



INTERNATIONAL INSTITUTE OF MOLECULAR AND CELL BIOLOGY IN WARSAW

CENTRE OF EXCELLENCE IN MOLECULAR BIO-MEDICINE

## TERMS OF REFERENCE

### EQUIPMENT FOR ZEBRAFISH (*Danio rerio*) HUSBANDRY

Case reference: ADZ-23-29/2011

Public procurement procedure for a contract with the value without excess of EU thresholds to be awarded as a public procurement contract **under an open tender procedure**, pursuant to the Public Procurement Act (*Prawo zamówień publicznych*) of 29 January 2004 (Journal of Laws [Dz.U.] 2007, No. 223, item 1655)

Warsaw, 17.11.2011

## **I. THE CONTRACTING AUTHORITY**

International Institute of Molecular and Cell Biology (*Międzynarodowy Instytut Biologii Molekularnej i Komórkowej*), 4 Ks. Trojdena Street, 02-109 Warszawa, Poland  
Ph.: + 48 22 59 70 700, fax: + 48 22 59 70 715, [www.iimcb.gov.pl](http://www.iimcb.gov.pl)

## **II. SUBJECT OF THE CONTRACT**

The subject of the contract is the delivery of the equipment for zebrafish (*Danio rerio*) husbandry to the International Institute of Molecular and Cell Biology, 4 Ks. Trojdena Street, Warsaw, Poland.

CPV: 39.29.88.00-5 aquariums

## **III. DESCRIPTION OF THE SUBJECT OF THE CONTRACT**

1. The contract shall cover the delivery (transport, unloading, handling) of the equipment for zebrafish (*Danio rerio*) husbandry to the site of its installation on the Contracting Authority's premises, installation of the equipment, and providing user training with regard to operation of the equipment.
2. The detailed description of the subject of the contract, along with an itemized list of the required technical parameters, is provided in Enclosure No. 2 to the Terms of Reference - Technical Parameters of the Subject of the Contract.
3. Requirements concerning the subject of the contract:
  - a) Warranty period: at least 24 months,
  - b) Warranty service authorized by the equipment manufacturer, provided on the terms described in Enclosure No. 6 to the Terms of Reference – Draft Agreement,
  - c) Operation manuals in the Polish and/or English language – enclosed with the delivered equipment,
  - d) Technical documentation providing detailed description of the parameters of the equipment offered under the contract (the Contracting Authority shall accept print-outs from the manufacturer's website) accompanied by the photographs of individual pieces of equipment offered,
  - e) The CE "Declaration of Conformity" marking – or another equivalent document, issued by an entity authorized to carry out quality tests, in accordance with the relevant regulations in force in the territory of the EU.

## **IV. GENERAL INFORMATION**

1. No partial bids are allowed.
2. No variant bids are allowed.
3. The Contracting Authority expects that supplementary contracts will be awarded, as specified in Article 67 section 1.7 of the Public Procurement Act (PPA).
4. Pursuant to Article 36 section 4 of the PPA, it is required by the Contracting Authority that the Supplier shall indicate in the Tender Bid the section(s) of the Contract, if any, which the Supplier intends to subcontract.

## **V. CONTRACT DELIVERY DEADLINE**

Until 15<sup>th</sup> of March 2012.

## **VI. CONDITIONS FOR PARTICIPATION IN THE PROCEDURE AND DESCRIPTION OF THE METHOD USED FOR THE EVALUATION OF THE FULFILMENT THEREOF**

1. Suppliers eligible to participate in the tender procedure are those who meet the criteria specified in Article 22 section 1 of the Public Procurement Act (PPA):
  - a. hold necessary qualifications/authorisations to perform specific activities or operations if such qualifications/authorisations are required by law;
  - b. have necessary knowledge and experience (the Supplier must prove at least 3 successful deliveries of similar equipment for zebrafish husbandry (with net value of EUR 10,000 each) including equipment installation and start-up in European research institutes);
  - c. have at their disposal the necessary technical potential and personnel capable of performance under the contract;
  - d. are in an appropriate economic and financial position.
2. The criteria listed above shall be assessed on the basis of the documents and statements, mentioned in clause VIII.1 of the Terms of Reference, submitted by the Supplier, using the "does meet the criteria – does not meet the criteria" formula.

## **VII. FORMAL GROUNDS FOR EXCLUDING SUPPLIERS FROM THE PROCEDURE**

1. Pursuant to Article 24 of the PPA, those to be excluded from the contract award procedure shall be:
  - 1) Suppliers who caused damage by failing to perform a contract or by performing a contract improperly if the damage was ascertained by a court decision which became legally valid in the past 3 years prior to the launch of the procedure;
  - 2) Suppliers against whom a liquidation procedure has been initiated or who have been declared bankrupt, except for those who, upon having been declared bankrupt, entered in a composition agreement with creditors which has been confirmed by a legally valid court decision, provided that such an agreement does not provide for payment to creditors by liquidation of the Supplier's assets;
  - 3) Suppliers who have any overdue liabilities representing taxes, charges, or social security or health insurance contributions, except for those who have obtained an exemption from the overdue payments, as provided by law, or except if these payments have been deferred or broken up into instalments or if the enforcement of the decision of the relevant authority has been suspended in its entirety;
  - 4) Suppliers who have been validly sentenced for an offence committed in connection with a contract award procedure, an offence against the rights of people performing paid work, an environmental offence, an offence of bribery, an offence which represents business crime, or any other offence committed with the objective of financial gain, or for any tax offence or an offence of participation in an organized crime group or an association aimed at committing an offence or a tax offence (natural persons, partners in a registered partnership, partners or management board members in professional partnership companies, general partners in limited partnerships and limited joint-stock partnerships, active members of the managing body of a legal entity);
  - 5) Collective entities, with respect to whom a court has issued a decision prohibiting them from competing for contracts under the provisions concerning liability of collective entities for offences carrying liability to penalty;
  - 6) Suppliers who directly performed actions in connection with the preparation of this procedure or, while preparing the tender bid, used persons who participated in performing those actions, unless the participation of these Suppliers in the procedure shall not distort fair competition;

- 7) Suppliers who refused to agree on an extension of the period during which they will be bound by the tender bid;
  - 8) Suppliers who submitted untrue information which has or may have an impact on the results of this procedure;
  - 9) Suppliers who failed to prove they fulfil the procedure eligibility conditions.
2. In order to prove lack of grounds for exclusion, the Supplier shall have an obligation to enclose with its tender bid the document and statement mentioned under item VIII.2. of the Terms of Reference.

## **VIII. LIST OF STATEMENTS AND DOCUMENTS TO BE SUBMITTED BY SUPPLIERS**

1. **In order to confirm that they fulfil the conditions for participating in the contract award procedure, Suppliers have to enclose with their tender bid the following documents and statements:**
  - 1) Eligibility statement concerning compliance with eligibility criteria specified in Article 22 section 1 of the PPA (sample copy attached as Enclosure no. 3 to the Terms of Reference);
  - 2) List of deliveries or services provided and, in the case of periodic or continuous supplies or services, also a list of ongoing supplies or services within the scope necessary to prove that the knowledge and experience criteria are met, provided within the period of past three years prior to the bid submission deadline or, if the duration of economic operations is shorter, during that period – including information on the type, value, date and place of execution and the name of the client, and enclosing documents attesting that these deliveries were provided or are being provided properly (sample copy attached as Enclosure 5 to the Terms of Reference).
2. **In order to prove lack of grounds for exclusion, the Supplier has an obligation to enclose with its tender bid the following documents and statements:**
  - 1) Statement that there are no grounds for exclusion from participation in the procedure (sample copy attached as Enclosure no. 4 to the Terms of Reference);
3. **Other statements/documents to be enclosed with the tender bid:**
  - 1) Technical documentation from the manufacturer of the offered equipment (eg. original catalogue) and manufacturer's documentation confirming that the technical parameters declared in Enclosure No. 2 to the Terms of Reference are met along with the photographs of individual pieces of equipment offered,
  - 2) Service authorization document issued by the equipment manufacturer.

## **IX. FORMAL REQUIREMENTS CONCERNING THE DOCUMENTS SUBMITTED**

1. All documents shall be submitted in the form of originals or copies authenticated as to their conformity to the original by persons authorised to represent the Supplier.
2. Should a copy submitted by the Supplier be illegible or should it raise any doubts as to its authenticity, the Contracting Authority may request that either the original or a notarized copy be presented.
3. All documents drawn up in a foreign language must be submitted along with their Polish translation (except for documents drawn up in English).
4. If the Supplier is represented by a proxy, a relevant Power of Attorney must be attached to the tender bid, defining the scope of powers, and the Power of Attorney

must be signed by persons authorized to represent the Supplier. If a copy of the Power of Attorney is attached, its conformity to the original must be confirmed by the person who granted the power of attorney.

5. If the Suppliers are applying together for contract award procedure, the documents listed in paragraph VIII.2 must submit each of the Contractors. Documents mentioned in VIII.1 Terms of Reference, the Contractor shall submit together.

**X. INFORMATION ON COMMUNICATION BETWEEN THE CONTRACTING AUTHORITY AND THE SUPPLIERS AND TRANSFER OF DECLARATIONS AND DOCUMENTS, AS WELL AS A LIST OF PERSONS AUTHORIZED TO COMMUNICATE WITH THE SUPPLIERS**

1. Pursuant to Article 27 of the PPA, any statements, applications, notifications and information between the Contracting Authority and the Suppliers shall be exchanged in writing.
2. Any statements, applications, notifications and information sent by fax or e-mail shall be considered timely delivered if their content has reached the addressee before the deadline. Each of the parties shall - at the request of the other party - immediately confirm the receipt thereof.
3. All correspondence shall be marked with the case reference number and delivered to:
  - a) the e-mail address: [przetargi@iimcb.gov.pl](mailto:przetargi@iimcb.gov.pl), if sent by e-mail;
  - b) to the fax no. +48 22 59 70 715, if sent by fax;
  - c) or, if sent in writing, to the International Institute of Molecular and Cell Biology (*Międzynarodowy Instytut Biologii Molekularnej i Komórkowej*), 4 Ks. Trojdena Street, 02-109 Warsaw, Poland.
4. Persons authorized to communicate with the Suppliers:
  - in substantive matters – Dr. Marta Miączyńska, - ph.: +48 22 59 70 725,
  - in formal matters – Agnieszka Karbowska, - ph.: +48 22 59 70 703.

**XI. TENDER BOND REQUIREMENTS.**

1. The Contracting Authority does not require a tender bond.

**XII. TIME LIMIT FOR BEING BOUND BY THE TENDER BID:**

1. The Supplier shall be bound by the tender bid for a period of 30 days, starting from the day when the bid submission deadline expires.
2. The Supplier may on its own or at the request of the Contracting Authority extend the term of the bid.

**XIII. HOW TO PREPARE TENDER BIDS:**

1. The contents of the submitted tender bid must conform to these Terms of Reference. The Supplier has the right to submit only one tender bid for the subject of the contract.
2. To be valid, the tender bid must be submitted in writing, in the Polish language. The Contracting Authority allows the tender bid and/or other documents to be submitted in the English language.
3. No electronic tender bids are allowed.
4. The tender bid form and all required forms, statements and other documents enclosed therewith must be signed by the person(s) authorized to represent the Supplier in business transactions, in accordance with registration documents and statutory requirements.
5. If the bid and the appendices thereto are signed by a representative of the Supplier acting under a power of attorney, the relevant power of attorney document should be

enclosed. The power of attorney must contain a clause authorizing its holder to represent the Supplier in the tender procedure, or to both represent the Supplier in the tender procedure and enter into the contract.

6. Any amendments or changes to the contents of the tender bid must be signed by persons authorized to represent the Supplier.
7. The Supplier may stipulate that any part of the tender bid which contains business secrets in the meaning of the regulations on counteracting unfair competition shall be kept confidential.
8. Should such a stipulation be made, it is recommended that the confidential part of the tender bid be placed in a separate envelope marked as "*Informacje zastrzeżone jako tajemnica przedsiębiorstwa*" ("*Confidential information representing business secrets*").
9. All the documents representing the tender bid shall be permanently bound/stapled together.
10. The bid shall be submitted in a non-transparent envelope, which should be addressed to the Contracting Authority and marked as follows:  
"Znak sprawy [Case reference no.]: ADZ-23-29/2011  
*Oferta przetargowa na dostawę wyposażenia stanowiska do hodowli ryb Danio rerio [Tender bid for the delivery of equipment for zebrafish (Danio rerio) husbandry],*  
and with the name and address of the Supplier provided.
11. The Supplier may change the contents of or withdraw the bid before the bid submission deadline.

#### **XIV. PLACE AND DATE OF TENDER BID SUBMISSION AND OPENING OF TENDER BIDS**

1. Tender bids shall be submitted at the registered office of the Contracting Authority (Building D, room 004).
2. The bid submission deadline shall expire on **07 December 2011 at 14:00 o'clock**.
3. Bids received by the Contracting Authority after the deadline shall be returned to the bidders unopened, after the expiry of the time limit for lodging a protest.
4. The tender bids shall be opened during a meeting on **07 December 2011 at 14:30 o'clock**, at the registered office of the Contracting Authority, room 003.
5. The bid opening session shall be open to the public.
6. Directly before the opening of the bids, the Contracting Authority shall announce the information on the amount it intends to offer to finance the contract.
7. During the bid opening session, the names and addresses of Suppliers shall be read out, along with the information concerning the price, time limit for the completion of the contract, warranty period and terms of payment, included in the tender bids. All these data shall be immediately recorded in the minutes of the tender procedure.
8. The information, referred to under item 7 shall be sent to Suppliers who were absent during the opening of tenders, upon their request.

#### **XV. DESCRIPTION OF TENDER PRICE CALCULATION METHOD**

1. The Supplier has an obligation to calculate the price of the tender bid, taking into account all the requirements of the Contracting Authority specified in the Terms of Reference.
2. The price quoted in the tender bid must fully cover all the costs related to performance under the contract, i.e., specifically costs of transport to the site designated by the Contracting Authority, and costs of installation, start up and training.

3. The tender bid must provide the net price and the gross price, as well as the amount of VAT. In case of Suppliers with the registered office, permanent operations facility or permanent address of residence outside the territory of the Republic of Poland, the Contracting Authority requires providing the net price only.
4. The prices quoted in the form should be calculated with the accuracy of two decimal places.
5. Any settlements between the Contracting Authority and the Supplier shall be made in the euro currency (**EUR**).
6. For Suppliers with the registered office, permanent operations facility or permanent address of residence outside the territory of the Republic of Poland, the Contracting Authority shall increase the tender price by adding to it the amount of VAT applicable under Polish tax regulations and customs duties, if applicable – for the sole purpose of bid comparison and assessment.
7. In the case of a tender bid containing computational mistakes with regard to price calculation, which may not be corrected under Article 87 section 2 of the PPA, or price calculation errors, the tender bid shall be rejected.

#### **XVI. BID ASSESSMENT CRITERIA.**

1. The Contracting Authority shall make an assessment of the tender bids on the basis of their meeting the conditions described in the Terms of Reference.
2. Tender bids submitted by Suppliers not excluded from the tender and not rejected shall be evaluated using the following criteria:

- 1) Bid price 65 %
- 2) Technical parameters 35 %

#### **3. Criterion 1 – Gross bid price**

Points for the price of the tender bid shall be calculated according to the following formula:

$$C = \frac{\textit{price of the best bid}}{\textit{price of the bid under assessment}} \times 100 \textit{ pkt} \times 65\%$$

#### **4. Criterion 2- Technical parameters**

The score for technical parameters shall be calculated as the product of the number of points in the range of 100-160 points (based on the description of the technical parameters offered, in accordance with the description in Enclosure No.2 to the Terms of Reference) multiplied by 35% (weight of Criterion 2).

5. The tender bid deemed to be the best offer shall be the bid which will obtain the highest number of points.

#### **XVII. INFORMATION ON FORMALITIES TO BE COMPLETED AFTER THE SELECTION OF THE WINNING BID IN ORDER TO EXECUTE A CONTRACT UNDER PUBLIC PROCUREMENT PROCEDURE**

1. Immediately after the selection of the best tender bid, the Contracting Authority shall notify the Suppliers who submitted their bids of:
  - a) the selection of the best bid, providing the name, registered office and address of the selected Supplier, along with the justification of the selection made, as well as the company names, registered offices and addresses of the remaining Suppliers who submitted their bids, along with a summary of bid assessment and the comparison of tender bids with regard to each of the assessment criteria, including

- the number of points awarded to each bid on each criterion and the total number of points awarded;
  - b) the Suppliers whose tender bids have been rejected, providing factual and legal justification thereof;
  - c) the Suppliers who have been excluded from the tender procedure, providing factual and legal justification thereof,
  - d) the term, as defined under Article 94 section 1 or 2 of the PPA, after which the agreement on public procurement contract may be concluded.
2. Contract with the selected Supplier shall be signed within not less than 5 days from the date of the notification of the bid selection, and no later than before the expiry of the period of being bound by the bid.
  3. Should the Supplier whose bid was selected evade to enter into a contract under public procurement proceedings, the Contracting Authority may select the best bid from among the remaining bids, unless there are circumstances mentioned in Article 93 section 1 of the Act.

#### **XVIII. MATERIAL PROVISIONS OF THE CONTRACT**

1. Material provisions of the contract are provided in the draft agreement which represents Enclosure No. 6 to the Terms of Reference.
2. Pursuant to Article 144 section 1 of the PPA the Contracting Authority allows the possibility to make changes to the contents of the agreement with regard to the contents of the tender bid, which provided the basis for the selection of the Supplier, in the case of:
  - a) a circumstance, impossible to be foreseen at the time of entering into the contract or a force majeure event preventing timely performance under the contract – the contract completion deadline may be amended, accordingly (following agreement between the parties);
  - b) a justified need to use/replace parts/devices related to performance under the contract, lack of which would make correct performance under the contract impossible – a change to relevant contract terms may be allowed (following agreement between the parties).

#### **XIX. INFORMATION ON LEGAL PROTECTION MEASURES AVAILABLE TO THE SUPPLIER IN THE COURSE OF THE TENDER AWARD PROCEDURE**

Suppliers whose legal interest in being awarded the contract was or may be compromised as a result of the breach by the Contracting Authority of the provisions of the Public Procurement Act of 29 January 2004 (as amended on 7 April 2006) shall have the right to appeal, as provided for in the aforementioned Act.

#### **XX. OTHER PROVISIONS**

1. In matters not regulated in these Terms of Reference, the applicable regulations shall be those of the Public Procurement Act and the Civil Code.

#### **XXI. LIST OF ENCLOSURES**

- Enclosure No. 1 – Tender Bid Form
- Enclosure No. 2 – Technical parameters
- Enclosure No. 3 – Supplier's Eligibility Statement re: fulfilment of eligibility conditions
- Enclosure No. 4 – Supplier's Eligibility Statement re: lack of reasons for exclusion from the award procedure
- Appendix No. 5 – List of Past Contracts/Deliveries

Appendix No. 6 – Draft Agreement

APPROVED BY:

.....  
*Date and Signature of the Management*

.....  
(Supplier's stamp)

....., .....  
(Place and date)

### TENDER BID FORM

Supplier's Name: .....  
Address: .....  
NIP (Tax ID Number): .....  
Telephone: ..... Fax: .....  
E-mail: .....  
Contact person:.....

In response to the announcement concerning public procurement procedure for the delivery of **the equipment for zebrafish (*Danio rerio*) husbandry, case reference no.: ADZ-23-29/2011** we submit hereby our tender bid:

1. **Bid price (exclusive of VAT): EUR .....**  
(amount in words: .....)  
\* Applicable VAT (....%) : ..... \*  
\* **Total bid price (inclusive of VAT): EUR .....** \*  
(amount in words: .....)\*

\*) not applicable for Suppliers from outside the territory of the Republic of Poland

2. Delivery deadline for the public procurement contract awarded under this procedure:  
.....

3. Warranty period: ..... months.

4. Terms of payment: the payment shall be made by bank transfer to the Supplier's account based on an issued invoice, as indicated in the following installments:
- 50% of the value of the subject after signing the contract, within 14 days from the date of signing the contract,
  - 20% of the value of the subject hereof after complete delivery of the equipment, within 14 days from the date of signing the delivery protocol,
  - 30% of the value of the subject hereof after the installation, training and signing the final acceptance protocol, within 14 days from the date of signing the protocol.

1. We declare that we know the requirements specified in the Terms of Reference and that we have received all information necessary to prepare our tender bid and accept these conditions without any objections.
2. We accept the period through which we shall be bound by this tender bid to be 30 days, as indicated in the Terms of Reference.
3. Should our tender bid be accepted, we undertake to enter into a contract on the terms stipulated in the Terms of Reference, at the place and date indicated by the Contracting Authority.

4. List of documents which make an integral part of this tender bid:
  - 1) Tender Bid Form,
  - 2) Technical Specification of the Subject of the Contract,
  - 3) Power of attorney to represent the Supplier in the tender procedure (if applicable),
  - 4) Eligibility Statement concerning the fulfilment of procedure eligibility conditions (Enclosure No. 3 to the Terms of Reference)
  - 5) List of past contracts/deliveries, with enclosures confirming due performance thereunder (Enclosure no. 5 to the Terms of Reference),
  - 6) Supplier's Eligibility Statement concerning lack of reasons for exclusion from the award procedure (Enclosure No. 4 to the Terms of Reference),
  - 7) Service authorization document issued by the equipment manufacturer,
  - 8) Catalogue/technical documentation with the photographs of individual pieces of equipment offered,,
  - 9) CE conformity mark/ other document (specify) .....
  - 10) Other .....

We submit our complete tender bid on ..... consecutively numbered pages.

.....  
*Signature of an authorized representative  
of the Supplier*

Case reference: ADZ-23-29/2011

**TECHNICAL SPECIFICATION OF THE SUBJECT OF THE CONTRACT**

The contract covers the delivery of the **equipment for zebrafish (*Danio rerio*) husbandry**, consisting of water treatment plant (1 piece), rack for zebrafish housing containers with its own filtration unit (quarantine) (1 piece), rack for zebrafish housing containers (5 pieces) with its own or central filtration unit (optionally), system for breeding/hatching of the shellfish Artemia (1 piece), wear parts needed for the regular operation of the equipment during the warranty time, plastic containers for fish housing (1 set) and nets to trap fish in containers (1 set).

**TABLE A**

<b>ITEM</b>	<b>PARAMETER/FEATURE</b>	<b>REQUIREMENTS (YES/NO)</b>	<b>OFERED PARAMETER/ FEATURE (DETAILED DESCRIPTION)</b>
<b><i>MINIMUM REQUIREMENTS</i></b>			
<b>I.</b>	<b>WATER TREATMENT PLANT FOR FISH (<i>DANIO RERIO</i>) HUSBANDRY (1 PIECE)</b>		
1.	Water treatment plant based on reverse osmosis to remove chlorides, iron and other impurities from tap water	YES	
2.	Water treatment plant automatically enriching purified water in salts and minerals that are required for the proper development of fish ( <i>Danio rerio</i> ) and adjusting the pH to the level of 7-7.5 units and the conductivity to 700-750 $\mu$ S	YES	
3.	Water treatment plant powered by 220-230V	YES	
4.	Performance sufficient to exchange daily 25% water in 11 racks with parameters described under paragraph III.1 below	YES	
5.	Possibility of connecting and supplying in purified/adjusted water one rack with its own filtration unit (quarantine) and ten racks for <i>Danio rerio</i> husbandry (with individual filters or a central filtration unit)	YES	
6.	Water treatment plant controlled by a microprocessor	YES	
7.	An indicator of the working parameters – the reading of the following parameters of the adjusted water is required: - pH - temperature - conductivity	YES	
8.	Signaling of system malfunctions (alarms for upper and lower values)	YES	
9.	Low noise level (maximal 60dB)	YES	

10.	Easy access to filters and their easy replacement	YES	
11.	Easy access to water containers and their easy cleaning	YES	
12.	Electrical components resistant to high air humidity	YES	
13.	All necessary wear parts needed for the regular operation for the duration of the warrantee (including a set of filters)	YES <i>(to be listed)</i>	
<b>II.</b>	<b>RACK FOR ZEBRAFISH HOUSING CONTAINERS WITH ITS OWN FILTRATION UNIT – QUARANTINE (1 PIECE)</b>		
1.	Rack with an integrated filtration unit	YES	
2.	Rack powered by 220V-230V	YES	
3.	Dimensions of the rack: no larger than 60cm (depth), 170cm (width), 240cm (height); a minimum of 4 shelves with space for a minimum of 32 containers with a capacity of 1.4-2.9 l each	YES <i>(dimensions to be specified)</i>	
4.	Frontal position of the drippers.  In the case of racks having drippers at the back and being equipped with adapted containers for mouse housing - the distance between the shelves should be no less than 27cm	YES	
5.	Signaling of system malfunctions (alarms for upper and lower values)	YES	
6.	Rack/filtration unit fitted with indicators of: pH, temperature and conductivity of the water	YES	
7.	Rack/filtration unit with built-in thermostated heater maintaining water temperature at 28°C ± 1°C	YES	
8.	Rack/filtration unit fitted with a pump maintaining water circulation	YES	
9.	Rack/filtration unit fitted with a UV lamp for water sterilization with a minimal efficiency of 75000 mWs/cm <sup>2</sup>	YES	
10.	Automatic exchange of 10-25% of the water per day	YES	
11.	Easy regulation of the water flow in the rack (possibility to cut-off water supply for each container and each shelf without disturbing the work of other parts of the system).	YES	
12.	Drain valve for easy draining of water from the rack and the filtration unit	YES	
13.	All necessary wear parts needed for the regular operation for the duration of the warrantee (including a set of filters)	YES <i>(to be listed)</i>	
<b>III.</b>	<b>RACK FOR ZEBRAFISH HOUSING CONTAINERS (5 PIECES) WITH AN ALTERNATIVE: OPTION 1 – WITH ITS OWN FILTRATION UNIT, OR OPTION 2 – WITH A CENTRAL FILTRATION UNIT</b>		

<b>OPTION 1</b>			
<b>III.1.</b>	<b>RACK FOR FISH (<i>DANIO RERIO</i>) HOUSING CONTAINERS WITH ITS OWN FILTRATION UNIT (5 PIECES)</b>		
1.	Rack powered by 220V-230V	YES	
2.	Dimensions of the rack no larger than 90cm (depth), 170cm (width), 240cm (height), a minimum of 4 shelves with space for a minimum of 32 containers with a capacity of 1.4-2.9 l each	YES <i>(dimensions to be specified)</i>	
3.	Frontal position of the drippers.  In the case of racks having drippers at the back and being equipped with adapted containers for mouse housing - the distance between the shelves should be no less than 27cm	YES	
4.	Signaling of system malfunctions (alarms for upper and lower values)	YES	
5.	Rack/filtration unit fitted with indicators of: pH, temperature and conductivity of the water	YES	
6.	Rack/filtration unit with built-in thermostated heater maintaining water temperature at 28°C ± 1°C	YES	
7.	Rack/filtration unit fitted with a pump maintaining water circulation	YES	
8.	Rack/filtration unit fitted with a UV lamp for water sterilization with a minimal efficiency of 75000 mWs/cm <sup>2</sup>	YES	
9.	Automatic exchange of 10-25% of the water per day	YES	
10.	Easy regulation of the water flow in the rack (possibility to cut-off water supply for each container and each shelf without disturbing the work of other parts of the system).	YES	
11.	Drain valve for easy draining of water from the rack and the filtration unit	YES	
12.	All necessary wear parts needed for the regular operation for the duration of the warranty (including a set of filters)	YES <i>(to be listed)</i>	
	<b>OPTION 2</b>		
<b>III.2.</b>	<b>RACK FOR ZEBRAFISH HOUSING CONTAINERS (5 PIECES) WITH A CENTRAL FILTRATION UNIT (1 PIECE):</b>		
	<b>1. Rack for zebrafish housing containers - 5 pieces</b>		
1.	Rack powered by 220V-230V	YES	
2.	Dimensions of the rack no larger than 90cm (depth), 170cm (width), 240cm (height), a minimum of 4 shelves with space for a minimum of 32 containers with a capacity of 1.4-2.9 l each	YES <i>(dimensions to be specified)</i>	

3.	Frontal position of the drippers.  In the case of racks, having drippers at the back and being equipped with adapted containers for mouse housing - the distance between the shelves should be no less than 27cm	YES	
4.	Automatic exchange of 10-25% of the water per day	YES	
5.	Easy regulation of the water flow in the rack (possibility to cut-off water supply for each container and each shelf without disturbing the work of other parts of the system).	YES	
6.	Drain valve for easy draining of water from the rack	YES	
7.	All necessary wear parts needed for the regular operation for the duration of the warrantee (including a set of filters)	YES <i>(to be listed)</i>	
<b>2. Central filtration unit (1 piece)</b>			
8.	Powered by 220-230V	YES	
9.	Dimensions of the central filtration unit no larger than 60cm (depth), 170cm (width), 240cm (height)	YES <i>(dimensions to be specified)</i>	
10.	Performance of the unit ensuring proper work for at least 6 racks with housing containers	YES	
11.	Signaling of system malfunctions (alarms for upper and lower values)	YES	
12.	Fitted with indicators: pH, temperature, conductivity of the water	YES	
13.	Built-in thermostated heater keeping water temperature at $28^{\circ}\text{C} \pm 1^{\circ}\text{C}$ )	YES	
14.	Fitted with a pump maintaining water circulation	YES	
15.	Fitted with a UV lamp for water sterilization with a minimal efficiency of $75000 \text{ mWs/cm}^2$	YES	
16.	Drain valve for easy draining of water from the filtration unit		
17.	All necessary wear parts needed for the regular operation for the duration of the warrantee (including a set of filters)	YES <i>(to be listed)</i>	
<b>IV.</b>	<b>PLASTIC CONTAINERS FOR FISH (<i>DANIO RERIO</i>) HOUSING (1 SET)</b>		
1.	Identical medium-sized containers with a capacity ranging from 1.4 l to 2.9 l, filling all 6 racks in 50%	YES <i>(state the volume and the number of offered containers)</i>	
2.	Large containers with a capacity exceeding 3.0 l, filling all 6 racks in 50%	YES <i>(state the</i>	

		<i>volume and the number of offered containers)</i>	
3.	Containers with lids and water outlets	YES	
4.	The water outlets must be secure and suited for the larval, juvenile and adult stages of the <i>Danio</i> fish.	YES	
5.	Containers and lids washable in a dishwasher	YES	
6.	Containers and lids suitable for disinfection	YES	
<b>V.</b>	<b>SYSTEM FOR BREEDING/HATCHING OF THE SHELLFISH ARTEMIA (1 PIECE)</b>		
1.	Conical container with a volume of 30 l ± 20 l with the valve at the bottom	YES	
2.	Container made of transparent plastic, not rough and impact resistant	YES	
3.	Weight of the empty container not exceeding 5 kg	YES	
4.	Container holder (stand)	YES	
5.	A pump for an aeration of the Artemia culture	YES	
6.	Thermostated heater maintaining water temperature at 28°C ± 1°C	YES	
<b>VI.</b>	<b>SOFT NETS TO TRAP FISH (<i>DANIO RERIO</i>) IN CONTAINERS OF DIFFERENT VOLUMES</b>		
1.	Nets to trap fish in small containers with a capacity below 1.4 l (6 pieces)	YES	
2.	Nets to trap fish in medium containers with a capacity of 1.4-2.9 l (6 pieces)	YES	
3.	Nets to trap fish in large containers with a capacity exceeding 3.0 l (6 pieces)	YES	
4.	All nets should be designed to capture juvenile (above 5 mm) and adult forms of fish	YES	
5.	Nets easy to clean	YES	
6.	Nets suitable for sterilization	YES	
<b>Points awarded for meeting the minimum requirements</b>			<b>100 pts.</b>

**TABLE B**

<b>ITEM</b>	<b>PARAMETER/FEATURE</b>	<b>EXTRA POINTS</b>	<b>OFERED PARAMETER/ FEATURE (DETAILED DESCRIPTION)</b>
<b><i>EXTRA POINTED REQUIREMENTS/PARAMETERS</i></b>			
<b>I.</b>	<b>WATER TREATMENT PLANT (1 PIECE)</b>		

1.	Possibility to bleed/drain treated water (bleed tap)	2 pts	
2.	SMS or/and internet notification of system irregularities during operation of the water treatment plant	2 pts	
3.	An electronic system for archiving the water parameters: - pH - conductivity - temperature - others	1 pt	
<b>II.</b>	<b>RACK FOR ZEBRAFISH HOUSING CONTAINERS WITH ITS OWN FILTRATION UNIT – QUARANTINE (1 PIECE)</b>		
1.	Monitoring of additional water parameters: - concentration of nitrites and nitrates	2 pts	
2.	SMS or/and internet notification of system irregularities during operation	2 pts	
3.	An electronic system for archiving the water parameters: - pH - conductivity - temperature - other	1 pt	
4.	Rack equipped with LED lighting	1 pt	
<b>III.1.</b>	<b>RACK FOR ZEBRAFISH HOUSING CONTAINERS WITH ITS OWN FILTRATION UNIT (5 PIECES) - IN CASE OF OPTION 1</b>		
1.	Rack with its own filtration unit (1 point for each rack/unit)	Up to 5 pts	
2.	Monitoring of additional water parameters: - The concentration of nitrites and nitrates (2 points for each rack/unit)	Up to 10 pts	
3.	SMS or/and internet notification of system irregularities during operation (2 points for each rack/unit)	Up to 10 pts	
4.	An electronic system for archiving of the water parameters: - pH - conductivity - temperature - other (1 point for each rack/unit)	Up to 5 pts	
5.	Rack equipped with LED lighting (1 point for each rack)	Up to 5 pts	
6.	Racks having 5 or 6 shelves, each fitting 8 housing containers with a capacity of 1.4-2.9 l (1 point for each shelf, maximum 10 points)	Up to 10 pts	

<b>III.2.</b>	<b>RACK FOR ZEBRAFISH HOUSING CONTAINERS (5 PIECES) WITH A CENTRAL FILTRATION UNIT (1 PIECE) - IN CASE OF OPTION 2</b>		
1.	Performance of the central filtration unit ensuring correct operation of more than 6 racks for fish (1 point for the ability to connect each 2 additional racks, maximum 2 points).	Up to 2 pts	
2.	Monitoring of additional water parameters: - The concentration of nitrites and nitrates	2 pts	
3.	SMS or/and internet notification of system irregularities during operation	2 pts	
4.	An electronic system for archiving of the water parameters: - pH - conductivity - temperature - other	1 pt	
5.	Rack equipped with LED lighting (1 point for each rack)	Up to 5 pts	
6.	Racks having 5 or 6 shelves, each fitting 8 housing containers with a capacity of 1.4-2.9 l (1 point for each shelf, maximum 10 points)	Up to 10 pts	
<b>IV.</b>	<b>SYSTEM FOR BREEDING/HATCHING OF THE SHELLFISH ARTEMIA (1 PIECE)</b>		
1.	Artemia breeding/hatching system equipped with LED light	2 pts	
<b>V.</b>	<b>ADDITIONAL WARRANTY</b>		
1.	additional 1 year of warranty (1 point per year, maximum 2 points)	Up to 2 pts	
<b>Points awarded for meeting extra pointed requirements 60 pts. (option 1) or 37 pts. (option 2)</b>			

Failure to meet the requirements/parameters determined in the "Minimum requirements" table (Table A) shall result in rejection of the bid, pursuant to Article 89 section 2 of the Public Procurement Act, as a bid which failed to meet the requirements of the Terms of Reference. Points awarded for meeting minimum requirements - 100 pts.

Parameters/requirements specified in Table B shall result in being awarded **extra points**:

in case option 1 - max. 60 pts.

in case option 2 - max. 37 pts.

.....  
*Signature of an authorized  
representative of the Supplier*

.....  
*Supplier's stamp*

**ELIGIBILITY STATEMENT  
concerning the fulfilment of procedure eligibility conditions**

Submitting hereby our bid in a public procurement procedure, case reference **ADZ-23-29/2011**, we declare that under the provisions of Article of the Public Procurement Act:

1. We are authorised to perform specific activities or actions required to perform under the contract, if such authorisations are required by law ,
2. We have the necessary expertise and experience\*/ our subcontractor participating in the contract, ..... (Subcontractor's name), has the necessary expertise and experience required to perform under the contract; we enclose with this statement a written commitment of the aforementioned entity that they will participate in the performance of the contract, \*
3. We have at our disposal the technical potential and personnel capable of performance under the contract,
4. We are in a financial and economic position which ensures contract performance.

\* delete inappropriate information

*Date and the Supplier's signature*

.....

.....  
*Supplier's stamp*

**SUPPLIER'S ELIGIBILITY STATEMENT**  
**concerning lack of reasons for exclusion from the award procedure under Art. 24 of the**  
**Public Procurement Act**

Submitting hereby our bid in a public procurement tender,  
case reference: **ADZ-23-29/2011**, we declare that we are not liable to exclusion from the  
award procedure under Art. 24 of the Public Procurement Act and, specifically, that:

- we did not cause any damage by non-performance or inadequate performance under a contract, and no legally valid decision ascertaining such damage was issued by any court in the past 3 years prior to the launch of this procedure;
- no winding up procedure has been started against us and we have not been declared bankrupt\*/ upon having been declared bankrupt we have entered in a composition with creditors which has been confirmed by a legally valid court decision and such an agreement does not provide for payment to creditors by liquidation of our assets\*;
- we do not have any overdue liabilities representing any taxes, charges, or social security or health insurance contributions\*/ we have overdue liabilities representing taxes, charges, or social security or health insurance contributions but we have legally obtained an exemption from the overdue payments, or these payments have been deferred or broken up into instalments, or the enforcement of the decision of the relevant authority has been suspended in its entirety\*;
- we have not been validly sentenced for an offence committed in connection with a contract award procedure, an offence against the rights of people performing paid work, an environmental offence, an offence of bribery, an offence which represents business crime, or any other offence committed with the objective of financial gain, nor for any tax offence or an offence of participation in an organized crime group or an association aimed at committing an offence or a tax offence (natural persons, partners in a registered partnership, partners or management board members in professional partnership companies, general partners in limited partnerships and limited joint-stock partnerships, active members of the managing body of a legal entity);
- we are a collective entity, with respect to whom a court has issued a decision prohibiting them from competing for contracts under the provisions concerning liability of collective entities for offences carrying liability to penalty;
- we did not directly perform actions in connection with the preparation of this procedure or, while preparing the tender bid, we did not use persons who participated in performing those actions\*/ we directly performed actions in connection with the preparation of this procedure or, while preparing the tender bid, we used persons who participated in performing those actions, however, our participation in the procedure shall not distort fair competition, and we enclose hereto a written detailed explanation of this situation;\*;
- all the information submitted by ourselves, which has or may have an impact on the results of this procedure, is true.

\* delete inappropriate information

*Date and the Supplier's signature*

Case reference: ADZ-23-29/2011

**LIST OF PAST CONTRACTS/DELIVERIES**

<b>Item</b>	<b>Name and address of the Client</b>	<b>Subject of the contract</b>	<b>Contract value (exclusive of VAT) in EUR</b>	<b>Delivery/completion date (month and year)</b>
<b>1.</b>				
<b>2.</b>				
<b>3.</b>				

Enclosed: documents certifying due performance/delivery under the contracts listed above.

.....  
*Date and the Supplier's signature*

**AGREEMENT (draft)**

entered into on this .....day of ..... by and between:

the International Institute of Molecular and Cell Biology (*Międzynarodowy Instytut Biologii Molekularnej i Komórkowej*) in Warsaw, Ul. Księcia Trojdena 4, Poland

NIP (Tax ID Number): 526-22-78-704

represented by:

1. Jacek Kuźnicki – Institute Director,
2. Hanna Iwaniukowicz – Chief Accountant

hereinafter "the Client"

and

.....,

a company with registered office in ....., postcode .....,

street address: .....

NIP (Tax ID Number): .....

represented by:

1. ....
2. ....

hereinafter "the Supplier".

in an open tender carried out under public procurement proceedings no. ADZ-23-29/2011 for the delivery of the **equipment for zebrafish (*Danio rerio*) husbandry**, under the provisions of the Act of 29 January 2004 – the Public Procurement Act (*Prawo zamówień publicznych*), with the content as follows:

**§1 Subject of the Agreement**

1. The subject of this Agreement shall be the contract for the **equipment for zebrafish (*Danio rerio*) husbandry**, in accordance with the Supplier's bid submitted under procurement proceedings.
2. The detailed scope of the delivery and the description of the equipment to be delivered is provided in the Terms of Reference (*SIWZ*) and in the Supplier's Bid of ....., both of which represent an integral part of this Agreement.
3. Under the contract the Supplier shall:
  - a. Deliver the equipment to the location on the premises of the Client where it is to be made ready for operation,
  - b. Install and activate the equipment,
  - c. Deliver a comprehensive user training course at a date agreed between the Parties.
5. The Parties agree that the price for the performance of the contract shall be:  
**Net (exclusive of VAT) in the amount of EUR .....** ,  
\*) VAT at the rate of ....% in the amount of EUR .....,  
\*) **gross (inclusive of VAT) in the amount of EUR .....**  
(amount in words: .....  
.....)

\*) not applicable for Suppliers from outside the territory of the Republic of Poland

## **§2 Contract performance deadline**

1. The Supplier shall deliver the subject of this Agreement, in accordance with the Supplier's bid specification, to the premises of the Client and shall install and start up the equipment and deliver training to its users until the **15<sup>th</sup> of March 2012**.
2. Within 14 days from the Agreement signature date the Supplier shall deliver written information on the technical requirements that must be met at the site where the equipment is to be installed.
3. Should the Supplier fail to comply with the obligation specified in point 2, responsibility for incorrect preparation of the installation site by the Client and any delays in contract performance resulting thereof shall lie with the Supplier in the form of contractual penalties charged for the delay in contract performance.
4. Seven days before the scheduled equipment delivery date, at the latest, the Supplier shall notify the Client of being ready for equipment delivery.
5. Along with the subject of the contract, the Supplier shall deliver technical documentation, operating instructions and maintenance instructions in the Polish or English language.
6. The day considered to be the contract completion date shall be the day when the equipment is released for use, i.e. after the equipment start-up, equipment performance tests and following the delivery of training, as confirmed by a certificate of completion.

## **§3 Terms of payment**

1. The payment shall be made by bank transfer to the Supplier's account based on an issued invoice, as indicated in the following installments:
  - a. 50% of the value of the subject hereof after signing the contract, within 14 days from the date of signing the contract,
  - b. 20% of the value of the subject hereof after complete delivery of the equipment, within 14 days from the date of signing the delivery protocol,
  - c. 30% of the value of the subject hereof after the installation, training and signing the final acceptance protocol, within 14 days from the date of signing the protocol.
2. The Parties declare that each of them is a VAT taxpayer, authorised to issue and receive VAT invoices, and that each of them has been assigned a VAT ID.

## **§4 Warranty and service terms**

1. The Supplier shall guarantee delivery of brand new equipment, conforming with the latest technical solutions of the manufacturer, along with brand new original components/accessories, in accordance with the tender bid submitted and the standards in force within the European Union.
2. The Supplier shall provide a ... -month warranty for the equipment delivered.
3. The warranty shall commence as of the date of signature of an unqualified certificate of acceptance concerning the subject hereof.
4. The warranty shall cover: the declared technical parameters, original components/accessories, the use of correct and defect-free materials, solid design matching the intended purpose, and correct operation of the equipment.

5. During the warranty period the Supplier shall have an obligation to repair defects and replace defective parts at its own expense. Should it happen that a defect makes the use of the whole equipment system impossible, the warranty period applicable to the whole system shall then be extended by the length of time from the time of reporting the defect until the time of restoring the system to its full functionality.
6. During the warranty period the Supplier shall ensure:
  - a) Service response time within 48 hours of being notified of faults (defects) in accordance with point f below,
  - b) Time of accession to the warranty repair to 7 working days of written notification,
  - c) Time to restore full functionality, no later than within 14 working days,
  - d) Should it be necessary to carry out the repair of the equipment or its components at an off-site manufacturer's or service facility, transport fees will be paid by the Supplier,
  - e) In the case of triple damages of the same component or equipment during the warranty period, to replace it with a brand new subassembly or component part,
  - f) Any claims under the warranty shall be transmitted to the Supplier by fax to fax. no. .... or by e-mail to the address: ..... In case of change in the phone number or the office seat, the Supplier is required to notify this fact to the Client seven days prior to the change, otherwise any defect notifications shall be deemed effectively given,
  - g) The Supplier shall provide post-warranty service under a separate contract.

#### **§5 Contractual Penalties**

1. Contractual penalties for a delay in timely contract performance.
  - a) Should there be a delay in timely performance hereunder, the Supplier shall pay to the Client a contractual penalty of 0.1% of the gross value of the undelivered equipment for each day of the delay, however, this shall not be more than 10% of the value of the subject hereof,
  - b) Should there be a delay in timely payment for performance hereunder, the Client shall pay statutory interest to the Supplier.
2. Contractual penalties for non-performance or inadequate performance under the contract.
  - a) For a delay in timely performance under the terms of warranty or any other provisions hereof, the Client shall be entitled to calculate on each occasion a contractual penalty to be paid by the Supplier at the rate of 0.1% of gross contract value for each day of the delay, however, this shall not be not more than 10% of the value of the subject hereof. The equipment down-time shall be determined on the basis of the date of a written notification and the date of signature of a repair completion certificate,
  - b) Should a loss, incurred due to a delay in timely performance under the warranty or any other provisions stipulated herein, exceed the agreed contractual penalty, the Client shall have the right to claim supplementary damages under generally applicable terms,
  - c) For withdrawal from the contract for reasons attributable to the Client, the Client shall pay a contractual penalty of 10 % of the contract value,
  - d) For withdrawal from the contract for reasons attributable to the Supplier, the Supplier shall pay a contractual penalty of 10%.
3. Should the losses incurred exceed the amount of contractual penalty, the Client shall be entitled to pursue its claims in accordance with the provisions of Polish law.

**§6 Withdrawal from the contract**

The Client may withdraw from the contract without penalty in the event of a material change of circumstances causing performance under the contract to no longer be in the public interest, which could not have been foreseen at the time of the execution hereof (pursuant to Article 145 of the Public Procurement Act). The Client shall notify this fact to the Supplier in writing within 30 days from becoming aware of the aforementioned circumstances.

**§7 Final Provisions**

1. Any amendments or supplements hereto must be made in writing or be null and void.
2. In matters not regulated expressly herein, the applicable laws shall be the provisions of the Civil Code and the Public Procurement Act.
3. Any disputes arising hereunder shall be resolved by a Common Court (*Sąd Powszechny*) with territorial jurisdiction over the Client.
4. This Agreement has been made in two identical counterparts – one for the Client and one for the Supplier.

**THE SUPPLIER:**

**THE CLIENT:**