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Wydział Fizyki
Uniwersytetu Warszawskiego
Faculty of Physics
of the Warsaw University

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The Specification of Essential Terms of the Contract
(SETC)
for the
Supply of units of photolithography set-up (mask aligner with
equipment)

Published on the internet pages: www.uw.edu.pl and www.fuw.edu.pl

Content:
11 numbered pages
and 3 appendices

No. WF-37-76/06
Procedure: unlimited tendering

Art. 1.

Awarding entity

Uniwersytetu Warszawskiego, Wydział Fizyki [Warsaw University, Faculty of Physics]
ul. Hoża 69
00-681 Warszawa, Poland
REGON 000001258,
NIP 525-001-12-66
represented by the Dean of the Faculty of Physics, prof. dr hab. Jan Bartelski

Art. 2

Legal basis

1. Act of 29 January 2004 Public Procurement Law (consolidated text Dz. U. No. 19 of 2004, item 177, with further amendments) hereafter called the Act.
2. Procedure for awarding contract - unlimited tendering.
3. Act of 12 September 1990 on school of higher education (Dz. U. No 65 of 1990, item 385), with further amendments.

Art. 3

Description of the object of the contract

§1

The object of the contract is a supply of units of photolithography set-up (mask aligner with equipment).

Detailed description of the demanded equipment

The equipment should be composed of:

1. A spin coater - for coating the semiconductor substrates with photoresists,
2. Mask aligner,
3. Necessary equipment (pumps, ect.).

Specification:

- The set-up should allow lithography of the substrates ranging from 5 mm to 50 mm (2 inches) in diameter. Wider range of operation is welcome.
- Should enable easy adaptation to different processes, wafer sizes and masks.
- Maximum rotational speed at least 6 000 RPM.
- Programmable speed and time of spin.
- Split field microscope with objective revolver, max. magnification 20 times or better, with an appropriate illumination.
- XY θ manipulator with coarse and fine spindles giving the precision of positioning of 1 μ m or better. The switching between the contact and vacuum modes should be possible in the alignment process and should not introduce any XY θ shifts in alignment; the XY θ movements should be independent.
- Printing in UV300 range (280-350nm) or UV400 (350-450nm).
- Hg lamp, 350 W, with power supply.
- Diffraction reducing exposure optics
- Contact exposure modes: soft contact, hard contact, and vacuum contact.
- Resolution in vacuum mode should not be worse than 0.8 μ m
- Additional equipment: chucks for substrates from 5 mm to 50 mm, pressure and vacuum pumps necessary for work of the spinner and mask aligner.
- The equipment should not be produced before 2001.

- Minimum warranty period: 6 months (starting from the date of the final reception of the object of the contract).
- Service reaction time: 2 working days (from the day of notification of the Supplier/Service).
- Repair time not longer than 30 days (from the day of notification of the Supplier/Service).

Tenders that do not satisfy all of the requirements mentioned above will be rejected.

The awarding entity doesn't admit the submission of tenders for lots.

The awarding entity doesn't admit the submission of tenders variant.

§2

1. Place of delivery of the object of the contract:

Workshop building of Faculty of Physics, 7 Pasteura str., Warsaw, Poland

2. Terms of payment: wire transfer within 14 days after the Awarding entity receives a properly prepared invoice prepared after signing of the certificate of final reception by both parties.

Art. 4

Contract execution date

The deadline for realization of the order specified by the Awarding entity is **up to 2 months from the day of signing the contract.**

Art. 5

The conditions for participation in the tendering procedure

1. Eligible to compete for a contract shall be contractors who:
 - 1) are not liable to exclusion on the base of article 24 paragraph 1 and 2 of the Act and submit declaration, constituting Appendix 2 hereto,
 - 2) satisfy the conditions for participation in the procedure which are referred in article 22 paragraph 1 of the Act and submit declaration, constituting Appendix 2 hereto,
2. The Contractor confirms the fulfillment of those conditions supplying the documents, which are described in art. 6 of this SETC.
3. The method used for the evaluation of the fulfillment of the conditions: **satisfy/not satisfy**

Art. 6

Information concerning declarations and documents to be supplied by the contractors to confirm the fulfillment of the conditions for participation in the tendering procedure

§1

In order to be valid the tender must contain the following documents (filled and signed by persons entitled to represent the Contractors):

1. Completed **tender** form, constituting Appendix 1 hereto, together with all documents and information arising out of the provisions hereof.

2. Technical description or catalogue cards of the offered spin coater and mask aligner.
3. Contractor's declaration pertaining to article 22 paragraph 1 and 2 and article 24 paragraph 1 of the Act constituting Appendix 2 hereto.
4. If the Contractor's registered headquarters or residence is outside Poland, it shall submit documents compliant with the laws of the country in which the registered headquarters or residence is located. The documents shall confirm that:
 - winding up procedure hasn't been commenced or bankruptcy hasn't been declared.The above mentioned documents should be drawn up not earlier than 6 months before time limit of the submission of tenders.
5. If the country in which the Contractor's registered headquarters or residence is located does not issue documents referred to in point 4, they shall be replaced with a document containing a declaration made in front of a notary public, appropriate court or administrative, professional or economic self-government of the country of the Contractor's residence.

§2

1. The awarding entity shall call on the Contractors who did not submit documents proving that they satisfy the conditions for participation in the procedure or those Contractors who submitted documents that contain errors to supplement the documents unless, despite the supplement, the cancellation of the procedure is inevitable.
2. The Awarding entity shall fix a time limit for explanations referring to documents and declarations, referred to in paragraph 1.
3. The tender of an excluded the Contractor shall be considered rejected.
4. The Awarding entity shall forthwith notify the Contractor about exclusion from the award procedure providing factual and legal grounds.

Art. 7

Persons authorized by the Awarding entity to contact Contractors; forms of contacts

1. The following persons are authorized by the Awarding entity to contact Contractors:
 - 1) Justyna Strzemieczna (clerk) – tel. (+48 22) 55 32 213, e-mail: strzem@fuw.edu.pl
- for matters pertaining to the specification of the essential terms of the contract.
 - 2) Magdalena Bławdziewicz - tel. (+48 22) 55 32 213, e-mail: blaw@fuw.edu.pl
- for matters pertaining to the specification of the essential terms of the contract.
 - 3) Dr. Krzysztof Korona - tel. (+48 22) 55 32 209, e-mail: kkorona@fuw.edu.pl
- for matters concerning the object of the contract.
 - 4) Dr. Marta Gryglas - tel. (+48 22) 55 32 162, e-mail: Marta.Gryglas@fuw.edu.pl
- for matters concerning the object of the contract.
2. Contact with persons mentioned at p. 1 is possible during working days form 9 AM to 2 PM by phone, e-mail or personally in the Awarding entity's registered seat: 69 Hoza str. Warsaw, Poland
 - persons mentioned in p.1) and 2) – room 436,
 - persons mentioned in p. 3) – room 131.
 - persons mentioned in p. 4) – room 162.
3. In the procedure, Awarding entity and Contractors shall provide statements, requests, notifications and information in writing.

Art. 8

Time limit during which the Contractor must maintain his tender

1. Time limit during which the Contractor must maintain his tender: 30 days
2. In justified cases, at least 7 days prior to the expiry of the time limit during which the Contractor must maintain his tender, the Awarding entity may once request the Contractor to give their consent to extend this time limit by an indicated period, which however shall not be longer than 60 days.
3. The period, during which the Contractor must maintain his tender, shall commence with the expiry of the time limit for submission of tenders.

Art. 9

Information concerning the terms and conditions for preparation of tender

1. The tender, and all the attached documents, declarations etc., shall be prepared in writing and should be printed using a typewriter or computer and signed by the Contractor in person or through an authorized proxy.
2. The tender must be submitted on a **tender form** constituting Appendix 1 hereto.
3. Awarding entity accepts tenders in Polish or in English.
4. The Contractor may submit only one tender.
5. The contents of the tender should correspond to the contents of the SETC.
6. All declarations and documents mentioned in article 6. must be attached to the tender. In the form present hereto.
7. Should the Contractors attach a copy of a document, the person signing the tender should certify the copy as identical to the original document.
8. Documents and attached copies should be readable. Illegible tenders will not be reviewed.
9. Every page of the tender should be numbered in sequence.
10. The person/persons authorized to represent the Contractor shall sign the tender and attachments.
11. Any corrections or changes in the contents of the tender shall be initialed and dated by the person signing the tender.
12. Contractors shall incur all costs connected with the preparation and submission of the tender.

Art. 10

Explanations, modifications and changes of the specification of the essential terms of the contract

1. The Contractors are advised to read carefully the SETC.
2. The Contractor may request the Awarding entity to explain the contents of the specification of the essential terms of the contract. The Awarding entity shall provide such explanation immediately unless it receive such a request for explanation less than 6 days before the time limit for the submission of tenders.
3. The awarding entity provide the text of the queries along with the explanations at the same time to all the Contractors who have received the specification of essential terms of contract, without disclosing the source of the query, and post it on its websites: www.fuw.edu.pl and www.uw.edu.pl.
4. In particularly justified cases the Awarding Entity may at any time prior to the time limit for the submission of tenders modify the contents of the specification of essential terms of contract. This modification will be immediately provided to all the Contractors who have received the specification of essential terms of contract, and will be posted on the websites: www.fuw.edu.pl and www.uw.edu.pl.

5. Every modification will be integral part of the specification of essential terms of the contract
6. The awarding entity shall extend the time limit for submission of tenders to allow contractors to include changes in their tenders resulting from the modification of the specification of the essential terms of the contract in their tenders, taking into account the length of period necessary to include these changes.
7. The Awarding entity doesn't plan a meeting of the Contractors.

Art. 11

Tender submission and withdrawal; Changes to the tenders submitted

1. The Contractor shall place the tender in an envelope addressed to the Awarding entity (Wydział Fizyki UW, ul. Hoża 69, 00-681 Warsaw, Poland). The envelope shall also contain the following markings:

Zamawiający: Wydział Fizyki Uniwersytetu Warszawskiego
Oferta w przetargu nieograniczonym na:
Dostawę elementów układu do fotolitografii („Mask Alignera” z wyposażeniem)
Nr WF-37-76/06

Nie otwierać przed 9 lutego 2007, przed godz. 12.00

[Procuring Party: Faculty of Physics of Warsaw University

Tender in an unlimited tender for the

“Supply of units of photolithography set-up (mask aligner with equipment)”

NO. WF-37-76/06

Do not open before 12.00: on February 9, 2007

2. The Contractor may introduce changes, corrections, modifications and supplements to the submitted tender on the condition the Awarding entity receives written notification of the introduced changes, corrections etc. before the time limit for the submission of tenders. The Contractor shall therefore submit to the Awarding entity another sealed envelope marked according to article 11 paragraph 1 with the annotation “Change”.
3. The Contractor is entitled to withdraw from the procedure before the time limit for the submission of tenders by submitting written notification (on terms identical to those for introducing changes and corrections) with the annotation “Withdrawal” on the envelope.
4. The Contractor may not withdraw the tender nor introduce any changes in its contents after the time limit for the submission of tenders.
5. Tenders submitted after the expiry of the time limit for submission of tenders shall be returned without being opened after the expiry of the time limit for lodging protests.

Art. 12

Date and place of the submission of tenders

1. Tenders shall be submitted to the Awarding entity's registered seat:
Faculty of Physics, Warsaw University,
00-681 Warszawa,
ul. Hoża 69, room 436
2. Time limit for submission of tenders **11:30 AM, February 9, 2007**
3. If the tender is sent by post, the Awarding entity will consider the date and time of arrival of the tender to its registered seat.

Art. 13**Date and place of the opening of tenders**

1. Tenders will be opened **12:00 AM, on February 9, 2007** at the address of the Awarding entity's registered seat, in room 436.
2. The opening of tenders is public. Tenders and all declarations and confirmations submitted in the course of the proceedings are open to the public, except for information, which is regarded as a business secret, within the meaning of the provisions concerning the combating of unfair competition, if not later than within the time limit for the submission of tenders the Contractor made the reservation that given information may not be disclosed to other participants in the proceedings.

Art. 14**Description of the method of the price calculation**

1. The tender shall include the price of the whole tender including delivery and installation costs.
2. The price should be given with precision of 2 decimal places.
3. It is permitted to give prices in both PLN or EURO. Prices in EURO will be converted using the average exchange rate of the National Bank of Poland on February 9, 2007.
4. All future transactions will be hold in PLN or EURO.

Art. 15**Method of evaluation of tenders**

The Awarding entity shall follow the following criteria and weighting in evaluation of the tenders:

A. Price of the device	- weight W_C	60%	/0,6/
B. Warranty period	- weight W_G	20%	/0,2/
C. Positioning precision	- weight W_P	10%	/0,1/
D. Printing precision	- weight W_R	10%	/0,1/

TOTAL			100 %

Tenders shall be evaluated based on the criteria and weighting listed above.

The following algorithm will be used to evaluate "Standing Points" (SP) of the tender

$$SP = P_C * W_C + P_G * W_G + P_P * W_P + P_R * W_R$$

A. Evaluation of the tender price – P_C

$P_C = 100$ points – for the lowest tender price (in PLN).

Other tenders – points will be calculated using the following formula:

$$P_C = 100 * C_{\min} / C_{\text{of}}$$

where: C_{of} – price (in PLN) of the evaluated tender;

C_{min} – the lowest price (in PLN) among all evaluated tenders.

Price includes delivery and installation costs. If net price is given, VAT at the prevailing rate will be added to the prices by the Awarding entity.

B. Evaluation of the warranty period – P_G

$P_G = 100$ points – for the longest warranty period.

Other tenders – points will be calculated using the following formula:

$$P_G = 100 * G_{of}/G_{max}$$

where: G_{of} – warranty period (number of full months) of the evaluated tender; but not greater than 24 months.

G_{max} – maximum warranty period (number of full months) among all evaluated tenders, but not greater than 24 months. Tenders offering warranty periods equal to or longer than 24 months will receive maximum points.

The warranty period starts with the date of final reception, i.e. the date of signing of the certificate of final reception by both parties.

C. Evaluation of positioning precision – P_P

$P_P = 100$ points – 100 points – for the tender offering the best positioning precision.

Other tenders – points will be calculated using the following formula:

$$P_P = 100 * A_{min}/A_{of}$$

where: A_{of} – positioning precision (in μm) of the evaluated tender;

A_{min} – best positioning precision (in μm) among all evaluated tenders.

D. Evaluation of printing precision – P_R

$P_R = 100$ points – 100 points – for the tender offering the best printing precision.

Other tenders – points will be calculated using the following formula:

$$P_R = 100 * R_{min}/R_{of}$$

where: R_{of} – positioning precision (in μm) of the evaluated tender;

R_{min} – best printing precision (in μm) among all evaluated tenders.

1. The Awarding entity shall conclude a public procurement contract to the Contractor whose tender meets all conditions specified in the Act and in the specification of the essential terms of the contract and has the best result (the highest SP value).
2. If a tender has been submitted, the selection of which would result in a tax liability on the Awarding entity under the regulations on the intra-community purchasing of goods, the Awarding entity shall, in order to evaluate such a tender, add the value added tax (VAT) payable under the applicable regulations.

3. Where the best tender cannot be selected as two or more tenders represent the same SP value, the Awarding entity shall choose from among those tenders the one with a lower price.
4. During examination and evaluation of tenders the Awarding entity may require the contractors to provide explanations concerning the contents of submitted tenders.
5. In order to determine whether the submitted tender contains an abnormally low price with regard to the object of the contract the Awarding entity shall request writing the contractor to provide, within a fixed time limit, explanations concerning those parts of the a tender that have an impact on the price level.
6. The Awarding entity shall reject a tender submitted by a contractor who failed to provide explanations or where the evaluation of explanations confirms that the submitted offer contains an abnormally low price with regard to the object of the contract.
7. The Awarding entity shall immediately inform contractors who competed for the award of a contract about his choice of tender

Art. 16

Methods of corrections in the text of the tender

1. The Awarding entity shall correct the text of the tender in terms of any obvious misprints and computational errors made in the calculation of prices, notifying forthwith all contractors who submitted their tenders
2. The Awarding entity shall correct computational errors in the calculation of prices in according with article 88 of the Act.

Art. 17.

Rejected tenders

1. The Awarding entity shall reject a tender in the cases described in art. 89 of the Act.
2. The Awarding entity shall simultaneously notify all contractors about rejected tenders, providing factual and legal grounds.

Art. 18

The cancellation of the procedure

1. The Awarding entity shall cancel a contract award procedure in the cases described in art. 93 p. 1 i 2 of the Act.
2. About the cancellation of the procedure, the awarding entity shall notify simultaneously all Contractors who:
 - 1.) competed for the award – in the event of cancellation of a procedure prior to final date for submission of tenders,
 - 2.) submitted tenders – in the event of cancellation of the procedure after the final date for submission of tender – providing factual and legal grounds.

Art. 19

Information of the results and conclusion of contract

1. The Awarding entity informs immediately the Contractors who submitted tenders about:

- 1.) the selection of the best tender, stating the name (company name), address of the Contractors, whose tender has been selected, as well as justification for its selection,
 - 2.) the Contractors whose tenders were rejected stating factual and judicial justification,
 - 3.) the Operators who were excluded from the contract award procedure stating factual and judicial justification.
2. The information about the results of the unlimited tendering will be published in Public Procurement Bulletin, in a place accessible to the public in the Awarding entity's seat and on website www.fuw.edu.pl and www.uw.edu.pl.
 3. The Awarding entity will choose the date and place of signing of the contract and notify the awarded Contractors.
 4. The Awarding entity shall conclude a public procurement contract within not less than 7 days from the day on which the tender was chosen, however, not later than prior to the expiry of the time limit during which a contractor must maintain his tender.
 5. If the awarded Contractor avoids signing a public procurement contract, the Awarding entity may choose another tender.

Art. 20.

The essential terms of the public procurement contract

1. The essence terms of the public procurement contract and information about the penalties are described in project of the public procurement contract, which is constituting Appendix 3 hereto
2. The contractors shall be obliged to acquaint with text of the annexed project of the public procurement contract

Art. 21

Protests, appeals, complaints to court

1. A written protest may be lodged to the awarding entity against the contents of the notice, actions performed by the awarding entity in the course of procedure and In the event of a failure by the awarding entity to act as it is bound to perform under this Act.
2. Protest shall be lodged within 7 days from date on which the Contractor may have become or actually became aware of the circumstances constituting the basis thereof. The protest shall be deemed as lodged when delivered to the Awarding entity in a manner allowing it to become familiarized with its contents.
3. The protest which refers to the contract notice and the provisions of the specification of essential terms of contract shall be lodged within 7 days from the publication of the contract notice in Public Procurement Bulletin or publication of specification of essential terms of contract on the websites: www.fuw.edu.pl or www.uw.edu.pl.
4. The lodging of a protest shall be admissible only before the conclusion of a contract.
5. The Awarding entity shall reject any protest lodged after the final date or by an unauthorized entity or protest not allowed according to art. 181 item 6 of the Act (the contractor who lodged the protest and the contractor, who is called upon, referred to in paragraph 9, may not forthwith lodge a protest by referring to the same circumstances)
6. Protest should indicate action or failure to act of the Awarding entity under protest and should also include a demand, brief description of charges as well as factual and legal circumstances providing grounds for the protest.
7. In the event of a protest lodged after the final date for submission of tenders, the period during which the contractor must maintain his tender shall be suspended until the final resolution of the protest.

8. The Awarding entity shall forthwith inform contractors who submitted their tenders about the suspension of the period during which the contractors must maintain their tenders
9. The Awarding entity entity dispatches a copy of the protest being lodged to the Contractors who participate in a contract award procedure, and if the protest refers to the content of contract or provisions of specification of essential terms of contract, places it on the websiet: www.fuw.edu.pl and www.uw.edu.plm and calls upon the Contractors to participate as a result of protest being lodged.
10. The Awarding entity resolves at the same time all protests referring to
 - 1) the content of the contract notice,
 - 2) the provisions of the specification of essential terms of the contract,
 - 3) exclusions of the contractor from the contract award procedure, rejections of tender, and selection of the best tender,- 10 days from the expiry of the time limit for lodging the protest.
11. The protest, other then the one referred to in paragraph 10, is resolved within 10 days from the day on which it was lodged.
12. The appeal shall be available against a resolution of a protest.
13. The appeal shall be lodged to the President of the PPO within 5 days from the dispatch of the resolution of protest or the expiry of the deadline for examination of protest, at the same time dispatching the copy to the awarding entity. The appeal delivered at the Polish post office shall be regarded as submitted to the President of the PPO.
14. The copy of the appeal is also dispatched to all the participants of the procedure as a result of protest being lodged, however not later than 2 days from its receipt, summoning them to participate in an appeal procedure.
15. The petition on the court may be lodged against the judgement or the final decision of the arbitration panel ending the appeal procedure.

Appendices:

1. Printed copy of the tender
2. Printed copy of declaration pertaining to article 22 paragraph 1 and 2 and article 24 of the Act
3. Project of the public procurement contract.

Approved by:

DZIEKAN WYDZIAŁU FIZYKI UW

prof. dr hab. Jan Bartelski

.....
the Awarding entity

Warsaw,

.....
/Tender's stamp/

TENDER

To:
Uniwersytet Warszawski
Wydział Fizyki
ul. Hoża 69
00-681 Warszawa, Poland

No **WF-37-76/06**

Further to the invitation to participate in public procurement proceedings in an unlimited tendering for:

The supply of units of photolithography set-up (mask aligner with equipment)

No. WF-37-76/06

We hereby confirm the participation of our company:

.....
.....
/full name of Contractors/

Address:

.....
.....
.....
.....

Telephone:

E-mail:

Represented by:

.....

and offer the following:

1. Performance of the contract as provided for in the specification of essential terms of the contract: **supply of units of photolithography set-up (mask aligner with equipment).**

Parts of equipment (types, models):

1.
.....
2.
.....
3.
.....
4.
.....

Manipulator precision:

Printing precision:

Total price (including delivery, custom and installation costs):

for the gross amount of:

/ say: /

net amount of:

/ say: /

VAT amounting to% i.e.

/ say: /

2. Delivery time days from the signing of the contract.

3. Warranty period (starts with the date of receipt of the object of the contract):

..... full months

3.1. We assure full and free of charge warranty service at the seat of the Awarding entity

3.2. Repair time from the day of notification of the Supplier/Service :

..... full working days

3.3. Service reaction time: 2 working days (from day of notification of the Supplier/Service)

3.4. Warranty conditions allow the user to change configuration of the equipment and to add next units.

4. Delivery place of object of the contract:

Workshop building of Faculty of Physics, ul. Pasteura 7, room 4, 02-093 Warszawa, Poland

5. Terms of payment: wire transfer within 14 days after the Awarding entity receives a properly prepared invoice
6. We hereby declare that we have acquainted ourselves with the specification of essential terms of the contract and have no reservations.
7. We declare that we are not subject to proceedings pursuant to article 24 and we satisfy the conditions referred to in article 22 paragraph 1 of the Act.
8. Our tender complies with the terms and conditions of the contract and is valid for the binding period determined by the Procuring Party.

The following appendices are attached to the tender:

1.
2.
3.
4.
5.
6.

Signature

.....
/Tender's authorized representative/

..... this day.....

**/ cross out where not applicable*

.....
/Tender's stamp/

Concerns: public procurement in an unlimited tendering
NoWF-37-76/06

The supply of units of photolithography set-up (mask aligner with equipment)

DECLARATION CONCERNING ARTICLE 22 PARAGRAPH 1 AND 2
AND ARTICLE 24 OF THE ACT OF 29 JANUARY 2004 PUBLIC
PROCUREMENT LAW

On behalf of

.....
.....

I hereby declare that:

1. are authorised to perform specific activities or actions, if such authorisations are required by the law;
2. have the necessary knowledge, experience and technical capacity and have also persons able to perform the contract;
3. are in a financial and economic situation ensuring the performance of the contract;
4. are not liable to exclusion from the award procedure.

We declare that we satisfy the conditions, which are described in the specification of essential terms of the contract.

....., this day.....

.....
Tender's authorized representative

Umowa Sprzedaży Nr WF-37-76/06

§ 1. Strony kontraktu:

- 1. Uniwersytet Warszawski, Wydział Fizyki, ul. Hoża 69, 00-681 Warszawa, Polska**
reprezentowany przez:
prof. Jana Bartelskiego – Dziekana Wydziału Fizyki Uniwersytetu Warszawskiego
zwany dalej **Kupującym**

2.
reprezentowany przez:

.....
zwany dalej **Sprzedawcą**

Umowa została zawarta w wyniku postępowania przeprowadzonego w trybie przetargu nieograniczonego, zgodnie z Art. 10 ust. 1 ustawy - Prawo zamówień publicznych

Contract No WF-37-76/06

§ 1 Parties to the Contract:

- 1. Warsaw University, Physics Department, ul. Hoża 69, 00-681 Warszawa, Poland**
represented by:
prof. Jan Bartelski – the Dean of the Physics Department, Warsaw University
hereinafter named **the Buyer**

2.
represented by:

.....
hereinafter named **the Seller**.

The contract has been concluded as a result of the proceedings following the unlimited tendering according to Art. 10. par. 1 of Public Procurement Law.

§ 2. Przedmiot kontraktu:

Model:

.....
Szczegółowy opis przedmiotu umowy stanowi załącznik nr 1 do niniejszej umowy.

§ 2. Subject of the Contract (goods):

Model:

.....
Description of the parameters constitutes Appendix 1 to hereto

§ 3. Całkowita wartość kontraktu:

.....

słownie:

Wartość kontraktu jest ostateczna i nie podlega zmianie.

§ 3. Total value of the Contract:

.....

say:

Total amount of this Contract is final and shall not be altered.

§ 4. Warunki płatności:

1. 100 % ceny Kontraktu płatne przelewem na rachunek Sprzedawcy

nr

w ciągu dwóch tygodni po odbiorze faktury. Faktura wystawiona po wykonaniu i podpisaniu przez obydwie strony protokołu odbioru.

2. Wszelkie koszty bankowe i prowizje bankowe ponosi Kupujący.

§ 4 Terms of payment:

1. 100 % price of the Contract paid by a bank transfer to the Seller's account

no

in two weeks after receiving of the invoice. Invoice prepared after signing of the certificate of final reception by both parties.

2. All bank charges and bank commissions shall be borne by the Buyer.

§ 5. Termin dostawy:

Towar zostanie dostarczony w terminie tygodni od daty otrzymania przekazu.

Sprzedawca zobowiązuje się do powiadomienia Kupującego (e-mailem, na adres kkorona@fuw.edu.pl) o wysyłce urządzenia nie później niż w dniu wysyłki)

§ 5. Time of delivery:

Goods delivered to the Buyer's within weeks after receipt of the bank transfer

The Seller undertakes to notify the Buyer (by e-mail, on address kkorona@fuw.edu.pl) and the Payer about dispatch of the goods not later than on the day of dispatch.

§ 6. Gwarancja i serwis:

1. Sprzedawca gwarantuje najwyższą jakość całości dostarczonego produktu zgodnie ze specyfikacją techniczną.
2. Jakakolwiek usterka lub awaria, która nastąpi w okresie miesięcy od odbioru będzie usunięta przez Sprzedawcę bezpłatnie łącznie z kosztami części

i robocizny możliwie jak najszybciej, ale nie później niż w terminie
od daty pisemnego zawiadomienia przez Kupującego.

3. Warunki gwarancji zezwalają użytkownikowi na dokonywanie zmian w konfiguracji układu i dołączanie dodatkowych urządzeń.

§ 6. Warranty and service:

1. The Seller guarantees the highest technical quality of the whole of goods supplied, according to the technical specification.
2. Any fault or damage which will occur within months after delivery will be repaired by the Seller free of charge including spare parts and working power as quick as possible, but not later than within from the date written request sent by the Buyer.
3. Warranty conditions allow the user to change configuration of the equipment and adding next units.

§ 7. Kary umowne:

W przypadku jakichkolwiek opóźnień w dostawie, z wyłączeniem spowodowanych działaniem siły wyższej lub winą Kupującego, Kupujący upoważniony jest do naliczenia i potrącenia kar umownych w wysokości 0,1% wartości kontraktu za każdy dzień opóźnienia, jednak nie więcej niż 10% wartości kontraktu.

Strony mają prawo od odstąpienia od kar, po uzgodnieniu.

§ 7. Penalty

In case of any delay in delivery excluding Force Majeure or the Buyer fault, the Buyer is entitled to reckon and deduct contractual penalties in the amount of 0,1% of the Contract's value per every day of delay, but not more than 10% of the Contract's value.

The Parties of this Contract have a right to abandon penalties after previous agreements.

§ 8. Siła wyższa

Strony umowy nie są odpowiedzialne za skutki wynikające z działania siły wyższej, jak również innych zdarzeń, na które strony nie mają wpływu, lecz które utrudniają pełne lub częściowe wypełnienie zobowiązań wymienionych w kontrakcie i których nie da się uniknąć nawet w przypadku maksymalnej staranności stron.

§ 8. Force Majeure:

The parties of the Contract are not responsible for the consequences resulting from cases of force majeure as well as any other circumstances beyond the Parties control, but which impede full or partial fulfillment of the obligations indicated in this Contract and which cannot be avoided even with maximum diligence of the parties.

§ 9. Klauzula arbitrażowa:

Wszystkie spory, kontrowersje lub różnice zdań, które mogą wynikać między stronami z niniejszego kontraktu lub w związku z nim, odnośnie jego ważności i interpretacji,

jak również ważności klauzuli arbitrażowej, a które nie mogą być załatwione w sposób polubowny, będą rozstrzygane, w wyłączenie sądów powszechnych, przez Sąd Arbitrażowy przy Krajowej Izbie Gospodarczej w Warszawie zgodnie z jego zasadami.

Strony uznają wyrok Sądu Arbitrażowego jako końcowy i prawnie wiążący, i zobowiązane są wypełnić go niezwłocznie po otrzymaniu.

§9. Arbitration Clause:

All disputes, controversies and differences, which may arise between the parties from this Contract or in connection with it and which concern its validity, interpretation, as well as validity of the arbitration clause, and which cannot be solved amicably, shall be settled, by the Court of Arbitration at the Polish Chamber of Commerce in Warsaw according to its rules.

The parties will accept the verdict of the Court of Arbitration as final and legally binding and are obliged to execute it immediately after it is passed.

§ 10. Postanowienia ogólne:

1. Prawem właściwym dla niniejszego kontraktu jest prawo polskie.
2. Umowę sporządzono w polskiej i angielskiej wersji językowej w 2 egzemplarzach, po jednym dla każdej ze stron.
3. Wszystkie dodatki, uzupełnienia i zmiany niniejszego kontraktu wymagają formy pisemnej i podpisów wszystkich stron **pod rygorem nieważności**.
4. Niniejszy kontrakt unieważnia wszelkie wcześniejsze ustne i pisemne uzgodnienia dotyczące niniejszej transakcji.
5. Kontrakt wchodzi w życie z chwilą podpisania przez wszystkie strony.

§ 10. General clauses:

1. The law of Poland shall be applicable to this Contract.
2. This Contract has been drafted in Polish and English language versions in 2 copies, one for each Party.
3. All appendices, amendments and alterations to this Contract require a written form and signatures of all parties, **in order to be valid**.
4. This Contract supercedes all previous verbal and written agreements concerning this deal.
5. This Contract enters into force on the day of being signed by all the Parties.

Kupujący/The Buyer

Sprzedawca/The Seller