**AGH University of Science and Technology**

**in Krakow**

**Public Procurement Department**

**Al. Mickiewicza 30**

**30-059 Kraków**

**Signature: KC-zp.272-153/20** March 25, 2020

SPECIFICATION

OF ESSENTIAL TERMS OF ORDER

**for**

**rental of software licenses for a set of depth migrations including the RTM algorithm with a user interface for the Faculty of Geology, Geophysics and Environmental Protection - KC-zp.272-153/20**

The public procurement is conducted in the open procedure, pursuant to the Act of 29 January 2004, Public Procurement Law (Journal of Laws of 2019, item 1843) and the executive acts issued on its basis.

# ORDERING PARTY

AGH University of Science and Technology

in Krakow

al. Mickiewicza 30

30-059 Krakow

Telephone No.: 0-12 617-35-95, fax. 617-33-63

1. **PROCUREMENT PROCEDURE**

The public procurement is conducted in the open procedure, pursuant to the Act of 29 January 2004, Public Procurement Law (Journal of Laws of 2019, item 1843, with amendments) and the executive acts issued based on it.

1. **DESCRIPTION OF SUBJECT OF ORDER**
   1. **The subject of the order is the rental of software licenses for a set of depth migrations including the RTM algorithm with a user interface for the Faculty of Geology, Geophysics and Environmental Protection - KC-zp.272-153 / 20.**

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| **Common Procurement Vocabulary**: 48000000-8 software - packages and IT systems  **Subject: rental of software licenses for a set of depth migrations including the RTM algorithm with a user interface for the Faculty of Geology, Geophysics and Environmental Protection - CC-zp.272-153 / 20.**  **Description of the subject of order:**  **Temat**  The subject of the order  Dzierżawa licencji oprogramowania dla zestawu migracji głębokościowych obejmujących algorytm RTM wraz z interfejsem użytkownika.  Rental of software licenses for a set of depth migrations including the RTM algorithm with a user interface.  Licencja udzielona zostaje na okres 1.5 roku od dnia podpisania umowy na dzierżawę.  The license is granted for a period of 1.5 years from the date of signing the rental agreement.  **Specyfikacja**  **Specification**   |  |  | | --- | --- | | Typ oprogramowania  Software Type | Oprogramowanie do migracji głębokościowej przed składaniem wg algorytmu RTM (Reverse Time Migration)  wraz z interfejsem użytkownika  Depth migration software before stack according to the RTM (Reverse Time Migration) algorithm  along with a user interface | | Charakterystyka/cechy oprogramowania  Software characteristics / features | I. Oprogramowanie musi umożliwić obliczenie migracji głębokościowej przed składaniem wg algorytmu RTM na co najmniej 128 rdzeniach procesorowych.  Algorytm do migracji powinien umożliwiać wykonanie procedury:  1. dla dowolnego upadu warstw, z uwzględnieniem fal zawracających i dwukrotnie/wielokrotnie odbitych,  2. w przypadku dużych upadów warstw w obecności znaczących, poziomych zmian prędkości,  3. dla ośrodków izotropowych i anizotropowych z pionową (VTI) i poziomą osią symetrii (TTI),  4. poprzez rozwiązanie skalarnego równania falowego z zastosowaniem wyższego rzędu schematu różnic skończonych.  The software must enable the calculation of prestack depth migration according to the RTM algorithm on at least 128 processor cores.  The migration algorithm must also enable:  1. No dip limitation allowing for the overturn and prismatic waves,  2. A possible image of steeply dipping events in the presence of strong lateral velocity variations,  3.  Procedure performed for Isotropic, Vertically Transverse Isotropic (VTI), and Tilted Transverse Isotropic (TTI) media,  4.  Higher-order finite-difference scheme to discretize the full-way scalar wave equation.  II. Interfejs użytkownika powinien pozwalać na wykonanie całej sekwencji przetwarzania danych sejsmicznych 2D przez statykę, dekonwolucję, analizy prędkości składania, filtrację danych, migrację czasową i głębokościową przed składaniem wg algorytmu Kirchhoffa. Ponadto powinien umożliwiać przetwarzanie w wariantach:  CRS, AVO, 3-C, fal konwertowanych oraz profili zakrzywionych.  The user interface should allow to run the entire processing sequence of 2D seismic data including statics calculation, deconvolution, velocity analysis, data filtration, time and depth prestack migration appplying the Kirchhoff algorithm. Also, it should enable CRS processing, AVO processing, 3-C component processing, converted wave processing, and crooked line layout.  III. Oprogramowanie powinno umożliwiać wykonywanie obliczeń wielowątkowych i kompatybilność z serwerem kolejkowania typu TORQUE oraz obsługę formatu plików JavaSeis.  The software should enable multithreaded calculations and compatibility with the TORQUE queue server and provide support for the JavaSeis file format. | | Obsługiwane sterowniki  Supported drivers | Nie dotyczy  not applicable | | Obsługiwane środowisko projektowe  Supported development environment | Nie dotyczy  not applicable | | Obsługiwany system operacyjny  Supported operating system | Linux (64 bit)  Linux (64 bit) | | Język oprogramowania  Software language | Angielski  English | |  |  | | Klucz licencji  License key | Licencja sieciowa  Network licence | | Wsparcie  Support | Wsparcie zawiera się w cenie pakietu.  Support is included in the package price. | | Dodatkowe wymagania  Additional requirements | Oprogramowanie kompatybilne z już posiadanym oprogramowaniem LDI TomoMVA  Software compatible with already owned LDI TomoMVA software | | Przykładowy program spełniający wymagania  Example of program fulfilling the requirements | LDI Shot Profile Advanced 128 Cores & SeisSpace 2D  LDI Shot Profile Advanced 128 Cores & SeisSpace 2D | |

* 1. The Ordering Party allows submission of equivalent offers. In cases where trademarks, patents, origin, source or specific process characterizing specific products or services have been indicated in the description of the subject of the agreement, it means that the Ordering Party cannot describe the subject of agreement with sufficiently precise terms, which is justified by the specificity of the subject of order. In such situations, possible indications of trademarks, patents, origin, source or specific process should be read with the words "or equivalent".
  2. The Contractor, who refers to equivalent solutions described by the Ordering Party, is obliged to demonstrate that the supplies offered by him meet the requirements specified by the Ordering Party and indicated in the description of the subject of agreement.
  3. In situations when the Ordering Party describes the subject of agreement by reference to standards, European technical assessments, approvals, technical specifications and technical reference systems referred to in Article 30, section 1, point 2 and section 3 of the PPL Act, solutions equivalent to those described are allowed.
  4. The Ordering Party does not allow submission of variant offers.

If the Contractor intends to implement the subject of agreement with the participation of subcontractors, the Ordering Party requests the Contractor to indicate the part of the agreement which he intends to entrust to subcontractors and provide a list of companies of these subcontractors (in accordance with the content of the offer form - Attachment 1 to the SETO). In the event that the Contractor does not indicate in the offer the part which he intends to entrust to subcontractors, the Ordering Party will assume that the Contractor will realize the order himself.

* 1. The Ordering Party does not reserve the obligation for the Contractor to personally carry out works related to placement and installation.
  2. The Ordering Party does not allow submission of partial offers.
  3. The Ordering Party does not anticipate awarding orders for additional deliveries within the meaning of Article 67, section 1, point 7 of the PPL Act.
  4. The Contractor is required to clearly indicate manufacturer and name of the product offered in accordance with the content of the offer form (Attachment 1).

1. **DATE OF PERFORMANCE OF ORDER**

The order must be realized within: **license is to be granted for a period of 1.5 years from the date of signing the rental agreement.**

1. **CONDITIONS FOR PARTICIPATION IN PROCEDUE**
   1. Contractors who are not subject to exclusion and meet the following conditions of participation in the procedure can apply for awarding order:

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| **No.** | **Conditions for participation in procedure** |
| 1 | **Competences or entitlements to conduct a specific professional activity, if it results from separate provisions**  The Ordering Party does not describe or set a detailed condition in this respect. |
| 2 | **Technical or professional ability**  The Ordering Party does not describe or set a detailed condition in this respect. |
| 3 | **Economic or financial situation**  The Ordering Party does not describe or set a detailed condition in this respect. |

1. **GROUNDS FOR EXCLUSION from procedure**
   1. The Ordering Party will exclude from the procedure contractors:

* who do not demonstrate that there are no specified conditions for them in Article 24 section 1, points 12-23 of the Public Procurement Law,
* who are subject to the conditions specified in Article 24, section 5, points 1 and 8 of the PPL Act, i.e.
* in relation to whom a liquidation procedure has been started; in the arrangement approved by the court in the restructuring proceedings it is provided for satisfaction of creditors by the liquidation of his assets or the court ordered the liquidation of his assets pursuant to Article 332, section 1 of the Act of May 15, 2015 - Restructuring Law (Journal of Laws of 2015, item 978, 1259, 1513, 1830 and 1844 and of 2016, item 615) or whose bankruptcy was announced, with the exception of the contractor who after the declaration of bankruptcy has entered into an arrangement approved by a final court decision, if the arrangement does not provide for satisfaction of creditors by the liquidation of the assets of the bankrupt, unless the court ordered the liquidation of his assets under Article 366, section 1 of the Act of February 28, 2003 - Bankruptcy Law (Journal of Laws of 2015, items 233, 978, 1166, 1259 and 1844 and of 2016, item 615);
* who has breached his obligations regarding the payment of taxes, fees or contributions for social or health insurance, which the Ordering Party is able to demonstrate by means of appropriate evidence, except in the case referred to in section 1, point 15, unless the contractor has made the payment of taxes, fees or social security or health insurance contributions due, together with interest or fines or has entered into a binding agreement on the repayment of these claims.
  1. The Ordering Party may exclude a contractor at any stage of the procurement procedure.
  2. A contractor who is subject to exclusion pursuant to Article 24, section 1, points 13 and 14 and 16-20 or 5, may provide evidence that the measures taken by him are sufficient to prove his reliability, in particular to prove compensation for damage caused by a crime or tax offense, monetary compensation for damage suffered or redress of damage, comprehensive explanation of the facts and cooperation with law enforcement authorities and undertaking specific technical, organizational and personnel measures that are appropriate for preventing further crimes or tax offenses, or misconduct of a contractor. The first sentence shall not apply if a contractor, who is a collective entity, has been prohibited by a final court judgment to apply for participation in a procurement procedure, and the period of validity of the prohibition (self-cleaning institution) specified in that judgment has not expired. A contractor is not subject to exclusion if the Ordering Party, taking into account the significance and special circumstances of contractor's act, deems the evidence provided sufficient.

1. **LIST OF STATEMENTS AND DOCUMENTS REQUIRED IN PROCEDure CONFIRMING FULFILLMENT OF THE CONDITIONS FOR PARTICIPATION, FULFILLMENT OF THE REQUIREMENTS SPECIFIED BY Ordering PARTY through OFFERED SUPPLIES OR SERVICES, NO EXCLUSION BASIS.**
   1. Statements and documents submitted obligatorily with the offer in order to confirm compliance with the conditions for participation in procurement procedure and demonstrate the absence of grounds for exclusion. The Ordering Party requests that the Contractor submits together with the offer:
2. current on the day of submitting the offers statement of the Contractor as to the lack of grounds to be excluded, according to the model constituting Attachment 2 to the SETO. The information contained in the statement will constitute a preliminary confirmation that the Contractor is not subject to exclusion from the procedure.
3. In the case of joint application by the contractors for participation in procurement procedure, the statements referred to in section 7 shall be submitted by each of the applicants.
   1. Additional statements made obligatorily by all contractors within 3 days from the date of making a list of submitted offers public on the Ordering Party's website:

Within 3 days from the date of placing the information from the opening of offers by the Ordering Party on the website, referred to in Article 86, section 5 of the Public Procurement Law, the Contractor is obliged to provide the Ordering Party with a statement on belonging or not belonging to the same capital group as referred to in Article 24, section 1, point 23 of the PPL Act. Along with submitting the declaration, the Contractor may provide evidence that the links with another contractor do not lead to a distortion of competition in the procurement procedure. In the case of joint application for participation in a procurement procedure by the contractors, a declaration of belonging or non-belonging to the same capital group shall be made by each of the contractors.

* 1. Based on Article. 24aa of the Public Procurement Law, the Ordering Party will first evaluate the offers, and then will examine whether the contractor whose offer has been assessed as most advantageous is not subject to exclusion and meets the conditions for participation in the procedure.
  2. If the Contractor does not make the statements referred to in Article 25, section 1 of the Act, statements or documents confirming the circumstances referred to in Article 25, section 1 of the Act, or other documents necessary to conduct the procedure, statements or documents are incomplete, contain errors or raise doubts indicated by the Ordering Party, the Ordering Party will call for their submission, supplementation or correction, or to provide explanations within the time limit indicated by him, unless despite their submission, completion or correction, or providing explanations, the Contractor's offer would be rejected or the procedure would have to be annulled.
  3. If the Contractor does not submit the required powers of attorney or has submitted defective powers of attorney, the Ordering Party will call for their submission within the time limit indicated by him, unless, despite their submission, the Contractor's offer is subject to rejection or it would be necessary to annul the procedure.

1. **PROVISIONS CONCERNING SUBMISSION OF DOCUMENTS**
   1. Documents or statements referred to in the regulation of the Minister of Development of July 26, 2016 on the types of documents that the Ordering Party may request from the Contractor in a procurement procedure (Journal of Laws item 1126), are submitted in the original version or a copy certified to be true to original.
   2. Certification of compliance with the original version is made by affixing a copy of a document or a copy of a statement, made in paper form, with a handwritten signature.
   3. Confirmation of compliance with the original version is made by the Contractor, entity on whose abilities or situation rely the contractor, contractors jointly applying for participation in a public procurement procedure or a subcontractor, as regards documents or declarations that apply to each of them.
   4. The offer must be signed by the Contractor, i.e. the person(s) representing the Contractor, in accordance with the rules of representation indicated in the relevant register or the person(s) authorized to represent the Contractor. If the person(s) signing the offer (representing the Contractor or Contractors applying for participation jointly) acts on the basis of a power of attorney, the power of attorney in the form of an original version or a copy certified to be a true copy of the original version by a notary public must be attached to the offer.
   5. Documents or statements made in a foreign language must be submitted together with their Polish translations.
   6. The Contractor's signatures on declarations and documents must be submitted in such a way as to identify the signer. It is recommended that the signature be stamped with the name and surname of the signatory.
2. **INFORMATION ON THE METHOD OF COMMUnication between ORDERING PARTY and CONTRACTORS**
   1. The offer and statements referred to in Article 25a of the PPL Act must be made in writing under pain of invalidity. The Ordering Party does not agree that the offer in this procedure for a public procurement is submitted in an electronic form, signed with a secure electronic signature.
   2. Transmission of notices, requests, explanations or other information between the Ordering Party and Contractors takes place via a postal operator, in person, via a messenger, fax or via e-mail. Each Party shall, at the request of the other, immediately confirm the fact of receipt.
   3. Statements, applications, notifications and information provided by fax or electronically are considered submitted within the time limit if their content reached the Ordering Party before the deadline specified in the Specification of Essential Terms of Order, notification or notice.
   4. The person authorized to communicate with contractors is Joanna Kraińska, MA.
   5. Questions regarding the content of the SETO can be directed in writing to the seat of the Ordering Party, room 117, Building C-2, at fax number 12 617-33-63 or by e-mail to the address dzp@agh.edu.pl with specification of the reference number of the procedure to which they relate.
3. **SECURITY**

The Ordering Party does not require a security.

1. **OFFER Validity period**
   1. The Contractor remains bound by the offer for a period of 30 days.
   2. The offer validity period begins with the offer submission deadline.
   3. The Contractor alone or at the request of the Ordering Party may extend the offer validity period, provided that the Ordering Party may only once, at least 3 days before the end of the offer validity period, request the Contractors to agree to extend this deadline for a specified period, however not longer than 60 days.
2. **preparation of offer** 
   1. The Contractor may submit only one offer. Submission of more than one offer will result in rejection of all offers submitted by the Contractor.
   2. The offer together with the attachments constituting its integral part should be prepared by the Contractor in accordance with the provisions of this SETO. In order to evaluate the offers in this procedure, the offer should include:
3. **offer form** - completed and signed in accordance with the model constituting Attachment No. 1 to the SETO (or in accordance with its content).
4. **the statement referred to in item 7.1. of the SETO according to the model constituting respectively Attachment 2 to the SETO,**
5. **power of attorney to represent the Contractor (Contractors acting jointly), if the offer is submitted by a proxy.**

**The Ordering Party allows submission of the above documents in English.**

* 1. Contractors may jointly apply for participation in a procurement procedure on the terms set out in Article 23 of the Public Procurement Law. In this case, on the offer form, as well as other documents citing the "Contractor", in the place "*name and address of the Contractor*" should be filled in with details of the consortium or civil law partnership, not the proxy.
  2. All costs related to the preparation and submission of the offer shall be incurred by the Contractor.
  3. It is recommended that the pages be numbered and the offer be shortened in a way that prevents any paper from sliding out.
  4. The offer must be written in Polish, on a computer, typewriter or manually with a pen or indelible ink.
  5. The offer and attachments must be signed by a person(s) authorized to make declarations of will on behalf of the Contractor.
  6. Any changes made by the Contractor in the content of the offer after its preparation must be initialed or signed by the Contractor.
  7. The authorization - power of attorney to sign the offer should be attached to the offer, unless it results from other documents attached to the offer or from documents that the Ordering Party may obtain using free and publicly available databases. The power of attorney is submitted in the form of an original version or photocopy certified by a notary public to be true to original.
  8. The offer and attachments must be prepared in Polish. Each document making up the offer or submitted together with the offer prepared in a language other than Polish must be submitted together with its Polish translation.
  9. If the information contained in the offer constitutes a business secret within the meaning of the Act on combating unfair competition, which the Contractor reserves that it cannot be disclosed to other participants in the procedure, they must be marked by the Contractor with the clause "Information constituting a business secret within the meaning of Article 11, section 4 of the Act of April 16, 1993 on combating unfair competition." The Contractor must demonstrate no later than the submission deadline that the proprietary information is a business secret, in particular specifying how the conditions referred to in Article 11, point 4 of the Act of April 16, 1993 on combating unfair competition have been met, and according to which a business secret is specific information if it meets a total of 3 conditions:

1. is of technical, technological, organizational nature to the enterprise or is other information of economic value,
2. has not been disclosed to the public,
3. the necessary steps have been taken with regards to it in order to maintain confidentiality.
   1. It is recommended that information constituting a business secret be permanently bound and separated from the remaining (public) part of the offer. The Contractor may not reserve the information referred to in Article 86, section 4 of the Act.
   2. A written offer, together with the required statements and documents, should be submitted in a single copy, in an opaque envelope or packaging and secured in a way that prevents reading its content without breaching the security before the deadline for opening offers.
   3. The following marking must appear on the envelope or packaging:

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| Offer for: 'rental of software licenses for a set of depth migrations including the RTM algorithm with a user interface for the Faculty of Geology, Geophysics and Environmental Protection - KC-zp.272-153 / 20, DO NOT OPEN before 2020-05-05, time: 10:00, reference number: KC-zp. 272-153 / 20' |

* 1. The Contractor may amend or withdraw his offer only before the deadline for submission of offers and provided that before the expiry of this period the Ordering Party receives a written notification of the introduction of changes or withdrawal of the offer. This notification must be described in the manner indicated in point 12.14 and additionally marked with the words "CHANGE" or "WITHDRAWAL".

1. **PLACE AND DATE OF SUBMISSION AND OPENING OF OFFERS**
   1. Offers shall be submitted at the Ordering Party's seat, room 117, Building C2 until 2020-05-05 until 09:30.
   2. The Ordering Party shall immediately return an offer that was submitted after the deadline.
   3. Offers will be opened on 2020-05-05 at 10:00, at the seat of the Ordering Party, room 400, Building C2 / C3.
   4. The Contractor may not withdraw the offer or make any changes to its content after the deadline for submission of offers.
   5. Immediately after opening the offers, the Ordering Party will publish on their own website (www.dzp.agh.edu.pl) information on:

* the amount they intend to spend on financing the order;
* companies and addresses of Contractors who submitted offers on time;
* price, order performance date, warranty period and payment terms contained in the offers.

1. **DESCRIPTION of PRICE CALCULATION METHOD**
   1. The offer price will be a gross value expressed in USD entered on the offer form for the whole subject of the order.
   2. The price of the offer shall be determined to two decimal places. The price of the offer is rounded to the nearest whole grosz, with the fraction of the smallest unit of currency below 0.5 groszy and omitted, while the fraction of 0.5 groszy and higher are rounded to 1 grosz.
   3. The amount of VAT shall be calculated in accordance with the principles of the Act on tax on goods and services of March 11, 2004. (Journal of Laws 2011.177.1054, as amended).
   4. Foreign contractors participating in this procedure, who are not obliged to pay value added tax on the territory of Poland on the basis of separate provisions, shall enter the net order value in **USD** on the offer form. Only for evaluation and comparison of offers, the Ordering Party will add VAT due at the evaluation stage. The agreement will be signed for the net amount, VAT will be paid by the Ordering Party on their own.
   5. The Ordering Party does not provide for advance payments for the performance of the order.
   6. The price cited in the offer must take into account all the requirements of the Ordering Party defined in this Specification and include all costs to be incurred by the Contractor for the performance of the order due and compliant with the applicable provisions.
   7. The Ordering Party does not provide for settlement in foreign currencies. All settlements between the Ordering Party and the Contractor will be conducted only in Polish zlotys (PLN).
2. **DESCRIPTION OF CRITERIA To guide THE OrderING PARTY IN SELECTING THE OFFER WITH THE MEANING OF THOSE CRITERIA AND method OF EVALUATION OF OFFERS**
   1. The Ordering Party will evaluate offers according to the following criteria:

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| **No.** | **Criterion** | **Value** |
| 1 | Price | 60 % |
| 2 | Reaction time during the technical support period | 40 % |

* 1. Points awarded for the criteria specified in point 15.1 will be calculated according to the following formulas:

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| --- | --- |
| **Criterion No.** | **Model** |
| 1 | **Price**  Amount of points = (Pmin/Pof ) \* 100 \* Value  where:  - Pmin - the lowest price among all offers  - Pof - price cited in the offer |
| 2 | **Reaction time during the technical support period**  Amount of points = Rt war \* Vrt  where:  - Vrt - value of reaction time criterion  - Rt war - points of reaction time during the technical support period assigned according to the following classification:  The Ordering Party for declaring and commitment to respond during the technical support period will award respectively:  Maximum \* 100 points for declaring and commitment to maximum 48 hour reaction time  Maximum \* 50 points for declaring and commitment to maximum 72 hour reaction time  0 points for declaring and commitment to maximum 96 hour reaction time  An offer with a declared reaction time of over 96 hours during the technical support period will be rejected. |

* 1. The evaluations obtained for individual criteria will be added together and the sum will constitute the final evaluation of a given offer. The offer containing the best balance of points in the above criteria will be considered the most advantageous offer.
  2. All calculations will be made to two decimal places.
  3. In the course of examining and evaluating offers, the Ordering Party may request the Contractor to provide explanations of the content of his offers.
  4. In accordance with Article 87, section 2 of the Public Procurement Law, the Ordering Party shall correct obvious typing errors, obvious accounting errors and other errors consisting in non-compliance of the offer with the specification of essential terms of the order, without causing any significant changes in the content of the offer.

1. **INFORMATION ON THE FORMALITIES TO BE CarrieD out AFTER THE OFFER IS SELECTED TO CONCLUDE public procurment agreement**
   1. The Ordering Party after the deadline for bringing legal protection measures will call the Contractor to sign the agreement and set a deadline for its conclusion.
   2. The agreement will be concluded in accordance with the model constituting Attachment 3 to the SETO.
   3. Persons representing the Contractor when signing the agreement shall have with them documents confirming their authorization to represent the Contractor, unless such authorization results from the documents attached to the offer.
   4. If the offer of Contractors jointly applying for participation in a procurement procedure (civil law partnership, consortia) is selected, the Ordering Party shall before signing the agreement request that the Contractors submit a copy of the agreement(s) specifying the grounds and principles for jointly applying for participation in public procurement.
   5. The selected Contractor is obliged to conclude the agreement at the time and place specified by the Ordering Party.
2. **REQUIREMENTS CONCERNING SECURING PROPER PERFORMANCE OF agreement**

In this procedure, the security on due performance of the agreement does not apply.

1. **PROVISIONS Essential for parties TO BE ENTERED IN CONTENT OF Agreement CONCERNING PUBLIC Procurement, GENERAL CONDITIONS OF agreement OR model agreemenT, IF ordering PARTY REQUIRES that CONTRACTor concludes with them public procurement agreement on such conditions** 
   1. Provisions of the agreement essential for the parties are set out in the agreement model constituting Attachment 3 to this Specification.
2. **INSTRUCTIONS ON LEGAL PROTECTION MEASURES Appertaining TO CONTRACTOR IN PROCEdure FOR public procurement**
   1. Contractors, as well as another entity, if it has or had an interest in obtaining a given order and suffered or may suffer damage as a result of the Ordering Party's violation of the provisions of the Public Procurement Law, pursuant to Article 180, section 2 of the Act may only appeal against actions:
   2. In this procedure, an appeal may only be made in respect of the following acts:
3. determining the conditions of participation in the procedure,
4. exclusion of the appellant from the procedure,
5. rejecting the appellant's offer,
6. description of the subject of order,
7. selection of the most advantageous offer.
   1. The Contractor may within the deadline set for submitting an appeal inform the Ordering Party of any activity taken by them inconsistent with the provisions of the Public Procurement Law or omission of an activity to which they are obliged pursuant to the Act, which cannot be appealed under Article 180, section 2 of the PPL Act.
8. **additional information**
   1. The Ordering Party does not envisage the conclusion of a framework agreement.
   2. The Ordering Party does not envisage selecting the most advantageous offer by means of an electronic auction.
   3. The Ordering Party does not envisage establishing a dynamic purchasing system.
   4. The Ordering Party does not allow the submission of an offer in the form of electronic catalogs or the attachment of electronic catalogs to the offer.
   5. The Ordering Party did not carry out the technical dialogue before initiating the procedure.
   6. Financial settlements between the Ordering Party and the Contractor will be made in Polish zlotys.
   7. The Ordering Party does not provide for advance payments for the performance of the order.
   8. The Ordering Party does not provide for reimbursement of the costs of participation in the procedure. All costs related to the preparation and submission of the offer shall be incurred by the Contractor.
   9. The Ordering Party does not specify in the description of the subject of the order quality standards relating to all essential characteristics of the subject of the order for the purpose of applying the standard referred to in Article 91, section 2a of the PPL Act.
9. **FINAL provisions**
   1. The Ordering Party does not specify in the description of the subject of the order quality standards relating to all essential characteristics of the subject of the order for the purpose of applying the standard referred to in Article 91, section 2a of the PPL Act.
   2. In matters not covered by this SETO, the provisions of the Act of January 29, 2004 - Public Procurement Law shall apply. In accordance with Article 13, sections 1 and 2 of Regulation (EU) 2016/679 of the European Parliament and Council of April 27, 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 regulation on data protection) (Official Journal of the EU L 119 of May 4, 2016, p. 1), hereinafter referred to as RODO/GDPR, I inform that:

* the administrator of your personal data is the AGH University of Science and Technology in Krakow, al. Mickiewicza 30, 30-059 Krakow;
* the personal data protection inspector at the AGH University of Science and Technology can be contacted by e-mail: iodo@agh.edu.pl, phone: (12) 617 53 25 or in writing to the address of the administrator's seat;
* your personal data will be processed on the basis of Article 6, section 1, entry c) RODO/GDPR for the purpose related to the procedure for a public procurement under the name of **rental of software licenses for a set of depth migrations including the RTM algorithm together with the user interface for the Faculty of Geology, Geophysics and Environmental Protection - KC-zp.272-153 / 20** conducted in the open procedure mode KC-zp. 272-153/20;
* the recipients of your personal data will be persons or entities to whom the documentation of the procedure will be made accessible based on Article 8 and Article 96, section 3 of the Act of January 29, 2004 - Public Procurement Law (Journal of Laws of 2019, item 1843, as amended), hereinafter referred to as the "PPL Act";
* your personal data will be stored for the period of:  
  - 4 years from the date of termination of the public procurement procedure, or for a longer period if it results from the internal regulations of a given Entity,  
  - if the duration of the agreement exceeds 4 years, for the entire duration of the agreement,  
  - in the case of orders co-financed from EU funds for the period specified in Article 125, section 4, entry d) in connection with Article 140 of Regulation No. 1303/2013.
* your obligation to provide personal data directly related to you is a statutory requirement specified in the provisions of the Public Procurement Law related to participation in a public procurement procedure; the consequences of not providing specific data result from the Public Procurement Law;
* with regard to your personal data, decisions will not be taken in an automated manner, in accordance with Article 22 of RODO/GDPR;
* you are entitled to:

- based on Article 15 of RODO/GDPR, the right to access your personal data

- based on Article 16 of RODO/GDPR, the right to rectify your personal data *(Explanation: exercising the right to rectification may not result in a change in the outcome of the public procurement procedure or a change in the provisions of the agreement to the extent not complying with the Public Procurement Law and may not violate the integrity of the agreement and its attachments);*

- based on Article 18 of RODO/GDPR, the right to request the administrator to limit the processing of personal data, subject to the cases referred to in Article 18, section 2 of RODO/GDPR *(Explanation: the right to restrict processing data does not apply to its storage to ensure that legal protection is available 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);*

- the right to lodge a complaint with the President of the Office for Personal Data Protection when you feel that the processing of your personal data violates the provisions of RODO/GDPR;

* you are not entitled to:

- in connection with Article 17, section 3, entries b), d) or e) of RODO/GDPR, the right to delete personal data;

- the right to transfer personal data referred to in Article 20 of RODO/GDPR;

- based on Article 21 of RODO/GDPR, the right to object to the processing of personal data because the legal basis for the processing of your personal data is Article 6, section 1 entry c) of RODO/GDPR.

**Prepared by: Checked by: Approved by:**

mgr inż. Henryk Zioło

1. **Attachments to seto**

|  |  |
| --- | --- |
| **No.** | **Attachment** |
| 1 | Offer form |
| 2 | Declaration of not being subject to exclusion and meeting the conditions for participation |
| **No.** | **Document / Model** |
| 3 | Model agreement – delivery version in Polish |
| 3 | Model agreement – delivery version in English |