



UNIVERSITY OF SZCZECIN
al. Papieża Jana Pawła II Street no. 22a
70 - 453 Szczecin

ANNOUNCEMENT OF ORDER

DP/371/30/20

Refers to proceedings for social services with a value not exceeding PLN expressed in the equivalent of EUR 750,000, in accordance with Art. 138 of the Act of January 29, 2004 Public Procurement Law (Journal of Laws of 2019, item 1843, as amended)

Order under the name:

preparation of an outline and on this basis conducting classes *in the field of mathematical sciences* (in the form of courses, open lectures, scientific lectures, consultations, other forms resulting from project implementation) as part of the project **UNIVERSITY 2.0 - CAREER ZONE** co-financed by the European Union under the European Social Fund, Measure 3.5 Comprehensive university programs. Axis III Higher education for economy and development, Operational Program. Knowledge. Education. Development 2014 -2020, nr **POWR.03.05.00-00-Z064/17-00**.

CPV	80300000-7
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Chapter 1: Instructions for Contractors and attachments.

Chapter 2: Order description

Chapter 3: The draft contract.

CHAPTER 1
INSTRUCTIONS FOR CONTRACTORS
University of Szczecin
al. Papieża Jana Pawła II Street no. 22a, 70-453 SZCZECIN

Represented by **Rector US professor habilitated doctor Edward Włodarczyka** acting based on The Act of January 29, 2004 Public Procurement Law invites you to submit offers in the proceedings under the name:

preparation of an outline and on this basis conducting classes *in the field of mathematical sciences* (in the form of courses, open lectures, scientific lectures, consultations for students and teaching staff, other forms resulting from project implementation, etc.)

The scope of the Contractor's tasks is described in **Chapter 2** this contract notice.

I. Description of how to prepare offers

1. The Contractor shall bear all costs related to the preparation and submission of the offer.
2. The Contractor is required to obtain all information that may be necessary to prepare the offer and sign the contract.
3. The proceedings are conducted in Polish and English. The contracting authority allows submission of documents and preparation of the offer in English.
4. Each Contractor shall submit only one offer, exclusively on his own behalf. Submission of more than one offer by one Contractor shall result in the rejection of all his offers.
5. **Place and manner of submitting offers** – offers can only be submitted in **electronic version in the form of a scan of the signed offer form to the email address: przetargi@usz.edu.pl**
6. **The deadline for the submission of offers ends 06.03.2020 r. at 08:15** Offers received by the Employer after this date will not be considered. The date of receipt by the Customer of the offer to the e-mail address indicated above is binding.
7. The offers will be opened on the same day **at 08:30** in the Public Procurement Department of the US, room nr 204, al. Papieża Jana Pawła II Street, no. 31, Szczecin.
8. Criteria for the evaluation of offers:
gross price - 100 %
9. The way of evaluating offers according to accepted criteria:
Criterion will be calculated using the following formula:
$$\text{gross price} = [(C_n : C_b) \times 100 \%] \times 100$$

where:

C_n - lowest price (gross)
C_b - the price resulting from the tested offer (gross)

The maximum number of points within the criterion will be given to the offer with the lowest price. Note: 1%=1 pkt)
10. The offer will be rejected if:
 - will be inconsistent with this announcement,
 - its submission will constitute an act of unfair competition within the meaning of the Act on Combating Unfair Competition,
 - it will contain a grossly low price in relation to the subject of the order,
11. The Contractor will specify the price for 1 hour of teaching, and the total gross value of the task on the offer form - attachment no 1.
12. All elements of the offer should include any discounts applied by the Contractor, i.e. they must be included in the offer price.
13. The offer price should be given digitally.
14. All prices specified by the Contractor are binding and will be entered into the contract.
15. If an offer has been made that would result in the taxpayer creating a tax obligation in accordance with the provisions on value added tax, the orderer will add to the price of goods and services tax shown on the offer, which he would be required to settle in

- accordance with these provisions . By submitting an offer, the Contractor shall inform the awarding entity whether the selection of the offer will lead to the creation of tax obligation by the orderer, indicating the name (type) of the good or service whose supply or performance will lead to its creation, and indicating their value without the tax amount.
16. The Ordering Party at the stage of submitting offers may request the Contractor to submit explanations regarding the content of the offer.
 17. Settlements will be carried out in the currency: PLN.
 18. The period of binding of the Contractors to the submitted offer is 30 days counted from the expiry of the deadline for submission of tenders.
 19. In the proceedings, there are no legal protection measures provided for in art. 179 – 198 us PZP act.
 20. For the rejection of the offer, the Contractors shall not be entitled to a claim against the Ordering Party.
 21. The Ordering Party reserves the right to negotiate the terms of the order, as well as to cancel the order without giving reasons before signing the contract.
 22. Offers after the selection will not be returned to the Contractors.
 - 23. Documents required:**
 - a. the offer form - attachment no 1;
 - b. CV Contractors

CHAPTER 2

I. THE SUBJECT OF THE ORDER IS:

- preparation of an original outline and on this basis conducting classes (in the form of courses, open lectures, scientific lectures, other forms resulting from project implementation) in accordance with the schedule prepared by a scientific supervisor from the University of Szczecin in the dimension 30 teaching hours in one semester, the outline should be delivered to the Employer before the first day of the classes.
- preparation and delivery in the form of a written or multimedia study of the substantive summary containing the issues raised by the Contractor after the classes.

The Contractor may receive 30% of remuneration after submitting the outline and completing the classes at least 10 hours teaching.

II. SUBJECT SCOPE OF THE ORDER SUBJECT:

30- hour (1 teaching hours = 45 minutes) *curriculum in the field of mathematical sciences (functional analysis and operator theory)* , including:

topic: Elements of spectral theory of C_0 -semigroups and sharpness of XYZ theorem

- a) **16 hours** of lectures for PhD students,
- b) **6 hours** of lectures for researchers,
- c) **8 hours** of research tutorship for PhD students/researchers;

place of performance of the subject of the contract: rooms of University of Szczecin on dates specified in the schedule of classes adapted to the timetable of students and teaching staff. Classes can be completed between the hours 8.00 a 20.00 Monday to Sunday.
due: 01.05 – 30.06.2020

III. REQUIREMENTS RELATING TO THE CONTRACTOR:

- employment outside the territory RP (e.g. a university, a science institute, another subject), including minimum of 5 years working experience at University or College
- academic degree – min. doctor,
- teaching experience in the field of functional analysis or operator theory,
- authorship or co-authorship of minimum of 5 scientific papers in the field of functional analysis or operator theory,
- fluency in English and Russian.

CHAPTER 3

CONTRACT PROJECT NR DP/374/...../2020

University of Szczecin based at al. Papieża Jana Pawła II Street, no. 22a, 70-453 Szczecin, NIP No. 851-020-80-05, represented by:

with countersignature:

- Kwestora US - master **Andrzej Kuciński**

hereinafter referred to in the text of the contract *Employer*,

a

.....
represented by:

.....
hereinafter referred to in the text of the contract *Performer*.

As a result of the proceedings No. **DP/371/30/20** in accordance with the Act of 29 January 2004 Public Procurement Law, a contract was concluded as follows:

§ 1

1. The Ordering Party entrusts and the Contractor undertakes to perform the following work in the period from May 01, 2020 to June 30, 2020:
 - a) preparation of an original outline and on this basis conducting classes *in the field of mathematical sciences* (in the form of courses, open lectures, scientific lectures, consultations, other forms resulting from the implementation of the project) in accordance with the schedule prepared by a scientific supervisor referred to contract in § 2 para. 5;
 - a) preparation and delivery in writing or multimedia of a substantive summary containing the issues raised by the Contractor after the classes carried out hereinafter referred to as the "work" within the time limit specified to contract in § 2 para. 5.
2. The orderer indicates that the work, referred to w ust. 1 will be carried out as part of the project „ UNIVERSITY 2.0 - CAREER ZONE”, o-financed with funds European Union under the European Social Fund, program POWER, implemented on the basis of a co-financing agreement nr: POWR.03.05.00-00-Z064/17 – 00.
3. The Contractor's remuneration is financed from funds European Union under the European Social Fund.
4. The work referred to in ust. 1, will be carried out in the place indicated by the Ordering Party.

§ 2

1. For performing the work specified in § 1 contracts The Employer shall pay the Contractor remuneration in the amount..... zł gross (in words: PLN 00/100), fixed on the basis of a lump sum.
2. The remuneration will be payable in parts:

- a) I part in amount..... zł (s in words:) after delivering the outline and completing the classes of min. 10 hours. teaching,
 - b) II part after completing the subject of the contract and providing a technical summary.
3. After completion, the work will be presented by the Contractor for collection. Timely and in accordance with the contract, the performance of the work is confirmed by the acceptance report drawn up in accordance with the model valid for the Employer.
 4. The basis for the payment of part of the remuneration and total remuneration is a correctly made invoice together with the acceptance report.
 5. Documents referred to in ust. 4 The Contractor undertakes to deliver to.....(first name and last nam) - the representative of the Employer on time 7 days from day completion of the contract, and in the case of partial payments by the 7th day after the next stage of the work.
 6. The payment of remuneration will take place on dates resulting from the payment schedule in force in the Tax Office. The date of payment of the Ordering Party's account shall be considered as the date of payment.

§ 3

1. The work will be made of materials owned by the Contractor.
2. The Contractor may not entrust the performance of the work referred to in § 1 of the contract to a third party.
3. The Contractor declares that he has the skills and qualifications that allow him to perform the work in accordance with the contract.
4. In the case of violation of the provisions of para. 2 or improper performance of the subject of the contract, the Contracting Authority may withdraw from the contract.
5. The Contractor gives irrevocable consent to his image and voice and his statements (along with your name and surname) – in whole or in any form, any fragments have been used and made available by the Employer for purposes related to the implementation of this contract.

§ 4

1. The Contractor declares that the subject of the contract is subject to protection resulting from the regulations The Act of February 4, 1994 on Copyright and Related Rights (Journal of Laws of 2019, item 1231).
2. As soon as the work is delivered to the Ordering Party, property rights are transferred to use the work and its presentation in the following fields of exploitation:
 - a) recording the work using printing, reproductive and digital techniques,
 - b) multiplication of the work by printing, reproduction and digital technique,
 - c) placing on the market through the sale, lending, rental or lease of the original work or copies,
 - d) licensing the use of the work on the fields of exploitation specified in the contract,
 - e) entering into computer memory,
 - f) public dissemination of the work, including in particular:
 - making negatives, matrices and casts,
 - use in production as a decorative pattern,
 - using the work as a trademark,
 - taking photographs,
 - public display of the song,
 - public display of the song,
 - public access to the work in the public telecommunications network (Internet),
 - public access to the work in the public TV information network (teletext),

- reproduction of the work through its publication in book publishing houses and press publications,
 - issuing the piece as part of own computer server connected to the public telecommunication network (Internet),
 - public sharing of the work in public places.
3. The remuneration referred to in § 2 ust. 1 The contract includes remuneration due to the transfer of copyrights to the work to the Employer.

§ 5

1. The contracting parties shall be liable for non-performance or improper performance of obligations under this contract on the following defined terms, while the basis for determining the amount of contractual penalties is the gross remuneration indicated w § 2 ust. 1.
2. The Contractor shall pay to the Orderer contractual penalties in the amount respectively:
 - a. for delay in executing the subject of the contract - in the amount of 1% of remuneration for each day of delay,
 - b. for delay in removing irregularities in the performance of the contract stated on delivery - in the amount of 1% remuneration for each day of delay calculated from the date set by the Employer as the deadline to remove them,
 - c. for withdrawing from the contract by the Ordering Party for reasons attributable to the Contractor – 30 % remuneration,
 - d. for withdrawal from the contract by the Contractor – 30 % wynagrodzenia.
3. The Ordering Party reserves the right to claim compensation in the amount of the actually suffered damage, regardless of the amount of the contractual penalty charged.
4. The Ordering Party shall have the right to withdraw from this contract immediately in the event of its non-performance or improper performance by the Contractor, as well as a significant change in the circumstances causing the performance of the contract is not in the public interest, which could not have been foreseen at the time the contract was concluded..

§ 6

1. The Contracting Authority provides for the possibility of amending this Agreement in case of:
 - a. changes to generally applicable laws,
 - b. when the total change value is less than 10% of the value of the contract originally specified in the contract,
 - c. when there is a legal, economic or technical circumstance that can not be predicted at the time of conclusion of the contract, for which neither party is liable, resulting in the inability to properly perform the contract, in accordance with the terms of reference – **Purchaser** allows the possibility of changing the contract, in particular the time of order completion.
2. A change to the provisions of this contract requires a written form in the form of an annex, under pain of nullity
3. Any disputes that may arise in connection with the performance of this contract shall be resolved by the court of jurisdiction of the local Contracting Authority.
4. In matters not covered by this contract, the provisions of the Civil Code shall apply.
5. This Agreement has been drawn up in three (three) identical copies: 2 (two) for the Employer and 1 (one) for the Contractor.

SPECYJALISTA
ds. Zamówień Publicznych
mgr. Izabela Krawiec-Przydziszka

.....
/ Public Procurement Department /

Documents attached to the contract:

- Contractor's declaration for the purposes of determining the obligation in the scope of social insurance and health insurance - Annex No. 8 to the rules and procedure for concluding and settling contracts of mandate and contracts for specific tasks at the University of Szczecin - 1 copy,
- **the original Certificate of the Tax Residence translated into Polish** (if applicable),

Elżbieta Hanczar

