicated in § 3 cannot be increased and the technical parameters cannot be worse than those indicated in the offer,
  - 1.4. updating solutions due to technological progress or changes in applicable regulations.
2. Changes that do not concern the contractual provisions, e.g. when for organizational reasons they result in the need to change the contact details specified in the Agreement, in particular the bank account number of one of the Parties changes, do not require concluding a written annex to the Agreement, therefore they will be made by submitting a written declaration of the Party affected by the changes to the other Party.

#### **§ 11 Final provisions**

1. All declarations of the Parties to the Agreement shall be made in writing under pain of nullity, by registered letter or with confirmation of their submission.
2. The invalidity of one or more provisions of this Agreement shall not affect the validity of the Agreement as a whole, and in such a case the Parties shall replace the invalid provision with a provision consistent with the purpose and other provisions of the Agreement.
3. In the event of any discrepancies between the content of the Invitation and the provisions of the Agreement, or in matters not regulated by this Agreement, the provisions of the Invitation and its annexes shall prevail.
4. Amendments and supplements to this Agreement may be made only in writing or electronically (qualified electronic signature) under pain of nullity and must be signed by authorized representatives of both the Ordering Party and the Contractor.
5. Neither Party is entitled to transfer its rights and obligations under this Agreement without the written consent of the other Party, in particular the Contractor is not entitled to transfer receivables arising from this Agreement without the prior written consent of the Ordering Party.

6. The Parties undertake to notify each other by registered mail of any change of their registered office address, under pain of deeming correspondence sent to the previously known address to have been effectively delivered.
7. In matters not regulated by this Agreement, the provisions of Polish law (RP) shall apply, in particular the Act of 2 March 2020 on special solutions related to the prevention, counteracting and combating of COVID-19, other infectious diseases and crisis situations caused by them (consolidated text: Journal of Laws of 2025, item 764, as amended) and the Act of 23 April 1964 - Civil Code (consolidated text: Journal of Laws of 2024, item 1061, as amended).
8. 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 the Permanent Mediators of the Court of Arbitration at the General Counsel to the Republic of Poland, in accordance with the Rules of this Court, and only if no settlement is reached before the Permanent Mediator of the Court of Arbitration at the General Counsel to the Republic of Poland, the dispute shall be submitted for resolution to a common court having jurisdiction over the registered office of the Ordering Party.
9. This Agreement has been made in writing pursuant to Articles 78 and 78<sup>1</sup> of the Civil Code, i.e., signed by authorized representatives of both Parties with qualified or handwritten signatures in four identical copies: two (2) in Polish, one for each Party, subject to paragraph 10 below. In the event of any discrepancies in the interpretation of the Agreement, the Polish language version shall prevail.
10. The Parties agree that if this Agreement is concluded electronically using a qualified electronic signature, which is equivalent to ordinary written form pursuant to Article 78 §<sup>1</sup> of the Civil Code. The resulting electronic document constitutes certification that the Parties have jointly made the declarations of intent contained therein, and the date of conclusion is the date of submission of the last (later) declaration of intent by the authorized representatives of each Party.
11. This Agreement is drawn up in Polish and English. In the event of any discrepancies between the language versions, the Polish version shall prevail.

***Ordering Party***

***Performed by***