

SPECIFICATION OF THE ESSENTIAL CONDITIONS OF THE PROCUREMENT (SECP)

- Chapter 1: Guidelines for Contractors together with schedules
- Chapter 2: Detailed description of the subject of the procurement
- Chapter 3: Material provisions of the Contract

General Information

1. The Contractor shall acquaint with the entire specification.
2. Any and all forms specified in this specification, particularly the procurement form, shall be filled out by the Contractor strictly in compliance with Guidelines. If any part of documents does not refer to the Contractor, the Contractor shall write "not applicable".
3. This specification may be used only in the manner for which it is intended.
4. Each Contractor shall place only one bid including one explicitly described bid. If the Contractor places more than one bid, then all its bids shall be rejected.
5. The Contractor shall incur any and all costs of preparing and placing the bid.
6. The Ordering Party shall not accept any partial bids.
7. Variant bids shall not be approved.
8. The scope of the Contractor's tasks is described in Chapters 1-3 of this specification (SECP).
9. Any settlements between the Ordering Party and the Contractor shall be made in PLN, EUR or USD.

CHAPTER 1 – GUIDELINES FOR CONTRACTORS

The Polish Geological Institute – National Research Institute (Polish: Państwowy Instytut Geologiczny - Państwowy Instytut Badawczy), 4 Rakowiecka Str., 00-975, Warsaw, acting under the Act of 29th January 2004 on Public Procurement Law (consolidated text, Journal of Laws of 2010, No. 113, item 759, as amended) invites to place bids in the procedure for granting the procurement made in the form of the open tender of the value exceeding EUR 193,000 for:

Delivery of a sensitive high resolution ion micro probe in the version of multicollector, type SHRIMP IIe/ MC

I. Subject of the procurement.

1. The subject of the procurement is:
 - 1) delivery of a sensitive high resolution ion micro probe in the universal version of multicollector for measurement of isotopic relations of positive ions (stable isotopes of light elements) and negative ions, including elements of high mass number (in the range of 234, 235, 236, 238, 239, 240) type SHRIMP IIe/ MC, along with accessories and software, hereinafter referred to as the "ion micro probe", manufactured for the needs of the Ordering Party;
 - 2) transport to the registered office of the Ordering Party in Warsaw, 4 Rakowiecka Str. (to a place specified by the Ordering Party),
 - 3) assembly, installations and tests of the abovementioned ion micro probe at the registered office of the Ordering Party;
 - 4) training in the scope of use, operation of the ion micro probe and variety of applications in scientific research
 - 5) technical and scientific support

in the scope compliant with the Detailed description of the subject of the procurement – Schedule 2 of the SECP.

2. Sensitive high resolution ion microprobe of the SHRIMP IIe/ MC type will be used for the most precise isotopic determinations *in-situ* and chemical analyses of surface of solid samples. This must be a universal tool for investigating various aspects of evolution of the Earth crust. The ion microprobe will be used in carrying out tasks of the Polish Geological Survey as well as in a wide array of interdisciplinary studies and statutory tasks of the Polish Geological Institute – National Research Institute, including those of economic geology, especially prospecting for mineral deposits and hydrocarbon exploration. The microprobe must be also suitable for tracing climate changes in the geological past on the basis of investigations of oxygen isotopic ratios, calibrating the Paleozoic time-scale, dating of various rocks of the Earth crust, examining cosmic matter (stellar nucleosynthesis, Ti isotopic ratios in meteorites, zircons in the solar system) and measuring trace elements in diamond inclusions. This is also the case of eventual analyses of microscopic samples of nuclear fuels to determine their source. Configuration of the ordered instrument should provide the highest precision and accuracy and scientific quality of the obtained results as well as its versatile character and long working time and the highest availability at the site of the Purchaser. The instrument must make possible also detection of light stable isotopes of oxygen, sulfur and carbon, which are of high diagnostic value in paleotemperature, paleoenvironmental and petrogenetic studies, heavy isotopes important for geochronology (so called absolute-age datings) and nuclear energy (up to mass of plutonium and americium) and other isotopic ratios from a wide range of elements on the periodic table, from hydrogen to americium, used as genetic indicators. The instrument should be also usable for new tasks when its configuration is expanded and / or supplemented.

Delivered ion micro probe must be a complete device and contain all components that are necessary for start-up and proper operation after its installation at the Ordering Party's premises so that declared performance could be achieved.

3. Detailed requirements concerning the subject of the procurement are specified in Chapter 2 of the SECP – Description of the subject of the Procurement and Chapter 3 of the SECP – Important provisions of the Contract.

4. The procurement was assigned code CPV: 38433100-0 – Mass spectrometers

5. The device that meets the requirements specified by the Ordering Party is the SHRIMP IIe/MC high resolution ion micro probe.

At the same time, the Ordering Party points out that it is permissible to place equivalent bids. Offered “equivalent” devices are devices that have:

- a) at least the same features, **i.e. functional and useful features**, as the ion micro probe described in the detailed description of the subject of the procurement in Chapter 2 of this SECP and
- b) technical parameters at at least the same level as specified by the Ordering Party in Chapter 2 of this SECP (the Ordering Party also accepts solutions with better parameters than those described) and
- c) offering accessories in the amount specified by the Ordering Party in Chapter 2 of this SECP, which are important for achieving results of laboratory research and
- d) offered equivalent device must meet the minimum parameters described in the technical specification that constitutes Schedule 7 of this SECP.
- e) All contractors who submit equivalent bids, in accordance with the provisions of the Public Procurement Law Act, are obligated to prove in the contents of their bids that the subjects of the procurement offered by them meet the requirements and technical parameters specified in the SECP or will provide solutions that are better than the described ones.
- f) In particular, the Contractor should give the name of the manufacturer, model of the offered device and a description of its technical and/or functional properties.

6. The procedure is conducted as an open tender with the estimated value exceeding the limit values specified in the regulations issued on the basis of Art. 11 Para. 8 of the Public Procurement Act, according to the Public Procurement Act of 29th January, 2004, hereinafter referred to as the „Act”, published in the Journal of Laws of 2010, Issue 113, item 759 as amended, along with executive acts to that Act.

7. The English version of the Act:

<http://www.uzp.gov.pl/cmsws/page/?D:996>

8. This procurement is funded from the financial backing granted by the Minister of Science and Higher Education within the confines of a program called: "Supporting research infrastructure within the confines of the Polish Science and Technology Fund"

II. Description of the method of preparing bids

1. The bid shall be made on the bid form that is **Schedule 1** of the Guidelines.
2. To the bid shall be attached any and all documents required in chapters V - VIII of the Guidelines and the following documents:
 - 1) filled in form „Warranty and service conditions”, **Schedule 5** of the Guidelines,
 - 2) a document confirming that the tender bond has been paid,
 - 3) filled in technical specification – **Schedule 7** of the Guidelines,
 - 4) technical documentation of the offered device – basic description of the device and technical parameters of the ion micro probe and all bid components, including non-equipment related components,
 - 5) list of parts subject to wear and tear in one year for the offered ion micro probe, including quantities and prices,
 - 6) list containing an estimate of annual maintenance costs of the ion micro probe in case of standard operation,
 - 7) description of the manner of scientific support provided by the Contractor,
 - 8) schedule of implementation of the subject of the procurement with taking into account, in particular, the training and implementation program,
 - 9) list of computers and monitors offered by the Contractor within the confines of this procurement, necessary for the proper operation of the ion micro probe along with a specification of their parameters,
 - 10) description of technical and construction requirements for the premises of the Ordering Party, in which the ion micro probe will be installed,
 - 11) a document under which the power of attorney to represent in the procedure or represent in the procedure and conclude the contract in case of Contractors jointly applying for the procurement is granted. The power of attorney shall be signed by all Contractors jointly applying for the procurement. Signatures shall be affixed by individuals authorized to make declarations of intent and listed in the relevant register or the register of contractors. The power of attorney shall be submitted in the form of original or a copy authenticated by a notary public.
 - 12) If the Contractor is represented by the attorney-in-fact, the bid shall be attached with the power of attorney specifying its scope and signed by individuals authorized to represent the Contractor. The power of attorney shall be submitted in the form of original or a copy authenticated by a notary public.

Documents mentioned in sub-item 1) and sub-items. 3 – 10) may be prepared in English, but all the remaining documents mentioned in these Guidelines must be in Polish or, if they are in English, they must be submitted along with translation.

3. If the Contractor attached a copy of a document to the bid, this copy shall be authenticated by the Contractor or the Contractor's attorney-in-fact to be a true copy.
4. All pages of the bid shall be bound and numbered sequentially. The bid shall specify the number of pages.
5. The bid form shall be the first page of the bid.
6. The Contractors shall present bids in compliance with the provisions of this specification.
7. If the Contractor intends to commission the Subcontractors to carry out a part of the procurement, the Contractor shall specify in the bid this part of the procurement to be commissioned to the Subcontractors.
8. **The bid shall be made in Polish, Polish and English or English in line with guidelines for individual documents specified in this specification, shall be made on a typewriter, computer or written by hand with a pen or inerasable ink. Illegible bids shall not be considered. Documents made in foreign languages shall be**

submitted along with translations into Polish; it is permissible to attach documents mentioned in item 2, sub-item 1) and sub-items 3)-10) above in English.

9. The bid form and any and all schedules shall be signed in compliance with the terms and conditions of the representation or by the Contractor's attorney-in-fact. In order to verify rules of the representation, the Contractor shall attach a valid extract from the proper register or the valid certificate on the entry into the register of business activities, if the entry into the register or the register of business activities is subject to separate provisions, issued at least 6 months prior to the deadline for submitting bids.
10. In case of other entities carrying out part of the procurement, to the bid shall be attached documents that acknowledge authorization to sign statements and other documents, id est a valid extract from the proper register or a valid certificate on the entry into the register of business activities, if the entry into the register or the register of business activities is subject to separate provisions, issued at least 6 months prior to the deadline for submitting bids and the power of attorney for the individual/individuals signing statements or documents.
11. All pages of the bid containing any content shall be signed or initialled by the Contractor or by the Contractor's attorney-in-fact. Any amendments to the bid (alterations, cross-outs, adds) shall be signed or initialled by the Contractor or by the Contractor's attorney-in-fact – otherwise they shall not be approved.
12. If the bid contains any confidential information of the company within the meaning of the unfair competition law, the Contractor shall clearly specify which information in the bid is the company's secret. This information shall be placed in separate internal packaging, its pages shall be bound and numbered in compliance with the sequential numbers of the pages of the bid.
13. The bid shall be placed in the packaging that prevents from reading its content without damaging this packaging prior to the day of opening bids. The packaging shall be marked with the Contractor's business name and address.
14. The Contractor shall place the bid in the packaging addressed to the Ordering Party and marked as follows:

„Bid for delivery of a sensitive high resolution ion micro probe in the version of multicollector, type SHRIMP IIe/ MC”
Do not open before **24th of October 2011, 12:15 [EZ]**”
17. The Contractor may change or withdraw the bid placed prior to the deadline for submitting bids.
18. The Ordering Party shall immediately inform the Contractor that its bid was submitted after the deadline and return the bid to the Contractor after the deadline for lodging appeals.

III. Requirements concerning the bid bond

The Ordering Party requires that the Contractors provide the bid bond.

1. The bid must be secured by a bid bond in the amount of: **PLN 100,000 (say: one hundred thousand PLN).**
2. The bid bond must be provided not later than on the deadline for bids submission in one or several of the following forms (at the Contractor's discretion):
 - In money – via bank transfer – to the account of the Ordering Party at: Getin Noble Bank SA, account No: 52 1560 0013 2366 2335 1965 0001;
 - recognition by the Ordering Party that the bid bond was provided at the required date is based on the date on which the money is credited to the Ordering Party's account.
 - In bank sureties and warranties;
 - In insurance guarantees;
 - In guarantees provided by entities mentioned in Art. 6b para. 5 item 2 of the Act of 9th November, 2000 on establishment of the Polish Agency for Enterprise Development (Journal of Laws Issue 109, item 1158 as amended).

Documents confirming that the bid bond was provided must be attached to the bid by the Contractor.

3. The bid bond must cover the whole bid validity period.
4. Contractors whose bid is not secured by an acceptable form of the bid bond shall be excluded from the procedure.
5. Contractors who do not provide the bid bond, also for an extended period of bid validity, shall be excluded from the tender proceedings.
6. Submitted warranty or suretyship must contain an obligation in accordance with Art. 46 Para. 4a and 5 of the Public Procurement Law Act.
7. The Ordering Party shall retain the bid bond along with interest if the Contractor whose bid was selected:
 - rejected to enter into a contract concerning the public procurement according to the conditions specified in the bid,
 - did not provide the required performance bond in line with principles specified in the SECP,
 - it was not possible to enter into the Contract for reasons attributable to the Contractor,
 - in response to the notification mentioned in Art. 26 Para. 3, did not submit documents or declarations mentioned in Art. 25 para. 1, or powers of attorney, unless he can prove that it is not attributable to him.
8. The Ordering Party will return the bid bond to the cash office of PIG-PIB or place and order at the bank in accordance with the conditions specified in Art. 46 of the Public Procurement Law Act.

IV. Terms and conditions for participating in the procedure and description of the method of evaluating if these terms and conditions are met.

Contractors who meet the following terms and conditions may apply for the procurement:

1. they have rights to carry out a specific activity or take specific actions, if such rights are required by the applicable laws,
2. they have knowledge and experience.
 - 2.1.1 They can prove that during the last *three years* before the day of commencement of the proceedings in question and if the period of conducting business activity is shorter, then within that period, they performed *at least one delivery* the type and value of which correspond with the delivery that is the subject of the procurement, stating its value, subject, date of execution and recipients and attach documents confirming that the delivery was performed with due diligence or is performed with due diligence. It is required to prove that *at least 1 delivery was performed*, which included *delivery, assembly and installation of a high dimension ion micro probe – comparable with the dimensions described in the Technical Specification – Schedule 7 of the Guidelines*.
 - 2.1.2. From the attached document confirming that the delivery was performed with due diligence, it must follow that it applies to the delivery mentioned in Schedule 4.
 - 2.1.3. If a bid is submitted by Contractors who jointly apply for the procurement, the abovementioned condition may be met jointly by the Contractors.
3. they have a relevant technical potential and personnel who can perform the procurement.
4. they meet terms and conditions concerning their economic and financial situation.

The evaluation of the aforesaid terms and conditions shall be made in compliance with the formula: “meet – does not meet” on the basis of information specified in documents and statements detailed in Chapter IV of the Guidelines.

V. A list of statements and documents to be provided to Contractors in order to acknowledge the fulfilment of terms and conditions of participating in the procedure.

The Contractor shall attach the following documents to the bid:

1. The Contractor’s statement on its necessary financial, personnel and technical potentials and experience to perform the procurement made on the form being **Schedule 2** of the Guidelines.
2. A list of performed deliveries in the scope that is necessary to prove that the Contractor meets the condition of knowledge and experience during the last three years prior to the deadline for submitting bids, and if the period of economic activity is shorter, then within that period, stating its value, subject, dates of execution and recipients and attaching a document confirming that these deliveries were performed with due diligence – submitted on the form that is **Schedule 4** of these Guidelines.
3. The Contractor may rely on its knowledge and experience, technical potential, individuals capable of performing the procurement or other entities’ financial capacities, irrespective of the legal nature of relationships between the Contractor and these entities. In this case the Contractor shall prove the Ordering Party that it shall have necessary resources to perform the procurement, in particular it shall provide a written

covenant of these entities to provide necessary resources within the period of using their services to perform the procurement (**Schedule 6** of the Guidelines shall be applicable).

4. If the aforesaid Contract is not made, is made wrongly or is erroneous, the Ordering Party shall call to supplement this covenant under Art. 26 (3) of the Public Procurement Law Act.
5. Contractors placing the bid jointly shall attach the document mentioned in Para. 1 to the bid, signed by all of the Contractors.
6. The Ordering Party shall call Contractors who do not submit the aforesaid statements or documents or who submit erroneous documents to supplement them within the specific period, unless the Contractor's bid is to be rejected or the procedure is to be annulled despite supplementing such documents.
7. If the Contractor who meets the terms and conditions referred to in Art. 22 para. 1 of the Public Procurement Law Act relies on resources of other entities under the provisions of Art. 26 para. 2b of the Public Procurement Law Act and these entities shall carry out the part of the procurement, the Contractor shall specify in the bid – in respect of these entities – the document referred to in Chapter VI, item 1-6.

VI. In order to prove the lack of grounds for excluding from the procedure, the Ordering Party requires to provide with the bid (applies to Polish Contractors):

1. In order to show the lack of grounds for excluding from the procedure for granting the procurement the Contractor shall provide – under the Art. 24 para. 1 of the Act - the statement on the lack of grounds for excluding from the procedure on the form being **Schedule 3** of the Guidelines.
2. A valid extract from the relevant register, if the entry into the register is subject to separate regulations, in order to show the lack of grounds for excluding under Art. 24 para. 1 item 2 of the Act issued not earlier than 6 months prior to the deadline for submitting bids and as regards natural persons - the statement under Art. 24 para. 1 item 2 of the Public Procurement Law Act.
3. A valid certificate issued by an appropriate tax office head confirming that the Contractor is not in arrears with payment of taxes or a certificate that he was granted exemption, deferment or payment of outstanding payments by installments or superseding in full the execution of a decision of an applicable authority provided by law – issued not earlier than 3 months prior to the deadline for submitting bids.
4. A valid certificate issued by an appropriate branch of the Social Insurance Company or Farmer's Social Security Fund confirming that the Contractor is not in arrears with payment of health and social insurance premiums or a confirmation that he was granted exemption, deferment or payment of outstanding payments by installments or superseding in full the execution of a decision of an applicable authority provided by law – issued not earlier than 3 months prior to the deadline for submitting bids.
5. A valid information from the National Criminal Register in the scope specified in Art. 24 para. 1 item 4 – 8 of the Act, issued not earlier than 6 months prior to the deadline for submitting applications for admission to tender procedure.
6. A valid information from the National Criminal Register in the scope specified in Art. 24 para. 1 item 9 of the Act, issued not earlier than 6 months prior to the deadline for submitting applications for admission to tender procedure.
7. In case of Contractors placing the bid jointly, the documents referred to in Chapter V item 1-6 shall be submitted by each Contractor placing the bid jointly.
8. The Ordering Party shall call Contractors who do not submit the aforesaid statements or documents or who submit erroneous documents to supplement such documents within the specific period, unless the Contractor's bid is to be rejected or the procedure is to be annulled despite supplementing such documents.

VII. In order to show the lack of grounds for excluding from the procedure the Ordering Party requires to provide with the bid (foreign Contractors):

1. If the Contractor's seat or place of residence is outside the Republic of Poland, instead of documents referred to in Chapter VI:
 - 1.1.) item 2 – it shall submit a document or documents issued in the country of its seat or place of residence which acknowledge respectively that it is not subject to liquidation or bankruptcy.
 - 1.2.) item 3 and 4 – it shall submit a document or documents issued in the country of its seat or place of residence which acknowledge respectively that it is not in arrears with payment of taxes, charge, social and health insurance premiums or that it was granted exemption, deferment or payment of outstanding

payments by installments or superseding in full the execution of a decision of an applicable authority provided by law.

- 1.3.) item 5 – it shall submit a certificate issued by an applicable court or administration authority at its place of residence or place of residence of the person to which the documents apply, in the scope specified in Art. 24 para. 1, item 4-8 of the Act.
 - 1.4.) item 6 – it shall submit a document or documents issued in the country of its seat or place of residence which acknowledge respectively that it was not prohibited from applying for the procurement.
2. Documents referred to in item 1.1.), 1.3.) and 1.4.) should be issued not earlier than 6 months prior to the deadline for submitting bids, the document mentioned in item 1.2.) should be issued not earlier than 3 months prior to the deadline for submitting bids.
 3. If in the individual's place of residence or in the country of the Contractor's seat or place of residence no documents referred to in item 1 above are issued, such documents shall be replaced with a document containing a statement made before a notary public, relevant court, administrative authority or professional or economic authority having jurisdiction over the individual's place of residence or the country of the Contractor's seat or place of residence. Provisions of item 2 shall apply respectively.

In case of any doubts about the content of the document submitted by the Contractor whose seat or place of residence is outside the Republic of Poland, the Ordering Party may apply to relevant authorities having jurisdiction over the individual's place of residence or the country of the Contractor's seat or place of residence for necessary information on the document submitted.

The Ordering Party shall call Contractors who do not submit the aforesaid statements or documents or who submit erroneous documents to supplement such documents within the specific period, unless the Contractor's bid is to be rejected or the procedure is to be annulled despite supplementing such documents.

VIII. Requirements for the subject of the procurement – documents to be provided by the Contractor in the bid in order to acknowledge that the offered delivery meets requirements specified by the Ordering Party

In order to confirm that the offered equipment meets the technical and functional requirements contained in Chapter 2 – Description of the subject of the procurement, the Contractor must provide:

- 1) Filled in Technical specification – **Schedule 7** of the Guidelines,
- 2) technical documentation of the offered device – a basic description of the device and technical parameters of the ion micro probe and all bid components, including non-equipment related ones
- 3) description of the manner of scientific support provided by the Contractor,
- 4) schedule of implementation of the subject of the procurement, particularly taking into account the training and implementation program,
- 5) list of computers and monitors offered by the Contractor within the confines of this procurement, necessary for the proper operation of the micro probe, along with stating their parameters,
- 6) description of technical and construction requirements for the premises of the Ordering Party, in which the ion micro probe will be installed.

The Ordering Party shall call Contractors who do not submit the aforesaid statements or documents or who submit erroneous documents to supplement such documents within the specific period, unless the Contractor's bid is to be rejected or the procedure is to be annulled despite supplementing such documents.

IX. General terms and conditions for taking part in the procedure:

1. The Contractor must offer the subject of the procurement that is compliant with the requirements of the Ordering Party, specified in the SECP, to prove which, he must attach to the submitted bid a detailed technical description containing names and technical data of all procurement components in English, making it possible to properly verify if the offered devices meet the requirements of the Ordering Party,
2. For the offered equipment, the Contractor must provide at least the warranty specified in **Schedule 5** of the Guidelines – Minimum warranty and service conditions concerning the ordered equipment along with free-of-charge (included in the price of the bid), ongoing maintenance from the day of installation of the device at the registered office of the Ordering Party and at the place specified by the Ordering Party, after the start-up, testing, training and signing of the delivery and acceptance act.

3. The Contractor must ensure that warranty service will be provided by the Contractor or an appropriate, authorised service center;
4. The Contractor must ensure that repairs will be carried out only at the place of operation. A high degree of damage or complexity of repair (e.g. necessity to order special spare parts) may make it necessary to deviate from this principle. In such cases, consent of the Ordering Party will be necessary each time. All costs connected with the performance of the repair, including, in particular, the cost of transport of the device (part) subject to repair will be each time borne by the Contractor (within the warranty period);
5. The Contractor must ensure the execution of the procurement within the period specified in section X of these Guidelines.
6. The Contractor must ensure that the scientific personnel of the Ordering Party will undergo appropriate training in the scope necessary to operate the delivered devices. The period of training must not be shorter than that specified in Schedule 2 of the SECP;
7. The Contractor must ensure that the offered delivery shall be admitted to marketing within the territory of European Union.
8. The Contractor must attach to the bid all the documents required in Section II of the Guidelines.

X. Time limit for performing the procurement.

Required is execution of the delivery along with installation of the delivered equipment at the place specified by the Ordering Party, performance of control tests and training of the Ordering Party's employees, in the scope and number of hours specified in the detailed description of the subject of the procurement, confirmed in the delivery and acceptance act - **by 31st July, 2013.**

XI. Description of criteria considered by the Ordering Party while choosing the bid, meaning of such criteria and method of the bid evaluation

1. While choosing the most advantageous bid, the Ordering Party shall consider the following criteria and their importance

- 1) gross bid price: 50 %

Bids shall be evaluated in the following manner:

The maximum number of points (50) will be granted to the Contractor who proposes the lowest total price for the execution of the procurement; the remaining Contractors will be granted appropriately lower number of points, in accordance with the following formula:

$$\frac{\text{price of the cheapest bid}}{\text{price of the evaluated bid}} \times 50\% \times 100 = \text{number of points}$$

Calculation of the price will be carried out in accordance with the provisions of Section XII of this SECP and VAT rate valid on the bid opening day.

2) Time for implementation and achieving full operator's capacity for independent operation of the ion micro probe: 25%

Time calculated from the moment of installation and start-up of the whole device at the registered office of the Ordering Party; the time must be expressed in full weeks.

Bids will be evaluated in the following manner:

The maximum number of points (25) will be granted to the Contractor who proposes the shortest time for implementation and achieving full operator's capacity for unaided operation, **however, the time may not exceed 24 weeks and points will be granted according to the following principle:**

- a) time up to 8 weeks: the Contractor will get the maximum number of points: **25 pts.**
- b) if the Contractor proposes time which is longer than that specified in a) above, the Contractor will get **1.5 point less** for each additional week
- c) if the Contractor proposes time which amounts to 24 weeks, the Contractor will get **1 point**
- d) if the Contractor proposes time which exceeds 24 weeks, the Contractor will get **0 points**

In order to grant points in this criterion, the Contractor is obliged in the Bid Form – Schedule 1 of the SECP – in item 3 – to give fill in the expected time for implementation and achieving full operator’s capacity for unaided operation as well as take that time into account in the „Schedule of implementation of the subject of the procurement with taking into account, in particular, the training and implementation program.” submitted with the offer.

3) Annual maintenance costs in case of standard operation of the device: 25%

Bids will be evaluated in the following manner:

The maximum number of points (25) will be granted to the Contractor who proposes the lowest annual price for annual maintenance costs in case of standard operation of the device; the remaining Contractors will get an appropriately lower number of points, in accordance with the following formula:

$$\frac{\text{Lowest annual price for maintenance costs}}{\text{Evaluated annual price for maintenance costs}} \times 25 \% \times 100 = \text{number of points}$$

So that points could be granted in this criterion, the Contractor is obliged to attach to the bid a specification containing annual maintenance costs for the device (equipment) in case of standard operation of the device.

If the above costs are given in a foreign currency, the Ordering Party, in order to compare the lists containing operating costs submitted by the Contractors, will convert the total value of costs into the Polish currency according to the mean exchange rate published by the national bank of Poland on the bid opening day.

1. The Ordering Party shall grant the procurement to the Contractor whose bid meets all requirements specified in this specification and was evaluated as the most advantageous on the basis of the selection criterion – the bid which was awarded the largest number of points.
The awarded points shall be calculated to two decimal places.

XII. Description of the manner of bid price calculation

1. The Contractor shall consider prices for all elements of the subject matter of the procurement.
2. In case of the delivery from abroad the terms of delivery shall be the DDP formula as per INCOTERMS 2010 extended by the unloading and carrying of the equipment into the site, as indicated by the Ordering Party, excluding the Polish VAT in case of foreign contractors.
3. The bid price shall contain all costs concerning the performance of the subject matter of the procurement, particularly costs of all equipment along with accessories and software, VAT, customs fees and charges, transport costs, transport insurance, costs of the unloading and carrying of the equipment into the site indicated by the Ordering Party, as well as costs of assembly, installation, tests and training, technical support, scientific support and user’s documentation.
4. Prices of all elements of the subject matter of the procurement shall include all and any possible discounts offered by the Contractor.
5. All prices fixed by the Contractor shall be valid within the Contract duration period and shall not be modified.
6. The Ordering Party shall correct any obvious writing errors, obvious accounting errors and other errors in the bid under Art. 87 para. 2 of the Public Procurement Law Act.
7. Polish Contractors shall give the gross procurement value in the Bid Form.
Foreign Contractors who take part in this procedure, who under separate provisions are not obliged to pay VAT on the territory of Poland, should enter in the form the net value of the procurement. If the value is given in „EUR” or „USD”, procurement value shall be converted by the Ordering Party into PLN in accordance with the mean exchange rate of the National Bank of Poland on the bid opening day. Only for bid assessment and comparison, the Ordering Party will add, at the bid evaluation stage, the value of applicable VAT and possible customs duty. Net value shall be specified in the Contract, the Ordering Party shall pay VAT on its own.

XIII. Bid validity period.

1. The Contractor shall be bound by the bid for 60 days.
2. The bid validity period shall commence upon expiry of the time limit for submitting bids.

XIV. Place and deadline for submitting and opening bids.

1. Bids shall be submitted to the office of the Polish Geological Institute – National Research Institute (Polish: Państwowy Instytut Geologiczny - Państwowy Instytut Badawczy) in Warsaw, 4 Rakowiecka Str., building A; room No. 15.
2. **The deadline for submitting bids shall be 24th of October, 2011 at noon (12:00 p.m.).** Bids submitted to the Ordering Party after this deadline shall be returned unopened after the expiry of the statutory time limit.
3. **Bids shall be opened on the day of the deadline for placing bids at 12:15 p.m.** at the seat of the Ordering Party in building A, room No. 231.

XV. Information on the method of communications between the Ordering Party and Contractors and of submitting statements and documents, as well as the appointment of individuals authorized to contact with Contractors

1. Statements, motions and notices shall be submitted to Contractors and the Ordering Party via fax or e-mail. The Ordering Party may send the notice on supplementing documents under Art. 26 para. 3 of the Public Procurement Law Act via fax or e-mail, but Contractors shall be obliged to lodge documents in writing.
2. The Ordering Party's fax No.: +48 22 459 20 23, e-mail: karolina.filipczak@pgi.gov.pl
3. The Contractor shall acknowledge (via fax or e-mail) receipt of the correspondence. The individual responsible for contacting with Contractors shall be: Karolina Filipczak fax +48 22 459 20 23; e-mail: karolina.filipczak@pgi.gov.pl from 10 a.m. to 2 p.m. on business days.
4. The Ordering Party notifies that any unrestricted information of bids shall be disclosed as follows:
 - The Contractor shall submit to the Ordering Party's seat a written application for disclosing the information of the specific bid (bids),
 - The Ordering Party shall establish the scope of information to be disclosed to the Contractor on the basis of the reservation about the company's secret specified in the bid (bids),
 - On completion of the aforesaid activities the Ordering Party shall determine the place and date of making the bid (bids) available and notify the Contractor of this fact in writing (fax is acceptable).

XVI. Performance bond-related requirements

1. In order to ensure the proper performance of the Contract, a bond is established in the amount of 5% of the bid remuneration.
2. The Parties agree that 100% of the bond mentioned in Para. 1 shall be provided by the Contractor prior to the signature of the Contract in:
 - money – via bank transfer – to the Ordering Party's account at : Getin Noble Bank SA, account No: 52 1560 0013 2366 2335 1965 0001;
 - bank surety or a surety issued by a savings and credit union, unconditional, irrevocable, payable on first demand of the Ordering Party, lasting longer by 30 days than the obligation secured by the bond; however, the liability of a saving and credit union is always a monetary liability,
 - bank guarantee or bank surety - unconditional, irrevocable, payable on first demand of the Ordering Party, lasting longer by 30 days than the obligation secured by the bond.
 - insurance guarantee - unconditional, irrevocable, payable on first demand of the Ordering Party, lasting longer by 30 days than the obligation secured by the bond.
 - sureties granted by entities mentioned in Art. 6b Para. 5 item 2 of the Act of 9th November, 2000 on establishment of the Polish Agency for Enterprise Development, submitted to the cash office of the Polish Geological Institute, 4 Rakowiecka Str. in Warsaw, building A, room No 12A, Monday to Friday, 10 a.m. to 2 p.m. on business days.
3. Document which shall be a confirmation that the performance bond was provided (e.g. a copy of bank transfer receipt or the original guarantee) should be attached by the Contractor to the Contract that shall be entered into.
4. **It is permissible to provide the bond to the amount specified in para. 1, at the Contractor's discretion, in one or more forms specified above.**
5. If the bond is provided in the form of warranties and sureties, they must be issued for the period covering the execution of the procurement and guarantee and warranty period.
6. Performance bond following from the provisions of para. 1 shall be returned to the Contractor at the dates specified in §6 para. 8 and 9 Chapter 3 – Material provisions of the Contract.

XVII. Advance payments

The Ordering Party provides for granting an advance payment against the execution of the procurement in question. Detailed conditions for granting the advance payment were described in Chapter 3 – Material provisions of the Contract.

XVIII. Information on expected supplementary procurements

The Ordering Party takes into account the possibility to prepare supplementary procurements during the last 3 years from granting the basic procurement at the amount of 10% of the value of the basic procurement, as referred to in Art. 67 para. 1 item 7 of the Public Procurement Law Act.

XIX. Information on formalities to be met after selecting the bid to conclude the Procurement Contract

1. Contractors jointly applying for the procurement shall submit the document governing the rules of the entities' cooperation prior to concluding the contract. If the bid is placed by the consortium, the consortium contract shall specify as follows: its business purpose, cooperation period including the period of performing the subject matter of the contract, warranty and statutory warranty, individual authorized to represent, ban on amending the contract without Contracts with the Ordering Party.
2. The Ordering Party shall notify the Contractor, the bid of whom was selected, of the date and place of entering into the contract.

XX. Material provisions of the Contract

1. All material provisions of the Contract are specified in Chapter 3 of this specification.
2. The provisions of the Contract not questioned in writing within the time limit for questions and explanations about the specification shall be approved by the Contractor without any reservations upon the signature of the Contract.

XXI. Legal remedies

Contractors participating in the procedure for granting the procurement shall be entitled to legal remedies specified in Section VI of the Public Procurement Law Act.

Schedules of the Guidelines:

Schedule 1 - Bid Form

Schedule 2 – Contractor's statement on meeting terms and conditions

Schedule 3 – Statement on lack of grounds for excluding

Schedule 4 – Professional experience

Schedule 5 – Minimum warranty and service conditions for the ordered equipment

Schedule 6 – Agreement to cooperate

Schedule 7 – Technical specification

Warsaw, 13.09.2011 r.

APPROVED

Dyrektor Państwowego Instytutu Geologicznego
Państwowego Instytutu Badawczego
prof. dr hab. Jerzy Nawrocki

Schedule 1 of the Guidelines - Bid Form/Załącznik nr 1 do Instrukcji Formularz oferty



BID FORM/ Oferta

We, the undersigned,

My, niżej podpisani

acting on behalf of and for (company name)

Działając w imieniu i na rzecz firmy (nazwa firmy)

Address of the registered office

Adres siedziby

Mailing address

Adres do korespondencji

tel., fax, e-mail:

Contact person

Osoba do kontaktu

In response to the notice on invitation to the open tender for: „**Delivery of sensitive high resolution ion micro probe in the version of multicollector, type SHRIMP IIe/ MC**” we hereby place the following bid:

W odpowiedzi na ogłoszenie o postępowaniu prowadzonym w trybie przetargu nieograniczonego na: „Dostawę wysokorozdzielczej i czułej mikros sondy jonowej w wersji multikolektora typu SHRIMP IIe/ MC” składamy niniejszą ofertę:

1. We hereby declare that we have acquainted with the SECP along with schedules and we do not have any objections to these documents. *Oświadczamy, że zapoznaliśmy się z Specyfikacją Istotnych Warunków Zamówienia wraz z załącznikami i nie wnosimy do tych dokumentów żadnych zastrzeżeń.*

2. Price Cena

2.1. We offer execution of the procurement meeting the conditions specified in SECP, manufactured by: (*give company name*).....*model*:....., along with transport, unloading and carrying to a place specified by the Ordering Party, assembly, start-up, training, technical and scientific support for the following price: (say:) PLN*/ EUR*/ USD*

* price given only in one of the currencies – cross out not applicable

Oferujemy realizację zamówienia spełniającego warunki opisane w SIWZ, zbudowanego przez: (podać nazwę firmy).....model:....., wraz z transportem, rozładunkiem i wniesieniem do miejsca wskazanego przez Zamawiającego, montażem, uruchomieniem, szkoleniem,

wsparciem technicznym i naukowym za cenę: (słownie:
.....) PLN*/EURO*/USD*

* cena wyrażona wyłącznie w jednej z podanych walut - niepotrzebne skreślić

2.2. The price quoted above was calculated with application of VAT rate amounting to:%.

Powyższa cena została obliczona przy zastosowaniu stawki VAT w wysokości:.....%.

2.3. In case of delivery from abroad, the price was calculated on a DDP basis according to INCOTERMS 2010, with its extension by unloading and carrying to the place specified by the Ordering Party, excluding the Polish VAT.

W przypadku dostawy z zagranicy cena została ustalona zgodnie z formułą DDP według INCOTERMS 2010., z rozszerzeniem jej o rozładunek i wniesienie do miejsca wskazanego przez Zamawiającego, z wyłączeniem polskiego podatku VAT.

2.4. Polish Contractors quote gross price for the execution of the procedure in question.

Wykonawcy polscy podają cenę brutto za realizację przedmiotowego postępowania.

2.5. Foreign Contractors who take part in this procedure, who under separate provisions are not obliged to pay VAT on the territory of Poland, should enter in the form the net value of the procurement. If the value is given in „EUR” or „USD”, procurement value shall be converted by the Ordering Party into PLN in accordance with the mean exchange rate of the National Bank of Poland on the bid opening day. Only for bid assessment and comparison, the Ordering Party will add, at the bid evaluation stage, the value of applicable VAT.

Wykonawcy zagraniczni biorący udział w niniejszym postępowaniu, którzy na podstawie odrębnych przepisów nie są zobowiązani do uiszczania podatku od towarów i usług na terytorium Polski, winni wpisać wartość netto zamówienia. W przypadku podania wartości w „EURO” lub w „USD” wartość zamówienia zostanie przeliczona przez Zamawiającego na PLN zgodnie ze średnim kursem NBP z dnia otwarcia ofert. Wyłącznie do oceny i porównania ofert Zamawiający doliczy na etapie oceny ofert kwotę należnego podatku VAT.

2.6. Payment for the subject of the Contract described in para. 2.1. will be effected to a bank account at, account No

Zapłata za przedmiot umowy opisany w ust. 2.1. dokonywana będzie na rachunek bankowy w Nr rachunku

3. Time for implementation and achieving full operator's capacity for unaided operation of the ion micro probe amounts to: weeks (but shall not exceed 24 weeks).

The above time is calculated from the moment of installation and start-up of the complete device at the Ordering Party's premises to achieving full capacity for unaided operation of the ion micro probe by the operator.

Czas na wdrożenie i uzyskanie pełnej zdolności operatora do samodzielnej pracy na mikros sondzie jonowej wynosi: tygodni (lecz nie dłuższy niż 24 tygodnie)

Powyższy czas liczony jest od momentu zamontowania i uruchomienia całego urządzenia w siedzibie Zamawiającego do uzyskania przez operatora pełnej zdolności do samodzielnej pracy na mikros sondzie jonowej.

4. For the offered subject of the procurement, we provide warranty in accordance with the conditions specified in the Form - „Warranty and service conditions” which is Schedule, for the period of months (at least 36 months).

Na oferowany przedmiot zamówienia udzielamy gwarancji na warunkach określonych w Formularzu - „Warunki gwarancji i serwisu” stanowiącym zał. nr, na okres miesięcy (minimum 36 miesięcy).

5. We shall execute the procurement along with delivery, assembly, installation and tests of the abovementioned ion micro probe at the registered office of the Ordering Party; along with training in the scope of use and operation of the ion micro probe and variety of applications in scientific research, by 31st July, 2013.

Zrealizujemy zamówienie wraz z dostawą, montażem, instalacją i testami ww. mikros sondy jonowej w siedzibie Zamawiającego; szkoleniem w zakresie użytkowania, obsługi mikros sondy jonowej i różnorodności zastosowań w badaniach naukowych, w terminie do 31.07.2013 r.

6. Payment will be effected in accordance with the conditions described in the SECP – Chapter 3, Material provisions of the Contract.

Płatność nastąpi na warunkach opisanych w SIWZ – Rozdział 3 Istotne postanowienia umowy.

7. The following parts of the procurement shall be performed by subcontractors: (specify the type and scope of work).

Następujące części zamówienia zostaną wykonane przez podwykonawców: (określić rodzaj i zakres prac).

8. We shall be bound by this bid for the period of 60 days from the deadline for submitting bids.

Uważamy się za związanych niniejszą ofertą przez okres 60 dni liczonych od upływu terminu składania ofert.

9. Bid bond in the amount of PLN.....was provided on in the form of

The bid bond should be returned to the following address/account No *

.....

(* to be filled in by the Contractor who provided the bid bond in money)

Wadium w kwocie.....zł. zostało wniesione w dniu w formie

Wskazujemy adres/nr konta na które należy zwrócić wadium*

(* wypełnia Wykonawca, który wadium wniósł w formie pieniądza)

10. Prior to the signature of the Contract, we shall provide the performance bond in the amount of, i.e. 5% of the bid remuneration, in the form of

Przed zawarciem umowy wniesiemy zabezpieczenie należytego umowy w wysokości tj. 5 % wartości wynagrodzenia ofertowego, w formie

11. The Contractor declares that the offered delivery shall be admitted to marketing within the territory of European Union.

Wykonawca oświadcza, że oferowana dostawa będzie dopuszczona do wprowadzenia do obrotu na terytorium Unii Europejskiej

12. If our bid is selected, we undertake to sign the Contract according to the conditions specified in the specification and at time and place specified by the Ordering Party.

W razie wybrania naszej oferty zobowiązujemy się do podpisania umowy na warunkach zawartych w specyfikacji oraz w miejscu i terminie określonym przez Zamawiającego.

13. This bid consists of subsequently numbered pages.

Ofertę niniejszą składamy na kolejno ponumerowanych stronach.

14. Schedules to this form are as follows:

Załącznikami do niniejszego formularza są:

- | | |
|---------|---------|
| 1)..... | 4)..... |
| 2)..... | 5)..... |
| 3)..... | 6)..... |

....., on *dnia*.....

.....
signature of the Contractor
or an authorised representative of the Contractor
podpis Wykonawcy lub
upoważnionego przedstawiciela Wykonawcy

Załącznik nr 2 do Instrukcji/ Schedule 2 to the Instruction

Contractor's seal/ *Pieczęć Wykonawcy*

CONTRACTOR'S STATEMENT/ OŚWIADCZENIE WYKONAWCY

on the observance of Art. 22 (1) of the Act of 29th January 2004 on Public Procurement Law (consolidated text, Journal of Laws of 2010, No. 113, item 759, as amended)/ *o spełnieniu warunków art. 22 ust. 1 ustawy z dnia 29 stycznia 2004 r. Prawo zamówień publicznych (tekst jednolity Dz. U. z 2010, nr 113, poz. 759 ze zmianami)*

By entering the procedure for granting the procurement made in the form of the open tender under Art. 44 of the Act of 29th January 2004 on Public Procurement Law (consolidated text, Journal of Laws of 2010, No. 113, item 759, as amended), hereinafter referred to as the "Act" for/ *Przystępując do udziału w postępowaniu o udzielenie zamówienia publicznego, prowadzonego w trybie przetargu nieograniczonego na podstawie art. 44 ustawy z dnia 29 stycznia 2004 Prawo zamówień publicznych (tekst jednolity. Dz. U. 2010, Nr 113, poz. 759 ze zmianami), zwanej dalej „ustawą” na:*

„Delivery of sensitive high resolution ion micro probe in the version of multicollector, type SHRIMP IIe/ MC”

Dostawę wysokorozdzielczej i czulej mikrosondy jonowej wersji multikolektora typu SHRIMP IIe/ MC

we hereby declare that we observe terms and conditions in respect of/ *oświadczamy, że spełniamy warunki dotyczące:*

1. having rights to carry out a specific activity or take specific actions, if such rights are required by the applicable laws/ *posiadania uprawnienia do wykonywania określonej działalności lub czynności, jeżeli przepisy prawa nakładają obowiązek ich posiadania,*
2. having knowledge and experience/ *posiadania wiedzy i doświadczenia,*
3. having a relevant technical potential and individuals who can perform the procurement/ *dysponowania odpowiednim potencjałem technicznym oraz osobami zdolnymi do wykonania zamówienia,*
4. economic and financial situations/ *sytuacji ekonomicznej i finansowej.*

....., dated/ *dnia* :.....

.....
Signature of the Contractor or the Contractor's
authorized representative/
podpis Wykonawcy
lub upoważnionego przedstawiciela Wykonawcy

NOTICE/ UWAGA:

In case of Contractors placing the bid jointly, the statement must be signed by each Contractor placing the bid jointly/ *W przypadku Wykonawców składających ofertę wspólnie, oświadczenie musi podpisać każdy z Wykonawców składających ofertę wspólnie.*

Załącznik nr 3 do Instrukcji/ Schedule 3 to the Instruction

Contractor's seal/ Pieczęć wykonawcy

STATEMENT/ OŚWIADCZENIE

on the lack of grounds for excluding from the procedure under Art. 24 (1) of the Act of 29th January 2004 on Public Procurement Law (consolidated text, Journal of Laws of 2010, No. 113, item 759, as amended)/ *o braku podstaw do wykluczenia z postępowania na mocy art. 24 ust. 1 ustawy z dnia 29 stycznia 2004r. Prawo zamówień publicznych (tekst jednolity Dz. U. z 2010, nr 113, poz. 759 ze zmianami).*

By entering the procedure for granting the procurement made in the form of the open tender under Art. 24 of the Act of 29th January 2004 on Public Procurement Law (consolidated text, Journal of Laws of 2010, No. 113, item 759, as amended), hereinafter referred to as the "Act" for/ *Przystępując do udziału w postępowaniu o udzielenie zamówienia publicznego, prowadzonego w trybie przetargu nieograniczonego w oparciu o art. 24 ustawy z dnia 29 stycznia 2004 r. Prawo zamówień publicznych (tekst jednolity Dz. U. z 2010, nr 113, poz. 759 ze zmianami) zwanej dalej „ustawą” na:*

„Delivery of sensitive high resolution ion micro probe in the version of multicollector, type SHRIMP IIe/ MC” *Dostawę wysokorozdzielczej i czułej mikros sondy jonowej wersji multikolektora typu SHRIMP IIe/ MC*

I hereby declare that there are no grounds for excluding me as the contractor from the procedure for granting the procurement in circumstances, as set forth in Art. 24 (1) of the Public Procurement Law Act/ *Niniejszym oświadczam, iż nie występują podstawy do wykluczenia mnie jako wykonawcy z postępowania o udzielenie zamówienia w okolicznościach o których mowa w art. 24 ust. 1 ustawy Prawo zamówień publicznych.*

....., dated/ *dnia:*.....

.....
Signature of the Contractor or the Contractor's
authorized representative/ *podpis Wykonawcy lub upoważnionego przedstawiciela Wykonawcy*

NOTICE/ UWAGA:

In case of Contractors placing the bid jointly, the statement must be signed by each Contractor placing the bid jointly/
W przypadku Wykonawców składających ofertę wspólnie, oświadczenie musi podpisać każdy z Wykonawców składających ofertę wspólnie.

Schedule 4 of the Guidelines /Załącznik nr 4 do Instrukcji

.....
Contractor's stamp/pieczeń wykonawcy

PROFESSIONAL EXPERIENCE

Doświadczenie zawodowe

Submitting the bid in the public procurement procedure for: **„Delivery of sensitive high resolution ion micro probe in the version of multicollector, type SHRIMP IIe/ MC”** Składając ofertę w postępowaniu o udzielenie zamówienia publicznego na: **„Dostawę wysokorozdzielczej i czułej mikrosondy jonowej w wersji multikolektora typu SHRIMP IIe/ MC**

we declare that during the last three years, we performed the following deliveries which, as regards their type and value, correspond to the deliveries which are the subject of the procurement:

oświadczamy, że w ciągu ostatnich trzech lat zrealizowaliśmy następujące dostawy odpowiadające swoim rodzajem i wartością dostawom stanowiącym przedmiot zamówienia:

It is required to prove that at least 1 procurement including delivery, assembly and installation of a high dimension **ion micro probe** comparable with the dimensions described in Schedule 7 of these Guidelines was performed.

Wymagane jest wykazanie wykonania co najmniej 1 zamówienia obejmującego dostawę, montaż i instalację mikrosondy jonowej o dużej geometrii porównywalnej z geometrią opisaną w Załączniku Nr 7 do niniejszej Instrukcji.

Name and address of the ordering party <i>Nazwa i adres zamawiającego</i>	Description and scope of the procurement <i>Opis zamówienia, zakres</i>	Value <i>Wartość</i>	Execution date <i>Termin realizacji</i>

Please find enclosed documents confirming that the abovementioned deliveries were performed with due diligence.

W załączeniu dokumenty potwierdzające, że wyżej wyszczególnione dostawy zostały wykonane należycie.

The documents confirming that the executed procurements were executed with due diligence must confirm the data included in this Form.

Dokumenty potwierdzające, że wykonane zamówienia zostały należycie, muszą potwierdzać dane zawarte na niniejszym formularzu.

....., on /dnia.....

.....
signature of the Contractor
or an authorised representative of the Contractor *podpis Wykonawcy*
lub upoważnionego przedstawiciela Wykonawcy

Schedule 5 of the Guidelines/Załącznik nr 5 do Instrukcji

.....
Contractor's stamp/ Pieczęć wykonawcy

MINIMUM WARRANTY AND SERVICE CONDITIONS
FOR THE OFFERED EQUIPMENT
MINIMALNE WARUNKI GWARANCJI I SERWISU
DOTYCZĄCE OFEROWANEGO SPRZĘTU

By placing the bid in the procedure for granting the procurement for: "Delivery of sensitive high resolution ion micro probe in the version of multicollector, type SHRIMP IIe/ MC" we hereby grant a warranty for the device (equipment) under the following terms and conditions:

Składając ofertę w postępowaniu o udzielenie zamówienia publicznego na: „Dostawę wysokorozdzielczej i czułej mikros sondy jonowej w wersji multikolektora typu SHRIMP IIe/ MC”

oświadczamy że udzielamy gwarancji na oferowany sprzęt (aparaturę) na niżej wymienionych warunkach:

- 1) For the offered subject of the procurement, we grant warranty along with warranty service within the territory of the Republic of Poland (the period of at least 36 months is required) for the period of months from the signature of a delivery and acceptance act for the subject of the procurement, after the completion of installation and users' training (2nd tour of training). *Na oferowany przedmiot zamówienia udzielamy gwarancji wraz z serwisem gwarancyjnym na terenie Rzeczypospolitej Polskiej (wymagane minimum 36 miesięcy) na okres miesięcy liczonych od dnia podpisania protokołu odbioru przedmiotu umowy po zakończonej instalacji i szkoleniu użytkowników (II tura szkolenia).*
- 2) Any damage, faults, defects and errors in the operation of the provided equipment (during proper operation, in accordance with the user's manual for the equipment subject to the warranty) and any and all inspections required within the warranty period shall be carried out free of charge (the Contractor shall cover travelling costs, costs of delivery, spare parts, materials subject to wear and tear and labour). *Wszelkie awarie, usterki, wady i błędy w działaniu dostarczonej aparatury (przy prawidłowym użytkowaniu, zgodnym z instrukcją obsługi podlegającej gwarancji aparatury) oraz wszystkie przeglądy wymagane w okresie gwarancji będą wykonywane nieodpłatnie (Wykonawca ponosi koszt przejazdu, dostawy, części zamiennych, materiałów zużywalnych i robocizny).*
- 3) The Ordering Party requires that all repairs are performed at the Ordering Party's registered office (in the room in which the equipment was installed). In case of serious repairs, on a written request of the Contractor and with the Ordering Party's consent, the place of repair may be different. However, in all of the abovementioned cases, the Contractor will bear the cost of travelling, delivery, spare parts, materials subject to wear and tear and labour and all other necessary charges. *Zamawiający wymaga, aby wszelkie naprawy odbywały się w siedzibie Zamawiającego (w pomieszczeniu w którym została umieszczona aparatura). W przypadku poważnych napraw na pisemny wniosek Wykonawcy i za zgodą Zamawiającego, miejsce naprawy może ulec zmianie. Wykonawca jednak w każdym z ww. przypadków ponosi koszty przejazdu, dostawy, części zamiennych, materiałów zużywalnych, robocizny oraz wszystkie inne niezbędne opłaty.*
- 4) Reaction time for notifying of any faults and defects: the Contractor ensures that the reaction time (i.e. serviceman's contract with the user of the equipment to fix the date of the service visit) shall not exceed 48 hours from the notification (notifications shall be sent via e-mail to the following address:) and time of restoring the functionality of the device shall not exceed 15 business days from the acceptance (reaction) of the notification. In justified cases (e.g. highly complicated repairs, necessity to provide specialist spare parts), at the written request of the Contractor and at the consent of the Ordering Party, this time limit may be extended up to 30 business days from the notification. *Czas reakcji na zgłoszenie usterki i awarie: wykonawca musi zapewnić, iż czas reakcji (tj. kontakt serwisanta z użytkownikiem aparatury w celu uzgodnienia terminu wizyty serwisowej) nie przekroczy 48h, licząc od chwili zgłoszenia (zgłoszenie dokonane będzie pocztą elektroniczną na adres:), zaś czas przywrócenia funkcjonalności*

urządzenia nie przekroczy 15 dni roboczych, licząc od chwili przyjęcia (reakcji) zgłoszenia. W uzasadnionych przypadkach (np. wysoki stopień skomplikowania naprawy, konieczność sprowadzenia specjalistycznych części zamiennych), na pisemny wniosek wykonawcy i za zgodą zamawiającego, termin naprawy może ulec wydłużeniu do 30 dni roboczych, licząc od chwili zgłoszenia.

- 5) The Contractor, within the confines of the warranty service, provides the so-called "remote assistance", including immediate (via telephone or e-mail) assistance of a maintenance technician in case of problems occurring during ongoing use and operation of the equipment, consisting in an attempt to identify the causes of the problem and solve it "on-line". Wykonawca w ramach serwisu gwarancyjnego zapewnia usługę tzw. „pomocy zdalnej”, obejmującą natychmiastową (telefoniczną lub e-mailową) pomoc serwisanta w razie problemów wynikłych podczas bieżącego użytkowania i eksploatacji aparatury, polegającą na próbie zdiagnozowania przyczyn zaistniałego problemu oraz rozwiązania go „on-line”
- 6) In case of any repairs made under the warranty, the warranty period for individual elements to be repaired shall be extended by the time of the repair. In case of exchanging the equipment or any sub-assemblies/modules under the warranty, the warranty period for those components shall run anew from the day of completing the exchange or repair. W przypadku naprawy dokonanej w ramach gwarancji, okres gwarancyjny dla poszczególnych elementów podlegających naprawie będzie wydłużony o czas naprawy. W przypadku wymiany sprzętu lub któregośkolwiek z podzespołów/modułów w ramach gwarancji, okres gwarancyjny na te wymienione elementy biegnie na nowo licząc od dnia zakończenia wymiany lub naprawy.
- 7) The entity responsible for the service shall make an inspection prior to the expiry of the warranty, confirming the functionality of the subject of the procurement not later than on the last day of the warranty. Any defects detected during the inspection shall be remedied under the warranty granted by the Contractor. Jednostka wykonująca serwis dokona przeglądu przed upływem terminu gwarancji, potwierdzających sprawność przedmiotu zamówienia najpóźniej w ostatnim dniu gwarancji. Wszelkie wady ujawnione w trakcie tego przeglądu zostaną usunięte w ramach udzielonej przez Wykonawcę gwarancji.
- 8) The Contractor shall provide post-warranty service for spare parts and parts subject to wear and tear for at least 10 years. Terms and conditions of the post-warranty service shall be specified in a separate contract. Wykonawca zapewni dostępność serwisu pogwarancyjnego części zamiennych i zużywalnych na min. 10 lat. Warunki serwisu pogwarancyjnego zostaną określone w odrębnej umowie.
- 9) We have a warranty service center (name, address of the center.....) and this entity shall perform any and all duties under the warranty. Posiadamy serwis gwarancyjny (nazwa, adres serwisu.....) i podmiot ten będzie wykonywał wszystkie obowiązki wynikające z udzielonej gwarancji
- 10) Within the warranty period, we ensure free-of-charge updates of the software that is included in the subject of the procurement. W okresie gwarancji zapewniamy nieodpłatne dostarczanie aktualizacji oprogramowania objętego przedmiotem zamówienia.

....., on dnia.....

.....
signature of the Contractor
or an authorised representative of the Contractor podpis Wykonawcy
lub upoważnionego przedstawiciela Wykonawcy

Schedule 6 to the Instruction /Załącznik nr 6 do Instrukcji

COOPERATION COVENANT/ ZOBOWIĄZANIE DO WSPÓŁPRACY

Under art. 26.2b on Public Procurement Law

Na podstawie art. 26 ust. 2b Ustawy Prawo zamówień publicznych

I, the undersigned/ *Ja, niżej podpisany*,
(name of the individual making the covenant/ *imię i nazwisko składającego zobowiązanie*)

being authorized to represent the entity (if applicable)/ *będąc upoważnionym do reprezentowania podmiotu (jeśli dotyczy)*:

.....
(entity's business name and seat/ *nazwa i siedziba podmiotu*)

hereby declare that I will provide the Contractor/ *o s w i a d c z a m, że oddam do dyspozycji Wykonawcy*

.....
(Contractor's business name and seat/ *nazwa i siedziba Wykonawcy*)

with any necessary resources in respect of/ *niezbędne zasoby w zakresie:*

- knowledge*/ *wiedzy**
- experience*/ *doświadczenia**
- technical potential*/ *potencjału technicznego*
- individuals being capable of performing the procurement*/ *osób zdolnych do wykonania zamówienia**
- financial capacity*/ *zdolności finansowych**

for the period of using them while performing the procurement for/ *na okres korzystania z nich przy wykonaniu przedmiotowego zamówienia na:*

Delivery of sensitive high resolution ion micro probe in the version of multicollector, type SHRIMP IIe/ MC

Dostawę wysokorozdzielczej i czulej mikrosondy jonowej wersji multikolektora typu SHRIMP IIe/ MC

.....
(*pieczętka i podpis podmiotu lub osoby reprezentującej podmiot*)/
(Seal and signature of the entity or an individual representing the entity)

.....
(*pieczętka i podpis Wykonawcy lub osoby reprezentującej Wykonawcę*)/
(Seal and signature of the Contractor or an individual representing the Contractor)

* / **delete as appropriate**/*niepotrzebne skreślić*

Schedule 7 to the Instruction /Załącznik nr 7 do Instrukcji

Specification of the selected Requirements /Specyfikacja techniczna

Table 1/Tabela 1

	SPECIFICATION/ specyfikacja	Requirements (Minimum parameters) Wymagania (parametry minimalne)	Offered parameters Parametry oferowane
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>
1	Large geometry ion microprobe <i>Mikrosonda jonowa o dużej geometrii</i>		
1.1	Radius electrostatic analyser <i>promień analizatora elektrostatycznego</i>	≥1272 mm	
1.2	Radius magnetic sector <i>promień sektora magnetycznego</i>	≥ 1000 mm	
2	Primary Ion Kolumn <i>Kolumna jonów pierwotnych</i>		
2.1	Cs+ beam current <i>Cs+ prąd wiązki</i>	> 15 pA/μm ²	
2.2	Primary beam minimum diameter <i>Minimalna średnica wiązki pierwotnej</i>	< 5μm Ø	
2.3	O ₂ ⁻ beam current <i>O₂⁻ prąd wiązki</i>	> 9 pA/μm ²	
2.4	O ⁻ beam current <i>O⁻ prąd wiązki</i>	> 35 pA/μm ²	
2.5	Beam stability, O ⁻ beam, over 20 minutes <i>Stabilność wiązki, O⁻ wiązka, ponad 20 minut</i>	ΔI/I < 2%	
2.6	Beam energy <i>Energia wiązki</i>	10 kV	
2.7	Beam Noise for O ⁻ , short term < 0.5 Hz <i>Szumy wiązki O⁻, krótki okres < 0.5 Hz</i>	< 1% pp	
3.	Secondary Ion Optical System <i>System Optyczny jonów wtórnych</i>		
3.1.	Mass Resolving Power (1% definition, 50% transmission definition) <i>Moc rozłożenia masy (1% definicji, 50% definiowanej transmisji)</i>	10,000	
3.2	Mass Range [amu] at 10 kV <i>Zakres mas [amu] przy 10 kV</i>	6 ≤ M ≤ 300	
3.3	Abundance sensitivity at mass 254 (UO ⁺) at 5000R on high U zircon at 1 mass unit <i>Zakres czułości przy masie(UO⁺) przy 5000R na jednostkę masy</i>	< 2 ppm (RL Off)	
3.4	Abundance sensitivity at mass 254 (UO ⁺) at 5000R on high U zircon at 1 mass unit <i>Zakres czułości przy masie(UO⁺) przy 5000R na jednostkę masy</i>	<250 ppb (RL On)	
3.5	Pb Sensitivity (no O ₂ flooding, O ₂ ⁻ beam, 5000R) <i>Czułość dla Pb (bez techniki zalewania O₂, wiązka O₂⁻, 5000R)</i>	>18 cps/ppm/nA	
3.6	Magnet Stability ΔM/M, over 10 minutes (measured as combined value for primary column, ESA, magnet and collector system) <i>Stabilność magnesu ΔM/M, ponad 10 minut (mierzona jako wartość kombinowana dla głównej kolumny ESA, Magnes I system kolektora)</i>	< 20 ppm	
4.	Electron Gun <i>Działo elektronowe</i>		
4.1	Focussing of electron gun in negative ion mode <i>Ogniskowanie działka elektronowego w trybie jonów ujemnych</i>	< 1mm Ø	
5.	Multicollector Detector System		

	<i>System detektora multikolektora</i>		
5.1	Mass Resolution, 100 µm axial collector slit <i>Rozdzielczość masy, 100 µm szczelina osiowego kolektora</i>	> 5000	
5.2	Mass Resolution, 100 µm moving head collector slit, at ends of focal plane <i>Rozdzielczość masy, 100 µm szczelina kolektora z ruchoma głowicą, na końcach płaszczyzny ogniskowej</i>	> 3500	
6.	Analysis of SRM 610 glass for lead using an O- beam: <i>Analiza wzorcowego szkła SRM 610 dla ołowiu przy użyciu wiązki O-</i>		
6.1	At Resolution 2000 <i>Przy rozdzielczości 2000</i>	5.9 cps/ppm/nA	
6.2	At Resolution 6000 <i>Przy rozdzielczości 6000</i>	3.5 cps/ppm/nA	
7.	Analysis of SL13 Zircon for lead using an O- beam: <i>Analiza wzorcowego cyrkonu SL13 dla ołowiu przy użyciu wiązki O-</i>		
7.1	At Resolution 2000 <i>Przy rozdzielczości 2000</i>	15 cps/ppm/nA	
7.2	At Resolution 5000 <i>Przy rozdzielczości 5000</i>	9.5 cps/ppm/nA	
8.	Oxygen isotopic analysis on Temora zircon: <i>Analiza wzorcowego cyrkonu Temora dla izotopów tlenu:</i>		
8.1	Internal precision per spot for ¹⁸ O/ ¹⁶ O (7 minute analysis) <i>Wewnętrzna precyzja między punktami ¹⁸O/¹⁶O (7 minutowa analiza)</i>	< 0.5 per mille	
8.2	Standard deviation for 10 spots <i>Odchylenie standardowe dla 10 punktów</i>	1 per mille.	
9.	Isotopic analysis of Pb from feldspar using 4 multipliers, including the gain measurement procedure, and duoplasmatron source: <i>Izotopowa analiza Pb ze skalenia przy użyciu czterech powielaczy oraz zastosowaniu procedury wzmocnienia pomiaru i źródła duoplasmatronowego:</i>		
9.1	Precision on ²⁰⁴ Pb/ ²⁰⁶ Pb (2 minute analysis). <i>Precyzja analizy ²⁰⁴Pb/²⁰⁶Pb (2 minutowa analiza).</i>	< 0.5%	
10.	Reproducibility of ²⁰⁶ Pb/ ²³⁸ U age determinations from concordant zircons (standard deviation per analysis) <i>Powtarzalność oznaczeń wieku ²⁰⁶Pb/²³⁸U konkordantnych cyrkonów (odchylenie standardowe na analizę)</i>	2%	
11.	Detector System		
11.1	Electrometer noise, 10 ¹¹ ohm resistor, standard deviation per 5 second count. <i>Szum elektronometru przy zastosowaniu opornika 10¹¹ ohm, odchylenie standardowe na 5 sekundowe zliczanie</i>	< 2x10 ⁻¹⁶ A	
11.2	Electrometer Speed, using 10 ¹¹ ohm resistor, settling to 1 per mille of its value after removal of input <i>Szybkość elektronometru przy zastosowaniu opornika 10¹¹ Ohm, 1 promil jego wartości po usunięciu danych wyjściowych</i>	< 5 seconds	
11.3	Multiplier noise, at discriminator output, at plateau voltage <i>Szumy powielacza na wyjściu dyskryminatora przy płaskim napięciu</i>	< 4 counts / minute	
12.	Vacuum System <i>System próżniowy</i>		
12.1	Sample chamber vacuum <i>Próżnia w komorze próbek</i>	<3E-8 Torr	
12.2	Detector chamber vacuum <i>Próżnia w komorze detektora</i>	<5E-8 Torr	
12.3	Electrostatic analyser vacuum chamber <i>Próżnia w komorze analizatora elektrostatycznego</i>	<3E-8 Torr	

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Specification of Software system to instrument control.

Specyfikacja systemu oprogramowania dla kontroli instrumentu

Table 2./Tabela 2

	SPECIFICATION <i>specyfikacja</i>	Offered <i>oferowane</i>
1.	Data Acquisition <i>Zbieranie danych</i>	
2.	Control System <i>System kontroli</i>	
3.	Entire vacuum system under microprocessor control <i>Pełna (mikroprocesor) kontrola systemu próżniowego</i>	
4.	Graphically oriented operation of entire machine <i>Graficznie zorientowana pełna akcja instrumentu</i>	
5.	Automation software for unattended analysis <i>Program (software) automatycznego realizowania analiz</i>	
6.	Software for remote access, operation, tuning and Diagnostics: <i>Program (software) do zdalnego dostępu, regulacji, operacji i diagnostyki:</i>	
7.	Remote positioning of the focal plane, <i>Zdalne pozycjonowanie płaszczyzny ogniskowej</i>	
8.	Remote mass adjustment of the central array <i>Zdalne regulowanie mas centralnego szeregu</i>	
9.	Remote mass adjustment of the moving heads, <i>Zdalne regulowanie mas ruchomych głowic,</i>	
10.	Remote slit selection, <i>Zdalna selekcja szczelin</i>	
11.	Remote insertion of the moving head Faraday cups, <i>Zdalne umieszczanie ruchomych głowic puszek Faradaya</i>	
12.	High voltage ramping for multiplier conditioning, <i>Ramping wysokiego napięcia dla powielacza</i>	
13.	Gain checks on all multipliers and multiplier voltage adjustment <i>Sprawdzenia uzysków na wszystkich powielaczach i regulacja napięcia w powielaczach</i>	
14.	Multiplier pulse height analysis and discriminator adjustment <i>Analiza wysokości pulsu powielacza i regulacja dyskryminatora,</i>	
15.	Simultaneous detector scanning for collector slit positioning, with real time lateral and transverse slit position adjustment <i>Równoczesne skanowanie detektora dla pozycjonowania szczeliny kolektora, regulacja pozycji obocznej i ukośnej szczeliny w czasie rzeczywistym,</i>	
16.	Mixed detector analysis (ETP or CDEM simultaneously with Faraday cup), <i>Mieszana analiza detektora (ETP lub CDEM równocześnie z puszką Faradaya),</i>	
17.	Relative gain measurements by peak switching or static multiple collection ratio measurement of a standard, <i>Pomiary względnego uzysku poprzez przełączanie pików lub pomiar stosunku statycznego wielokrotnego zbioru dla standardowej próbki,</i>	
18.	Analysis by static multiple collection, field switching single collection, or a combination of both <i>Analiza poprzez statyczny wielokrotny zbiór, pojedynczy zbiór z przełączania pola, lub ich kombinację</i>	
19.	Data output format compatible with existing off-line data processing <i>Format przetworzonych danych dopasowany do istniejącym poza siecią programów przetwarzania</i>	
20.	On line U-Pb data reduction <i>Redukcja danych U-Pb on line</i>	

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 signature of the Contractor or an authorised representative of the Contractor
podpis Wykonawcy lub upoważnionego przedstawiciela Wykonawcy

Chapter 2 Description of the subject of the procurement

In all cases of identification of the subject of the procurement in the SECP through identification of the manufacturer, the Ordering Party accepts bids which meet detailed requirements of the Ordering Party concerning the technical parameters specified below.

I. Subject of the procurement

1. The subject of the procurement is:

- 1) delivery of a sensitive high resolution ion micro probe in the universal version of multicollector for measurement of isotopic relations of positive ions (stable isotopes of light elements), and negative ions, including elements of high mass number, manufactured for the purpose of the scientific activities of the Ordering Party, along with software and accessories;
- 2) transport to the registered office of the Ordering Party in Warsaw, 4 Rakowiecka Str. along with unloading and carrying to the place specified by the Ordering Party,
- 3) assembly, installation and tests of the abovementioned ion micro probe at the registered office of the Ordering Party;
- 4) training in the scope of use, operation of the ion micro probe, analytical procedures and various applications in scientific research.
- 5) scientific and technical support.

Note: the offered delivery must be admitted to marketing within the territory of European Union.

2. The use and general parameters of the ordered ion microprobe

The high sensitivity, high resolution ion microprobe will be used for high precision *in-situ* isotopic determinations and chemical analyses of surface of solid samples. This has to be a universal tool for investigating various aspects of evolution of the Earth crust. The ion microprobe will be used in carrying out tasks of the Polish Geological Survey as well as in a wide array of interdisciplinary studies and statutory tasks of the Polish Geological Institute – National Research Institute, including those of economic geology, especially prospecting for mineral deposits and hydrocarbon exploration. The microprobe must be also suitable for tracing climate changes in the geological past on the basis of investigations of oxygen isotopic ratios, calibrating the Paleozoic time-scale, dating of various rocks of the Earth crust, examining cosmic matter (stellar nucleosynthesis, Ti isotopic ratios in meteorites, zircons in the solar system) and measuring trace elements in diamond inclusions. This is also the case of eventual analyses of microscopic samples of nuclear fuels to determine their source.

Configuration of the ordered instrument should provide the highest precision and accuracy and scientific quality of the obtained results as well as its versatile character and long working time and the highest availability at the site of the Purchaser. The instrument must make possible also detection of light stable isotopes of oxygen, sulfur and carbon, which are of high diagnostic value in paleotemperature, paleoenvironmental and petrogenetic studies, heavy isotopes important for geochronology (so called absolute-age datings) and nuclear energy (up to mass of plutonium and americium) and other isotopic ratios from a wide range of elements on the periodic table, from

hydrogen to americium, used as genetic indicators. The instrument should be also usable for new tasks when its configuration is expanded and / or supplemented.

The basic application requirements which should be met by the ordered high sensitivity, high resolution ion microprobe in the multi-collector variant are the result of the necessity to carry out most precise analyses of:

- (a) isotopic composition of electronegative light elements such as O, S i C., with use of the Cs beam and charge neutralization;
- (b) geochronology of U-Th-Pb zircon and other U-bearing minerals as perovskite, monazite, uraninite, baddeleyite, rutile, apatite, xenotime, titanite and allanite;
- (c) isotopic composition of electropositive heavy elements including U, Pu and Am;
- (d) isotopic composition of electropositive light elements such as Li, B, Mg and Ti;
- (e) highly sensitive detection of content of trace elements;
- (f) isotope imaging.

Delivery has to comprise all the elements necessary for assembly and setting-to work as well as proper functioning of the ion microprobe after its installation at the Ordering party site and attainment of declared specifications.

II. Required features of and technical specifications the ordered instrument

1. Multi-collector

The high sensitivity, high resolution ion microprobe must be in the multi-collector variant, which can measure up to 5 masses simultaneously and in wide range of their dynamics and mass, including elements with high atomic number such as neptunium, plutonium and americium (234-240) and without interference in measurements of elements with similar atomic numbers (238, 239 and 240) Multi-collector with 5 regulated detector units, based on double-focusing technics, should be equipped in at least one electron multiplier detector or Faraday cup set with electron multiplying detectors, electronic counter and advanced electrometers.

2. Source of ions

- 1) The instrument should operate in positive or negative ion mode in conjunction with proper source of ions (duoplasmatron or cesium gun) and analyze samples in the range $6 \leq M \leq 300$ AMU.
- 2) Re-configuration with with duoplasmatron oxygen ion source or cesium ion source under computer control and without breaking vacuum has to be possible.

3) Parameters of ion sources:

Cs ⁺ beam current	> 15 pA/μm ²
Minimum diameter of primary beam	< 5 μm O
O ₂ – beam current	> 9 pA/μm ²
O ⁻ beam current	> 35 pA/μm ²
Beam energy	10 kV (15 kV dla źródła Cs)
Beam noise for O ⁻ , in short time, < 0.5 Hz	< 1% peak to peak

3. Geometry of the instrument

The instrument should be characterized by large geometry of system, which would guarantee high dispersion of the collected masses:

- 1) radius electrostatic analyser ≥ 1272 mm
- 2) radius sector magnet ≥ 1000 mm;

4. Secondary ion system

Secondary ion system has to have an independent control of energy and polarity of the primary and secondary ion beams. The requirements include 90-degree angle extraction of secondary ion beam to minimize instrumental discrimination and large extraction aperture for eliminating „sample to sample” memory; low gradient of initial extraction field to minimize intra-elementary discrimination (ca. 700V), simultaneous collection of unresolved and mass analysed secondary ion beams for maximum precision of analysis and rotatable source slit with width continuously adjustable from 5 μ m to 150 μ m.

The required system should be tolerant to changes in energy of beam of identified secondary ions, accepting full range of energy of ions from the sample surface, to obtain maximum sensitivity, to minimize effects of isotopic and chemical fractionation, and capable to record values of energy of secondary ions for both light and heavy elements (that is elements with low and high atomic masses, up to the mass of 300) with the same high sensitivity.

5. Mass analyser

Non-circulating, effective secondary ion optics (so-called secondary ion optics of H. Massuda) is required. This is a simple design (consisting of three elements of lenses only - cylindrical electrostatic analyser, quadrupole lens and magnetic analyser) which gives coherent ion beam, free of aberrations and not requiring oxygen flooding technics. In result, it gives high sensitivity of measurements under conditions of high transmission and high mass resolution, which is very important for the Purchaser who is interested in performing very precise isotopic and chemical analyses.

6. Sample mounting and positioning

The process of mounting and positioning samples should be fully automatic. The work of the instrument and data collecting should proceed under computer control and in undisturbed vacuum conditions. Total computer control should comprise storage of records of sample stage movements and multiple sample locations for revisiting, visual optics with possibilities to change magnification and video recording image of the analysed points at sample surface and mechanical adjustments of mass, width of slit, detector and focus selection under undisturbed vacuum conditions.

7. Magnetic field

The magnetic field should be highly stable. Admissible drift of the magnetic field due to temperature changes should not exceed the value of 5mG/h/ $^{\circ}$ C.

8. Electron gun

A charge compensation is necessary in work in negative secondary ion mode on the isolating samples, focusing electron gun in the negative ion mode $< 1\text{mm } \varnothing$.

9. Detector System

The basic requirements for the detector system include:

1) mass resolution

100 μm axial collector slit > 5000

100 μm moving head collector slit, at ends of focal plane > 3500

2) sensitivity

At mass resolution 5000 R, sensitivity measured on mass 254 (UO⁺) of uranium-rich zircon must be equal at least 1 ppm.

Sensitivity may be raised up to the level of 100 ppb by adding computer controlled delaying lens,

3) reproductibility

The obtained results should be reproducible in the limits of 2% (standard deviation per analysis).

10. Noise level in electrometers

Noise level in vacuum electrometers should be low.

Speed of electrometer using 10^{11} ohm resistor, setting to 1 per 5 seconds.

ETP multiplier noise at discriminator output and at plateau voltage < 4 counts per minute.

11. Vacuum system

Oil-free, dry vacuum system is required:

vacuum in sample chamber $< 3 \times 10^{-8}$ Torr,

vacuum in detector chamber $< 5 \times 10^{-8}$ Torr

12. Data acquisition and control system - software

The ordered instrument must have automatic operation systems (electric system, sample mounts and chamber, column and source of primary ions, optic system of secondary ions, electron guns, system of detectors, multi-collector system and vacuum pump). That mode of operations should also allow for automatic adjustment of primary and secondary columns and, in this way, easy and very quick and reliable initial tuning as well as optimizing of condition for conducted analyses and simplicity of maintenance, which will result in high efficiency of works carried out in the Purchaser's laboratory.

The data acquisition and control must be based on PC with Windows operating system and characterized by very stable software and hardware environment. Counting system with installed control software application must act as an efficient control instrument for the ion microprobe and communication with its subsystems. Communication between various subsystems and high-voltage racks should be solved by the use of integrated system of fiber optics connections. The requirements include possibilities of remote positioning of focal plane, mass regulation of central

row and moving heads, selection of slits, mounting of moving heads of Faraday cup, checking output of all the multipliers and adjustment of voltage in them, analysis of height of multiplier pulse and regulation of discriminator, simultaneous scanning of detector to adjust collector slit, regulation of position of lateral and transverse slit in real time and measurements of relative output by, for example, switching peaks.

The system has to operate with software for remote operation, that is for unattended analyses.

13. Automation of measurements

The Ordering Party requires the instrument to be equipped with software option for automation of measurements, which would make possible continuous analyses of selected points at sample surface. At the same time, the automation software should be compatible and capable to operate along with that which controls of stability of working parameters.

The option of automation of operations along with continuous control of working parameters create stable conditions for carrying out analyses of sample points selected in advance. This would make possible continuous use of the instrument for 24 hours a day and, in this way, increase effectiveness of work of the laboratory.

14. Remote control and access

The ordered instrument should also have an option of remote control of work of the system. Compatible software must make possible appropriately protected remote access to steer analytical work, operation, tuning and diagnostics.

15. Standards

The Order Party requires from the Contractors to extend the list of accessory equipment of the instrument by adding basic set of relevant reference materials:

1. Standards for trace elements analysis – NIST reference materials (SRM611, SRM613, SRM615)
2. Standards for oxygen isotope analysis (NBS18, NBS19, NBS28, NBS30, Durango apatite)
3. Standards for sulfur isotope analysis (NBS123, NBS127),
4. Standards for carbon isotope analysis (NBS18, NBS19)
5. Standards for geochronology (Temora 2 zircon, Thompson Mine and 44069 monazite, allanite and baddeleyite).

III. Training

1. The Ordering party requires from the Contractors to provide extended training at the technical, analytical and scientific level. The training of the Ordering Party employees in operating the instrument and methodology of measurements has to be carried out:

- a) at the stage of manufacturing of the ion microprobe, before its installation in the Purchaser's laboratory and set-up tests, for at least 1 month and for 3 persons (costs of travel and accomodation to be covered by the Purchaser),
- b) at the site of installation and operation of the instrument, during its assembling and set-up tests, for a time not shorter that 1 month and for at least 3 persons.

2. The aim of these trainings is effective start of operation of the instrument after its set-up and commissioning, which will make possible for the Purchaser to begin using that tool for carrying out analyses at high scientific level.
3. The scope of trainings has to comprise technical aspects of maintenance of the instrument, everyday work and various possible uses in scientific studies.
4. The plan of trainings should comprise at least:
 - 1) Technical and functional guide to the documentation and scheme of the instrument and its control devices.
 - 2) Electronics of the instrument with subdivision into functional blocks.
 - 3) High voltage system and precautions to be taken in its maintenance.
 - 4) Changing polarity of the system and its influence on inflow of high voltage current; operating Cs and electron guns.
 - 5) Identification of spare part and their selection.
 - 6) Sample loading and tuning of the instrument.
 - 7) Remote control.
 - 8) Diagnosis of the instrument and approaches in solving problems.
 - 9) Becoming familiar with vacuum system and its control devices.
 - 10) Loss and recovery of operational vacuum and routine maintenance of vacuum system.
 - 11) Tuning of primary column and secondary ion extraction.
 - 12) Optimizing shapes of peaks.
 - 13) Adjusting transmission and resolution.
 - 14) Tuning multi-collector;
 - 15) Training in usability – practical testing of all the possible uses of the instrument (including at least one test of applying analytical procedure to authentic samples provided by the trainees).
 - 16) Routine processing of results of analyses, including processing with the use of relevant software.

IV. Technical and scientific support

The Ordering party requires the Contractors to submit declaration of technical and scientific and methodological support. The ion microprobe is a highly complex tool and, therefore, the Purchaser has to be assured that the staff involved in everyday maintenance and operation will get both the preliminary training and support of quickly reacting service of well-skilled representatives of the Contractor. The possibilities for the Purchaser staff to widen their experience and skills are also very important. Here subsequent trainings (workshops and scientific courses) would be very helpful, especially when combined with exchange of new approaches in use of the instrument. Quick and successful implementation of that tool and reaching high analytical efficiency and scientific standards of the performed works are among the priorities in activity of the newly formed Advanced Isotopic Microanalysis Laboratory of the PGI-NRI. This makes close cooperation with a center with strong scientific position so important. The same is the case of access to the latest developments in science and exchange of information concerning the new uses of such instruments.

The analytical and methodological and scientific support from the side of the Contractor is needed from the time of trainings onwards. Such support should also include possibilities to widen research potential of the instrument to make best use of it and carry out studies at the world level in Poland.

V. Warranty and technical support during that period

1. The Ordering Party requires warranty period of 36 months for the offered instrument.
2. During the warranty period, the Purchaser requires full access to technical specialists of the Supplier and immediate response. The breaks in usability of the instrument cannot be tolerated because of its high value as well as costs of access and working time and large demand of users for the access and results of analyses which are to be performed.
3. Minimum terms of the warranty are defined in the Schedule no. 5 to this Instruction.

VI. Post warranty service

1. The Ordering Party requires service and methodological support in the course of exploitation of the instrument in the post warranty time, in the form of quick reaction to the needs of the user and compilation of multi-stage maintenance plan.
2. The Contractor has to secure supply of spare parts at least in the next 10 years.
3. Post warranty services will be the subject of a separate agreement.

VII. Additional requirements

The Ordering party requires that along with the Contractor submits the following document in English:

1. technical documentation of the offered instrument – basic description and technical parameters of the ion microprobe and all the components of the offer, including additional non-equipment components,
2. Specification and costs of parts of the instrument which wore out during one year exploitation.
3. Estimation of annual costs of running the instrument under standard conditions.
4. Description of scientific support by the Supplier.
5. Time table of the offer, with detailed specification of scope and range of trainings and program of implementation.
6. List of computers and monitors (with their parameters) necessary for proper operation of the ion microprobe, to be provided by the Supplier with the frame of this offer.
7. Description of technical-construction requirements which should be met by laboratory space for installation of the ion microprobe.

Chapter 3 Material provisions of the Contract	Rozdział 3 Istotne postanowienia umowy
<p style="text-align: center;">CONTRACT No</p> <p>Entered into onin Warsaw, by and between:</p> <p>Polish Geological Institute – National Research Institute (Państwowy Instytut Geologiczny - Państwowy Instytut Badawczy) with the registered office in Warsaw, at 4 Rakowiecka Str., entered into the National Court Register as KRS No 0000122099 kept by the District Court for the Capital City of Warsaw, 13th Commercial Division of the National Court Register, NIP 525-000-80-40, on behalf of which act:</p> <ul style="list-style-type: none">•• <p>hereinafter referred to as the Ordering Party, and</p> <p>..... with the registered office in, NIP entered into the..... kept by, represented by:</p> <ul style="list-style-type: none">• <p>hereinafter referred to as the Contractor</p> <p>as a result of selecting the bid by the Ordering Party by way of an open tender No EZ-2400-65/2011 under the <i>Act of 29th January 2004 on Public Procurement Law (consolidated text, Journal of Laws of 2010, Issue 113, item 759, as amended)</i> the following Contract has been concluded:</p>	<p style="text-align: center;">UMOWA nr</p> <p>Zawarta w dniuw Warszawie, pomiędzy:</p> <p>Państwowym Instytutem Geologicznym- Państwowym Instytutem Badawczym z siedzibą w Warszawie przy ul. Rakowieckiej 4, wpisanym do Krajowego Rejestru Sądowego pod nr KRS 0000122099 prowadzonym przez Sąd Rejonowy dla m. st. Warszawy w Warszawie, XIII Wydział Gospodarczy KRS, NIP 525-000-80-40, w imieniu którego działają:</p> <ul style="list-style-type: none">•• <p>zwanym w dalszej części umowy Zamawiającym, a</p> <p>..... z siedzibą w, NIP wpisaną do..... prowadzonym przez, reprezentowaną przez:</p> <ul style="list-style-type: none">• <p>zwaną dalej Wykonawcą</p> <p>w rezultacie dokonanego przez Zamawiającego wyboru oferty w trybie przetargu nieograniczonego nr EZ-2400-65/2011 zgodnie z <i>ustawą z dnia 29 stycznia 2004r. Prawo zamówień publicznych (tekst jednolity Dz.U. z 2010 r. Nr 113 poz.759 ze zm.)</i>, została zawarta umowa o treści następującej</p>

§ 1 Subject of the Contract

1. The subject of the Contract is:
 - 1) delivery of a ion micro probe along with accessories, documentation and software of specifications and technical parameters specified in the Contractor's bid – Technical Specification, constituting **Schedule 1** to this Contract, hereinafter referred to as the **micro probe**;
 - 2) transport to the registered office of the Ordering Party in Warsaw, 4 Rakowiecka Str. (along with unloading and carrying to the place specified by the Ordering Party),
 - 3) assembly, installation and tests of the abovementioned ion micro probe at the registered office of the Ordering Party;
 - 4) training in the scope of use, operation of the ion micro probe and variety of applications in scientific research
 - 5) technical and scientific support, in accordance with the Contractor's bid, constituting **Schedule 2** of this Contract.
2. A detailed description of the subject of the procurement can be found in „Description of the subject of the procurement” constituting Chapter 2 to the SECP and **Schedule 3** of this Contract.
3. The subject of the Contract is subject to a warranty along with warranty service according to the terms and conditions specified in this Contract.
4. All schedules of this Contract constitute its integral part.
5. The Contractor declares that the delivered equipment is brand new and is compliant with the subject of the Contract and Contractor's bid.
6. The Contractor declares that the micro probe is admitted to marketing within the territory of European Union.
7. The Contractor declares that the delivered equipment along with accessories is free of legal defects.
8. All the Contractor's obligations following from this Contract shall be performed with diligence specified with taking into account the professional nature of the Contractor's activities.

§ 1 Przedmiot umowy

1. Przedmiotem umowy jest:
 - 1) dostawa mikros sondy jonowej wraz z akcesoriami, dokumentacją i oprogramowaniem o specyfikacji i parametrach technicznych określonych w ofercie Wykonawcy – Specyfikacja techniczna, stanowiąca **załącznik nr .1.** do niniejszej umowy, zwanej dalej **Mikrosonda**;
 - 2) transport do siedziby Zamawiającego w Warszawie, ul. Rakowiecka 4 (wraz z rozładunkiem i wniesieniem do miejsca wskazanego przez Zamawiającego),
 - 3) montaż, instalacja i testy ww. mikros sondy jonowej w siedzibie Zamawiającego;
 - 4) szkolenie w zakresie użytkowania, obsługi mikros sondy jonowej i różnorodności zastosowań w badaniach naukowych
 - 5) wsparcie techniczne i naukowe, Zgodnie z ofertą Wykonawcy, stanowiąca **załącznik nr 2** do umowy.
2. Szczegółowy opis przedmiotu zamówienia określa „Opis przedmiotu zamówienia stanowiący Rozdział 2 do SIWZ i **załącznik nr 3** do niniejszej umowy.
3. Przedmiot umowy jest objęty gwarancją wraz z serwisem gwarancyjnym na warunkach określonych w niniejszej umowie.
4. Wszystkie załączniki do niniejszej umowy stanowią jej integralną część.
5. Wykonawca oświadcza, że dostarczony sprzęt jest fabrycznie nowy i jest zgodny z przedmiotem zamówienia oraz ofertą Wykonawcy.
6. Wykonawca oświadcza, że Mikrosonda jest dopuszczona do wprowadzenia do obrotu na terytorium Unii Europejskiej.
7. Wykonawca oświadcza że dostarczany sprzęt wraz z akcesoriami nie ma wad prawnych.
8. Wykonanie przez Wykonawcę wszystkich jego obowiązków wynikających z niniejszej umowy nastąpi ze starannością określoną przy uwzględnieniu zawodowego charakteru prowadzonej przez Wykonawcę działalności.

§ 2. Licences

1. The Contractor declares that it has an unlimited right to grant licences for the delivered software for the set of the delivered micro probe and that the software along with documentation attached to it are not encumbered with third party rights or claims and, in particular, that the conclusion and execution of this Contract by the Contractor does not require permissions of third parties.
2. Taking into account the declaration described in para. 1 above, the Parties agree that if it turns out that a third party submits claims as regards the delivered software, the Contractor, after a notification from the Ordering Party, shall immediately start to clarify the case and shall take a legal action against such claims at its own expense and risk and that it shall satisfy all reasonable claims and if they are adjudicated, it shall reimburse all claims amounts and all related expenditures and charges, including the cost of proceedings and legal representation.
3. If the software has legal defects or circumstances mentioned above make it impossible to use the software and exercise the rights to which the Ordering Party is entitled, the Contractor is obliged to provide, at a date specified by the Ordering Party, other software that is free of defects and meets the requirements specified in this Contract as well as remedy the losses suffered for that reason.
4. All the obligations resulting from this Contract shall be performed by the Contractor with diligence specified with taking into account the professional nature of the Contractor's activities.
5. Apart from that, the Contractor declares that granting the licence for the software does not violate any industrial and intellectual property rights, in particular: patent rights, copyrights and trademark rights.

§ 2. Licencje

1. Wykonawca zapewnia, że przysługuje mu nieograniczone prawo do udzielenia licencji na dostarczone oprogramowanie dla zestawu dostarczonej Mikrosondy, a nadto oprogramowanie wraz z załączoną do niego dokumentacją nie są obciążone prawami ani roszczeniami osób trzecich, a w szczególności, że zawarcie i wykonanie przez Wykonawcę niniejszej umowy nie wymaga zezwoleń osób trzecich.
2. Mając na uwadze zapewnienie opisane w ust. 1 powyżej, Strony uzgadniają, że gdyby okazało się, iż osoba trzecia zgłasza roszczenia pod adresem dostarczonego oprogramowania, Wykonawca, po zawiadomieniu przez Zamawiającego, nie uchyli się od niezwłocznego przystąpienia do wyjaśnienia sprawy oraz wystąpi przeciwko takim roszczeniom na własny koszt i ryzyko a nadto, że zaspokoi wszelkie uzasadnione roszczenia a w razie ich zasądzenia zwróci całość pokrytych roszczeń oraz wszelkie związane z tym wydatki i opłaty, włączając w to koszty procesu i obsługi prawnej.
3. Jeżeli oprogramowanie ma wady prawne lub zdarzenia, o których mowa powyżej, uniemożliwią korzystanie z oprogramowania i przysługujących Zamawiającemu praw, Wykonawca zobowiązany jest do dostarczenia w wyznaczonym przez Zamawiającego terminie innego oprogramowania wolnego od wad, spełniającego wymagania określone w niniejszej umowie, oraz naprawienia szkód powstałych z tego tytułu.
4. Wykonanie przez Wykonawcę wszystkich jego obowiązków wynikających z niniejszej umowy nastąpi ze starannością określoną przy uwzględnieniu zawodowego charakteru prowadzonej przez Wykonawcę działalności.
5. Nadto Wykonawca oświadcza, że udzielenie licencji do oprogramowania nie narusza żadnych praw własności przemysłowej i intelektualnej, w szczególności: praw patentowych, praw autorskich, praw do znaków towarowych.

§ 3 Date and place of delivery

1. By **31st July, 2013**, the Contractor undertakes to:

- 1) deliver the subject of the Contract to the registered office of the Ordering Party – to the place specified by the Ordering Party,
 - 2) perform assembly and installation along with control tests of the delivered device,
 - 3) conduct training in the scope of operation of the ion micro probe, analytical procedures and various applications in scientific research for 3 people for the period of 1 month at the production stage of the micro probe (tour I) and 1 month after the delivery and installation (tour II).
 - 4) provide complete documentation for the user, including, among others, user's manual, technical documentation of factory final acceptance tests, warranty document for the subject of the procurement taking into account warranty conditions included in the bid submitted by the Contractor – these documents may be submitted in Polish or English.
2. The subject of the Contract which does not meet the quality acceptance conditions shall be replaced by the Contractor with a new one, free of defects, at the date approved by the Ordering Party.
3. Acceptance of the subject of the Contract shall be performed in accordance with the provisions of §5 of the Contract.

§ 3 Termin i miejsce dostawy

1. W terminie do **31.07.2013 r.** Wykonawca zobowiązuje się:

- 1) dostarczyć przedmiot umowy do siedziby Zamawiającego – do miejsca wskazanego przez Zamawiającego,
 - 2) dokonać montażu i instalacji wraz z przeprowadzeniem testów kontrolnych dostarczonego urządzenia,
 - 3) przeprowadzić szkolenie w zakresie obsługi mikrosondy jonowej, procedur analitycznych i różnorodności zastosowań w badaniach naukowych dla 3 osób przez okres 1 miesiąca na etapie produkcyjnym Mikrosondy(I tura) oraz 1 miesiąca po dostawie w trakcie i po instalacji (II tura).
 - 4) dostarczyć pełną dokumentację dla użytkownika, w tym między innymi instrukcję obsługi, dokumentację techniczną końcowych testów u producenta, dokument gwarancyjny na przedmiot zamówienia uwzględniający warunki gwarancji zawarte w ofercie złożonej przez Wykonawcę – dokumenty te mogą być złożone w języku polskim lub języku angielskim.
2. Przedmiot umowy, który nie spełni warunków odbioru jakościowego będzie wymieniony przez Wykonawcę na nowy, wolny od wad, w terminie zaakceptowanym przez Zamawiającego.
3. Odbiór przedmiotu umowy dokonany zostanie zgodnie z postanowieniami § 5 umowy.

§ 4 Manner of execution of the Contract

1. At the production stage, before installation and assembly tests, the Contractor shall conduct training, in the factory, for three employees specified by the Ordering Party (future operators of the micro probe). Date and exact place of the training shall be specified by the Parties on a routine basis.
2. The finished subject of the Contract, ready for work after installation and assembly, shall be delivered by the Contractor to the registered office of the Ordering Party along with unloading at the place specified as the destination and target place of installation of the micro probe.
3. The Ordering Party shall be notified of the date of delivery at least 7 days in advance, to the e-mail address specified in §5 para. 5.
4. Assembly and installation shall be carried out at the place specified by the Ordering Party, properly prepared for operation of such equipment, in accordance with the Contractor's requirements specified in the description of technical and construction requirements attached to the bid. The installation shall be completed by performing control tests.
5. After the completion of assembly and installation, the Contractor shall conduct training for three assigned employees of the Ordering Party, (future operators of the micro probe). Date of the training shall be specified by the Parties on a routine basis.
6. Acceptance of the subject of the Contract shall be carried out in accordance with the provisions of §5 of the Contract.
7. The Contractor may not absolve itself from responsibility towards the Ordering Party on the grounds that non-performance or improper performance of the Contract by the Contractor is a result of non-performance or improper performance of obligations by its business partner/subcontractor.

§ 4 Sposób realizacji umowy

1. Na etapie produkcyjnym, przed instalacją i testami montażowymi Wykonawca przeprowadzi w zakładzie produkcyjnym szkolenie trzech wskazanych przez Zamawiającego pracowników – przyszłych operatorów Mikrosondy. Termin i dokładne miejsce szkolenia strony ustala w trybie roboczym.
2. Gotowy, zdolny do pracy po zamontowaniu i instalacji przedmiot umowy Wykonawca dostarczy do siedziby Zamawiającego wraz z rozładunkiem w miejscu wskazanym jako docelowe miejsce instalacji Mikrosondy.
3. O terminie dostawy zawiadamia Zamawiającego z co najmniej 7 dniowym wyprzedzeniem, na adres poczty elektronicznej wskazany w § 5 ust. 5.
4. Montaż i instalacja przeprowadzona zostanie w miejscu wskazanym przez Zamawiającego odpowiednio przygotowanym do pracy tego rodzaju sprzętu, zgodnie z wymaganiami Wykonawcy zawartymi w opisie wymagań techniczno-budowlanych dołączonych do oferty. Instalacja zostanie zakończona przeprowadzeniem testów kontrolnych.
5. Po zakończeniu montażu i instalacji, Wykonawca przeprowadzi szkolenie dla 3 wyznaczonych pracowników Zamawiającego, przyszłych operatorów Mikrosondy. Termin szkolenia strony uzgodnią w trybie roboczym.
6. Odbiór przedmiotu umowy dokonany zostanie zgodnie z postanowieniami § 5 umowy.
7. Wykonawca nie może zwolnić się od odpowiedzialności względem Zamawiającego z tego powodu, że niewykonanie lub nienależyte wykonanie umowy przez Wykonawcę jest następstwem niewykonania lub nienależytego wykonania zobowiązań przez jego kooperanta/podwykonawcę.

§ 5 Acceptance of the subject of the Contract

1. After the activities described in §4 para. 4 of the Contract have been completed, the Parties shall perform quality acceptance in order to confirm that the subject of the Contract is compliant with the technical specification and Description of the subject of the procurement, Schedule 1 and 3 of the Contract.
2. Confirmation that the subject of the Contract has been performed shall be a quality and quantity acceptance protocol signed by the representatives specified in para. 5 below.
3. After the training mentioned in §4 para. 5 has been completed, the Parties shall carry out the final acceptance of the subject of the Contract and prepare the final acceptance protocol. On the day of the final acceptance, the Contractor shall deliver complete documentation of the subject of the Contract, including users manuals for users in Polish or English, detailed technical and/or functional descriptions (brochures, booklets, manufacturer's catalogues, etc.) in Polish or English, warranty document taking into account the warranty conditions specified in the submitted bid. Information on the handing over of these documents and manuals shall be included in the acceptance act.
4. The date of acceptance of the subject of the Contract shall be, as agreed by the Parties, the day on which the final acceptance protocol (final acceptance) has been prepared, as mentioned in para. 3 above.
5. To sign the acceptance protocol and all actual arrangements during the execution of the Contract, except for amendments to the Contract or performance of activities which would result in financial obligations of the Ordering Party, the Parties authorise their representatives:
 - on the part of the Ordering Party:
..... (tel....., mobile,
e-mail.....
..... (tel....., mobile.....,
e-mail.....
 - on the part of the Contractor:
..... (tel....., mobile, e-mail.....
6. Without signatures of all the abovementioned persons authorised to perform acceptance, the acceptance is not valid and may not be the basis for issuing an invoice by the Contractor.
7. Change of the authorised persons mentioned above shall be made in writing, without the need to prepare an appendix (schedule) of the Contract.

§ 5 Odbiór przedmiotu umowy

1. Po wykonaniu czynności opisanych w § 4 ust. 4 umowy, Strony przystąpią do odbioru jakościowego w celu potwierdzenia zgodności przedmiotu umowy ze specyfikacją techniczną i Opiszem przedmiotu zamówienia załączniki nr 1 i 3 do umowy.
2. Potwierdzeniem wykonania przedmiotu umowy będzie protokół odbioru ilościowo-jakościowego podpisany przez przedstawicieli wskazanych w ust. 5 poniżej.
3. Po zakończeniu szkolenia, o którym mowa w § 4 ust. 5 Strony dokonają ostatecznego odbioru przedmiotu umowy i sporządzą końcowy protokół odbioru. W dniu odbioru końcowego Wykonawca dostarczy pełną dokumentację przedmiotu umowy w tym instrukcje obsługi dla użytkowników w języku polskim lub języku angielskim, szczegółowe opisy techniczne i/lub funkcjonalne (prospekty, foldery, katalogi producenta itp.) w języku polskim lub języku angielskim, dokument gwarancyjny na przedmiot umowy uwzględniający warunki gwarancji określone w złożonej ofercie.. Informacja o przekazaniu tych dokumentacji i instrukcji zostanie zawarta w protokole odbioru.
4. Za datę odbioru przedmiotu umowy, strony zgodnie przyjmują dzień sporządzenia ostatecznego protokołu odbioru (Odbiór końcowy) o których mowa w ust. 3 powyżej.
5. Do podpisywania protokołu odbioru oraz wszelkich uzgodnień faktycznych w trakcie realizacji umowy, z wyłączeniem zmiany umowy lub dokonywania czynności, których skutkiem byłyby zobowiązania finansowe Zamawiającego, Strony upoważniają swoich przedstawicieli :
 - ze strony Zamawiającego :
..... (tel....., tel. komórkowy.....,
e-mail.....
..... (tel....., tel. komórkowy.....,
e-mail.....
 - ze strony Wykonawcy :
..... (tel....., tel. komórkowy.....,
e-mail.....
6. Bez podpisów wszystkich ww. osób upoważnionych do dokonania czynności odbioru, czynność odbioru jest bezskuteczna i nie stanowi podstawy do wystawienia przez Wykonawcę faktury.
7. Zmiana osób upoważnionych, wymienionych powyżej następuje w formie pisemnej bez konieczności sporządzania aneksu do umowy.

§ 6 Remuneration

1. Total net value of the subject of the Contract amounts to
(say:) in the following currency:
To the remuneration, VAT shall be added at the rate in effect on the day on which the invoice is issued, with a reservation that it does not apply to intra-community deliveries from EU or import.
2. The remuneration mentioned in Para. 1 includes all costs incurred by the Contractor as a result of proper (and compliant with this Contract and current regulations) performance of the subject of the Contract, in particular: price of the micro probe along with accessories and software, documentation and a set of standards, potential customs duty, transport cost, transport insurance, cost of unloading along with carrying to the place specified by the Ordering Party, cost of training, cost of technical and scientific support as well as the cost of documentation for the user.
In case of delivery from abroad, delivery shall be DDP according to INCOTERMS 2010 with extension by unloading and carrying to the place specified by the Ordering Party, excluding the Polish VAT.
3. Bid gross price includes remuneration for the performance of the subject of the Contract along with all other costs necessary for the proper performance of the Contract.
4. This procurement is funded from the financial backing granted by the Minister of Science and Higher Education within the confines of a program called: *"Supporting research infrastructure within the confines of the Polish Science and Technology Fund"*

§ 6 Wynagrodzenie

1. Całkowita wartość netto przedmiotu umowy wynosi
(słownie:) w walucie:
Do wynagrodzenia zostanie zaliczony podatek VAT w stawce obowiązującej w dniu wystawienia faktury, z zastrzeżeniem iż nie dotyczy to dostawy wewnątrzwspólnotowej z UE bądź importu.
2. Wynagrodzenie, o którym mowa w ust. 1, obejmuje wszelkie koszty jakie poniesie Wykonawca z tytułu należytej i zgodnej z niniejszą umową oraz obowiązującymi przepisami realizacji przedmiotu umowy, a w szczególności: cenę za Mikrosondę wraz z akcesoriami i oprogramowaniem, dokumentacją i zestawem wzorców, ewentualne opłaty celne, koszty transportu, ubezpieczenie na czas transportu, koszty rozładunku wraz z wniesieniem do wskazanego miejsca przez Zamawiającego, koszty szkolenia, koszty wsparcia technicznego i wsparcia naukowego oraz dokumentacji dla użytkownika.
Przy dostawie z zagranicy bazą dostawy będzie formuła DDP według INCOTERMS 2010 z rozszerzeniem jej o rozładunek i wniesienie do miejsca wskazanego przez Zamawiającego z wyłączeniem polskiego podatku VAT.
3. Cena brutto oferty obejmuje wynagrodzenie za wykonanie przedmiotu umowy wraz z wszystkimi innymi kosztami niezbędnymi dla prawidłowej realizacji umowy.
4. Niniejsze zamówienie jest finansowane z dotacji przyznanej przez Ministra Nauki i Szkolnictwa Wyższego w ramach programu pn.: *"Wspieranie infrastruktury badawczej w ramach Funduszu Nauki i Technologii Polskiej"*

§ 7 Terms of payment

1. Payment for the subject of the Contract shall be effected via bank transfer to the Contractor's account at bank, account No, on the basis of a duly issued invoice. The Contractor shall issue the invoice to Państwowy Instytut Geologiczny-Państwowy Instytut Badawczy, 4 Rakowiecka Str., 00-975 Warsaw, NIP 525-000-80-40.
2. Payment is deemed effected on the day on which the money is withdrawn from the Ordering Party's account.
3. The Ordering Party will effect payment for the subject of the Contract in the following manner:
 - 1) after the signature of the Contract, the Ordering Party will provide 50% of the Contract value to the Contractor's account as an advance payment against the performance of the procurement, provided that the Contractor submits an **advance payment bank guarantee** issued for the equivalent of the amount of the provided advance payment. Payment of the advance payment shall be effected within 14 days from the reception of the bank warranty document (original document), the content of which corresponds to the conditions specified in this Contract (para. 4 below). The advance payment bank guarantee shall be delivered to the Ordering Party (original document) not later than in days from the signature of the Contract.
 - 2) 40 % of the Contract value after the delivery of the micro probe and carrying, assembly and installation of the equipment at the place specified by the Ordering Party; these actions shall be confirmed in an acceptance protocol by people mentioned in §5;
 - 3) 10% of the Contract value after the completion of the subject of the Contract specified in §1, i.e. after the completion of control tests, training in the scope and form specified in **Schedule 3** of the Contract, issuing complete documentation for the user, confirmed by a final acceptance protocol by people mentioned in §5 above.
4. The advance payment bank guarantee, mentioned in para. 3 item 1 must meet the following conditions:
 - 1) be valid for the period extended by 30 days after the Contract execution date specified in §3 para. 1,
 - 2) be issued by the bank at which the Contractor has its bank account, to which payment shall be effected in accordance with para. 1,

§ 7 Warunki płatności

1. Zapłata za przedmiot umowy dokonana będzie przelewem na konto Wykonawcy w banku nr rachunku, na podstawie prawidłowo wystawionej faktury VAT. Wykonawca wystawi fakturę na Państwowy Instytut Geologiczny-Państwowy Instytut Badawczy, ul. Rakowiecka 4, 00-975 Warszawa, NIP 525-000-80-40.
2. Płatność uważa się za zrealizowaną w dniu wypływu środków pieniężnych z konta Zamawiającego
3. Zamawiający dokona zapłaty za przedmiot umowy w następujący sposób:
 - 1) po podpisaniu umowy Zamawiający wpłaci 50% wartości umowy na konto Wykonawcy, jako zaliczkę na poczet wykonania zamówienia, pod warunkiem przedłożenia przez Wykonawcę **gwarancji bankowej zwrotu zaliczki** wystawionej na równowartość kwoty wpłaconej zaliczki. Zapłata zaliczki nastąpi w terminie 14 dni od dnia otrzymania dokumentu gwarancji bankowej (oryginał), którego treść odpowiada warunkom określonym w niniejszej umowie (ust. 4 poniżej). Gwarancja bankowa zwrotu zaliczki zostanie doręczona Zamawiającemu (oryginał) nie później niż dni liczonych od zawarcia umowy.
 - 2) 40 % wartości umowy po dostawie Mikros sondy oraz wniesieniu, zamontowaniu i zainstalowaniu w miejscu wskazanym przez Zamawiającego, które to czynności zostaną potwierdzone protokołem odbioru przez osoby wymienione w § 5;
 - 3) 10% wartości umowy po zakończeniu całości przedmiotu umowy określonego w § 1, tj. po przeprowadzeniu testów kontrolnych szkolenia w zakresie i formie określonej w **Załączniku Nr 3** do Umowy, wydaniu pełnej dokumentacji dla użytkownika – potwierdzone końcowym protokołem odbioru przez osoby wymienione w § 5 poniżej.
4. Gwarancja bankowa zwrotu zaliczki, o której mowa w ust. 3 pkt. 1 musi odpowiadać następującym warunkom:
 - 1) być ważna na okres wydłużony o 30 dni ponad termin wykonania umowy wskazany w § 3 ust. 1,
 - 2) być wystawiona przez bank w którym Wykonawca posiada swój rachunek bankowy, na który będzie dokonywana zapłata zgodnie z ust. 1,
 - 3) bezwarunkowa, nieodwołalna, płatna na pierwsze pisemne żądanie Zamawiającego,
 - 4) podlegać przepisom prawa Rzeczypospolitej Polskiej z miejscem jurysdykcji w

<p>3) unconditional, irrevocable, payable on first demand of the Ordering Party,</p> <p>4) be subject to law of the Republic of Poland, with the place of jurisdiction in Warsaw.</p> <p>5. The advance payment bank guarantee shall be used by the Ordering Party (<i>payable on first demand of the Ordering Party</i>) if there are grounds for withdrawal from the Contract described in §11 para. 1 item 1, 3 and 4.</p> <p>6. It is reserved that the advance payment bank guarantee is of accessory nature in relation to the performance bond provided by the Contractor, mentioned in §8. Payment of liabilities resulting from the advance payment bank guarantee by the guarantor does not free the Contractor from the obligation to pay the contractual penalties provided for in §10. Contractual penalties shall be deducted from the performance bond.</p> <p>7. Taking into account the fact that the advance payment bank guarantee shall be issued on the Contractor's request, it undertakes to cover all the related costs.</p>	<p>Warszawie.</p> <p>5. Gwarancja bankowa zwrotu zaliczki zostanie wykorzystana przez Zamawiającego (<i>płatna na pierwsze pisemne żądanie Zamawiającego</i>) w przypadku zaistnienia przesłanek odstąpienia od umowy opisanych w § 11 ust. 1 pkt 1, 3 i 4.</p> <p>6. Zastrzega się, że gwarancja bankowa zwrotu zaliczki ma charakter akcesoryjny wobec wniesionego przez Wykonawcę zabezpieczenia należytego wykonania umowy, o którym mowa w § 8. Zapłata przez gwaranta należności wynikających z gwarancji bankowej zwrotu zaliczki nie zwalnia Wykonawcy z obowiązku zapłaty kar umownych przewidzianych w § 10. Kary umowne zostaną potrącone z zabezpieczenia należytego wykonania umowy.</p> <p>7. Zważywszy na fakt, że gwarancja bankowa zwrotu zaliczki zostanie wystawiona na zlecenie Wykonawcy zobowiązuje się on pokryć wszelkie związane z tym koszty.</p>
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§ 8 Performance bond

1. In order to ensure the proper performance of the Contract, performance bond is established, in the amount of 5% of the contractual remuneration price.
2. Prior to the conclusion of the Contract, performance bond was provided in the amount of in the following currency, in the form of
3. If the performance bond was provided in cash, the Ordering Party agrees that the bond is made through deduction of that amount from the advance payment, mentioned in §7 para. 3 item 1.
4. The Ordering Party shall pay in the deducted amount to a separate bank account on the same day on which the advance payment invoice shall be paid.
5. If the performance bond is provided in another form, the document confirming that the performance bond has been provided (original copy of the warranty or surety) shall be attached to this Contract by the Contractor.
6. If the performance bond is provided in the form of warranties and sureties, they must be issued for the period covering the execution of the procurement and year-long guarantee.
7. Performance bond in the amount of 70% of that bond, following from the provisions of para. 1, shall be returned to the Contractor within 30 days from the date of the final acceptance of the subject of the Contract.
8. After stating that the subject of the Contract is free of defects, the Ordering Party shall return to the Contractor the remaining 30% of the bond value not later than 15 days after the guarantee expiration date.

§ 8 Zabezpieczenie

1. W celu zapewnienia należytego wykonania umowy ustanawia się zabezpieczenie w wysokości 5 % ceny wynagrodzenia umownego.
2. Przed zawarciem umowy zostało wniesione zabezpieczenie należytego umowy w wysokościw walucie....., w formie
3. W przypadku wniesienia zabezpieczenia w gotówce, Zamawiający wyraża zgodę na utworzenie zabezpieczenia przez potrącenia z kwoty zaliczki, o której mowa w § 7 ust. 3 pkt. 1.
4. Zamawiający wpłaca potrącaną kwotę na wyodrębniony rachunek bankowy w tym samym dniu, w którym dokonuje zapłaty faktury zaliczkowej.
5. W przypadku wniesienia zabezpieczenia w innej formie, dokument, stanowiący potwierdzenie wniesienia zabezpieczenia należytego wykonania umowy (oryginał gwarancji lub poręczenia) Wykonawca załącza do niniejszej umowy.
6. W przypadku wniesienia zabezpieczenia w formie gwarancji i poręczeń muszą być one wystawione na okres obejmujący wykonanie zamówienia oraz okres rocznej rękojmi.
7. Zabezpieczenie należytego wykonania umowy w wysokości 70% tego zabezpieczenia, wynikające z postanowień ust. 1, zostanie zwrócone Wykonawcy w ciągu 30 dni od daty końcowego odbioru przedmiotu umowy.
8. Po stwierdzeniu, że przedmiot umowy jest wolny od wad, Zamawiający zwraca Wykonawcy pozostałe 30% wartości zabezpieczenia najpóźniej w 15 dniu po upływie terminu rękojmi.

§ 9. Warranty and surety

7. Minimum warranty and service conditions for the equipment covered by the subject of the Contract are specified in **Schedule 4** of this Contract, constituting a schedule of the Contractor's bid.
8. Detailed conditions of the Contractor's warranty, not worse than those specified in **Schedule 4**, shall be specified in a warranty document issued by the Contractor/Manufacturer and handed over to the Ordering Party upon the final acceptance of the micro probe.
9. The Seller shall bear responsibility under the warranty for the period of one year from the day of the final acceptance, for physical and legal defects according to the provisions of the Civil Code, however, the Ordering Party is obliged to notify the Contractor of the defects immediately after they are discovered. The notification shall be sent via e-mail to the following e-mail address of the Contractor The Contractor undertakes to immediately acknowledge the notification, also in the electronic form.

§ 10. Contractual penalties

1. In case there are delays in the delivery of the subject of the Contract, and the deadline specified in §3 para. 1 is exceeded, the Contractor undertakes to pay the Ordering Party a contractual penalty in the amount of 0.2% of the value of the subject of the Contract for each day of delay, but not more than 15% of that value.
2. In case there are delays in the performance of duties following from the warranties specified in §9 and the deadlines specified in **Schedule 4** are exceeded, the Contractor shall pay the Ordering Party contractual penalties in the amount of 0.2% of the value of the subject of the Contract for each day of delay.
3. In case of withdrawal from the Contract for reasons attributable to the Contractor, the Contractor shall pay the Ordering Party a contractual penalty in the amount of 15% of the Contract value.
4. The Ordering Party may claim damages exceeding the contractual penalties in line with general principles.
5. If there is a delay in payment for the subject of the Contract, the Ordering Party shall pay the Contractor statutory interest for each day of the delay.
6. This Contract is financed from public resources within the meaning of the Public Finance Law.

§ 9. Gwarancja i rekojmia

1. Minimalne warunki gwarancji i serwisu sprzętu objętego przedmiotem umowy, określa **załącznik nr 4** do niniejszej umowy, będący załącznikiem do oferty wykonawcy.
2. Szczegółowe warunki gwarancji Wykonawcy, nie gorsze aniżeli ustalone w **załączniku nr 4**, określi dokument gwarancyjny wystawiony przez Wykonawcę/Producenta i przekazany zamawiającemu w dniu odbioru końcowego Mikrosondy.
3. Sprzedawca ponosi odpowiedzialność z tytułu rękojmi przez okres jednego roku licząc od dnia odbioru końcowego, za wady fizyczne i prawne na zasadach określonych w Kodeksie Cywilnym, z tym że o wadach Zamawiający obowiązany jest powiadomić Wykonawcę niezwłocznie po ich wykryciu. Zawiadomienie będzie przesłane drogą elektroniczną na adres e-mail Wykonawcy Wykonawca zobowiązuje się do niezwłocznego potwierdzenia otrzymanego zawiadomienia również w formie elektronicznej

§ 10. Kary umowne

1. W razie wystąpienia opóźnienia w dostarczeniu przedmiotu umowy, ponad termin określony w § 3 ust. 1, Wykonawca zobowiązuje się do zapłaty Zamawiającemu kary umownej w wysokości 0,2% wartości przedmiotu umowy, za każdy dzień opóźnienia, jednak nie więcej niż 15% tej wartości.
2. W razie wystąpienia opóźnienia w wykonaniu obowiązków wynikających z gwarancji określonych w § 9, ponad terminy ustalone w **Załączniku nr 4**, Wykonawca zapłaci Zamawiającemu kary umowne w wysokości 0,2% wartości przedmiotu umowy za każdy dzień opóźnienia.
3. W przypadku odstąpienia od umowy z winy Wykonawcy, Wykonawca zapłaci Zamawiającemu karę umowną w wysokości 15% wartości umowy.
4. Zamawiający może dochodzić na zasadach ogólnych odszkodowania przewyższającego kary umowne.
5. W razie wystąpienia zwłoki w płatności za przedmiot umowy Zamawiający zapłaci Wykonawcy odsetki ustawowe za każdy dzień zwłoki.
6. Umowa niniejsza jest finansowana ze środków publicznych w rozumieniu ustawy o finansach publicznych.

§ 11. Withdrawal from the Contract

1. The Ordering Party has the right to withdraw from the Contract for reasons attributable to the Contractor in the following cases:
 - 1) The Contractor is in delay with the delivery of the subject of the Contract by at least 2 weeks in relation to the deadline specified in §3 para. 1 of the Contract. In such a case, the Contractor shall pay the Ordering Party a contractual penalty in the amount of 15% of the Contract value,
 - 2) The Contractor does not provide the advance payment bank guarantee in the manner and at dates specified in §7, which may result in delays in the execution of the Contract. In such a case, the Contractor shall pay the Ordering Party a contractual penalty in the amount of 15% of the Contract value;
 - 3) The Contractor loses its capacity to settle financial on an ongoing basis or perform obligations under this Contract;
 - 4) An order was issued to seize the entire property of the Contractor or its part, which will make it impossible to perform the Contract;
 - 5) Performance of the Contract is transferred to another Contractor.
2. The Ordering Party may withdraw from the Contract if there is a major change in circumstances as a result of which the performance of the Contract is not in public interest, which was impossible to foresee upon the signature of the Contract – in accordance with Art. 145 of the Public Procurement Law Act. In such a case, the Contractor is entitled to remuneration for deliveries performed under this Contract until the day of withdrawal.
3. Withdrawal from the Contract should be made in writing, otherwise being null and void, and contain a justification.

§ 11. Odstąpienie od umowy

1. Zamawiający jest uprawniony do odstąpienia od umowy z przyczyn leżących po stronie Wykonawcy / z winy Wykonawcy w następujących przypadkach:
 - 1) Wykonawca opóźni się z dostawą przedmiotu umowy o co najmniej 2 tygodnie w stosunku do terminu określonego w § 3 ust. 1 umowy. W takim przypadku Wykonawca zapłaci Zamawiającemu karę umowną w wysokości 15 % wartości umowy,
 - 2) Wykonawca nie wniesie gwarancji bankowej zwrotu zaliczki w trybie i w terminach przewidzianych w § 7, co może skutkować opóźnieniem realizacji umowy. W takim przypadku Wykonawca zapłaci Zamawiającemu karę umowną w wysokości 15 % wartości umowy;
 - 3) utraty zdolności Wykonawcy do bieżącego regulowania zobowiązań pieniężnych lub wykonania zobowiązań wynikających z niniejszej Umowy;
 - 4) wydania nakazu zajęcia całości lub części majątku Wykonawcy, które uniemożliwi wykonanie umowy
 - 5) powierzenia realizacji umowy innemu Wykonawcy.
2. Zamawiający może odstąpić od umowy w przypadku zaistnienia istotnej zmiany okoliczności powodującej, że wykonanie umowy nie leży w interesie publicznym, czego nie można było przewidzieć w chwili zawarcia Umowy – zgodnie z art. 145 ustawy Prawo zamówień publicznych. W takim przypadku Wykonawca ma prawo do wynagrodzenia za wykonane w ramach niniejszej umowy dostawy do dnia odstąpienia.
3. Odstąpienie od umowy powinno nastąpić w formie pisemnej pod rygorem nieważności i powinno zawierać uzasadnienie.

§ 12. Changes and amendments to the Contract

1. The Ordering Party permits the possibility of introducing changes to the provisions of the signed Contract in relation to the contents of the bid submitted in this procedure with no changes to the price, to the following extent:
 - 1) changes to the procurement execution deadline – for reasons attributable to the Ordering Party, concerning, in particular, lack of preparation/availability of the place of performance/delivery and other causes beyond the control of the Parties being consequences of “force majeure” events (fires, floods, etc.);
 - 2) extension of the warranty deadline – due to its extension by the manufacturer/contractor;
 - 3) improvement in the quality or other parameters characteristic for a given component that is the subject of the procurement or replacement of the technology with an equivalent or better one, improvement in the efficiency of equipment and safety class – if the subject of the Contract offered by the Contractor is withdrawn from the market by the manufacturer or its production is discontinued;
 - 4) changes to the key personnel of the Contractor or the Ordering Party (persons authorised to represent the Parties in matters connected with the performance of the procurement) – due to accidents, health problems or other reasons specified by the Parties;
 - 5) changes of the subcontractors (if it was provided for in the procurement execution process) – due to accidents or other reasons favourable for the Ordering Party;
 - 6) changes of to the VAT rate as regards the entirety of the subject of the procurement – in case of changes to the provisions of the Act on the Value Added Tax.
2. Changes and amendments to this Contract may be made only with the written consent of both Parties, in the form of an appendix otherwise being null and void, subject to provisions of §5 para. 7

§ 13. Subcontracting (if applicable)

1. The Contractor is fully responsible towards the Ordering Party for the part of the Contract performed by subcontractors, as if it were performed by the Contractor.
2. The Contractor undertakes to pay the subcontractors on the basis of the legal relations between them.

§ 12. Zmiany w umowie

1. Zamawiający przewiduje możliwość wprowadzenia zmian postanowień zawartej umowy w stosunku do treści przedłożonej w niniejszym postępowaniu oferty przy zachowaniu niezmienniej ceny, w następującym zakresie:
 - 1) zmiany terminu realizacji zamówienia – ze względu na przyczyny leżące po stronie Zamawiającego, dotyczące w szczególności braku przygotowania/ przekazania miejsca realizacji/dostawy oraz inne niezawinione przez strony przyczyny będące konsekwencją zaistnienia zdarzeń spowodowanych przez „siłę wyższą” (pożar, powódź itp.);
 - 2) wydłużenie terminu gwarancji – z racji przedłużenia jej przez producenta/wykonawcę;
 - 3) poprawy jakości lub innych parametrów charakterystycznych dla danego elementu objętego przedmiotem zamówienia lub zmiany technologii na równoważną lub lepszą, podniesienia wydajności urządzeń oraz klasy bezpieczeństwa – w sytuacji wycofania z rynku przez producenta lub zakończenia produkcji zaoferowanego przez wykonawcę przedmiotu zamówienia;
 - 4) zmiany kluczowego personelu wykonawcy lub zamawiającego (osób upoważnionych do reprezentowania stron w sprawach związanych z realizacją zamówienia) – z przyczyn losowych zdrowotnych lub innych wskazanych przez strony;
 - 5) zmiany podwykonawcy (o ile został przewidziany w procesie realizacji zamówienia) – ze względów losowych lub innych korzystnych dla zamawiającego;
 - 6) zmiany stawki podatku VAT w odniesieniu do całości przedmiotu zamówienia – w przypadku zmiany przepisów ustawy o podatku od towarów i usług.
2. Każda zmiana umowy może nastąpić jedynie za zgodą obu stron wyrażoną na piśmie w formie aneksu pod rygorem nieważności, z zastrzeżeniem postanowień § 5 ust. 7.

§ 13. Podwykonawstwo (jeśli dotyczy)

1. Wykonawca ponosi wobec Zamawiającego pełną odpowiedzialność za część przedmiotu umowy realizowaną przez podwykonawców, jak za działanie własne..
2. Wykonawca zobowiązuje się do zapłaty podwykonawcom wynagrodzenia na podstawie łączącego ich stosunku prawnego.

<p>3. If the subcontractor applies to the Ordering Party for payment for work performed for the benefit of the Contractor under the Contract, the Ordering Party shall notify the Contractor and the Contractor is obliged to immediately settle liabilities resulting from the legal relations between them. In such a case, all costs incurred by the Ordering Party, including costs of court proceedings, including costs of legal representation, shall be borne by the Contractor.</p> <p style="text-align: center;">§ 14. Final provisions</p> <p>1. The Contractor may not transfer amounts receivable resulting from this Contract to third parties without a prior written consent of the Ordering Party.</p> <p>2. The Contractor may not transfer the execution of the Contract to another Contractor without consent of the Ordering Party.</p> <p>3. If the Contractor violates the provisions of para. 2, the Ordering Party may withdraw from the Contract in line with the principles specified in §11 para. 1. Provisions of §10 para. 3 are applicable as appropriate.</p> <p>4. All changes and amendments to this Contract must be made in writing, otherwise being null and void.</p> <p>5. All disputes arising in connection with the performance of this Contract shall be settled by a court of proper jurisdiction for the registered office of the Ordering Party.</p> <p>6. As regards matters not provided for in this Contract, regulations of the Polish Civil Code and the Public Procurement Law Act shall apply.</p> <p>7. This Contract becomes effective upon its signature by the Parties, which is understood as affixing the last of the required signatures.</p> <p>8. This Contract was made in 3 identical copies, 2 for the Ordering Party and one for the Contractor.</p>	<p>3. W przypadku wystąpienia przez podwykonawcę do Zamawiającego o zapłatę wynagrodzenia za prace wykonane na rzecz Wykonawcy w związku z realizacją umowy, Zamawiający zawiadomi Wykonawcę, a ten zobowiązany jest do niezwłocznego uregulowania zobowiązań wynikających z łączących te podmioty stosunków prawnych. W takim przypadku, wszelkie koszty jakie poniesie Zamawiający, w tym koszty postępowań sądowych z kosztami zastępstwa prawnego włącznie ponosi Wykonawca.</p> <p style="text-align: center;">§ 14. Postanowienia końcowe</p> <p>1. Wykonawca nie może przenieść wierzytelności wynikającej z niniejszej umowy na rzecz osoby trzeciej bez uprzedniej pisemnej zgody Zamawiającego.</p> <p>2. Wykonawca nie może bez zgody Zamawiającego powierzyć realizacji umowy innemu Wykonawcy.</p> <p>3. W razie naruszenia przez Wykonawcę postanowień określonych w ust. 2 Zamawiający może odstąpić od umowy na zasadach określonych w §11 ust. 1. Przepis §10 ust. 3 stosuje się odpowiednio.</p> <p>4. Wszelkie zmiany i uzupełnienia umowy wymagają formy pisemnej pod rygorem nieważności.</p> <p>5. Ewentualne spory wynikłe na tle realizacji niniejszej umowy będą rozstrzygane przez Sąd właściwy dla siedziby Zamawiającego.</p> <p>6. W sprawach nie uregulowanych niniejszą umową mają zastosowanie przepisy polskiego kodeksu cywilnego oraz ustawy Prawo zamówień publicznych.</p> <p>7. Niniejsza umowa wchodzi w życie w dniu jej podpisania przez strony, przez co rozumie się złożenie ostatniego z wymaganych podpisów..</p> <p>8. Niniejsza umowa została zawarta w 3 jednobrzmiących egzemplarzach, 2 egzemplarze dla Zamawiającego i jeden dla Wykonawcy.</p>
<p><u>THE ORDERING PARTY</u></p> <p>.....</p> <p>.....</p> <p>Warsaw, on</p>	<p><u>ZAMAWIAJĄCY</u></p> <p>.....</p> <p>.....</p> <p>Warszawa, dnia</p>
<p><u>THE CONTRACTOR</u></p> <p>.....</p> <p>.....</p> <p>....., on</p>	<p><u>WYKONAWCA</u></p> <p>.....</p> <p>.....</p> <p>..... dnia</p>