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| **PUBLIC PROCUREMENT DEPARTMENT** **JAGIELLONIAN UNIVERSITY** Straszewskiego 25/3 and 4, 31-113 Krakow **tel.** +4812-663-39-03 **e-mail: bzp@uj.edu.pl** [**https://www.uj.edu.pl ;**](https://www.uj.edu.pl/) [**https://przetargi.uj.edu.pl**](https://przetargi.uj.edu.pl/)  |   |

Krakow, 22/04/2025

# ORDER TERMS SPECIFICATION

# hereinafter referred to as SWZ

**Chapter I - Name (company) and address of the Ordering Party.**

1. Jagiellonian University, ul. Gołębia 24, 31-007 Kraków.
2. Unit handling the case:
	1. Public Procurement Department, ul. Straszewskiego 25/3 and 4, 31-113 Kraków; tel.: +4812 663-39-03;
	2. office hours: Monday to Friday; from 7:30 a.m. to 3:30 p.m., excluding public holidays;
	3. website (url address): <https://www.uj.edu.pl/>
	4. commercial tool for conducting the proceedings: [https://platformazakupowa.pl](https://platformazakupowa.pl/)
	5. the address of the website of the conducted proceedings, where changes will be made available and explanations of the content of the SWZ and other procurement documents directly related to proceedings (buyer profile address): ): <https://platformazakupowa.pl/transakcja/1098882>

**Chapter II - Contract award procedure.**

1. The proceedings are conducted in **a basic procedure without the possibility of negotiations** pursuant to Article 275 point 1 of the Act of 11 September 2019 – Public Procurement Law (Journal of Laws of 2024, item 1320, as amended), hereinafter referred to as the “PZP” Act, and in accordance with the requirements specified in this Tender Specification, hereinafter referred to as "SWZ".
2. The provisions of the aforementioned Public Procurement Law and implementing acts issued on its basis shall apply to actions undertaken by the Ordering Party and Contractors in the contract award procedure , and in matters not regulated, the provisions of the Act of 23 April 1964 **-** the Civil Code (consolidated text: Journal of Laws of 2023, item 1610, as amended).

**Chapter III - Description of the subject of the contract.**

1. The subject of the procedure and order is to select a Contractor for the purchase of a network access service to the Qualtrics LLC internet platform - an internet system for conducting questionnaire surveys related to teaching activities - access for researchers, doctoral students and students of the Institute of Psychology of the Jagiellonian University and for participants of the Doctoral School of Social Sciences and the Doctoral School of Humanities.
2. Employees and students of the Jagiellonian University will be able to use the service from any computer belonging to the Jagiellonian University network, as well as from outside the university network. Access from UJ computers will take place without the need to log in and will be carried out on the basis of IP numbers provided to the provider, while access from outside the Jagiellonian University network will take place through an authentication system, after logging in using university email data.
3. The Contractor must offer the subject of the order in accordance with the Ordering Party's requirements specified in the Specification of Order Conditions.
4. The Contractor is obliged to execute the order on the terms and conditions described in the SWZ, annexes to the SWZ and in the draft provisions of the contract, constituting Annex No. 2 to the SWZ.
5. Description of the subject of the contract in accordance with the nomenclature of the Common Public Procurement Vocabulary CPV: 72320000-4 database services.

**Chapter IV - Subject-matter means of evidence – not applicable.**

**Chapter V - Deadline for order completion.**

1. The subject of the order will be implemented in the period **from the date of awarding the order, i.e. conclusion of the contract for one year, and the Ordering Party will be granted access to the internet platform covered by the subject of the order no later than 14 days from the date of placing the order, i.e. conclusion of the contract .**
2. The contractor guarantees readiness to execute the order on the day the contract is concluded.

**Chapter VI - Description of the subjective conditions for participation in the proceedings.**

1. Ability to engage in economic activity – the Ordering Party does not set any conditions in this respect.
2. Authorization to conduct specific business or professional activities, if this results from separate regulations – the Ordering Party does not set any conditions in this respect.
3. Economic or financial situation – the Ordering Party does not set any conditions in this respect.
4. Technical or professional ability – the Ordering Party does not set any conditions in this respect.

**Chapter VII - Grounds for exclusion of Contractors.**

1. The Ordering Party shall exclude the Contractor from the proceedings in the event of the occurrence of circumstances specified in the provisions:
	1. Article 108 section 1 of the Public Procurement Law, subject to Article 110 section 2, i.e.:
		1. being a natural person who has been finally convicted of a crime:
			* 1. participation in an organized criminal group or association aimed at committing a crime or a fiscal crime referred to in Article 258 of the Penal

Code,

* + - * 1. human trafficking referred to in Article 189a of the Penal Code,
				2. referred to in Articles 228–230a, 250a of the Penal Code, 46–48 of the Act of 25 June 2010 on sports (Journal of Laws of 2022, items 1599 and 2185) or 54 paragraphs 1–4 of the Act of 12 May 2011 on the reimbursement of medicines, foodstuffs for particular nutritional uses and medical devices

(Journal of Laws of 2023, item 826),

* + - * 1. financing a terrorist offence, as referred to in Article 165a of the Penal Code, or the offence of preventing or hindering the determination of the criminal origin of money or concealing its origin, as referred to in Article

299 of the Penal Code,

* + - * 1. of a terrorist nature, as referred to in Article 115 § 20 of the Penal Code, or aimed at committing this crime,
				2. entrusting work to a minor foreigner referred to in art. 9 section 2 of the Act of 15 June 2012 on the effects of entrusting work to foreigners staying illegally on the territory of the Republic of Poland (Journal of Laws of

2021, item 1745),

* + - * 1. against economic turnover, referred to in Articles 296–307 of the Penal Code, the offence of fraud, referred to in Article 286 of the Penal Code, the offence against the credibility of documents, referred to in Articles 270–

277d of the Penal Code, or the fiscal offence,

* + - * 1. referred to in Article 9, paragraphs 1 and 3 or Article 10 of the Act of 15 June 2012 on the effects of entrusting work to foreigners staying illegally

on the territory of the Republic of Poland

– or for an appropriate prohibited act specified in foreign law;

* + 1. if an incumbent member of its management or supervisory body, a partner in a general partnership or professional partnership, a general partner in a limited partnership or limited joint-stock partnership or a proxy has been validly convicted of an offence referred to in point 1;
		2. against whom a final court judgment or a final administrative decision has been issued on arrears in the payment of taxes, fees or social security or health insurance contributions, unless the economic operator has paid the due taxes, fees or social security or health insurance contributions together with interest or fines or has entered into a binding agreement on the repayment of these liabilities before the deadline for submitting applications to participate in the procedure or before the deadline for submitting offers;
		3. against whom a final judgment has been issued prohibiting him from applying for public procurement contracts;
		4. if the contracting authority can establish, based on credible evidence, that the contractor has entered into an agreement with other contractors aimed at distorting competition, in particular if, while belonging to the same capital group within the meaning of the Act of 16 February 2007 on the protection of competition and consumers, they have submitted separate offers, partial offers or applications to participate in the procedure, unless they prove that they prepared these offers or applications independently of each other;
		5. if, in the cases referred to in Article 85 paragraph 1, there has been a distortion of competition resulting from the prior involvement of that contractor or an entity that belongs to the same capital group with the contractor within the meaning of the Act of 16 February 2007 on Competition and Consumer Protection, unless the resulting distortion of competition can be eliminated in another way than by excluding the contractor from participation in the contract award procedure.

The Contractor shall not be subject to exclusion in the circumstances specified in art. 108 sec. 1 points 1, 2 and 5 or art. 109 sec. 1 points 2-5 and 7-10, if it proves to the ordering party that it has met all the conditions referred to in art. 110 sec. 2 of the PPL Act.

* 1. Art. 7 paragraph 1 of the Act of 13 April 2022 on special solutions for counteracting support for aggression against Ukraine and protecting national security (Journal of Laws of 2024, item 507).
1. Pursuant to Article 109 section 1 of the Public Procurement Law, the Ordering Party shall exclude from the proceedings the Contractor:
	* + 1. who has breached the obligations relating to the payment of taxes, fees or social or health insurance contributions, with the exception of the case referred to in art. 108 sec. 1 item 3 of the Public Procurement Law, unless the Contractor has paid the due taxes, fees or social or health insurance contributions together with interest or fines or has entered into a binding agreement to repay these debts;
			2. in respect of which liquidation has been opened, bankruptcy has been declared, whose assets are managed by a liquidator or the court, who has entered into an arrangement with creditors, whose business activity has been suspended or who is in another similar situation resulting from a similar procedure provided for in the regulations of the place of initiation of this procedure;
			3. who has culpably and seriously breached his professional obligations, which undermines his integrity, in particular where the Contractor, as a result of deliberate action or gross negligence, has failed to perform or has improperly performed the order, which the Ordering Party is able to demonstrate with appropriate evidence;
			4. who, for reasons attributable to him, has, to a significant extent or to a large extent, failed to perform or has improperly performed or has improperly performed for a long time a material obligation arising from a prior public procurement contract or concession contract, which has led to the termination or withdrawal from the contract, compensation, substitute performance or the exercise of rights under the warranty for defects;
			5. who, as a result of intentional action or gross negligence, introduced the Contracting Authority misrepresented itself when presenting information that it was not subject to exclusion, met the conditions for participation in the procedure or met the selection criteria, which could have a significant impact on the decisions made by the Contracting Authority in the contract award procedure, or who concealed this information or is unable to provide the required subjective evidence;
			6. who unlawfully influenced or attempted to influence the Ordering Party's actions or attempted to obtain or obtained confidential information that could give him an advantage in the proceedings award of contract;
			7. who recklessly or negligently presented misleading information, which could have a significant impact on the decisions made by the Contracting Authority in the contract award procedure.
2. In the cases referred to in par. 2 points 1-4, the Ordering Party may not exclude the Contractor if the exclusion would be clearly disproportionate, in particular when the amount of overdue taxes or social security contributions is small or the economic or financial situation of the Contractor, referred to in par. 2 point 2, is sufficient to perform the contract.

**Chapter VIII - List of declarations and documents to be provided by Contractors in order to confirm fulfilment of the conditions for participation in the proceedings and the lack of grounds for exclusion.**

1. Declarations required to be submitted with the offer:
	1. In order to confirm that there are no grounds for excluding the Contractor from the public procurement procedure in the circumstances referred to in Chapter VII of the Technical Specifications, the Contractor must attach to the offer a declaration of the Contractor on not being subject to exclusion according to the template constituting Appendix No. 1a to the offer form.
	2. A contractor who intends to entrust the performance of part of the order to subcontractors, in order to demonstrate the absence of grounds for exclusion against them, is obliged to submit a declaration concerning subcontractors.
	3. In the event that Contractors jointly apply for the contract, a declaration confirming the lack of grounds for exclusion referred to in point 1) shall be submitted by each of them. Contractors jointly bidding for a contract.
2. Additional declarations required to be submitted with the offer in the event of a bid submitted by Contractors jointly applying for the contract award:
	1. Contractors jointly applying for the award of a contract shall attach to their offer a declaration specifying which supplies or services will be provided by each Contractor.
3. If, during the procedure, the Contractor fails to submit a declaration of non-exclusion, declarations or documents necessary to conduct the procedure, the submitted declarations or documents are incomplete, contain errors or raise doubts indicated by the Ordering Party, the Ordering Party will request their submission, supplementation, correction within the time limit indicated by it (no shorter than 2 business days), unless, despite their submission, the Contractor's offer would be subject to rejection or it would be necessary to invalidate the procedure.

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

1. General information.
	1. The public procurement procedure is conducted using the commercial tool [https://platformazakupowa.pl –](https://platformazakupowa.pl/) buyer's profile address: <https://platformazakupowa.pl/pn/uj_edu>
	2. By entering this public procurement procedure, the contractor:
		1. accepts the terms of use of [https://platformazakupowa.pl s](https://platformazakupowa.pl/)pecified in the regulations available in the "Regulations" tab and recognizes them as binding;
		2. will familiarize themselves with the instructions for using [https://platformazakupowa.pl ,](https://platformazakupowa.pl/) and in particular with the rules for logging in, submitting requests for clarification of the content of the SWZ, submitting offers and performing other activities in this procedure using [https://platformazakupowa.pl](https://platformazakupowa.pl/) available at [https://platformazakupowa.pl -](https://platformazakupowa.pl/) link below:

[https://drive.google.com/file/d/1Kd1DttbBeiNWt4q4slS4t76lZVKPbkyD/view o](https://drive.google.com/file/d/1Kd1DttbBeiNWt4q4slS4t76lZVKPbkyD/view)r in the tab: [https://platformazakupowa.pl/strona/45-instrukcje a](https://platformazakupowa.pl/strona/45-instrukcje)nd will use it.

* 1. The technical and organizational requirements for submitting offers, sending and receiving electronic documents, digital reproduction of a paper document, declarations and information transmitted using them are described at [https://platformazakupowa.pl ,](https://platformazakupowa.pl/) in the regulations posted in the "Regulations" tab and the instructions for submitting offers (links in section 1.2.2 above).
	2. File size:
		1. in relation to the offer – the maximum number of files is 10, 150 MB each;
		2. in the case of communication – message to the Ordering Party max. 500 MB;
	3. Communication between the Ordering Party and the Contractors takes place exclusively using the commercial tool [https://platformazakupowa.pl –](https://platformazakupowa.pl/) buyer's profile address: <https://platformazakupowa.pl/pn/uj_edu>
		1. In order to shorten the time needed to respond to questions, communication between the Ordering Party and the Contractors in the scope of:
			+ 1. sending the ordering party questions regarding the content of the SWZ;
				2. sending a response to the ordering party ’s request to submit subjective evidence;
				3. sending a response to the ordering party’s request to submit/correct/supplement the declaration referred to in Art. 125 sec. 1, subjective evidence, other documents or declarations submitted in the proceedings;
				4. sending a response to the ordering party ’s request to provide explanations regarding the content of the declaration referred to in Article 125 paragraph 1 or the submitted subjective evidence or other documents or declarations submitted in the proceedings;
				5. sending a response to the ordering party ’s request to provide explanations regarding the content of the evidence in question;
				6. sending responses to other requests from the ordering party arising from the

Public Procurement Law;

* + - * 1. sending applications, information and declarations from the Contractor;
				2. Sending an appeal/other

takes place via [https://platformazakupowa.pl a](https://platformazakupowa.pl/)nd the form: "Send a message to the Ordering Party ".

The date of submission (receipt) of declarations, requests, notifications and information is the date of their sending via [https://platformazakupowa.pl b](https://platformazakupowa.pl/)y clicking the button: "Send a message to the Ordering Party", after which a message will appear that the message has been sent to the ordering party.

* + 1. The Ordering Party provides Contractors with information via [https://platformazakupowa.pl .](https://platformazakupowa.pl/) Information regarding answers to questions, changes to specifications, changes to the deadline for submission and opening of offers is posted by the Ordering Party on the platform in the section: "Announcements". Correspondence, which, in accordance with in accordance with the applicable regulations, the addressee is a specific Contractor , it will be forwarded via [https://platformazakupowa.pl t](https://platformazakupowa.pl/)o a specific Contractor .
		2. The contractor, as a professional entity, is obliged to check the messages and messages directly on [https://platformazakupowa.pl s](https://platformazakupowa.pl/)ent by the Ordering Party , as the notification system may crash or the notification may end up in the SPAM folder.
		3. The Ordering Party, in accordance with the Regulation of the Prime Minister of 30 December 2020 on the method of preparing and transmitting information and technical requirements for electronic documents and electronic means of communication in public procurement proceedings or competitions (Journal of Laws of 2020, item 2452), specifies the necessary hardware and application requirements enabling work on [https://platformazakupowa.pl ,](https://platformazakupowa.pl/) i.e.:
			- 1. permanent access to the Internet with a guaranteed bandwidth of no less than 512 kb/s;
				2. PC or MAC computer with the following configuration: min. 2 GB RAM, Intel

IV 2 GHZ processor or its newer version, one of the operating systems – MS

Windows 7, Mac Os x 10 4, Linux, or their newer versions;

* + - * 1. any web browser other than Internet Explorer installed;
				2. JavaScript enabled,
				3. Adobe Acrobat Reader or another program that supports the .pdf file format is installed.
		1. Encryption on [https://platformazakupowa.pl i](https://platformazakupowa.pl/)s performed using the TLS 1.3 protocol.
		2. The time of data receipt by the purchasing platform is indicated by the date and exact time (hh:mm:ss) generated according to the local server time synchronized with the clock of the Central Office of Measures.
	1. The method of preparing and transmitting electronic documents and digital reproduction of a paper document must be consistent with the requirements specified in the Regulation of the Prime Minister of 30 December 2020 on the method of preparing and transmitting information and technical requirements for electronic documents and electronic means of communication in public procurement procedures or competitions (consolidated text: Journal of Laws of 2020, item 2452, as amended) and the Regulation of the Minister of Development, Labor and Technology of December 23, 2020 on the subjective means of evidence and other documents or declarations that the Ordering Party may request from the Contractor (consolidated text: Journal of Laws 2020, item 2415, as amended), i.e.:
		+ 1. documents or declarations, including the offer, are submitted in original in electronic form using a qualified electronic signature or in electronic form with a trusted signature or personal signature . In the case of submitting a qualified signature and using the external XAdES signature format, the ordering party requires the attachment of an appropriate number of files, i.e. signed data files and signature files in the XAdES format. ***An offer submitted without a proper electronic signature is subject to rejection pursuant to art. 226 sec. 1 item 3 of the Public Procurement Law, due to non-compliance with art. 63 of this Act;***
			2. documents issued in electronic form are transmitted as electronic documents, providing the ordering party with the possibility of verifying signatures;
			3. if the original document, declaration or other documents submitted in the contract award procedure have not been prepared in the form of an electronic document, the Contractor may prepare and submit a digital reproduction with a document or declaration in paper form, providing it with a qualified electronic signature, trusted signature or personal signature, which is equivalent to certifying the submitted documents or declarations as true copies of the originals;
			4. the Contractor provides a digital reproduction of a document in paper form, affixing it with a qualified electronic signature, a trusted signature or a personal signature by the Contractor or, respectively, by an entity on whose capabilities or situation the Contractor relies under the principles specified in Art. 118 of the Public Procurement Law, or by a subcontractor, is equivalent to certifying that it is a true copy of the original.
			5. Certification of conformity with the original is made by the Contractor, the entity on whose capabilities or situation the Contractor relies , the Contractors jointly applying for the award of a public contract or the subcontractor, as appropriate, in the scope of documents that apply to each of them (in relation to powers of attorney – in accordance with the principle described in Chapter XII, section 7 of these Technical Specifications).
1. Method of communication between the Ordering Party and the Contractors regarding the effective submission of an offer.
	1. The offer must be prepared in electronic form in a data format compliant with the Announcement of the Prime Minister of 9 November 2017 on the announcement of a uniform text of the regulation of the Council of Ministers on the National Interoperability Framework, minimum requirements for public registers and exchange of information in electronic form and minimum requirements for teleinformatic systems and signed with a qualified electronic signature, trusted signature or personal signature. It is recommended to use the following formats: . ***pdf, . doc., . xls, . jpg (. jpeg) with particular reference to . pdf.*** For possible data compression, it is recommended to use the following formats: . ***zip, 7Z*** . Common formats not covered by the content of the regulation include: . rar, . gif, . bmp, . numbers, . pages. Submitted documents in such files will be considered as unsuccessfully submitted.
	2. The Contractor submits the offer via [https://platformazakupowa.pl –](https://platformazakupowa.pl/) buyer's profile address [https://platformazakupowa.pl/pn/uj\_edu ,](https://platformazakupowa.pl/pn/uj_edu) in accordance with the regulations referred to in paragraph 1 of this chapter. The Ordering Party shall not be liable for submitting an offer in a manner inconsistent with the instructions for using [https://platformazakupowa.pl ,](https://platformazakupowa.pl/) in particular for a situation where the Ordering Party reads the content of the offer before the deadline for submitting offers (e.g. submitting an offer in the "Send a message to the Ordering Party " tab). Such an offer will be considered by the Ordering Party as a commercial offer and will not be taken into account in the proceedings in question because the obligation imposed by art. 221 of the Public Procurement Law has not been fulfilled.
	3. The method of encrypting the offer is described in the instructions for submitting offers (links in section 1.2.2 above), and the offer is to be encrypted only using the tool built into the purchasing platform.
	4. After the deadline for submitting offers , the Contractor may not effectively change or withdraw a previously submitted offer.
2. Katarzyna Jasińska is authorized to communicate with the Contractors in formal and substantive matters, tel. +4812-663-39-52.

**Chapter X - Security deposit requirements.**

1. The Ordering Party does not require a deposit.

**Chapter XI - Period of validity of the offer.**

1. The contractor is bound by the submitted offer from the date of expiry of the deadline for submission of offers until **29.05.2025 inclusive.**
2. If the most advantageous offer is not selected before the expiry of the offer validity period specified in the tender documentation, the Ordering Party shall, before the expiry of the offer validity period, request the Contractors once to express their consent to extend this period by a period indicated by the Ordering Party, not longer than 30 days.
3. The extension of the period of validity of the offer referred to in paragraph 2 requires the Contractor to submit a written declaration of consent to the extension of the period of validity of the offer.

**Chapter XII - Description of the method of preparing offers.**

1. Each Contractor may submit only one offer for the execution of the entire subject matter of the contract.
2. It is permissible to submit a tender by two or more entities jointly applying for the award of a public contract under the terms described in Article 58 of the Public Procurement Law.
3. The offer must be written in Polish or in English **.**
4. The offer, together with all its attachments, must be signed by a person (persons) authorized to represent the Contractor , in accordance with the entry in the National Court Register, the Central Register and Information on Business Activity or another appropriate register. The Contractor shall attach the indicated documents together with the offer, unless the Ordering Party can obtain them using free and publicly available databases, and the Contractor has indicated the data enabling access to these documents in the content of the offer. If a person whose authorization does not result from the above documents acts on behalf of the Contractor, the Contractor shall submit a power of attorney or other document confirming the authorization to represent the Contractor together with the offer. Powers of attorney drawn up in a foreign language shall be submitted by the Contractor together with a translation into Polish.
5. In the event of a bid submitted by Contractors jointly applying for the award of the contract or in the event of the Contractor being represented by a proxy, a power of attorney must be attached to the bid . A document confirming the possibility of granting a power of attorney should be submitted together with the power of attorney. The provisions concerning the Contractor shall apply accordingly to Contractors jointly applying for the award of the contract.
6. The power of attorney is provided in electronic form, signed with a qualified electronic signature, trusted signature or personal signature. A power of attorney drawn up as a document in paper form and signed by a handwritten signature is provided as a digital reproduction of this document signed with a qualified electronic signature, trusted signature or personal signature, certifying the compliance of the digital reproduction with the document in paper form, with the certification being made by the principal or notary, in accordance with art. 97 § 2 of the Act of 14 February 1991 **-** Notary Law ( Journal of Laws 2024, item 1001, as amended ) . The digital reproduction of the power of attorney cannot be electronically certified by the authorized person.
7. The offer, together with the annexes constituting its integral part, should be prepared by the Contractor in accordance with the provisions of these Technical Specifications and in accordance with the content of the offer form and its annexes, in particular the offer should include a completed and signed offer form with at least the following annexes (completed and supplemented or prepared in accordance with their content):
	1. a declaration by the Contractor that they are not subject to exclusion from the procedure – in the event that Contractors jointly apply for the contract, a declaration of not being subject to exclusion is submitted by each of the Contractors,
	2. offer price calculation,
	3. a power of attorney (in accordance with paragraphs 4 - 6 above) or another document confirming the authorization to represent the Contractor , 4) list of subcontractors (if applicable).
8. If the Contractor, when submitting a bid, reserves the right not to disclose to other participants in the procedure information constituting a business secret, within the meaning of the provisions on combating unfair competition, it must clearly indicate this in the bid, by submitting an appropriate declaration containing a list of restricted documents and demonstrating that the restricted information constitutes a business secret. Documents marked with the clause; "Restricted document" should be attached together with the declaration and constitute separate files encrypted together with other files constituting the bid. The Contractor may not reserve the information referred to in art. 222 sec. 5 of the Public Procurement Law.
9. All costs related to the preparation and submission of the offer are borne by the Contractor.

**Chapter XIII - Deadline for submission and opening of offers.**

1. Offers should be submitted by **30/04/2025, 9:00 a.m.,** on the terms described in Chapter IX, sections 1-2 of the SWZ.
2. The contractor may withdraw the offer before the deadline for submitting offers in accordance with the regulations at [https://platformazakupowa.pl .](https://platformazakupowa.pl/) The method of withdrawing the offer is included

in the instructions available at: [https://platformazakupowa.pl/strona/45-instrukcje .](https://platformazakupowa.pl/strona/45-instrukcje) The offer cannot be withdrawn after the deadline for submitting offers.

1. The Ordering Party will reject any offer submitted after the deadline for submission of offers.
2. The bids will be opened on **30/04/2025 y., at 09:15** via [https://platformazakupowa.pl](https://platformazakupowa.pl/)
3. In the event of a change in the deadline for submitting offers, the Ordering Party will post information about its extension at [https://platformazakupowa.pl –](https://platformazakupowa.pl/) buyer’s profile address – [https://platformazakupowa.pl/pn/uj\_edu ,](https://platformazakupowa.pl/pn/uj_edu) in the tab appropriate for the procedure being conducted, in the “Announcements” section.
4. In the event of a failure of the IT system resulting in the inability to open the offers within the time specified by the Ordering Party, the offers will be opened immediately after the failure is removed.
5. The Ordering Party will make available at [https://platformazakupowa.pl –](https://platformazakupowa.pl/) buyer profile address – [https://platformazakupowa.pl/pn/uj\_edu ,](https://platformazakupowa.pl/pn/uj_edu) in the tab appropriate for the procedure being conducted, in the "Announcements" section, information on the amount it intends to allocate to finance the order, no later than before the opening of the offers.
6. Immediately after opening the offers, the Ordering Party will make available on the website of the conducted procedure information on:
	1. names or first and last names and registered offices or places of business activity or places of residence of the Contractors whose offers have been opened;
	2. prices or costs included in the offers.
7. The Ordering Party does not envisage conducting a public opening session of the offers with the participation of the Contractors, nor broadcasting the opening session using electronic online video transmission tools.

**Chapter XIV - Description of the method of calculating the price.**

1. The price of the offer should be given in EUR or PLN, taking into account taxes, discounts, rebates, etc., which the Contractor intends to grant and all costs related to the execution of the contract.
2. In the offer, the Contractor should calculate the price for the entire subject of the order.
3. Prices must be provided and calculated rounded to two decimal places (rounding rule: below 5 the ending should be omitted, above and equal to 5 should be rounded up).
4. If an offer is submitted, the selection of which would lead to the creation of a tax liability for the Ordering Party in accordance with the provisions on value added tax, the Ordering Party, in order to evaluate such an offer, shall add the value added tax to the price presented therein, which it would be obliged to settle in accordance with these provisions.
5. When submitting an offer, the Contractor shall inform the Ordering Party whether the selection of the offer will lead to the creation of a tax liability for the Ordering Party.
6. In the event of submitting a tender, the selection of which would lead to the creation of a tax liability for the Ordering Party, the Contractor is obliged to:
	1. inform the Ordering Party that the selection of its offer will lead to the creation of a tax liability for the Ordering Party ;
	2. indication of the name (type) of goods or services the delivery or provision of which will lead to the creation of a tax liability;
	3. indication of the value of the goods or services subject to the Ordering Party's tax liability, excluding the tax amount;
	4. indication of the rate of goods and services tax which, according to the Contractor's knowledge, will be applicable.
7. For the purpose of comparing the prices of submitted offers given in USD , GBP or EUR, the Ordering Party will adopt the average NBP exchange rate from the day preceding the submission and opening of offers (according to Table A of the average foreign currency exchange rates available on the website: [https://www.nbp.pl/home.aspx?f=/statystyka/kursy.html )](https://www.nbp.pl/home.aspx?f=/statystyka/kursy.html).

**Chapter XV - Description of the criteria that the Ordering Party will apply when selecting an offer, together with an indication of the importance of these criteria and the method of evaluating the offers.**

1. Bid evaluation criteria and their importance:

**Price for the entire order item** **- 100%**

1. Points awarded for the criterion "Price for the entire subject of the contract" will be calculated according to the following formula:

**C = (C most : C o ) x 100** Where:

C – number of points awarded to a given offer;

C lowest – the lowest price among valid offers;

C o – price given by the Contractor for whom the result is calculated.

 The maximum number of points that the Contractor can obtain in this criterion is 100.

1. All point calculations will be made to two decimal places

(no rounding).

1. The Contractor's offer that obtains the highest number of points will be deemed the most advantageous.
2. If the most advantageous offer cannot be selected due to the fact that two or more offers with the same price have been submitted, the Ordering Party shall call upon the Contractors who submitted these offers to submit additional offers within the time limit set by the Ordering Party.

**Chapter XVI - Information on formalities that must be completed after selecting the offer in order to conclude a public procurement contract.**

1. Before signing the contract, the Contractor should submit:
	1. a copy of the agreement(s) specifying the grounds and principles for jointly applying for the award of a public contract – in the case of a tender submitted by entities acting jointly (i.e. a consortium);
	2. a list of subcontractors with the scope of the tasks entrusted to them, if their participation in the execution of the order is expected.
	3. declaration of non-exclusion – art. 7 sec. 1 of the Act of 13 April 2022 on special solutions for counteracting support for aggression against Ukraine and protecting national security (Journal of Laws of 2024, item 507) – in the case of Contractors jointly applying for the contract, the declaration is submitted by each of them.
2. The selected Contractor is obliged to conclude the contract at the time and place designated by the Ordering Party.

**Chapter XVII - Requirements concerning security for proper performance of the contract.** The Ordering Party does not envisage the necessity to provide security for the proper performance of the contract.

**Chapter XVIII - Sample contract - Appendix No. 2 to the SWZ.**

**Chapter XIX - Information on legal remedies available to the Contractor during the contract award procedure.**

1. Legal protection measures are available to P r e c t e r s , i f i m or had an interest in obtaining the contract and suffered or may suffer

damage as a result of a breach of the provisions of the Public Procurement Law by the Ordering Party .

1. The appeal may be lodged against:
	1. an action by the Ordering Party in breach of the provisions of the Act, undertaken in the contract award procedure , including the proposed provision contracts;
	2. omission to perform an action in the contract award procedure to which the Contracting Authority was obliged under the Public Procurement Law.
2. The appeal shall be lodged with the President of the National Chamber of Appeal in writing or in electronic form or in electronic form with a trusted signature.
3. The parties and participants of the appeal proceedings may lodge a complaint to the court against the judgment of the National Appeal Chamber and the decision of the President of the National Appeal Chamber, referred to in art. 519 sec. 1 of the Public Procurement Law. The complaint shall be lodged with the District Court in Warsaw – the Public Procurement Court through the President of the National Chamber of Appeal.
4. Detailed information on legal remedies is specified in Section IX “Legal remedies” of the Public Procurement Law.

**Chapter XX - General provisions.**

1. The Ordering Party does not allow partial offers because the subject of the order is indivisible.
2. The Ordering Party does not envisage the possibility of concluding a framework agreement.
3. The Ordering Party does not envisage the possibility of awarding an order involving the repetition of similar services on the basis of art. 214 sec. 1 item 7 of the Public Procurement Law.
4. The Ordering Party does not allow the submission of variant offers.
5. Settlements between the Contractor and the Ordering Party will be made in foreign currencies EURO or PLN.
6. The ordering party does not envisage an electronic auction.
7. The Ordering Party does not provide for the reimbursement of costs of participation in the proceedings.
8. The Ordering Party requests the Contractor to indicate in the offer that part of the order, in accordance with the provisions of the Technical Specifications, the performance of which it intends to entrust to subcontractors, as well as to indicate the names (companies) of subcontractors as resources that it calls upon in order to meet the conditions for participation in the proceedings, according to the template constituting Annexes No. 2 and 3 to the offer form, respectively.

**Chapter XXI - Information on the processing of personal data.**

In accordance with Article 13 paragraphs 1 and 2 and Article 14 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter "GDPR") in connection with Article 19 paragraph 1 of the Public Procurement Law, the Jagiellonian University informs that:

1. **The administrator of** your personal data is the Jagiellonian University, ul. Gołębia 24, 31-007 Kraków, represented by the Rector of the Jagiellonian University.
2. **The Jagiellonian University has appointed a Data Protection Officer** , ul. Czapskich 4, 31-110 Kraków, room no. 27. Contact with the Officer is possible by e-mail: iod@uj.edu.pl or by phone: +4812 663 12 25.
3. Your personal data will be processed on the basis of Article 6 paragraph 1 letter c) of the GDPR for the purpose of the public procurement procedure *, case number 80.272.127.2025.*
4. Providing your personal data is a statutory requirement specified in the provisions of the Public Procurement Law related to participation in the public procurement procedure.
5. The consequences of not providing personal data result from the Public Procurement Law.
6. The recipients of your personal data will be persons or entities to whom the documentation of the proceedings will be made available pursuant to Article 18 and Article 74 paragraphs 3 and 4 of the Public Procurement Law, with the provision that the personal data referred to in Article 9 paragraph 1 of the GDPR, collected in the course of the contract award procedure, will not be made available.
7. Your personal data will be stored in accordance with Article 78 section 1 of the Public Procurement Law for a period of at least 4 years from the date of completion of the public procurement procedure or until the expiry of the period for the possibility of controlling the project co-financed or financed from European Union funds or its durability, such project or other agreements or obligations resulting from implemented projects.
8. You have the right to:
	1. pursuant to Article 15 of the GDPR, the right to access your personal data;
	2. pursuant to Article 16 of the GDPR, the right to rectify your personal data;
	3. under Article 18 of the GDPR, the right to request that the controller restrict the processing of personal data,
	4. the right to lodge a complaint with the President of the Personal Data Protection Office if you believe that the processing of your personal data violates the provisions of the GDPR.
9. You do not have the right to:
	1. the right to delete personal data in connection with Article 17 paragraph 3 letters b), d) or e) of the GDPR,
	2. the right to transfer personal data, as referred to in Article 20 of the GDPR,
	3. the right to object to the processing of personal data, as the legal basis for the processing of your personal data is Article 6 paragraph 1 letter c) in connection with Article 21 of the GDPR.
10. **Your personal data, referred to in Article 10 of the GDPR** , may be made available in order to enable the use of legal remedies referred to in Section IX of the Public Procurement Law, until the deadline for their submission expires.
11. The Ordering Party informs that **in relation to your personal data,** decisions will not be made in an automated manner, in accordance with Article 22 of the GDPR.
12. If the performance of the obligations referred to in art. 15 sec. 1-3 of the GDPR, in order to exercise your right referred to in point 8 letter a) above, would require a disproportionately large effort, **the Ordering Party may request that you** provide additional information aimed at specifying the request, in particular the name or date of the initiated or completed public procurement procedure.
13. **Your exercise** of the right referred to in point 8 letter b) above to rectify or supplement your personal data, as referred to in Article 16 of the GDPR, may not result in a change in the outcome of the public procurement procedure, nor a change in the provisions of the contract to an extent inconsistent with the Public Procurement Law, nor may it violate the integrity of the minutes of the public procurement procedure and its annexes.
14. **If you exercise** your right referred to in point 8 letter c) above,consisting ofthe request to limit the processing of data referred to in Article 18 paragraph 1 of the General Regulation does not limit the processing of personal data until the end of the public procurement procedure and also after the proceedings in the event of the occurrence of the circumstances referred to in Article 18 paragraph 2 of the GDPR ( *the right to limit processing does not apply to storage, in order to ensure the use of legal remedies or to protect the rights of another natural or legal person, or for important reasons of public interest of the European Union or a Member State* ).

**Chapter XXII - Annexes to the SWZ**

Annex A – Description of the subject of the contract

Appendix No. 1 – Offer form

Appendix No. 2 – Model contract (draft contract provisions).

## Annex A – Description of the subject of the contract

Qualtrics is a world leader in experience management, collecting and analyzing X-data, offering its services in the Software as a Service model. Solutions developed by Qualtrics allow for effective analysis of large amounts of advanced data collected

during long-term, comprehensive, survey-based academic research. Employees, PhD students and students of the Jagiellonian University will be able to use the service from any computer belonging to the Jagiellonian University network, as well as from outside the university network. Access will be provided through an authentication system, after logging in using university email data.

**Annex No. 1 to SWZ**

# OFFER FORM – Case number 80.272.127.2025

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

*ORDERING PARTY –* **Jagiellonian University**

 **ul. Gołębia 24, 31 – 007 Krakow;**

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

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

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Name (Company) of the Contractor –

……………………………………………………….……………….………………….,

A……………..…………………….…………,

Correspondence address –

…… …………………………………………,

Tel.:...................................;

E-mail: ..........................................;

NIP: ...................................;

REGON:......................................................;

***Data enabling access to documents confirming the authorisation of the person acting on behalf of the Contractor (mark the appropriate box and complete if necessary):***

☐ ***KRS search engine:*** [*https://ekrs.ms.gov.pl/web/wyszukiwarka-krs/strona-glowna/* ***,***](https://ekrs.ms.gov.pl/web/wyszukiwarka-krs/strona-glowna/)

☐ ***browsing CEIDG entries:*** [*https://aplikacja.ceidg.gov.pl/ceidg/ceidg.public.ui/search.aspx* ***,***](https://aplikacja.ceidg.gov.pl/ceidg/ceidg.public.ui/search.aspx)

☐ ***are available in free and publicly accessible databases available at the following Internet address (provide Internet address): https://........................................ ,*** ☐ ***are contained in the document(s) attached to the offer.***

*Referring to the announced procedure conducted in the basic mode without the possibility of negotiations for the selection of the Contractor for the purchase of the network access service to the Qualtrics LLC internet platform for the needs of the Institute of Psychology of the Jagiellonian University , we submit the following offer:*

1. we offer a total price for **the entire subject of the order** for a maximum net amount of ……EURO\* / PLN \*, plus the applicable VAT, which gives a gross amount of ………..(in words ………),
2. we declare that we offer the subject of the order in accordance with the requirements and conditions specified by the Ordering Party in the SWZ and confirm acceptance of the contractual conditions and payment terms contained in the SWZ and in the contract template (draft contract provisions) constituting an annex to the SWZ,
3. we declare that the selection of the offer:

− will not lead to the creation of a tax liability for the Ordering Party in accordance with the provisions on tax on goods and services.\*

− will lead to the creation of a tax liability for the Ordering Party in accordance with the provisions on the tax on goods and services. The above tax liability will apply to N/A

( *Enter the name/type of goods or services that will lead to the creation of a tax liability for the Ordering Party in accordance with the provisions on the tax on goods and services)*covered by the subject of the contract.\*

1. we declare that we consider ourselves bound by this offer for the period indicated in the SWZ,
2. we declare that we have fulfilled the information obligations provided for in Article 13 or Article 14 *of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC* , in relation to natural persons from whom we have directly or indirectly obtained personal data in order to apply for the award of a public contract in this procedure,
3. I declare that I am ( *select from the list - underline* ):

 ▪ micro-enterprise,

 ▪ small business,

 ▪ medium-sized enterprise,

 ▪ sole proprietorship,

 ▪ a natural person not conducting business activity,

 ▪ another kind, LLC

1. in the event of awarding the order, we undertake to conclude the contract at the place and time specified by the Ordering Party,
2. we declare that we have account number no.………….. (fill in if the Contractor is foreign).
3. the person authorized to contact the Ordering Party in the scope of the submitted offer and in matters concerning the possible performance of the contract is: ……….…………….., e-mail:

…………………., tel.: ……………………….. (may be completed optionally),

1. The (foreign) contractor has a bank account number ……………….11) the attachments to this offer form are:

Annex No. 1 – Contractor’s declaration of not being subject to exclusion from the procedure,

Annex No. 2 – price calculation,

Annex No. 3 – list of subcontractors (if applicable), other - ...Notarized Signature Authority.............\*.

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

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

**STATEMENT**

# ON NOT BEING SUBJECT TO EXCLUSION FROM THE PROCEEDINGS

When submitting a bid in the procedure to select a Contractor for the purchase of a network access service to the Qualtrics LLC internet platform for the needs of the Institute of Psychology of the Jagiellonian University:

**I. DECLARATIONS REGARDING THE CONTRACTOR**

1. I declare that I am not subject to exclusion from the proceedings under Article 108 section 1 of the Public Procurement Law.
2. I declare that I am not subject to exclusion from the proceedings under Art. 109 sec. 1 points 1, 4 , 5 and 7 to 10 of the Public Procurement Law.
3. I declare that I am not subject to exclusion under Art. 7 sec. 1 of the Act of 13 April 2022 on special solutions for counteracting support for aggression against Ukraine and protecting national security (Journal of Laws of 2023, item 129), i.e.:
	1. I am not a Contractor listed in the lists specified in Regulation 765/2006 and Regulation 269/2014, nor entered on the list on the basis of a decision on entry on the list deciding on the application of the measure referred to in Art. 1 item 3 of the cited Act;
	2. I am not a Contractor whose beneficial owner within the meaning of the Act of 1 March 2018 on Counteracting Money Laundering and Terrorist Financing (Journal of Laws of 2022, items 593 and 655) is a person listed in the lists specified in Regulation No. 765/2006 and Regulation No. 269/2014 or entered on the list or being such a beneficial owner from 24 February 2022, provided that he or she was entered on the list on the basis of a decision on entry on the list deciding on the application of the measure referred to in Art. 1 item 3 of the cited Act;
	3. I am not a Contractor whose parent entity, within the meaning of art. 3 sec. 1 item 37 of the Act of 29 September 1994 on Accounting (Journal of Laws of 2021, items 217, 2105 and 2106), is an entity listed in the lists specified in Regulation 765/2006 and Regulation 269/2014 or entered on the list or being such a parent entity from 24 February 2022, provided that it was entered on the list on the basis of a decision on entry on the list deciding on the application of the measure referred to in art. 1 item 3 of the cited Act .

I declare that there are grounds for exclusion from the proceedings in relation to me pursuant to art.

……N/A……. of the Public Procurement Law *(specify the applicable grounds for exclusion from those indicated above).* At the same time, I declare that in connection with the above circumstances, pursuant to art. 110 sec. 2 of the Public Procurement Law, I have taken the following remedial measures:

…………N/A……………………………………………………………………………………..………

…………...........…………………………………………….……………………………………………

…

I declare that there are grounds for exclusion from the proceedings in my case pursuant to Art. 7 sec. 1 of the Act of 13 April 2022 on special solutions for counteracting support for aggression against Ukraine and for protecting national security (Journal of Laws of 2024, item 507), *(specify the applicable grounds for exclusion from those indicated above)*

……………………………………………………N/A…………………………………………..………

…………...........…………………………………………….……………………………………………

…

**II. DECLARATION CONCERNING A SUBCONTRACTOR WHOSE RESOURCES ARE**

**NOT RELIED UPON BY THE CONTRACTOR\***

I declare that in relation to the following entity/entities acting as subcontractors: *(provide full name/company name, address, and depending on the entity: NIP/PESEL, KRS/CEiDG)* ,

……N/A………………………………………………………………..…………………………………

….……

there are no grounds for exclusion from the contract award procedure.

## STATEMENT

I declare that in relation to the entity ……N/A………… *(provide full name/company name, address, and depending on the entity: NIP/PESEL, KRS/CEiDG)* there are grounds for exclusion from the proceedings pursuant to art. ……N/A……. of the Public Procurement Law *(specify the applicable grounds for exclusion from those indicated above).* At the same time, I declare that in connection with the above-mentioned circumstance, pursuant to art. 110 sec. 2 of the Public Procurement Law, the following remedial measures have been taken:

……N/A……………………………………………………………………………………..……………

…

I declare that all information provided in the above declarations is current

and true and was presented with full awareness of the consequences of misleading the Ordering Party when presenting the information.

## Appendix no. 2 to the offer form

**This appendix contains a price calculation.**

|  |  |  |  |
| --- | --- | --- | --- |
| **LP**  | **Name of the subject of the order**  | **Net order value**  | **Gross value of the order**  |
| **1.**  | **Qualtrics LLC platform network access service**  |  |  |
|  | **Together:**  |  |  |

**Appendix no. 3 to the offer form**

# STATEMENT (list of subcontractors)

We declare that:

− we entrust\* the following subcontractors with the execution of the following parts (scope) of the order

1. Subcontractor *(provide full name/company, address, and depending on the entity: NIP/PESEL,*

*KRS/CEiDG)*

………………………………………………………………………………………….…………

scope of the order:

.…………………………………………………………………………………………

1. Subcontractor *(provide full name/company, address, and depending on the entity: NIP/PESEL, KRS/CEiDG)*

………………………………………………………………………………………….………… scope of the order:

.…………………………………………………………………………………………

 − we do not entrust\* subcontractors with any part (scope) of the order

(if the Contractor does not cross out any of the above options, the Ordering Party shall consider that it does not entrust subcontractors with the performance of any works covered by this order)

|  |  |
| --- | --- |
| *\*delete as appropriate*   |  |

**Appendix No. 2 to SWZ**

# MATERIAL PROVISIONS OF THE AGREEMENT 80.272.127.2025

Completion date: from the date of awarding the contract, i.e. concluding the contract for one year, with the Ordering Party being granted access to the online platform covered by the subject of the contract no later than 14 days from the date of awarding the contract, i.e. concluding the contract.

The invoice payment deadline is set within 30 days from the date of delivery of a correctly issued invoice, after receipt of the order and signing of the acceptance report without reservations.
The Ordering Party allows for payment in advance as well as partial payments on a monthly or quarterly basis

The invoice should be issued in the following way:Jagiellonian University, 24 Gołębia Street, 31-007 Kraków,NIP: 675-000-22-36, REGON: 000001270and marked with a note for which Contracting Entity the contract was performed.