



państwowa służba
geologiczna

państwowa służba
hydrogeologiczna

Państwowy Instytut Geologiczny Państwowy Instytut Badawczy

ul. Rakowiecka 4, 00-975 Warszawa, tel. 22 45 92 000, fax 22 45 92 001, sekretariat@pgi.gov.pl
Sąd Rejonowy dla m. st. Warszawy w Warszawie, XIII Wydział Gospodarczy KRS, Nr 0000122099; NIP PL 5250008040

www.pgi.gov.pl

CONTRACT TERMS OF REFERENCE

(SIWZ)

for the public contract procedure carried out by

OPEN TENDERING

pursuant to article 39 of the Public Procurement Law of 29 January 2004 (consolidated text in Dziennik Ustaw official journal, year 2013, item 907, as amended), with the estimate contract value below EUR 207,000.

Procedure ref. No. EZ-240-60/2014

CONTRACT SUBJECT MATTER:

Supply of a new spares and packages of consumables that form an integral part of the SHRIMP
IIe/MC ion microprobe

APPROVED BY:

Date: 05.08.2014

ZASTĘPCA DYREKTORA
Państwowego Instytutu Geologicznego
Państwowego Instytutu Badawczego
DYREKTOR
ds. PAŃSTWOWEJ SŁUŻBY
GEOLOGICZNEJ
mgr inż. Andrzej Przybycin

The abbreviations and terms used in this document mean as follows:

1. “Public Procurement Law” – the Act of 29 Jan. 2004 "Public Procurement Law" (consolidated text: Dziennik Ustaw official journal, year 2013, item 907, as amended);
2. “Terms of Reference” – these Contract Terms of Reference;
3. “Awarding Entity” – Państwowy Instytut Geologiczny – Państwowy Instytut Badawczy (Geological Institute – National Research Institute);
4. “Economic Operator” – as defined in Article 2.11 of Public Procurement Law.

1. AWARDING ENTITY

Państwowy Instytut Geologiczny – Państwowy Instytut Badawczy (PIG-PIB) (Polish Geological Institute – National Research Institute)

00-975 Warsaw

ul. Rakowiecka 4

Tax number (NIP): 525-000-80-40

Statistical number (REGON): 000332133

2. CONTRACTING PROCEDURE

The procedure for the award of this contract is carried out in the form of open tendering, estimate value of contract EUR 207,000, pursuant to the provisions of the Act of 29 January 2004 – Public Procurement Law (consolidated text in Dziennik Ustaw official journal, year 2013, item 907, as amended).

3. CONTRACT SUBJECT MATTER

- 3.1. The following is the subject matter of the contract:
 - 3.1.1. the supply (including insured transport) of a factory new spares and packages of consumables requiring constant renewal, that form an integral part of the SHRIMP IIe/MC ion microprobe
- 3.2. The detailed scope of the contract subject is specified in:
 - Appendix 1 to the Terms of Reference– “Contract Subject Matter”;
 - Appendix 2 to the Terms of Reference – “Important Agreement Clauses”.
- 3.3. Common Procurement Vocabulary code for the contract subject matter:
CPV code and name: 38.50.00.00-0 – Checking and testing apparatus

4. CONTRACT COMPLETION DATE

The subject matter of this contract is to be completed until 2014.09.20.

5. PARTIAL AND VARIANT TENDERS

- 5.1. The Awarding Entity does not allow partial tenders.
- 5.2. The Awarding Entity does not allow submission of variant tenders.

6. PLANNED SUPPLEMENTAL CONTRACTS

The Awarding Entity does not plan any supplementary contracts mentioned in Article 67.1.7 of the Public Procurement Law.

7. PROCEDURE PARTICIPATION CONDITIONS; NO GROUNDS FOR EXCLUSION

- 7.1. Economic operators who satisfy the conditions under Article 22.1 of the Public Procurement Law applicable to the following are eligible to compete for the contract:
 - 7.1.1. possession of authorisations to perform specific activities or actions, if such are required by the laws;
 - 7.1.2. possession of knowledge and experience;
 - 7.1.3. possession of the appropriate technical capacity and human resources able to perform the contract;
 - 7.1.4. economic and financial situation.
- 7.2. An economic operator is eligible to compete for the contract, if there are no grounds to exclude it from the public contract procedure under Article 24.1 and Article 24.2 of the Public Procurement Law.

8. METHOD OF PARTICIPATION CONDITIONS ASSESSMENT

- 8.1. Not applicable.

9. RULES OF PARTICIPATION CONDITIONS ASSESSMENT

- 9.1. The compliance with the conditions specified in Items 7 and 8 of the Terms of Reference must be confirmed in declarations and documents to be submitted as mentioned in Item 10 of the Terms of Reference.
- 9.2. The compliance with the procedure participation conditions, as defined by the Awarding Entity, will be assessed on pass/fail basis.
- 9.3. Documents enclosed with the tender must expressly demonstrate that the Economic Operator has proven its compliance with the participation conditions.
- 9.4. Failure to comply with one or more conditions will result in exclusion of the Economic Operator from the procedure.

10. PARTICIPATION CONDITIONS COMPLIANCE DOCUMENTATION

- 10.1. In order to prove that the Economic Operator complies with the conditions set out in article 22.1 of the Public Procurement Law, according to their assessment (described in Item 8 of the Terms of Reference), the Awarding Entity requests submission of the following declarations and documents:
 - 10.1.1. A declaration certifying the compliance with the procedure participation conditions (Article 22.1 of the Public Procurement Law), to be submitted based on the form enclosed in Appendix 4 to the Terms of Reference.
- 10.2. In order to prove that there are no grounds to exclude the Economic Operator from the tendering procedure under Article 24.1 of the Public Procurement Law, the Awarding Entity requests submission of the following documents:
 - 10.2.1. A declaration certifying no grounds for the exclusion from the contract procedure under Article 24.1 of the Public Procurement Law, to be submitted based on the form enclosed in Appendix 5 to the Terms of Reference.

NOTICE: *In the case of Economic Operators jointly procuring the contract, the document must be submitted by each of the Economic Operators acting jointly.*

11. ADDITIONAL DOCUMENTS/POWER OF ATTORNEY

- 11.1.** The tender must be accompanied with document(s) specifying the principles of representation and the persons authorised to represent the Economic Operator.
- 11.2.** If the Economic Operator is represented by its agent, the tender must be accompanied with a power of attorney document stating the scope of the powers, signed by the persons authorised to represent the Economic Operator. The power of attorney must be submitted as original or a true copy certified by a notary.

11A. CAPITAL GROUP DOCUMENTS

- 11A.1.** Pursuant to Article 26.2.(d) of the Public Procurement Law, the Economic Operator must submit a declaration containing a list of entities which belong to the same capital group as set out in Article 24.2.5 of the Public Procurement Law or certify that the Economic Operator does not belong to any capital group. The declaration form is enclosed in Appendix 6 to the Terms of Reference.

12. CONDITIONS COMPLIANCE DECLARATIONS AND DOCUMENTS TO BE SUBMITTED BY OPERATORS SEATED OR DOMICILED OUTSIDE POLAND (foreign operator requirements)

- 12.1.** Not applicable.

13. OPERATOR DOCUMENT REQUIREMENTS

- 13.1.** The requirements applicable to documents to be submitted by Economic Operators are governed in (among others) *Regulation of the Council of Ministers of 19 February 2013 concerning the types of documents requested by an awarding party from operators and their forms of submission (Dziennik Ustaw official journal, year 2013, item 231)*.
- 13.2.** The declarations mentioned in items 10.1.1 and 11A.1 of the Terms of Reference must be presented as original while the other documents mentioned in item 10 and Item 12 of the Terms of Reference may be submitted as original or a copy certified and marked with 'certified true copy' clause by the Economic Operator, subject to Item 13.3 of the Terms of Reference. A multi-page document submitted as a copy must be certified as a true copy on each page with contents (numbered).
- 13.3.** Pursuant to §7.2 of the Regulation of the Council of Ministers of 19 February 2013 concerning the types of documents requested by an awarding party from operators and their forms of submission (Dziennik Ustaw official journal, year 2013, item 231), in the case of the Economic Operators applying jointly for the contract and in the case of other entities which the Economic Operator relies on (in terms of resources of such entities) according to Article 26.2.(b) of the Public Procurement Law, copies of such documents pertaining to the Economic Operator or such entities must be certified as true copies by the Economic Operator or the entities respectively.
- 13.4.** The power of attorney must be submitted as original or a true copy certified by a notary.
- 13.5.** A written declaration of a third-party entity that it will provide the Economic Operator with the necessary resources during the period of their use in the performance of the contract, according to Article 26.2.(b) of the Public Procurement Law, must be submitted as original.

- 13.6. A document submitted in an incorrect form (for example, not certified by the Economic Operator as a true copy) will be treated as not submitted at all.
- 13.7. The contract procedure is carried out in Polish. Documents, declarations and powers of attorney made in a foreign language must be submitted together with a translation into Polish. It does not apply to Economic Operators who submitted tenders using the appendices to these Terms of Reference, as prepared by the Awarding Entity in Polish/English version (Appendices 3-6 to the Terms of Reference).

14. JOINT TENDERS

- 14.1. The Economic Operators who jointly apply for the contract must appoint an agent to represent them during the procedure only or during the procedure and at the conclusion of the agreement for the public contract. The power of attorney must be enclosed with the tender. The power of attorney must be submitted as original or a true copy certified by a notary.
- 14.2. If the Awarding Entity selects a tender submitted by the Economic Operators applying jointly for the contract, the Awarding Entity may require that the Economic Operators submit the agreement which stipulates their cooperation, at any time prior to the signing of the agreement for the public contract.
- 14.3. The Economic Operators applying jointly for the contract are jointly and severally liable for the performance of the contract. The issue of the joint and several liability is governed in the [Polish] Civil Code.
- 14.4. Each of the Economic Operators applying jointly for the contract must independently demonstrate its compliance with the following condition: there are no grounds to exclude the Economic Operator from the contract procedure under Article 24.1 and Article 24.2.5 of the Public Procurement Law. The remaining participation conditions defined in Item 8 of the Terms of Reference must be satisfied jointly by all the Economic Operators applying jointly for the contract.
- 14.5. A tender submitted jointly by the Economic Operators must comprise the documents listed in Item 10 of the Terms of Reference (and Item 12 of the Terms of Reference, if needed), however the documents listed in Item 10.2 of the Terms of Reference (and Item 12 of the Terms of Reference, respectively) must be submitted by each of the Economic Operators separately.
- 14.6. The tender submitted jointly by the Economic Operators must be signed and labelled in such way that it will constitute a lawful obligation of all the entities which jointly apply for the contract.

15. SUBCONTRACTORS

- 15.1. The Awarding Entity requests that the Economic Operator indicate the part of the contract which will be entrusted to subcontractors.
- 15.2. Information about a given part of the contract being entrusted to subcontractors must be stated in 'Tender' form (Appendix 3 to the Terms of Reference).

16. CONTACT BETWEEN AWARDING ENTITY AND ECONOMIC OPERATORS

- 16.1. Declarations, requests, notices and other information must be submitted by the Awarding Entity and the Economic Operators in writing, via fax or e-mail, subject to Item 16.2 of the Terms of Reference.

- 16.2. The written form must be followed when submitting the tender and its appendices, including the documents demonstrating the compliance with the participation conditions, as well as in the case of change or cancellation of the tender.
- 16.3. If the Awarding Entity or the Economic Operator submit documents or information via fax or e-mail, then a given party must immediately confirm that fact to the other at the latter's request.

17. PERSON TO CONTACT ECONOMIC OPERATORS

Karolina Filipczak (Public Contract Division)

tel. + 48 22 459 23 13

fax +48 22 459 20 23

or e- mail: karolina.filipczak@pgi.gov.pl

18. TERMS OF REFERENCE INQUIRIES

- 18.1. The Economic Operator may inquire the Awarding Entity to explain the contents of the Terms of Reference, in writing, via fax or e-mail to:

Państwowy Instytut Geologiczny – Państwowy Instytut Badawczy (PIG-PIB)

ul. Rakowiecka 4, 00-975 Warsaw

fax: + 48 22 459 20 23, e-mail: karolina.filipczak@pgi.gov.pl

- 18.2. Pursuant to Article 38.1 of the Public Procurement Law, the Awarding Entity must provide explanations immediately but not later than 2 days prior to the lapse of the deadline for tender submissions, provided an inquiry about the contents of the Terms of Reference was received by the Awarding Entity by the end of the day when half of the period for tender submission lapses. The Awarding Entity must distribute the inquiry and the related explanation to all Economic Operators which received the Terms of Reference, however without disclosure of the inquiring source, as well as publish the same on the website where the Terms of Reference were published.
- 18.3. In justified cases, the Awarding Entity may change the contents of the Terms of Reference at any time prior to the lapse of the deadline for tender submissions. The Awarding Entity must distribute such changes promptly to all Economic Operators which received the Terms of Reference, as well as publish the same on the website where the Terms of Reference were published.

19. DEPOSIT REQUIREMENTS

- 19.1. The Awarding Entity does not require submission of any security deposit.

20. TENDER EXPIRY

- 20.1. The tenders will remain valid for a term of 30 days. The term starts on the lapse of the deadline for tender submissions.
- 20.2. Pursuant to Article 85.2 of the Public Procurement Law, the Economic Operator can extend the term either by its own initiative or at a request from the Awarding Entity, however the Awarding Entity may request operators to approve extension of the term by a certain period (not longer than 60 days) only once and on at least 3 days prior to the expiry of the term of the tender.

21. TENDER PREPARATION

- 21.1. The tender must be submitted in writing, or else will be null and void.
- 21.2. The tender must contain the following at least:
 - 21.2.1. filled-in 'Tender' Form which is enclosed as Appendix 3 to the Terms of Reference;
 - 21.2.2. filled-in 'Price Form' which is enclosed as Appendix 3a to the Terms of Reference
 - 21.2.3. the declarations and documents mentioned in Items 10 of the Terms of Reference (and Item 12
 - 21.2.4. the power of attorney (if applicable);
 - 21.2.5. the declaration pursuant to article 24.2.5 of the Public Procurement Law.
- 21.3. The tender must be signed by the person authorised to represent the Economic Operator, based on the terms of representation thereof defined in the register or another document applicable to a given form of the Economic Operator's enterprise, or by the duly empowered representative of the Economic Operator.
- 21.4. The tender must be prepared in conformance with the Terms of Reference and the forms which are the appendices to the Terms of Reference.
- 21.5. The Economic Operator may submit the tender using own forms, however their contents must be in line with the contents of the forms enclosed to the Terms of Reference.
- 21.6. The tender must be written in Polish with legible letters.
- 21.7. All tender pages with contents (save for the original document which is not issued by the Economic Operator but constitutes an integral part of the tender) must be labelled with a signature and a stamp of the person(s) authorised to participate in legal dealings on behalf of the Economic Operator, or by the authorised representative of the Economic Operator (in such case, the letter of authorisation to sign documents must be enclosed with the tender).
- 21.8. All pages of the tender must be pinned together to prevent decompiling of the tender, and numbered with consecutive numbers. Tender documents may be numbered at one's own discretion however the page numbers must be consecutive.
- 21.9. All adjustments or changes in the contents of the tender must be entered legibly and marked with a signature and a stamp of the authorised person, and with a date of the introduced change.
- 21.10. If the tender contains various alternative options, it will be rejected.
- 21.11. Every Economic Operator may submit only one tender in this procedure. The same Economic Operator will be deemed to have submitted more than one tender, if the same entity appears in two or more tenders submitted jointly or the same entity is the sole applicant of one tender and at the same time participates in a joint tender.
- 21.12. If the tender, declarations or documents contain information which constitutes a business secret, as defined in *the Act of 16 April 1993 on combating unfair competition* (consolidated text in Dziennik Ustaw official journal, year 2003, No. 153, item 1503, as amended), then the Economic Operator must include an explicit reservation that such information constitutes the business secret. The information must be placed in a separate package inside containing sheets which must be pinned together permanently, numbered and marked with the following clause: "DO NOT DISCLOSE – BUSINESS SECRET ACCORDING TO ARTICLE 11.4 OF UNFAIR COMPETITION LAW".

22. TENDER PACKAGING AND MARKING GUIDELINES

- 22.1. The tender must be submitted as one copy concealed in a non-transparent and sealed enveloped or other packaging.

22.2. The envelope must be addressed to:

Państwowy Instytut Geologiczny – Państwowy Instytut Badawczy (PIG-PIB)

ul. Rakowiecka 4, 00-975 Warsaw

and contain the following inscription:

**Tender for “Supply of a new spares and packages of consumables that form an integral part of the SHRIMP IIe/MC ion microprobe”
(Procedure ref. No. EZ-240-60/2014)**

Do not open until 12:15, 20.08.2014

22.3. All consequences of the tender submitted otherwise than in line with the above are on the Economic Operator.

23. SUBMISSION DEADLINE AND PLACE

23.1. The tender must be submitted to:

Państwowy Instytut Geologiczny – Państwowy Instytut Badawczy (PIG-PIB)

ul. Rakowiecka 4, 00-975 Warsaw

Kancelaria Ogólna (parter/lobby, pok. 15)

23.2. **The tender can be submitted until 20.08.2014, 12:00 p.m.**

23.3. The tender will qualify for the procedure, if delivered via post until the deadline stipulated in Item 23.2 of the Terms of Reference. The date when the General Office (Kancelaria Ogólna PIG-PIB) receives the tender, as time stamped, will be decisive in that regard.

23.4. The Awarding Entity will promptly return the tender, if it is submitted after the deadline for the tender submissions.

24. TENDER OPENING

24.1. The submitted tenders will be opened on 20.08.2014, 12:15 p.m., at the registered office of the Awarding Entity, building A, room 231.

24.2. The tenders will be opened publicly.

24.3. Directly prior to the opening of the tenders, the Awarding Entity will state the amount which it plans for the financing of the contract.

24.4. After opening each subsequent tender, the Awarding Entity will announce the information according to Article 86.4 of the Public Procurement Law, to the gathered audience.

24.5. At the request of the Economic Operator which is absent during the opening procedure, the Awarding Entity will provide the information mentioned in Items 24.3 and 24.4 of the Terms of Reference.

25. TENDER CHANGE AND CANCELLATION

25.1. Prior to the deadline for tender submissions, the Economic Operator has the right to:

25.1.1. cancel the tender – by submitting a written notice with the following inscription on the envelope: ‘CANCELLATION’ (‘WYCOFANIE’);

- 25.1.2. change the tender – by submitting a notice of changes according to the same rules as apply to submission of the tender, with the following inscription on the envelope: ‘REPLACEMENT’ (‘ZAMIANA’).

26. TENDER PRICE FORMULA

- 26.1. The Economic Operator must specify all prices in line with the Price Form enclosed as Appendix 3a to the Terms of Reference.
- 26.2. The Economic Operator will use the price computed based on the Price Form in the ‘Tender’ form – Appendix 3 to the Terms of Reference.
- 26.3. The price stated in ‘Tender’ form must include all costs which are connected with the performance of the contract subject matter.
- 26.4. All prices must be expressed in Polish zlotys (PLN) or euros (EUR) or USD, up to two decimal places, and all payments will be made in Polish zlotys or euros pursuant to the applicable laws.
- 26.5. If a value is expressed in euros or USD, in order to compare tenders the Awarding Entity will convert the contract value into PLN based on the average rate of the National Bank of Poland (Table A with average FX rates) as at the first day of the procedure. Settlements between the parties will be ensured in the currency which is stated in the tender.
- 26.6. If the Awarding Entity receives a tender which, if selected, will cause tax liabilities due from the Awarding Entity under the goods and services regulations applicable to the intra-community purchase of goods, then in order to evaluate the tender the Awarding Entity will add the goods and services tax to be due from the Awarding Entity pursuant to the regulations to the price stated in such tender.
- 26.7. In order to determine whether the tender is grossly underpriced compared to the contract subject matter, the Awarding Entity may request the Economic Operator to submit explanations within a certain time concerning tender elements which influence the price.

27. TENDER SELECTION CRITERIA AND WEIGHTS

- 27.1. Only those tenders which are not excluded will be evaluated.
- 27.2. When selecting the best tender, the Awarding Entity will apply the following criteria and their weights:

Ref.	Criteria name	Criteria weight
1	Price	100

- 27.3. The score for the respective tenders will be calculated up to two decimal places or with such accuracy as is sufficient to demonstrate differences between the non-excluded tenders.
- 27.4. Criteria score formula:

$$\text{Tender price} = \frac{\text{lowest price}}{\text{Price given in specific tender}} \times 100 \text{ points}$$

- 27.5. The best tender will be such as receives the highest total score for all criteria.

28. POST-SELECTION FORMALITIES TO CONCLUDE PUBLIC CONTRACT AGREEMENT

- 28.1. If the tender submitted by the Economic Operators applying jointly for the contract is selected as the best one, then prior to the signing of the agreement the Awarding Entity may request that the Economic Operators submit the agreement which governs their cooperation.
- 28.2. The Awarding Entity will notify the Economic Operator whose tender was selected as the best one about the place and time for concluding the agreement.
- 28.3. If the Economic Operator does not submit copies of the documents mentioned above, the Awarding Entity will deem the Economic Operator to refrain from concluding the agreement under Article 94.3 of the Public Procurement Law.

29. AGREEMENT PERFORMANCE BOND REQUIREMENTS

- 29.1 The Awarding Entity does not require submission of any performance security for the agreement.

30. AGREEMENT CLAUSES

- 30.1. General and detailed terms and conditions of the agreement to be incorporated in the future agreement with the Economic Operator which will be selected during the procedure are enclosed in 'Important Agreement Clauses' – Appendix 2 to the Terms of Reference.
- 30.2. All inquiries and doubts concerning Important Agreement Clauses will be addressed in the same way as those concerning the entire Terms of Reference (pursuant to Article 38 of the Public Procurement Law).
- 30.3. Agreement changes and rules of introducing them are specified in Important Agreement Clauses.

31. LEGAL MEASURES AVAILABLE TO OPERATOR IN CONTRACTING PROCEDURE

- 31.1. Economic Operators and other entities which have or had an interest in winning the contract and incurred or may incur a loss due to infringement by the Awarding Entity of the Public Procurement Law, are entitled to legal measures pursuant to the principles stipulated in Title VI of the Public Procurement Law, Articles 179 – 198.(a)-(g).
- 31.2. An appeal can be submitted to the President of the National Chamber of Appeals (Prezes Krajowej Izby Odwoławczej), in writing or the electronic form with secure electronic signature verified with a qualified certificate.
- 31.3. The appealing party must send a copy of the appeal to the Awarding Entity prior to the deadline for appeal submissions, in a manner enabling the Awarding Entity to view contents of the appeal before the lapse of the deadline.
- 31.4. Appeals may be submitted by the deadlines stipulated in the Public Procurement Law, Article 182.

32. FINAL PROVISIONS

- 32.1. Any matters not provided in the Terms of Reference are subject to the provisions of the Act of 29 January 2004 'Public Procurement Law' (Dziennik Ustaw official journal, year 2013, item 907, as amended).
- 32.2. All costs connected with the preparation of the tender and the participation in the procedure are on the Economic Operator.

32.3. All appendices to the Terms of Reference constitute their integral part.

33. APPENDICES:

- 33.1.** Appendix 1 to the Terms of Reference – Contract Subject Matter;
- 33.2.** Appendix 2 to the Terms of Reference – Important Agreement Clauses;
- 33.3.** Appendix 3 to the Terms of Reference – Tender Form;
- 33.4.** Appendix 3a to the Terms of Reference – Price Form;
- 33.5.** Appendix 4 to the Terms of Reference – Declaration (Article 22 of the Public Procurement Law);
- 33.6.** Appendix 5 to the Terms of Reference – Declaration (Article 24.1 of the Public Procurement Law);
- 33.7.** Appendix 6 to the Terms of Reference – Declaration (Article 24.2.5 of the Public Procurement Law).

CONTRACT SUBJECT MATTER

The subject of the procurement is: are original spares and packages of consumables for the ion microprobe SHRIMP requiring constant renewal as a result of regular work microprobe, that is under warranty.

There are

1. ETP multiplier (1 item)
2. Kohler aperture bar (15 aperture) 1 set
3. IFLEX electrometer (charge mode)
4. Counting system upgrade for IFLEX (1 item)
5. Low Field Tesla Tamer (1 item)
6. Duoplasmatron back (1 item)
7. Electron gun with ceramic mount (with power supply) (1 item)
8. Ion Source Cs⁺ (no power supply) (1 item)

All of these items have to be compatible with the SHRIMP IIE/MC ion microprobe installed in PGI-NRI

1) Purpose

Ordered spares and packages of consumables are interchangeable parts and packages for various and specific purposes, but generally they allow the continuous and most efficient operation of the SHRIMP IIE/MC ion microprobe.

2) Product description- description of the spares their main functions

1. ETP multiplier

Electron Multiplier - High Rate

The high rate Electron Multiplier is an 21 stage, line-of-sight first dynode, Multiplier with a nominal gain of 10^7 at 2.0 kV energizing voltage. This high voltage is a negative potential supplied by a uni-polar 5 kV high voltage power supply with a maximum output of 3.6 kV. The Electron Multiplier is operated in pulse counting mode by providing a pulse current signal for each secondary ion arrival. The amplified pulse current signal passes through a Pulse Height Discriminator before entering the high speed IPCS counting system. Electron multiplier used when measuring small ion count rates (< 200 kHz) in multiple collector mode.

2. Köhler Apertures

Several replaceable apertures are mounted in the Köhler Aperture Bar, which is manually driven by a 25 mm Digital Linear Feed through. The aperture diameters as initially supplied are 0.20, 0.12, 0.12, 0.12, 0.12, 0.07, and 0.03 mm respectively, mounted in the Aperture Bar 3.0 mm apart. An ion image of the selected Köhler Aperture is focused onto the target for analysis, so the size of the Aperture determines the size of the area on the sample surface (de-magnification about 7:1) impacted by the primary ion beam. The Köhler Apertures are made of Tantalum to resist erosion by the primary beam. Periodic replacement of apertures is necessary, depending on the brightness of the ion source and amount of instrument use.

3. IFLEX electrometer (charge mode)

The novel iFlex electrometer iFlex allows the Faraday cup-electrometer combination to be used on much lower signals than a conventional high gain electrometer, thereby overcoming the 'megaHertz gap' between signals too high for an electron multiplier (> 100 kHz) and too low for a conventional electrometer (< 1 MHz). The SHRIMP multicollectors, when teamed with the innovative iFlex capacitance mode electrometers, provide unrivalled performance for stable isotope measurement using Faraday cups, down to signal levels below 50 kHz.

4. **Counting system upgrade for IFLEX** -is an upgraded system for counting, wich is -compatible with counting iFlex electrometers.

5. Low Field Tesla Tamer

The *tesla tamer*© Hall effect probes provide a magnetic field sensor signal to the Field Controller and are therefore a critical component of SHRIMP II operation. The four *tesla tamer*© units are equally distributed around the flight tube well within the magnetic field in order to produce an accurate average of the

magnetic field strength over the entire area of the analyser magnet pole pieces. The temperature-regulated *tesla tamer*® units are designed to lie flat on the lower pole piece to ensure that the hall probe sensors remain mechanically stable and are perpendicular to the magnetic field. The optional low field *tesla tamer*® units are equipped with an internal amplifier to improve the stability of the feedback to the Field Controller at very low field levels.

6. Duoplasmatron back

The Duoplasmatron, is the source of primary ions. The Duoplasmatron is fed gas via a micrometer actuated leak valve. The feed gas is normally high purity oxygen, but may also be argon (when the Duoplasmatron is configured to produce positive ions) or an argon/oxygen mixture. The gas in the Duoplasmatron is ionized within a hollow cathode electrical discharge. Ions of the desired polarity are extracted from the resultant plasma. For extraction of negative ions the Duoplasmatron is fitted with an off-axis intermediate electrode. If positive ions are required, the intermediate electrode is exchanged for one with an axial aperture, and two of the three rings of permanent magnets normally fitted to the exterior of the Duoplasmatron are removed. The pressure of the oxygen gas feeding the Duoplasmatron is measured by an electrically isolated thermocouple vacuum gauge. The Duoplasmatron is cooled by a mains powered fan which, if disabled, will trip a safety interlock on the Duoplasmatron power Supply.

7. Electron gun with ceramic mount (with power supply)

The electron gun is used to prevent the build-up of positive charge on the sample surface when analyzing insulating minerals in negative secondary ion mode. Because the Gun is referenced to Column Ground, the electron energy (about 1.5 keV) must be sufficient to overcome the secondary extraction potential (about 750 V) and still be enough to neutralize the positive charge accumulating at the sample surface from the incoming Cs⁺ and outgoing negative secondary ions.

A Electron Gun model ELG-2 (2 keV) or equivalent is mounted to the secondary extraction housing using insulated mount to provide a charge neutralizing electron beam.

Because the Electron Gun must operate at Column Ground potential (about 10 kV), the power supply is electrically isolated from true ground within a purpose-built acrylic case, allowing it also to be floated at Column Ground potential.

8. Ion Source Cs⁺ (no power supply)

A alkali metal ion source IGS-4B (5 keV), here source fitted with a Cs firing unit, is normally used in place of the Duoplasmatron for generating positive primary ions. Cs⁺ is strongly electropositive, maximizing the yield of negative secondary ions. The Cs⁺ ion source is mounted on the end of the Primary Column in place of the Duoplasmatron and driven by an earth-referenced power supply (IGPS-4). Because the source is ground referenced, ions which are initially accelerated to the desired energy (usually 5 kV) are then further accelerated to approximately 14.25 kV by the 10 kV Column Ground extraction potential.

If Ordering Party's tender documents contain any provisions, which could indicate a certain product, manufacturer, country of origin, etc., it must be recognized, that it is permissible to submit solutions equivalent to the one described, but by the "equivalence" means that offered device will 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 this SECP
- b) 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 meets the requirements equivalence described above.

**IMPORTANT AGREEMENT CLAUSES/
ISTOTNE POSTANOWIENIA UMOWY**

Agreement No. concluded on, in Warsaw, by and between: 1. Państwowy Instytut Geologiczny – Państwowy Instytut Badawczy (Polish Geological Institute – National Research Institute), with the registered office in Warsaw (ul. Rakowieckia 4), entered in the National Court Register with number (KRS) 0000122099, maintained by the District Court for Warsaw (in Warsaw), 13th Commercial Division of the National Court Register, VAT number (NIP): 525-000-80-40, represented by: hereinafter referred to as “Awarding Entity”, and 2. with the registered office in, entered in, represented by: hereinafter referred to as “Operator”; as a result of the tender which the Awarding Entity selected during the open tendering procedure (EZ-240-60/2014) carried out pursuant to <i>the Act of 29 January 2004 ‘Public Procurement Law’ (consolidated text in Dziennik Ustaw official journal, year 2013, item 907, as amended)</i>, the Parties have concluded the agreement of the following terms and conditions:	UMOWA nr Zawarta w dniuw Warszawie, pomiędzy: 1. 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: zwanym w dalszej części umowy Zamawiającym, a 2. z siedzibą w wpisanym..... , reprezentowaną przez: zwanym dalej Wykonawcą w rezultacie dokonanego przez Zamawiającego wyboru oferty w trybie przetargu nieograniczonego (EZ-240-60/2014) zgodnie z <i>ustawą z dnia 29 stycznia 2004r. Prawo zamówień publicznych (tekst jednolity Dz. U. z 2013 r. poz. 907 ze zm.)</i>, została zawarta umowa o treści następującej:
--	---

§ 1. Subject Matter 1. The Awarding Entity orders the supply and the Operator undertakes to supply the following to the registered office of the Awarding Entity, at ul. Rakowiecka 4, 00-975 Warsaw: A set of factory new original spares and packages of consumables for the SHRIMP IIe/MC ion microprobe according to the technical specification contained in Appendix No. 1 to this Agreement ("Contract Subject Matter") and Appendix 2 ("Price Form") to this Agreement. 2. The Operator represents and warrants that the supplied set of the spares and packages of consumables for the SHRIMP IIe/MC ion microprobe SHRIMP has no physical and legal defects.	§ 1. Przedmiot umowy 1. Zamawiający zamawia, a Wykonawca zobowiązuje się dostarczyć do siedziby Zamawiającego przy ul. Rakowieckiej 4, 00-975 Warszawa: oryginalne części i pakiety zużywalne do mikrosondy jonowej SHRIMP IIe/MC – zgodnie z opisem technicznym i funkcjonalnym zawartym w załączniku nr 1 do umowy (Opis przedmiotu zamówienia) oraz Formularzem cenowym załącznikiem nr 2 do umowy. 2. Wykonawca oświadcza, że dostarczony zestaw części i pakietów zużywalnych do mikrosondy jonowej SHRIMP IIe/MC nie ma wad fizycznych i prawnych.
§2. Supply Time and Place 1. The supply of the set of the spares and packages of consumables for the SHRIMP IIe/MC ion microprobe, shall be carried out until 2014.09.20 2. If the subject matter of this Agreement does not comply with the qualitative acceptance criteria, the Contractor shall replace it with new one free of defects, within 20 workdays. 3. The acceptance procedure for the subject matter shall be carried out in line with §5 of this Agreement.	§ 2. Termin i miejsce dostawy 1. Dostawa zestawu części i pakietów zużywalnych do mikrosondy jonowej SHRIMP IIe/MC – będzie zrealizowana w terminie do 20.09.2014. 2. Przedmiot umowy, który nie spełni warunków odbioru jakościowego będzie wymieniony przez Wykonawcę na nowy, wolny od wad, w terminie 20 dni roboczych. 3. Odbiór przedmiotu umowy dokonany zostanie zgodnie z postanowieniami §5 umowy.
§ 3. Fee 1. The total net value of the subject matter is: (<i>in words:</i>), currency:, based on the Price Form enclosed as Appendix 2 to this Agreement. The fee shall be increased with the VAT based on the applicable rate as at the day of issuing the invoice, /*not applicable to intra-community supply from EU or elsewhere/. 2. The fee set out in Item 1 above includes all costs as the Operator may incur for the due performance of this Agreement in line with this Agreement and the applicable regulations 3. In the case of a foreign supply, the supply shall be carried out based on INCOTERMS 2010, DDP in Warsaw, ul. Rakowiecka 4 (the registered office of Polish Geological Institute – National Research Institute).	§ 3. Wynagrodzenie 1. Całkowita wartość netto przedmiotu umowy wynosi (<i>słownie:</i>) w walucie:, zgodnie z Formularzem cenowym stanowiącym Załącznik nr 2 do niniejszej umowy. Do wynagrodzenia zostanie doliczony podatek VAT w stawce obowiązującej w dniu wystawienia faktury, /*z zastrzeżeniem iż nie dotyczy to dostawy wewnątrzwspólnotowej z UE bądź z zagranicy/. 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). 3. W przypadku dostawy z zagranicy bazą dostawy będzie formuła DDP według INCOTERMS 2010 w Warszawie, ul. Rakowiecka 4 (siedziba Państwowego Instytutu Geologicznego-Państwowego

	Instytutu Badawczego).
§ 4. Payment 1. The Operator shall issue the invoice upon the acceptance of the subject matter of this Agreement by the Awarding Entity, based on an acceptance certificate stating no objections whatsoever, pursuant to §5 of this Agreement. 2. The payment for the subject matter set out in §1 shall be rendered via wire transfer to the Operator's bank account to be indicated on such invoice, within 7 days of the Awarding Entity receiving the invoice together with a copy of the acceptance certificate signed with no objections whatsoever by the Awarding Entity. 3. The Operator shall issue the invoice for the following: Państwowy Instytut Geologiczny-Państwowy Instytut Badawczy, ul. Rakowiecka 4, 00-975 Warszawa, NIP 525-000-80-40. 4. It is determined that the payment completed date shall be a time of Awarding Entity's account charged 5. This Awarding Entity is financed using public funds as defined in the Act on public finance. 6. Without the approval of the Awarding Entity Operator may not transfer any receivables resulting of this agreement. to a third Party.	§ 4. Warunki płatności 1. Wykonawca wystawi fakturę po dokonaniu odbioru przedmiotu umowy przez Zamawiającego potwierdzonego protokołem odbioru końcowego bez zastrzeżeń, zgodnie z § 5 umowy. 2. Zapłata za przedmiot umowy, o którym mowa w § 1 nastąpi przelewem na konto bankowe Wykonawcy wskazane w fakturze, nie później niż w terminie do 7 dni od doręczenia faktury Zamawiającemu wraz z kopią protokołu odbioru podpisanego bez zastrzeżeń przez Zamawiającego. 3. Wykonawca wystawi fakturę na Państwowy Instytut Geologiczny-Państwowy Instytut Badawczy, ul. Rakowiecka 4, 00-975 Warszawa, NIP 525-000-80-40. 4. Ustala się że datą wykonania płatności jest data obciążenie rachunku Zamawiającego. 5. Umowa niniejsza jest finansowana ze środków publicznych w rozumieniu ustawy o finansach publicznych. 6. Bez zgody zamawiającego Wykonawca nie może przenieść na osobę trzecią wierzytelności wynikających z niniejszej umowy
§ 5. Acceptance Procedure 1. The supply of the set shall be confirmed with the set quantitative and qualitative acceptance certificate (: A set of factory new spares and packages of consumables for the SHRIMP IIe/MC ion microprobe), to be signed by the representatives of the Awarding Entity set out in Item 4 below with no objections whatsoever. 2. The subject matter of this Agreement shall be deemed accepted on the day when the acceptance certificates mentioned in Items 1 is drawn up. 3. The acceptance certificates signed with no objections whatsoever shall form the basis entitling the Operator to issue the invoice mentioned in §4.1. The Operator undertakes to issue the invoice promptly upon signing the acceptance certificate. 4. Persons to sign the acceptance certificates: - for the Awarding Entity: Unless with signatures of all the above persons authorised to execute the acceptance procedure, the acceptance shall be ineffective and will not constitute the basis entitling the Operator to issue the invoice.	§ 5. Odbiór przedmiotu umowy 1. Potwierdzeniem dostarczenia zestawu of będzie protokół odbioru ilościowo-jakościowego zestawu (zestawu części i pakietów zużywalnych do mikrosondy jonowej SHRIMP IIe/MC), podpisany przez przedstawicieli Zamawiającego wskazanych w ust. 4 poniżej bez zastrzeżeń. 2. Za datę odbioru przedmiotu umowy, strony zgodnie przyjmują dzień sporządzenia protokołów odbioru, o których mowa w ust. 1 powyżej. 3. Podpisany protokół odbioru bez zastrzeżeń będzie podstawą do wystawienia przez Wykonawcę faktury, o której mowa w § 4 ust. 1. Wykonawca zobowiązuje się do wystawienia faktury niezwłocznie po podpisaniu protokołu odbioru. 4. Do podpisywania protokołów odbioru: - ze strony Zamawiającego, e-mail Bez podpisów wszystkich ww. osób

- for the Operator: (tel....., mobile, e-mail.....) 5. Change of the authorised persons mentioned above shall be made in writing without the need to draw up an annex to this Agreement.	upoważnionych do dokonania czynności odbioru, czynność odbioru jest bezskuteczna i nie stanowi podstawy do wystawienia przez Wykonawcę faktury. - ze strony Wykonawcy : (tel....., tel. komórkowy....., e-mail.....) 5. Zmiana osób upoważnionych, wymienionych powyżej następuje w formie pisemnej bez konieczności sporządzania aneksu do umowy.
§ 6. Guarantee 1. The Contractor guarantees that the equipment supplied under this contract are brand new, not used and not-recycled, free from defects and burdens rights of third parties, complete in accordance with the manufacturer's documentation 2. The Contractor provides a guarantee - in accordance with the warranty of equipment manufacturer's, but no less favorable than the warranty period of 12 months from the date of receipt of the agreement without reservations. 3. This warranty covers all defects, faults and failures detected by correct using of the provided equipment, in accordance with the instructions for use. The Employer may report incorrect of the delivered equipment by e-mail 4. Contractor is obliged to remove the defects identified by the Purchaser or to deliver the goods free from defects within 21 days from the date of delivery of the equipment to be repaired.	§ 6. Warunki gwarancji 1. Wykonawca gwarantuje, że urządzenia dostarczone w ramach niniejszej umowy są fabrycznie nowe, nieużywane i nieregenerowane, wolne od wad i obciążeń prawami osób trzecich, kompletne zgodnie z dokumentacją producenta. 2. Wykonawca udziela gwarancji – zgodnej z gwarancją producenta sprzętu, jednak nie mniej korzystnej niż gwarancja na okres 12 miesięcy liczonych od dnia odbioru przedmiotu umowy bez zastrzeżeń. 3. Gwarancja obejmuje wszystkie usterki, wady oraz uszkodzenia wykryte podczas poprawnego, zgodnego z instrukcją użytkowania dostarczonego sprzętu. Zamawiający może zgłosić nieprawidłowość, dostarczonego sprzętu pocztą elektroniczną na adres 4. Wykonawca zobowiązany jest do usunięcia wskazanych przez Zamawiającego wad lub do dostarczenia rzeczy wolnych od wad w terminie 21 dni od dnia dostarczenia sprzętu do naprawy.
§7. Liquidated Damages 1. In the event of a delay in the supply of the subject matter of this Agreement beyond the time limit set out in §2.1, the Operator undertakes to pay the Awarding Entity the liquidated damages of 0.5% of the value of the subject matter per each day of the delay, however not more than 10% of that value. 2. In the event of a delay in the performance of the obligations under the quality guarantee set out in §6.4, the Operator shall pay the Awarding Entity the liquidated damages of 0.2% of the value of the subject matter per each day of the delay. 3. In the event of the rescission of this Agreement by fault of the Operator, the Operator shall pay the Awarding	§ 7. Kary umowne 1. W razie wystąpienia opóźnienia w dostarczeniu przedmiotu umowy, ponad termin określony w § 2 ust. 1, Wykonawca zobowiązuje się do zapłaty Zamawiającemu kary umownej w wysokości 0,5% wartości przedmiotu umowy, za każdy dzień zwłoki, jednak nie więcej niż 10% tej wartości. 2. W razie wystąpienia opóźnienia w wykonaniu obowiązków wynikających z gwarancji jakości określonych w § 6 ust. 4, Wykonawca zapłaci Zamawiającemu kary umowne w wysokości 0,2% wartości przedmiotu umowy za każdy dzień opóźnienia.

Entity the liquidated damages of 10% of the value of this Agreement. 4. The Awarding Entity may seek damages on general basis above the liquidated damages. 5. In the event of a default in the payment for the subject matter of this Agreement, the Awarding Entity shall pay the Operator the statutory interest per each day of such default.	3. W przypadku odstąpienia od umowy z winy Wykonawcy, Wykonawca zapłaci Zamawiającemu karę umowną w wysokości 10% 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.
§ 8. Rescission 1. Save for the events stipulated in the [Polish] Civil Code, the Awarding Entity may rescind this Agreement in the event of a serious change of circumstances causing the performance of this Agreement to no longer be in the public interest, provided it could have not been foreseen at the date of this Agreement – pursuant to Article 145 of the [Polish] Public Procurement Law. In such case, the Operator has the right to a fee compensating it for the supplies rendered under this Agreement until the day of the rescission. 2. The Awarding Entity may rescind this Agreement entirely upon a prior notice of 7 days, within 30 days of any of the following events becoming revealed: a) the Operator's has lost its capacity to pay current financial liabilities or perform the obligations stemming from this Agreement; b) an order has been issued to seize the entire or any part of the Operator's assets. 3. The Awarding Entity has the right to rescind this Agreement with immediate effect in the events stipulated in the [Polish] Civil Code. 4. The notice of rescission of this Agreement shall be made in writing, or else null and void, and must contain a statement of grounds.	§ 8. Odstąpienie od umowy 1. Poza przypadkami przewidzianymi przepisami kodeksu cywilnego, 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. 2. Zamawiający może odstąpić od umowy w całości, za 7 dniowym wypowiedzeniem, w terminie do 30 dni od ujawnienia poniższych okoliczności: a. utraty zdolności Wykonawcy do bieżącego regulowania zobowiązań pieniężnych lub wykonania zobowiązań wynikających z niniejszej Umowy, b. wydania nakazu zajęcia całości lub części majątku Wykonawcy. 3. Zamawiający jest upoważniony do odstąpienia od niniejszej Umowy ze skutkiem natychmiastowym, w przypadkach określonych przepisami kodeksu cywilnego. 4. Odstąpienie od umowy powinno nastąpić w formie pisemnej pod rygorem nieważności i powinno zawierać uzasadnienie.
§ 9. Changes 1. The Parties permit material changes to the provisions of this Agreement caused by circumstances which the Operator (or any persons which the Operator used in the performance of this Agreement) has not been guilty of and which were unforeseeable on the date of this Agreement, in case:: 2. 1)) the statutory change of generally applicable laws affecting the realization of the subject Agreement, which the parties could not have foreseen at the time of	§ 9. Zmiany w umowie 1. Strony dopuszczają wprowadzenie istotnych zmian w zapisach umowy w związku z okolicznościami niezawinionymi przez Wykonawcę ani osoby, którymi się posługiwał przy wykonaniu przedmiotu umowy, których nie można było przewidzieć w dniu jej zawarcia, w przypadku: 1) ustawowej zmiany powszechnie obowiązujących przepisów prawa mającej

tender, and which has impact on the time or manner of the subject of the Agreement; 3. 2) The need to change the date of implementation of the Agreement to the circumstances which prevent realization, even by one of the Parties to the Agreement within the deadline for which that Party (or Parties) had no impact - the effects of force majeure such as fire, flood, strike or due to the existence of other documented technical or economic circumstances whose occurrence is independent of the will of the Parties; 4. 3) suspension of production of a particular element of the agreement (impossible to predict at the time of the offer), provided that the economic operator will provide equipment with technical parameters not worse than those that are specified in the offer, and provided the equipment with changed parameters that the price of will not increase ; 5. 4) the use of newer and more favorable technology or technical than existing at the time of conclusion of the Agreement, provided that these changes will not increase the remuneration of the contractor and will not affect the term of the contract (such as improving the quality and other parameters specific to the element covered by the contract or change of technology for equivalent or better, improving equipment performance and safety classes) 6. 5)) extend the warranty period - due to extension by the manufacturer / Operator 7. 6)) changes in the rate of VAT on the whole subject of the contract - in the case of change of the law on tax on goods and services being obligatory in Poland. 1) 2 Each change of this Agreement must be made with consent of both Parties expressed in writing, or else will be null and void.	wplyw na realizację przedmiotu Umowy, której strony nie mogły przewidzieć w chwili składania ofert, a która ma wpływ na termin lub sposób wykonania przedmiotu Umowy; 2) konieczności zmiany terminu realizacji Umowy wobec zaistnienia zdarzeń uniemożliwiających realizację, choćby przez jedną ze Stron Umowy w wyznaczonym terminie, na które Strona ta (lub Strony) nie miała wpływu – skutki działania siły wyżej np. pożar, powódź, strajk lub w wyniku zaistnienia innych udokumentowanych okoliczności technicznych lub gospodarczych których wystąpienie jest niezależne od woli Stron 3) wstrzymania produkcji określonego elementu przedmiotu umowy (niemożliwej do przewidzenia w chwili składania oferty), pod warunkiem, że wykonawca dostarczy sprzęt o parametrach technicznych nie gorszych niż te które zostały wyspecyfikowane w ofercie, oraz pod warunkiem że cena sprzętu o zmienionych parametrach nie ulegnie zwiększeniu; 4) zastosowania nowszych i korzystniejszych dla Zamawiającego rozwiązań technologicznych lub technicznych, niż istniejące w chwili zawarcia Umowy, pod warunkiem że zmiany te nie spowodują zwiększenia wynagrodzenia wykonawcy i nie wpłyną na termin realizacji zamówienia (m.in. poprawa jakości lub innych parametrów charakterystycznych dla danego elementu objętego przedmiotem zamówienia lub zmiana technologii na równoważną lub lepszą, podniesienie wydajności urządzeń oraz klasy bezpieczeństwa); 5) wydłużenia terminu gwarancji – z racji przedłużenia jej przez producenta/ Wykonawcę; 6) zmiany stawki podatku VAT w odniesieniu do całości przedmiotu zamówienia – w przypadku zmiany przepisów ustawy o podatku od towarów i usług obowiązującej w Polsce. 2. Każda zmiana umowy może nastąpić jedynie za zgodą obu stron wyrażoną na piśmie w formie aneksu pod rygorem nieważności.
§ 10. Subcontractors (if any) 1. The Operator is fully liable to the Awarding Entity for works which the Operator performs using	§ 10. Podwykonawstwo (jeśli dotyczy) 1. Wykonawca ponosi wobec Zamawiającego pełną odpowiedzialność za prace, które

subcontractors. - At the request of the Awarding Entity, the Operator shall demonstrate data of the subcontractors, the name and address of their enterprises, and the persons authorised to contact with the Awarding Entity (full name, telephone, fax, e-mail). - The Operator shall pay the subcontractors a fee based on the legal relationship binding them. - The Operator must not release itself from the liability to the Awarding Entity for non-performance or undue performance of the Agreement by the Operator as a result of non-performance or undue performance of obligations by its partner/subcontractor.	wykonuje przy pomocy podwykonawców. - Wykonawca zobowiązany jest do przedstawienia na życzenie Zamawiającego danych dotyczących podwykonawcy, nazwy firmy, adresu oraz osób upoważnionych do kontaktów z Zamawiającym (nazwisko, imię, nr telefonu, nr faksu, e-mail). - Wykonawca zobowiązuje się do zapłaty podwykonawcom wynagrodzenia na podstawie łączącego ich stosunku prawnego. - 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.
§ 11. Final Provisions - All changes and supplements to this Agreement must be made in writing, or else will be null and void. - Any disputes arising out of the performance of this Agreement shall be settled by the common court competent for the registered seat of the Awarding Entity. - Any matters not provided for in this Agreement shall be subject to the Polish Civil Code and the [Polish] Public Procurement Law. - This Agreement shall come into effect on the day of its signing by the Parties. - This Agreement has been drawn up in three identical counterparts, two for the Awarding Entity and one for the Operator.	§ 11. Postanowienia końcowe - Wszelkie zmiany i uzupełnienia umowy wymagają formy pisemnej pod rygorem nieważności. - Ewentualne spory wynikłe na tle realizacji niniejszej umowy będą rozstrzygane przez Sąd właściwy dla siedziby Zamawiającego. - W sprawach nie uregulowanych niniejszą umową mają zastosowanie przepisy polskiego kodeksu cywilnego oraz ustawy Prawo zamówień publicznych. - Niniejsza umowa wchodzi w życie w dniu jej podpisania przez strony. - Niniejsza umowa została zawarta w 3 jednobrzmiących egzemplarzach, 2 egzemplarze dla Zamawiającego i jeden dla Wykonawcy.
<u>OPERATOR/ WYKONAWCA</u>	<u>AWARDING ENTITY/ ZAMAWIAJĄCY</u>

Appendix 3 to Terms of Reference/ Załącznik nr 3 do SIWZ

Information about the Economic Operator/ Operators applying jointly/ <i>Dane Wykonawcy / Wykonawców występujących wspólnie</i>	
Address: postal code, town street, premises No./ <i>Adres Wykonawcy: kod, miejscowość ulica, nr lokalu</i>	
Telephone/ Nr telefonu:	
Fax:	
E-mail:	
Statistical number (REGON)	
VAT number (NIP):	

Państwowy Instytut Geologiczny –

Państwowy Instytut Badawczy (PIG-PIB)

Polish Geological Institute – National
Research Institute

00-975 Warsaw

ul. Rakowiecka 4

T E N D E R / O F F E R T A

In reference to the open tendering announcement No. EZ-240-60/2014 for the following public contract/ *Nawiązując do ogłoszenia o przetargu nieograniczonym sygn. EZ-240-60/2014 na:*

Supply of original spares and packages of consumables which form an integral part of the SHRIMP IIe/MC ion microprobe

/ Dostawę oryginalnych części zużywalnych i pakietów z częściami wymagającymi stałego odnawiania, które stanowią integralną część mikroskopy jonowej SHRIMP IIe/Mc

we, the undersigned, acting for and on behalf of/ *My niżej podpisani działając w imieniu i na rzecz:*

.....

(business name and address of Economic Operator/s)

(in case of applying jointly for the contract, specify the business names and addresses of all Economic Operators)/ nazwa (firma)

dokładny adres Wykonawcy/ Wykonawców)

(w przypadku składania oferty przez wykonawców wspólnie ubiegających się o udzielenie zamówienia należy podać nazwy(firmy) i adresy wszystkich tych Wykonawców

1. propose to perform the contract in line with the requirements stated in the Terms of Reference and the Price Form, for/ *Oferujemy realizację zamówienia zgodnie z wymaganiami SIWZ oraz Formularzem cenowym za:*

....., currency/ w walucie:* (in words/ słownie)
.....

**The prices may be stated in PLN or EUR or USD at the Economic Operator's discretion/ * Ceny mogą być zgodnie z wyborem Wykonawcy podane w PLN lub EUR lub USD*

I. The time to complete the contract is: The subject matter of this contract is to be completed until 2014.09.20. / *Termin wykonania zamówienia: do 20.09.2014 r.*

II. Guarantee: as specified in the Terms of Reference/ *Gwarancja: zgodnie z SIWZ.*

III. We represent and warrant that/ *Oświadczamy, że:*

1. We have read the contents of the Terms of Reference, and in particular the description of the contract subject matter (Appendix 1 to the Terms of Reference) and the terms and provisions of the agreement (Appendix 2 to the Terms of Reference), and we are going to perform the contract in line with the conditions and the rules as specified there by the Awarding Entity./ *Zapoznaliśmy się z treścią SIWZ, a w szczególności z opisem przedmiotu zamówienia (zał. 1 SIWZ) i z postanowieniami umowy (zał. 2 SIWZ) oraz, że wykonamy zamówienie na warunkach i zasadach określonych tam przez Zamawiającego.*
2. We have received the information necessary to prepare this tender./ *Otrzymaliśmy konieczne informacje do przygotowania oferty.*
3. We accept the tender expiry term as specified in the Terms of Reference, and should our tender be selected we will sign the agreement pursuant to the conditions as specified in the Terms of Reference and at the place and on the time to be indicated by the Awarding Entity./ *Akceptujemy wskazany w SIWZ termin związania ofertą, w razie wybrania naszej oferty zobowiązujemy się do podpisania umowy na warunkach zawartych w SIWZ w miejscu i terminie wskazanym przez Zamawiającego.*
4. We are going to perform the contract with our sole effort**/ We are going to entrust the following part of the contract to subcontractors (please specify the planned scope to be entrusted to subcontractors)/ *Zamówienie wykonamy samodzielnie**/ Część zamówienia (określić zakres przewidziany do powierzenia podwykonawcom.....- zamierzamy powierzyć podwykonawcom**.*
5. Aware of the criminal liability, we hereby represent and warrant that the documents enclosed with this tender describe the current legal and actual status as at the date of its submission (Article 297 of the [Polish] Criminal Code)./ *Świadom (-i) odpowiedzialności karnej oświadczam (-y), że załączone do oferty dokumenty opisują stan prawny i faktyczny aktualny na dzień złożenia niniejszej oferty (art. 297 k.k.).*
6. All correspondence pertaining to this contract should be addressed to/ *Wszelką korespondencję w dotyczącą niniejszego zamówienia należy kierować na:*

Full name/ <i>Imię i nazwisko</i>	
Institution/ <i>Instytucja</i>	
Address/ <i>Adres</i>	
Fax	
Telephone	
E-mail	

7. The documents on pages from to contain information which is a business secret, as defined in the Act on combating unfair competition, and as such must not be disclosed to the other participants of the contracting procedure (please fill in, if applicable)./ *Dokumenty zawarte na stronach oddo zawierają informacje stanowiące tajemnicę*

przedsiębiorstwa w rozumieniu przepisów o zwalczaniu nieuczciwej konkurencji i nie mogą być ujawniane pozostałym uczestnikom postępowania (wypełnić jeśli dotyczy).

8. The entire tender is hereby submitted on pages numbered consecutively. The following constitute the appendices to this tender and its integral part/ *Na kolejno ponumerowanych stronach składamy całość oferty. Załącznikami do niniejszej oferty, stanowiącymi jej integralną część są:*

- 1)
- 2)
- 3)

*** delete or fill in as appropriate/ ** odpowiednio skreślić albo wypełnić*

Ref./ Lp.	Full name of the person(s) authorised to represent the Economic Operator or holding the power of attorney/ <i>Nazwisko i imię osoby (osób) uprawnionej(ych) do reprezentowania Wykonawcy lub posiadającej (ych) pełnomocnictwo</i>	Signature(s) of the authorised person(s)/ <i>Podpis(y) osoby(osób) uprawnionej(ych)</i>	Place and date/ <i>Miejsowość i data</i>

Appendix 3a to Terms of Reference/ Załącznik nr 3a do SIWZ

Price Form/ Formularz cenowy

By submitting the tender in the public procurement procedure for the following contract: **“Supply of original spares and packages of consumables which form an integral part of the SHRIMP IIe/MC ion microprobe/**, for Państwowy Instytut Geologiczny – Państwowy Instytut Badawczy (Polish Geological Institute – National Research Institute) in Warsaw, we hereby propose to perform the contract in line with the description of the contract subject matter, for/ *Składając ofertę w postępowaniu o udzielenie zamówienia publicznego na: Dostawę oryginalnych części zużywalnych i pakietów z częściami wymagającymi stałego odnawiania, które stanowią integralną część mikrosondy jonowej SHRIMP IIe/MC” dla Państwowego Instytutu Geologicznego – Państwowego Instytutu Badawczego w Warszawie oferujemy realizację zamówienia zgodnie Opisem przedmiotu zamówienia za:*

Ref.	Item/ Nazwa	Price in PLN or EUR* or USD / Cena w PLN lub EUR* lub USD
1.	ETP multiplier <i>Powielacze elektronowe</i>	
2.	Kohler aperture bar (15 apertures) <i>Apertury Kohlera w oprawkach 15 apertur</i>	
3	IFLEX electrometer (charge mode) (1x) <i>Mierniki IFLEX</i>	
4.	Counting system upgrade for IFLEX <i>System zliczania dla IFLEX</i>	
5.	Low Field Tesla Tamer <i>Miernik pola magnetycznego</i>	
6.	Duoplasmatron back <i>Duoplasmatron wymienny</i>	
7.	Electron gun with ceramic mount (with power supply) <i>Działo elektronowe z ceramiczną oprawką i zasilaniem</i>	
8.	Ion Source Cs ⁺ (no power supply) <i>Źródło cezowe bez zasilania</i>	
	TOTAL/ RAZEM	

**The prices may be stated in PLN or EUR or USD at the Economic Operator's discretion. If stated in PLN, the prices should be in gross value. / *Ceny mogą być zgodnie z wyborem Wykonawcy podane w PLN lub EUR lub USD.*

The TOTAL value should be copied over to 'Tender' Form. / Wartość RAZEM należy przenieść do Formularza „Oferta”

In the case of a foreign supply, the supply will be carried out based on INCOTERMS 2010, DDP in Warsaw, ul. Rakowiecka 4 (the registered office of Państwowy Instytut Geologiczny – Państwowy Instytut Badawczy). / W przypadku dostawy z zagranicy bazą dostawy będzie formuła DDP według INCOTERMS 2010 w Warszawie, ul. Rakowiecka 4 (siedziba Państwowego Instytutu Geologicznego-Państwowego Instytutu Badawczego).

Ref./ Lp.	Full name of the person(s) authorised to represent the Economic Operator or holding the power of attorney/ Nazwisko i imię osoby (osób) uprawnionej(ych) do reprezentowania Wykonawcy lub posiadającej (ych) pełnomocnictwo	Signature(s) of the authorised person(s)/ Podpis(y) osoby(osób) uprawnionej(ych)	Place and date/ Miejscowość i data

**OPERATOR'S DECLARATION of
COMPLIANCE WITH PARTICIPATION CONDITIONS/
OŚWIADCZENIE WYKONAWCY
O SPEŁNIANIU WARUNKÓW UDZIAŁU W POSTĘPOWANIU**

We, the undersigned, acting for and on behalf of/ *My, niżej podpisani, działając w imieniu i na rzecz:*

.....

.....

.....

*(business name and address of Economic Operator/ Operators applying jointly for the contract)/
(nazwa /firma/ i adres Wykonawcy/ Wykonawców wspólnie ubiegających się o udzielenie zamówienia)*

hereby certify that by applying for the following public contract/ *niniejszym oświadczamy, że ubiegając się o zamówienie publiczne na:*

**Supply of original spares and packages of consumables which form an integral part of the
SHRIMP IIe/MC ion microprobe /**

*Dostawę oryginalnych części zużywalnych i pakietów z częściami wymagającymi stałego odnawiania, które stanowią
integralną część mikroskopy jonowej SHRIMP IIe/MC”*

we comply with the conditions set out in article 22.1 of the Public Procurement Law (Dziennik Ustaw official journal, year 2013, item 907, as amended)/ *spełniamy warunki o których mowa w art. 22 ust. 1 ustawy Prawo zamówień publicznych (t.j. Dz. U. z 2013 r., poz. 907 z późn. zm.).*

Ref./ Lp.	Full name of the person(s) authorised to represent the Economic Operator or holding the power of attorney/ <i>Nazwisko i imię osoby (osób) uprawnionej(ych) do reprezentowania Wykonawcy lub posiadającej (ych) pełnomocnictwo</i>	Signature(s) of the authorised person(s)/ <i>Podpis(y) osoby(osób) uprawnionej(ych)</i>	Place and date/ <i>Miejsowość i data</i>

**DECLARATION of
NO GROUNDS FOR EXCLUSION/
OŚWIADCZENIE
O BRAKU PODSTAW DO WYKLUCZENIA Z POSTĘPOWANIA**

We, the undersigned, acting for and on behalf of/ *My niżej podpisani, działając w imieniu i na rzecz:*

.....

.....

.....

(business name and address of Economic Operator)/ (nazwa /firma/ i adres Wykonawcy)

hereby certify that by applying for the following public contract/ *niniejszym oświadczamy, że ubiegając się o zamówienie publiczne na:*

Supply of original spares and packages of consumables which form an integral part of the SHRIMP IIe/MC ion microprobe / Dostawę oryginalnych części zużywalnych i pakietów z częściami wymagającymi stałego odnawiania, które stanowią integralną część mikrosondy jonowej SHRIMP IIe/MC”

we are not exempted from participating in the procedure for the public contract under article 24.1 of the Public Procurement Law (Dziennik Ustaw official journal, year 2013, item 907, as amended)/ *nie podlegamy wykluczeniu z postępowania o udzielenie zamówienia publicznego na podstawie art. 24 ust. 1 ustawy Prawo zamówień publicznych (t.j. Dz. U. z 2013 r., poz. 907 z późn. zm.).*

Ref./ Lp.	Full name of the person(s) authorised to represent the Economic Operator or holding the power of attorney/ <i>Nazwisko i imię osoby (osób) uprawnionej(ych) do reprezentowania Wykonawcy lub posiadającej (ych) pełnomocnictwo</i>	Signature(s) of the authorised person(s)/ <i>Podpis(y) osoby(osób) uprawnionej(ych)</i>	Place and date/ <i>Miejscowość i data</i>

For Economic Operators applying jointly for the public contract, each of them submits this certificate separately./ *W przypadku Wykonawców wspólnie ubiegających się o udzielenie zamówienia oświadczenie składa każdy z Wykonawców oddzielnie.*

Appendix 6 to Terms of Reference/ Załącznik nr 6 do SIWZ

Economic Operator (stamp)/ Wykonawca (pieczęć):

Państwowy Instytut Geologiczny – Państwowy Instytut Badawczy
(Polish Geological Institute – National Research Institute)

ul. Rakowiecka 4

00-975 Warsaw

DECLARATION/ OŚWIADCZENIE

By submitting the tender in the open tendering procedure for the following public contract: **Supply of original spares and packages of consumables which form an integral part of the SHRIMP IIe/MC ion microprobe**” (ref. EZ-240-60/2014), I/we hereby certify that I/we belong to the same capital group mentioned in Article 24.2.5 of Public Procurement Law of 29 January 2004 (Dziennik Ustaw official journal, year 2013, item 907, as amended), comprising the following subsidiaries:/I do not belong to a capital group*/ *Składając ofertę w postępowaniu o udzielenie zamówienia publicznego prowadzonego w trybie przetargu nieograniczonego na: „Dostawę oryginalnych części zużywalnych i pakietów z częściami wymagającymi stałego odnawiania, które stanowią integralną część mikrosondy jonowej SHRIMP IIe/MC”, znak sprawy: EZ-240-60/2014 oświadczam/-y, że należę do tej samej grupy kapitałowej, o której mowa w art. 24 ust. 2 pkt 5 z dnia 29 stycznia 2004 r. Prawo zamówień publicznych (Dz. U. z 2013 r., poz. 907 z późn. zm.), w skład której wchodzi następujące podmioty:/nie należę do grupy kapitałowej**

Ref./ Lp.	Full name of the person(s) authorised to represent the Economic Operator or holding the power of attorney/ <i>Nazwisko i imię osoby (osób) uprawnionej(ych) do reprezentowania Wykonawcy lub posiadającej (ych) pełnomocnictwo</i>	Signature(s) of the authorised person(s)/ <i>Podpis(y) osoby(osób) uprawnionej(ych)</i>	Place and date/ <i>Miejscowość i data</i>

*delete as appropriate – if the Economic Operator does not cross out anything, the Awarding Entity will deem the Economic Operator not to belong to any capital group./ **niepotrzebne skreślić - jeżeli Wykonawca nie dokona skreślenia, Zamawiający uzna, iż Wykonawca nie należy do grupy kapitałowej*