



Wrocław, 18.01.2023

Registration no: DZ.261.2.2023/PD

Procurement notice
for the delivery of
an open-flow cryogenic gas cooler for X-ray diffraction measurements of
single crystals in the temperature range from 80 to 500 K
for the Institute of Low Temperature and Structure Research Polish Academy
of Sciences in Wrocław

1. Ordering Party name and address:

Institute of Low Temperature and Structure Research
Polish Academy of Sciences
Okólna 2 Street, 50-422 Wrocław, POLAND
NIP: 896-00-07-258, REGON: 000326109

2. Procedure for awarding the contract:

This procedure is conducted without applying the Act of September 11, 2019 Polish Public Procurement Law (Journal of Laws of 2022, item 1710), hereinafter referred to as the PPL Act, pursuant to art. 11 sec. 5 p. 1) in connection with art. 30 sec. 4 and constitutes an order with a value exceeding the equivalent of 130 000 PLN.

The procedure is conducted in accordance with the internal regulations of the Institute of Low Temperature and Structure Research Polish Academy of Sciences in Wrocław, pursuant to paragraph § 17 of the Regulations on awarding public procurements (Ordinance no. 3/02/2021 of the Director of the ILT&SR PAS in Wrocław dated 18/02/2021) i.e. in the form of a Branch of science procurement.

WARNING:

In these proceedings, the Ordering Party first selects the best offer (on the basis of the criteria described for offer evaluation), and then performs the examination and evaluation of this offer. The Ordering Party will check whether the Contractor whose offer has received the highest number of points is not subject to rejection and whether it meets the conditions/ requirements for participation in the procedure. In the event that the best offer will be rejected, the Ordering Party will examine and evaluate the offer next to the best offer.

3. Description of the subject of the order:

1. The subject of the contract is:

the delivery of an open-flow cryogenic (nitrogen) gas cooler constituting a single gas supply module with equipment (temperature controller, pump and dry-air unit) for X-ray diffraction measurements of single crystals on the 4-circle X-ray diffractometer Oxford Diffraction X'Calibur, which is in the possession of the Ordering Party.



The Ordering Party requires that the subject of the order described above is compatible with the Oxford Diffraction X'Calibur single-crystal diffractometer, which is in the possession of the Ordering Party.

- 1) Characteristics of the open-flow cryogenic gas cooler (integrated with temperature controller, cold nitrogen pump and dry-air unit)
 - Temperature range: 80-500 K with the stability not worse than 0.1 K.
 - Cool-down time to 100 Kelvin not longer than 20 minutes.
 - Mounting to the Oxford Diffraction X'Calibur diffractometer which is in the possession of the Ordering Party.
 - Mains Power supply adapted to 230 V, 50 Hz.
- 2) Coldhead characteristics
 - Temperature range: 80 – 500 K.
 - Length of flexible transfer line not shorter than 1500 mm - connecting the coldhead to the nitrogen source.
- 3) Characteristics of Dewar
 - Volume: 60 liters.
 - Intake hole: 50 mm.
- 4) Mounting bracket
 - Maximum table to sample height: 600 mm.
 - Maximum horizontal distance to sample from mounting bracket: 430 mm.
 - Weight up to 7 kg.
- 5) Automatic nitrogen filling system (autofill) adapted to the supplied Dewar.
- 6) The device must contain software enabling remote control, operation, monitoring of operating parameters and remote technical support.
- 7) The device must be remotely controllable and programmable for the nitrogen flow without physical intervention (also accessible through an open network protocol); automatically optimizing the shielding gas flow rate (eliminating potential user errors); integrated cooling module usage tracking system allowing notification of upcoming required service replacements; dry-air module continuous monitoring system.

CPV code: 38530000-9 Diffraction equipment

2. The device is to be entirely new, coming from the manufacturer's official distribution channels and free from manufacturing and legal defects, functional in 100 %.
3. The device should have declaration of compliance with applicable standards (e.g. CE declaration of conformity stating the product's compliance with the essential requirements of the relevant European Union directives).
4. The delivered device should contain the necessary dedicated peripheral components (e.g. power supplies, cables, adapters, manufacturer's software) necessary for commissioning and proper functioning of the ordered device.
5. **The Contractor should provide the Ordering Party the device manual in Polish or English together with the device.**



6. The warranty for the device is **minimum 24 months** from the date of signing the Acceptance Protocol confirming the proper performance of the agreement.
The Contractor will indicate in the Offer Form (**Attachment no. 1** to the Procurement notice) the period for which the guarantee is granted.
7. The Ordering Party requires the Contractor to provide in the Offer Form (**Attachment no. 1** to the Procurement notice) the **manufacturer's data, model, catalog number** (if any) of the offered device.
8. The method of order fulfilment is included in the Agreement template (**Attachment no. 2** to the Procurement notice).
9. The delivery should be made during the Ordering Party working hours, i.e. on working days between from 8.00 to 15.00.
10. All costs related to the implementation of the order, in particular the costs of purchase, storage and delivery of the subject of the order, transport (domestic and foreign), insurance costs (domestic and foreign), costs of activities related to the preparation of delivery, packaging and security, costs related to the delivery itself, as well as all other costs, including customs and border charges, not listed in this point, and necessary for the performance of the order, shall be borne by the Contractor. These costs are included in the offer price, which should be given in point 1 of the Offer Form (**Attachment no. 1** to the Procurement notice), which is an integral part of the order.
11. The contractor is obliged to provide such packaging of the device as is required to prevent damage or deterioration of the quality of the equipment during transport to the place of delivery.

4. Order completion date:

Order completion date: **up to 12 weeks from the date of signing the agreement.**

5. Criteria for the evaluation of offers:

1. When selecting an offer, the Ordering Party will use the following criteria:

Total gross price –100%

According to the above criterion, the Ordering Party will evaluate the received offers as follows:

The maximum number of points (100 points) will be awarded to the Contractor who proposes the lowest total gross price, while the remaining Contractors will receive a correspondingly lower number of points calculated in accordance with the formula below:

$$C = \frac{C_{min}}{C_b} \times W$$

where:

C – a number of points in the criterion Total gross price

C_{min} – the lowest gross offer price in the set of offers subject to evaluation

C_b – a gross offer price of the evaluated offer

W – criterion weight = 100



An offer may receive a maximum of 100 points.

2. The score awarded to the offers will be calculated with an accuracy of two decimal places.
3. If, in an procurement award procedure where the price is the only evaluation criterion, it is not possible to select the most advantageous offer due to the fact that offers with the same price have been submitted, the Ordering Party shall call on the Contractors who submitted these offers to submit, within the time limit specified, additional offers containing a new price. Contractors submitting additional offers may not offer prices higher than those offered in the submitted offers.
4. The Ordering Party does not plan to conduct an additional step in the form of an electronic auction.
5. If an offer has been submitted, the selection of which would lead to the creation of a tax obligation for the Ordering Party in accordance with the provisions on tax on goods and services, the Ordering Party, in order to evaluate such an offer, shall add to the price presented in it the tax on goods and services, which it would be obliged to settle in accordance with these provisions. When submitting the offer, the Contractor shall inform the Ordering Party whether the selection of the offer will lead to the creation of a tax obligation for the Ordering Party, indicating the name (type) of goods or services whose delivery or provision will lead to its creation, and indicating their value without the amount of tax.

6. Method and date of payment:

1. The Contractor will issue an invoice **after the completion of the entire subject of the order**. The Ordering Party shall pay the Contractor remuneration for the completed subject of the order within **30 days** from the date of receipt of a correctly issued invoice.
2. The amount due will be settled by bank transfer to the Contractor's account number indicated on the invoice.
3. The Ordering Party allows accepting structured invoices via the platform available at: <https://brokerinfinite.efaktura.gov.pl>, PEF address: NIP 8960007258.

7. Information on the method of communication:

1. In the procedure in question, communication between the Ordering Party and the Contractors, including requests, notifications and information, and in particular the submission of offers, statements and documents, takes place using electronic means of communication via the Purchasing platform <https://intibs.ezamawiajacy.pl> or via email to the following email address: dzial_zakupow@intibs.pl.
The contact person is: Patrycja Dwojak, tel. +48 71 39 54 134,
email: dzial_zakupow@intibs.pl.
2. Any questions should be sent via the Purchasing Platform: <https://intibs.ezamawiajacy.pl> or to the e-mail address: dzial_zakupow@intibs.pl.

8. Place and date of submission of the offer:

1. The offer together with the required statements and documents should be submitted in electronic form via the Purchasing platform available at:



<https://intibs.ezamawiajacy.pl> or via e-mail to the following e-mail address: dzial_zakupow@intibs.pl **by January 31, 2023 until 9.30.**

2. Offers received after the deadline will not be considered.
3. The Ordering Party does not anticipate the public opening of offers. Information on the number of offers and prices will be provided by the Ordering Party to the Contractor upon his request.

9. The method of preparing the offer:

1. The contractor submits the offer by choosing one of the following two methods:

- 1) completing the Offer sheet on the Purchasing platform
and

adding in the "Offers" tab all documents (attachments) specified in point 10 item 1 of this Procurement notice, signed with a qualified electronic signature, trusted signature, electronic personal signature or in the form of a scan of a document signed by authorized persons - activities of adding documents (attachments) are carried out by selecting the "Add document" command and selecting the target file to be uploaded.

NOTE: In the event of discrepancies between the content (including the price) provided by the Contractors in the Offer sheet completed on the Purchasing platform and the content of the "Offer Form" submitted by the Contractors, which is the actual content of the offer, the content (including the price) of the Offer Form, constituting the **Attachment No. 1** to this Procurement Notice is considered binding.

- 2) sending all documents (attachments) specified in point 10 item 1 of this Procurement notice, signed with a qualified electronic signature, trusted signature, electronic personal signature or in the form of a scan of a document signed by authorized persons, via e-mail to the e-mail address: dzial_zakupow@intibs.pl.
2. Each Contractor may submit only one offer. If more than one offer is submitted, all the Contractor's offers will be rejected.
3. Offers shall be made, under pain of nullity, in Polish or English, **in electronic form and shall bear a qualified electronic signature, a trusted signature or an electronic personal signature. The Ordering Party also allows submitting an offer in the form of a scan of a properly signed document.**
4. The offer must be signed by a person authorized to represent the company, in accordance with the form of representation of the Contractor specified in the commercial register or other document appropriate for the organization of the company, or by a proxy.
5. If the offer is signed by a proxy, a power of attorney must be attached.
6. The Contractor may reserve documents constituting a trade secret in the offer.
7. At any time before the deadline for submitting offers, the Contractor may change the already submitted offer. The notification of the implementation of changes must be submitted in accordance with the same requirements as the submitted offer with the additional note "CHANGE".
8. The contractor has the right to withdraw from the procedure before the deadline for submission of offers by withdrawing the offer.
9. The Ordering Party does not allow submissions of partial offers.



10. The Ordering Party does not allow variant offers.
11. The Ordering Party allows offers to be submitted in Polish zloty (PLN), euro (EUR) or pound sterling (GBP).
12. The offer price should be provided in point 1 of the Offer Form (template - **Attachment 1** to this Procurement Notice) in Polish zloty (PLN), euros (EUR) or pounds sterling (GBP), net and gross, with the VAT rate specified and accurate to two decimal places.
13. The principle of rounding to two decimal places (with an accuracy of 1 grosz/cent/pence; when rounding - amounts are rounded to full grosz/cent/pence, endings below 0.5 grosz/cent/pence are omitted, and endings from 0.5 grosz/cent/pence are rounded to 1 grosz/cent/pence) for all calculations in the offer form.
14. In the case of offers expressed in EUR or GBP, for comparative purposes, the Ordering Party shall convert the net price into PLN at the average exchange rate of the Narodowy Bank Polski (National Bank of Poland) on the day on which this Procurement notice was published.
If all offers are expressed in EUR or all offers are expressed in GBP, the Ordering Party will evaluate the offers without converting them into PLN.
15. The quoted price must take into account all the Ordering Party's requirements set out in this Procurement notice and include all costs to be incurred by the Contractor for the proper performance of the order.
16. The offer price includes the complete performance of the subject of the order.
17. In the event of accounting errors in the calculations, the Ordering Party will assume that the net price has been entered correctly as the basis for their correction.
18. If an offer has been submitted, the selection of which would lead to the creation of a tax obligation for the Ordering Party in accordance with the provisions on tax on goods and services, the Ordering Party, in order to evaluate such an offer, shall add to the price presented in it the tax on goods and services, which it would be obliged to settle in accordance with these provisions. When submitting the offer, the Contractor shall inform the Ordering Party whether the selection of the offer will lead to the creation of a tax obligation for the Ordering Party, indicating the name (type) of goods or services whose delivery or provision will lead to its creation, and indicating their value without the amount of tax.
19. Determining the VAT rate is the responsibility of the Contractor. According to par. 1 of the Announcement of the President of the Polish Central Statistical Office of January 24, 2005 (Journal of Laws of the Central Statistical Office No. 1 of 2005, item 11) on the procedure for issuing interpretative opinions - "The principle is that the interested entity classifies its activities, its products (products and services), goods, fixed assets and constructions according to the rules set out in individual classifications and nomenclatures, introduced by regulations of the Council of Ministers or applied directly on the basis of the provisions of the European Community".

10. Required documents:

1. The offer must include:
 - a) completed and signed Offer Form (according to **Attachment 1** to this Procurement notice),
 - b) a registration document from which the authorization to represent the company results, in accordance with the form of representation of the Contractor



specified in the commercial register or other document appropriate for the organization of the company,

NOTE:

If in the country where the Contractor has its registered office or place of residence, no registration documents are issued which authorize to represent the company, they are replaced with a document containing the Contractor's statement, indicating the person or persons authorized to represent the company, made under oath, or if in the country of where the Contractor has its registered office or place of residence, there are no provisions on a declaration under oath, submitted before a judicial or administrative authority, notary public, professional or economic self-government body competent for the seat or place of residence of the Contractor - issued respectively not earlier than 3 or 6 months before submitting it. Documents or statements may be submitted in Polish, English or a foreign language with a translation into Polish or English.

- c) power of attorney (if the person representing the Contractor has not been indicated as authorized to represent it in the relevant register or in the Central Register and Information on Economic Activity).
2. In case of not attaching to the offer the documents indicated in paragraphs 1 b) and c) above, the Ordering Party will call to submit the documents in prescribed deadline.
3. If the signed Offer Form (according to the **Attachment 1** of this Procurement notice) will not be submitted before the deadline or the documents indicated in paragraph 2 will not be supplemented before the deadline set by Ordering Party, as well as submission of documents indicating that fail to meet the conditions of the participation or technical requirements will cause rejection of the offer as inconsistent with the requirements of the Procurement notice.

11. Other information

1. The term of validity of the offer is 30 days.
2. In the process of examination and evaluation of offers Ordering Party is allowed to request explanations from the Contractor concerning the content of submitted offers and invite the Contractor to supplement or clarify the documents submitted to the offer.
3. Ordering Party will declare the offer null and void if the Contractor did not submit the explanations or evaluation of explanations confirms that the offer does not meet the conditions described in the Procurement notice.
4. Ordering Party corrects the obvious typing and price calculation mistakes, promptly informing the Contractor about the corrections. With implementation of the corrections, Ordering Party recognises the accounting implications.
5. Offers that fail to meet the conditions/requirements described in the Procurement Notice will be voided and will not be considered during the selection of the most favourable offer. In particular incomplete offers, i.e., not containing all the documents/declarations described in the Procurement notice or containing documents/declarations not confirming meeting the conditions/requirements described in the Procurement notice will be declared null and void.
6. Ordering Party reserves the right to cancel the Procurement notice at any stage if and when:
 - a. there is no valid offer submitted,



- b. the price of the most favourable offer is higher than the sum intended by Ordering Party to cover the order costs,
 - c. in the event of a material change of circumstances resulting in execution of the order not beneficial for Ordering Party, which could not have been predicted earlier,
 - d. Procurement notice has a legal defect causing negative effects for the Ordering Party,
 - e. the selected Contractor refuses to sign the agreement and the Ordering Party will decide to not select any other offer from the remaining ones,
 - f. procedure is fraught with failure impossible to remove and preventing the conclusion of the agreement,
 - g. the funds which the Ordering Party intended to allocate to finance all or part of the order were not granted.
7. Ordering Party will notify the Contractors about the selection of the most favourable offer or cancellation of the procedure.
 8. Contractor accepts the provisions contained in the Agreement template (Appendix 2 to the Procurement notice) and undertakes, in the case of choosing its offer, to conclude an agreement.
 9. Information on the processing of personal data is provided in Appendix 2 to the Agreement template.

12. Attachments:

1. Attachment 1 to the Procurement notice – Offer Form
2. Attachment 2 to the Procurement notice – Agreement template with Attachments