

TERMS OF REFERENCE

concerning open procedure on awarding a public contract

“Successive Purchase of Music Books (Scores) Published by Foreign Publishers”.

Krakow, February 29, 2016.

1. Awarding Entity Details

The Procedure is conducted by:

Polskie Wydawnictwo Muzyczne
Al. Krasińskiego 11a,
31-111 Kraków

2. Awarding Entity's correspondence address.

All written correspondence to the Awarding Entity, related to the present procedure, should be sent to the following address:

Polskie Wydawnictwo Muzyczne
Al. Krasińskiego 11a,
31-111 Kraków
fax 48 12 4227328

The Awarding Entity shall not be liable for consequences of failure by Economic Operators to comply with the above.

The followings persons are authorised to contact with Economic Operators:

- a) as regards the object of tender - Ms. Sylwia Religa tel: 48 12 4227044 ext. 142 e-mail: sylwia_religa@pwm.com.pl
- b) as regards formal and legal matters: Małgorzata Karbownik tel. 48 12 4227044 ext. 179, e-mail: malgorzata_karbownik@pwm.com.pl

Information available on business days (excl. Saturdays) from 09⁰⁰AM to 4⁰⁰PM.

The procedure for awarding a public contract is conducted with the participation of the Tender Evaluation Board.

3. Contract Awarding Procedure

Public contract awarding procedure is conducted pursuant to the provisions of Public Procurement Law Act, dated 29th January 2004 (consolidated text: Dz.U. [Journal of Laws] of 2015, item 2164), hereinafter referred to as the Act, as an open procedure.

4. Manner of Communication of the Awarding Entity with Economic Operators

4.1. All written correspondence to the Awarding Entity, related to the present procedure, should be sent to the address provided in Item 2. The Awarding Entity shall not be liable for consequences of failure by an Economic Operator to comply with the above requirement.

4.2. Representations, applications, notices and information shall be served by the parties in writing or via fax, provided that the requirements laid down in clause 4.3 of the Terms of Reference are satisfied. The Awarding Entity shall accept enquiries concerning clarification of the contents of the Terms of Reference (SIWZ) in electronic form, sent to the following address: sylwia_religa@pwm.com.pl

4.4. Representations, applications, notices and information sent to the Awarding Entity via fax or e-mail (use of e-mail is permitted only in the case of enquiries for clarification of the contents of the Terms of Reference) shall be deemed served on time, provided that they are effectively delivered to address of the Awarding Entity specified in clause 4 hereof within the prescribed deadline. Each Party, upon request of the other, shall immediately acknowledge the receipt of the relevant fax or e-mail message.

4.5. Tenders shall be submitted in writing.

5. General Procedure Participation Rules

5.1. A tender may be submitted by a natural person, legal person, or an entity without legal personality as well as by entities acting jointly, provided that they satisfy the requirements laid down in Public Procurement Law Act and in these Terms of Reference.

5.2. Every Economic Operator is allowed to submit one tender.

Part II

Object of the Contract to be Awarded and Contract Completion Date

6. Object of the Contract.

6.1. The object of the contract shall be successive sale and delivery to the Awarding Entity of music scores published by foreign publishers listed herein.

6.2. Division of the contract into lots.

The Awarding Entity allows for submitting tenders for lots, in line with the following:

Lot I Publications of :

Henle Verlag

The Awarding Entity assumes that during the contract term, the value of publications ordered shall not exceed the net amount of PLN 18,000

Lot II Scores published by (including choral and orchestral performance scores):

1. Schott
2. Universal Edition
3. Boosey&Hawkes
4. Doblinger
5. Wiener Urtext Edition
6. Carl Fischer
7. IMC,
8. Hofmeister Musikverlag,
9. Dohr Verlag,
10. Amadeus,
11. Bote&Bock,
12. Mösel Verlag,
13. Zen-On-Music

The Awarding Entity assumes that during the contract term, the value of publications ordered shall not exceed the net amount of PLN 62,000.

Lot III Publications of :

Editio Musica Budapest

The Awarding Entity assumes that during the contract term, the value of publications ordered shall not exceed the net amount of PLN 20,000

Lot IV Publications of (including choral and orchestral performance scores):

Breitkopf&Hartel

The Awarding Entity assumes that during the contract term, the value of publications ordered shall not exceed the net amount of PLN 38,000

Lot V Publications of :

1. Oxford Univeristy Press
2. ABRSM

The Awarding Entity assumes that during the contract term, the value of publications ordered shall not exceed the net amount of PLN 48,000.

Lot VI Publications of (including choral and orchestral performance scores):

1. Ricordi
2. Durand
3. Salabert
4. Max Eschig

The Awarding Entity assumes that during the contract term, the value of publications ordered shall not exceed the net amount of PLN 16,000

Lot VII Publications of (including choral and orchestral performance scores):

Sikorski

The Awarding Entity assumes that during the contract term, the value of publications ordered shall not exceed the net amount of PLN 3,500.

Lot VIII Publications of (including choral and orchestral performance scores):

Carus Verlag

The Awarding Entity assumes that during the contract term, the value of publications ordered shall not exceed the net amount of PLN 5,000.

Lot IX Publications of (including choral and orchestral performance scores):

Alphonse Leduc

The Awarding Entity assumes that during the contract term, the value of publications ordered shall not exceed the net amount of PLN 4,000.

6.3. The requirements concerning delivery of the object of the contract.

Terms and Conditions for delivery of the object of the contract:

6.3.1. Ordering publications:

- a) via e-mail, in the form of a pdf or Excel file, sent to a person in charge of receiving orders on the part of the Economic Operator performing the contract;

- b) using the online ordering system available on the website – provided that the Economic Operator awarded the relevant Lot of the contract has such a system in place.

6.3.2. Shipping of the ordered publications:

The manner of shipping shall be each time agreed upon between the Economic Operator performing the contract and the Awarding Entity. It will depend on the volume and weight of the package ready for shipping. The costs of agreed form of shipping shall be borne by the Awarding Entity. The costs will be included in the invoice concerning the sale of the ordered publications as a separate item (the shipping costs must be stated separately from the costs of purchase of publications).

6.3.3. Manner and frequency of settlements:

- a) Invoices shall be payable via a bank transfer within 30 days of the invoice issue date. The invoices shall be issued not earlier than concurrently with the delivery of the ordered publications.
- b) Orders will be delivered successively, until the value limit prescribed for a given Lot of the contract is reached or until expiration of the contract. The Economic Operator shall not be entitled to make any claims on account of failure by the Awarding Entity to place orders of a value equalling the limit prescribed for a given Lot of the contract. The Awarding Entity reserves the right not to utilise in whole the limit prescribed to a given Lot of the contract.
- c) Payments shall be made for the copies actually delivered to the Awarding Entity, in compliance with the terms laid down in the contract template, constituting an Appendix hereto.

6.3.4. Rules on establishing the price of an ordered publication:

The price of the ordered publication shall be established on the basis of a percentage discount granted by the Economic Operator (at a fixed rate established for the whole contract term) and stated in the submitted tender. The percentage discount will be calculated on the retail price of the publisher of a given publication. The retail price shall be the catalogue price quoted, e.g. on the website of the publisher of the ordered publication. By submitting a tender, the Economic Operator agrees to the resale of ordered publications by the Awarding Entity to end customers and waives the right to establish the resale price.

6.3.5. The number of copies per single order:

- a) music scores and books ordered for stock: estimated at 1 to 50 copies

- b) performance scores (choral and orchestral): estimated at 1 to 100 copies

6.3.6. Delivery terms:

- a) Order delivery – up to 7 business days of order placement, unless agreed otherwise by the parties upon acceptance of the order for subsequent delivery of publications;
- b) If the product ordered is temporarily unavailable, the order may be accepted as back order, with 60 days delivery period. After that period, the order shall be deemed void. The specific terms and conditions are laid down in the template contract appended hereto;
- c) If a given order includes an item which is temporarily unavailable, the Economic Operator shall notify the Awarding Entity of this fact within three days of receipt of the order.

6.4. Classification as per CPV

CPV Code: 22114000-2

7. Tender for Lot

- 7.1. The Awarding Entity shall admit tenders for lots. The Economic Operator may submit a tender any number of Lots mentioned in clause 6.2. hereof.
- 7.2. One of the validity criteria applicable to tenders is that a tender submitted for a given Lot must cover the whole object of the Lot concerned.

8. Supplementary contracts

The Awarding Entity provides for the possibility to award supplementary contracts referred to in art. 67 clause 1 item 7 of the Public Procurement Law Act. The value of a supplementary contract shall not exceed 20% of the value of the main contract. The object of a supplementary contract shall satisfy the requirements laid down in art. 67 clause 1 item 7 of the Act.

9. Variant tenders

Awarding Entity shall not accept variant tenders.

10. Contract performance term

Economic Operator shall successively perform the contract for a period of 12 months from the date of execution of the contract.

Part III

Conditions to be satisfied and documents to be submitted by an Economic Operator

12. Conditions for participation in the awarding procedure and description of how compliance with these conditions is evaluated

12.1. Conditions for participation in the awarding procedure and description of how compliance with these conditions is evaluated. Pursuant to art. 22 clause 1 of the Act, eligible to compete for a contract shall be Economic Operators who satisfy the conditions as regards:

12.1.1. having officially acknowledged qualifications to conduct a given type of activity or perform a given action, if such officially acknowledged qualifications are required under applicable provisions of law;

12.1.2. having adequate knowledge and experience,

12.1.3. having adequate technical facilities and personnel capable of delivering the contract,

12.1.4. Economic and financial standing.

12.2. Economic Operators submitting a joint tender shall prove that the requirements mentioned in item 12.1 above are met jointly by all the Economic Operators concerned.

12.3. Economic Operator shall satisfy all requirements referred to in item 12.1 hereof not later than at the time of submitting the tender and shall demonstrate the absence of reasons for exclusion from participation due to failure to satisfy the requirements under art. 24 clause 1 of the Public Procurement Law Act.

12.4. The Awarding Entity shall determine whether the Economic Operator satisfies the requirements referred to in item 12.1. hereof on the basis of the representation submitted along with the tender, on satisfaction of the procedure participation requirements referred to in item 13.1. and on the basis of documents submitted along with the tender, required by the Awarding Entity, listed in clause 13 hereof, confirming the satisfaction of the requirements.

12.5. An Economic Operator may utilise the expertise and experience, technical facilities, personnel capable of delivering the contract, as well as financial resources of other entities, regardless of the nature of its relationship with such entities. In such case, the Economic Operator shall demonstrate to the Awarding Entity that it shall have at its disposal resources

necessary to perform the contract, in particular, by providing a written declaration of such entities to make necessary resources available to it for use throughout the contract performance term.

12.6. An Economic Operator who fails to demonstrate its compliance with the procedure participation requirements laid down by the Awarding Entity, as mentioned above, and fails to demonstrate the absence of reasons for exclusion from participation due to failure to satisfy the requirements referred to in art. 24 clause 1 of the Act, shall be excluded from the procedure.

13. List of representations/declarations and other documents required from Economic Operators as evidence of satisfaction of the procedure participation requirements and of absence of reasons for exclusion.

In order to demonstrate that an Economic Operator satisfies the requirements and that there are no reasons for exclusion due to failure to satisfy the requirements laid down in art. 24 clause 1 of the Public Procurement Law Act, along with the tender it shall submit the following:

1. Representation of the Economic Operator on satisfaction of the requirements laid down in art. 22 clause 1 items 1 - 4 of the Public Procurement Law Act – (representation template is appended hereto),

2. Representation of the Economic Operator on the absence of reasons for exclusion under art. 24 clause 1 of the Public Procurement Law Act – (representation template is appended hereto),

3. Representation of the Economic Operator, containing information on whether it is a member of a capital group referred to in art. 24 clause 2 item 5 of the Act. If the Economic Operator is a member of a capital group, along with its tender it shall submit a list of other members of the same capital group, as required under art. 26 clause 2b of the Act (representation template is appended hereto).

4. Valid extract from a relevant register, if applicable, in order to demonstrate absence of reasons for exclusion under art. 24 clause 1 item 2 of the Act; as regards natural persons - representations required under art. 24 clause 1 item 2 of the Act.

5. If the relevant Economic Operator has its registered seat or place of residence outside the Republic of Poland, instead of the documents referred to in item 4, it shall submit a document

or documents issued in the country where it has its registered seat or place of residence, confirming that:

- a) no liquidation proceedings are pending with respect to it and it has not been declared bankrupt,
- b) it is not in arrears as regards payment of taxes, levies as well as health and social insurance contributions or that it has been lawfully granted a tax exemption, adjournment, the possibility to pay outstanding tax liabilities in instalments, or the suspension of the execution of the decision of a competent body,
- c) no adjudication has been issued with respect to it, banning it from participating in a contract award procedure.

6. The documents referred to in items 4 and 5 shall be issued not earlier than six months before the tender submission deadline.

7. If - when demonstrating satisfaction of the requirements referred to in item 12.1. hereof - an Economic Operator relies on resources of other entities, in compliance with item 12.5. hereof, and such entities will be involved in performance of any part of the contract, the Awarding Entity shall require that the Economic Operator submits the documents referred to in items 13.2, 13.4 hereof, concerning such entities.

14. Joint Tender

14.1. The Awarding Entity shall require that the Economic Operators submitting a joint tender which has been evaluated as the most advantageous one, execute an agreement governing their cooperation and submit the same to the Awarding Entity not later than within 3 days prior to execution of the contract to be awarded hereunder. An agreement governing the cooperation between the Economic Operators submitting a joint tender shall contain the following:

- a) the business purpose for which the agreement is executed (which shall be the performance of the contract to be awarded hereunder);
- b) term of the agreement, which shall not be shorter than the term of the contract, plus the relevant statutory guaranty and implied warranty periods;
- c) provisions stating that the agreement cannot be terminated or withdrawn from by either party (Economic Operators acting jointly) until all obligations under the contract have been duly fulfilled;

- d) provisions stating that any amendment in the cooperation agreement between the Economic Operators shall be deemed null and void, unless made upon prior written consent of the Awarding Entity;
- e) representation that all parties (Economic Operators acting jointly) shall be jointly and severally liable for adequate performance of the contract, for providing performance bond, and for any claims under statutory guarantee and implied warranty;
- f) detailed description of the manner of cooperation of the partners in performing the contract and the division of tasks;
- g) appointment of the Leader representing the partners (Economic Operators acting jointly) in connection with the contract performance.
- h) information that the Leader is authorised to bind the partners, to receive payments from the Awarding Entity, and to receive instructions for and on behalf of all partners (Economic Operators acting jointly) and each of them separately.

14.2. Economic Operators submitting a joint tender shall provide in the tender form the correspondence address to which the Awarding Entity shall send all correspondence related to the contract awarding procedure.

15. Security Deposit

Security deposit shall not be required.

16. Performance Bond

Performance bond shall not be required under this contract awarding procedure.

Part IV

T e n d e r P r e p a r a t i o n

17. Representations and other documents required in the course of contract awarding procedure:

A tender shall consist of:

- a) completed Tender Form the content of which shall be in compliance with the template constituting Appendix No. 1 hereto. **(NOTE: the Awarding Entity has developed a separate template for each Lot, constituting Appendixes 1a to 1j hereto). Economic Operators submitting a tender for a specific Lot shall fill in the applicable Tender Form template;**
- b) representations and documents referred to in item 13 hereof, required under applicable legal provisions in force;
- c) power of attorney to submit the tender, along with documents confirming authorisation of people granting the power of attorney/submitting the tender (including power of attorney to represent all Economic Operators submitting a joint tender, in accordance with art. 23 clause 2 of the Act), unless the authorisation explicitly stems from other documents forming the tender,
- d) representation referred to in item 16.11. below – only when a given Economic Operator wishes that certain information provided in the tender be regarded as company secret.

17.2. A tender shall be drawn up in accordance with the requirements laid down herein.

17.3. An Economic Operator may only submit one tender by adequately filling in a Tender Form **with respect to (a) given Lot or Lots** for which the Economic Operator wish to compete. Submission of a larger number of tenders with respect to **the same Lot** or a tender providing for alternative solutions or a variant tender shall result in rejection of all tenders submitted by Economic Operator concerned.

17.4. A tender and all documents required hereunder shall satisfy the following requirements:

- a) a tender must be drawn up in Polish or English, in writing, e.g. typed or legibly handwritten,
- b) a tender form and all documents appended thereto, prepared by a given Economic Operator (also those submitted, using templates appended hereto) shall be signed; a document shall be deemed duly signed when bearing the original signature and name stamp of (a) person(s) authorised to represent the economic operator concerned, in compliance with the form of representation of the Economic Operator prescribed in its registration document or in any other document, as required for the form of organisation of the Economic Operator concerned,

c) if an Economic Operator is represented by an attorney-in-fact, appended to the tender must be also the power of attorney specifying the scope of authorisation granted and signed by persons authorised to represent the Economic Operator concerned,

d) other representations and documents (other than mentioned in item 17.4. letter b hereof) shall be appended in original or in the form of photocopies certified as true and original on each page by the Economic Operator or the relevant person(s) authorised to represent a given Economic Operator and shall be drawn up in Polish, unless otherwise stated herein.

17.5. Any corrections or amendments (including these made with the use of a correction pen) in the tender must be initialled personally by the person signing the tender.

17.6. Documents mentioned in art. 13 hereof, constituting the tender, shall be made in compliance with the templates appended hereto and requirements hereof.

17.7. It is recommended that the documents are submitted in the order prescribed in art. 13 hereof.

17.8. It is recommended that all tender pages be numbered and permanently bound.

17.9 Whenever a stamp is mentioned herein, the Awarding Entity allows for writing in hand the contents of the relevant stamp, e.g. business name, registered address and legible signature instead of name stamp.

17.10. Should a tender, representations, or documents contain information constituting a company secret within the meaning of regulations on combating unfair competition, the Economic Operator shall, not later than in the tender submission deadline, clearly specify which items of information should be regarded as company secret. Information announced publicly at the time of tender opening, namely the price, delivery term, guarantee period and payment terms specified in tenders cannot be required to be regarded as company secret.

18. Tender Packaging

18.1. A tender shall be submitted in a sealed packaging (envelope), ensuring that its contents cannot be seen and read before tender opening date without leaving any signs of tampering with the packaging.

18.2. The packaging shall be clearly marked as "TENDER" and shall bear the title of the contract awarding procedure and the Economic Operator's stamp with address.

18.3. The packaging (envelope) shall be addressed as follows:

Polskie Wydawnictwo Muzyczne

Al. Krasieńskiego 11a,
31-111 Kraków

The envelope or packaging shall state the full name and address of the Economic Operator submitting the tender and the following sentence in Polish or English:

TENDER

"Successive Purchase of Music Books (Scores) Published by Foreign Publishers".

Tender for the Lot No.:

- to be opened not earlier than 30 of March 2016, at 08.30 AM

19. Tender Preparation Costs

Economic Operators shall bear all costs related to preparation and submission of tenders.

20. Manner of clarifying the issues related to the Terms of Reference

20.1. An Economic Operator may ask the Awarding Entity for clarification concerning the contents hereof. The Awarding Entity shall provide relevant clarifications and explanations provided that the enquiry is received by the Awarding Entity not later than by the end of the day on which half of the time limit prescribed for the submission of tenders elapses. If an enquiry from an Economic Operator is received after that date, the Awarding Entity shall decide, at its own discretion, whether to provide explanations or not.

20.2. The Awarding Entity shall provide explanations required forthwith and not later than two days prior to tender submission deadline.

20.3. Concurrently, the Awarding Entity shall forward the question and related explanations to all Economic Operators who received the Terms of Reference, without specifying the enquirer; the enquiries and related explanations shall be also published by the Awarding Entity on its website <http://pwm.com.pl> (where the Terms of Reference are also published).

20.4. In the event of any discrepancy between the contents hereof and the contents of explanations provided, the contents of subsequent explanations provided by the Awarding Entity shall prevail.

20.5. Awarding Entity does not intent to organise a meeting for all Economic Operators.

21. Modifications of the Terms of Reference

21.1. In justified cases, the Awarding Entity may, at any time before tender submission deadline, modify the contents of the Terms of Reference. Any such modification shall be

immediately communicated by the Awarding Entity to all Economic Operators who received the Terms of Reference and published on the website at www.pwm.com.pl

21.2. If, as a result of any such modification of the Terms of Reference, additional time is required for making adequate changes in the tenders, the Awarding Entity shall postpone the tender submission deadline accordingly.

22. Tender Price Calculation

22.1 The contract delivery price shall be determined as a percentage discount granted on retail prices fixed for the ordered publications. A separate discount may be granted with respect to each publisher listed in a given Lot. It is also permitted to fix different discounts for different part of the tender: e.g. a separate discount for orchestral music scores.

22.2 Fixed percentage discount on retail prices must be stated in the tender form. The discount stated must apply to all titles ordered from individual Publishers listed in a given Lot. The form should also contain the discount granted for orchestral materials. Discount offered shall apply throughout the contract term.

23. Foreign Currencies

The Awarding Entity allows for settlements in the following currencies: PLN, GBP, EUR

Part V

**Manner and Criteria for Selection
of the Most Advantageous Tender**

24. Tender Evaluation Criteria

24.1. The tenders will be evaluated by Tender Evaluation Board.

24.2. The tenders will be evaluated in two stages:

Stage I: evaluation of fulfilment of formal requirements and of completeness of the tender.

Tenders which do not satisfy the requirements laid down in the Act and in the Terms of Reference shall be rejected; and if reasons for exclusion of a given Economic Operator are identified, the tenders shall be deemed rejected.

Stage II: subject-matter evaluation, based on the criteria described below.

Evaluated at Stage II will be tenders which have not been rejected, submitted by Economic Operators who are not subject to exclusion. Every Lot covered by the contract to be awarded hereunder shall be evaluated on the basis of criteria and requirements laid down herein.

25. Tender Evaluation Criteria

25.1. In order to select the most advantageous tender, the Awarding Entity shall apply the following criteria:

- discount on retail price – 80 %

(if different discounts are granted with respect to different publishers, the average discount shall be calculated for that purpose)

- shipping costs – 20 %

25.2. The tenders will be evaluated against "discount on retail price" criterion, based on the following formula:

$$U = \frac{U_x}{U_{max}} \times 100 \times \text{weight of the criterion}$$

where:

U – points scored under a given criterion by the tender being evaluated,

U_x – percentage discount on retail price offered in the tender,

U_{max} – the largest discount on retail price offered in the tenders with respect to a given Lot.

25.3. The tenders will be evaluated against "shipping costs" criterion, as follows:

- a) an Economic Operator who, in the submitted tender, declares to cover the shipping costs of the ordered publications will score 20.00 points under this criterion
- b) an Economic Operator who, in the submitted tender, does not declare to cover the shipping costs of the ordered publications will score 0.00 points under this criterion.

26. Rules of evaluation against the prescribed criteria

26.1. Considered the most advantageous shall be a tender which has scored the largest number of points in the course of evaluation conducted in accordance with the Terms of Reference.

26.2. The calculations shall be made to two decimal places.

26.3. The product of the points scored under a given criterion and percentage weight of that criterion shall be the tender's score under that criterion.

26.4. It is assumed that 1% = 1 point, and the points shall be calculated accordingly.

26.5. The Awarding Entity does not intend to select the most advantageous tender via electronic bidding.

Part VI

T e n d e r S u b m i s s i o n a n d O p e n i n g

27. Tender submission place and deadline

Tenders shall be submitted to the Awarding Entity's registered seat in Kraków, al. Krasieńskiego 11a, Room No. 304, by 30th March 2016, 08:15 AM. Tenders submitted after that date shall be returned to the relevant Economic Operators. As regards tenders sent via post, the date of delivery to the Awarding Entity's seat shall count.

28. Place and time of tender opening

Submitted tenders shall be opened on 30th March 2016 at 08:30 AM in the Awarding Entity's registered seat at al. Krasieńskiego 11a, in the Conference Room.

29. Public opening of tenders

29.1. Tenders will be opened in public.

29.2. Immediately prior to the opening, the Awarding Entity shall state the amount it intends to spend on each Lot of the Contract.

29.3. When opening the tenders, the Awarding Entity shall announce the names (business names) and addresses of the Economic Operators as well as information on the discount on retail price offered and declaration concerning coverage of shipping costs.

30. Tender validity period

The tender submitted by a given Economic Operator shall remain valid and binding for 30 days. Tender Validity Period shall commence following the tender submission deadline.

31. Modification or withdrawal of a tender

31.1. An Economic Operator may, prior to the tender submission deadline, modify or withdraw its tender.

31.2. Notice on modification or withdrawal of the tender shall be served in a manner and form prescribed for tender submission; NOTE that the packaging (envelope) must be marked "MODIFICATION"/"WITHDRAWAL".

Part VII

Provisions Pertaining to the Contract

32. Performance Bond

Awarding Entity does not require performance bond.

33. Payment Terms:

Payment terms as regards payment for the delivery of the object of the contract are laid down in the contract template appended hereto.

34. Liquidated Damages

The Awarding Entity shall claim liquidated damages, subject to the terms and conditions and in amounts prescribed in the contract template.

35. Contract Template

35.1. The Contract template is appended hereto. The Awarding Entity shall execute the contract upon final approval of the results of the contract awarding procedure, with the Economic Operator whose tender has been selected as the most advantageous, based on the criteria prescribed for the purpose of the present procedure. Contractual provisions material for the Awarding Entity and amounts of liquidated damages payable for inadequate performance or non-performance of the contract are provided in the contract template appended hereto.

35.2. An Economic Operator accepts the contents of the contract template constituting an appendix hereto by signing the tender form containing the relevant representation. The contractual provisions included in the contract template shall not be subject to any modification by the Economic Operator. Acceptance by the Economic Operator of the contractual provisions contained in the contract template is one of the requirements conditioning the validity of the tender.

36. Formal requirements related to the execution of the contract

1. The Awarding Entity shall execute a public procurement contract, subject to art. 183 of the Act within the time limit referred to in art. 94 clause 1 item 1 of the Act.
2. The Awarding Entity may execute the contract earlier than prescribed in item 1, if only one tender was submitted in the course of the present procedure.

3. Economic Operators submitting a joint tender which has been selected as the most advantageous, shall submit the document referred to in item 14.1. of the Terms of Reference not later than three days prior to the execution of the contract.

Part VIII
Final Provisions

37. Notice on the selection of the tender or cancellation of the contract awarding procedure

37.1. The Awarding Entity shall immediately notify the Economic Operators who submitted their tenders in the course of the present procedure of its decision, stating the name (business name), registered seat and address of the successful Economic Operator, along with summary evaluation and comparison of the tenders, containing scores obtained by tenders under each criterion and the total scores. Moreover, the Awarding Entity shall specify the date fixed in accordance with art. 94 clause 1 or clause 2 of the Public Procurement Law Act, after which the contract to be awarded hereunder may be executed.

37.2. Upon selection of the most advantageous tender, the Awarding Entity shall immediately announce the pieces of information referred to in item 36.1. on the website <http://pwm.com.pl> and in a publicly accessible place in its registered seat.

37.3. Immediately upon selection of the most advantageous tender, the Awarding Entity shall notify the Economic Operators who submitted their tenders about the Economic Operators whose tenders have been rejected and the Economic Operators who have been excluded from the contract awarding procedure, stating factual and legal reasons for it.

37.4. The Awarding Entity shall notify Economic Operators of cancellation of the contract procedure stating factual and legal reasons for cancellation, in line with the following: if cancelled prior to the tender submission deadline - all Economic Operators participating in the procedure; if cancelled after that deadline - the Economic Operators who have submitted their tenders.

38. Information on Legal Remedies

38.1. Economic Operators as well as persons and entities specified in the Act, whose legal interest in obtaining the contract has been or could be adversely affected as a result of a breach by the Awarding Entity of the provisions of the Act, shall be entitled to legal remedies envisaged in Chapter VI of the Public Procurement Law Act.

38.2. Before the elapse of the tender submission deadline, if the Awarding Entity is in breach of the provisions of the Act, entitled to legal remedies shall be also associations of Economic Operators entered in the list of organizations/associations entitled to legal remedies, kept by the President of the Public Procurement Office.

39. Miscellaneous

In matters not governed herein the provisions of the Public Procurement Law Act dated 29 January 2004 shall apply (consolidated text: Dz.U. [Journal of Laws] of 2015, item 2164).

**Appendix to the Terms of
Reference**

TENDER FORM

.....
(Economic Operator's stamp with address)

Telephone No.:.....

E-mail:

Polskie Wydawnictwo Muzyczne
Al. Krasieńskiego 11a,
31-111 Kraków

Further to the announcement on the contract awarding procedure conducted by Polskie Wydawnictwo Muzyczne as an open procedure, concerning "**Successive purchase of Music Books (Scores) Published by Foreign Publishers**", we hereby submit this tender and declare that we accept, in whole, the conditions laid down in the Terms of Reference as the only basis for the contract awarding procedure and that we waive any and all our contract performance terms and conditions.

TENDER

for

LOT 1

1. We hereby offer the delivery of the object of the contract specified in the Terms of Reference, in compliance with the terms and conditions laid down therein, and offer a discount on the catalogue prices of :.....% (say:.....%), for orchestral publications% (say:%).
2. Contract delivery period: successively, for 12 months from the date of execution of the contract.
3. We accept the payment terms laid down in the contract template appended to the Terms of Reference.

- 4. We represent that we have read and understood the Terms of Reference and raise no objections thereto.
- 5. Should our tender be selected, we undertake to execute the contract at time and place selected by the Awarding Entity.
- 6. We represent that if any major change occurs during the contract term in the situation described in the documents appended to our tender, we shall notify the Awarding Entity forthwith.
- 7. We agree to consider this tender valid for a period of 30 days from the date fixed in the Terms of Reference as tender submission deadline and declare that the tender shall remain binding upon us and may be accepted at any time before tender binding deadline.
- 8. We represent that:
 - a) the selection of our tender shall not create any tax obligation on the part of the Awarding Entity, pursuant to the Goods and Services Tax (VAT) Act*,
 - b) the selection of our tender shall create tax obligation on the part of the Awarding Entity, pursuant to the Goods and Services Tax (VAT) Act*.

Should it be confirmed that the selection of the tender of the Economic Operator will create tax obligation on the part of the Awarding Entity, the Economic Operator shall provide the following additional information:

Name (type) of goods or services, the supply or provision of which will create the tax obligation:.....

9. List of the parts of the Contract that we intend to subcontract with other Economic Operators.

| No. | Part of the contract that the Economic Operator intends to subcontract with another Economic Operator, along with the name and address of such Economic Operator |
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10. Submitted along with the present form are appendixes prepared in compliance with the Terms of Reference.

Stamp and signatures of the persons authorised to represent the Economic Operator in legal transactions:

.....

.....

Tender signed on:

**Appendix to the Terms of
Reference**

TENDER FORM

.....
(Economic Operator's stamp with address)

Telephone No.:.....

E-mail:

Polskie Wydawnictwo Muzyczne
Al. Krasińskiego 11a,
31-111 Kraków

Further to the announcement on the contract awarding procedure conducted by Polskie Wydawnictwo Muzyczne as an open procedure, concerning "**Successive purchase of Music Books (Scores) Published by Foreign Publishers**", we hereby submit this tender and declare that we accept, in whole, the conditions laid down in the Terms of Reference as the only basis for the contract awarding procedure and that we waive any and all our contract performance terms and conditions.

TENDER

for

LOT 2

1. We hereby offer the delivery of the object of the contract specified in the Terms of Reference, in compliance with the terms and conditions laid down therein, and offer a discount on the catalogue prices of :.....%

Schott (say:.....%), for orchestral publications%
(say:%).

Universal Edition (say:.....%), for orchestral publications
.....% (say:%).

Boosey&Hawkes (say:.....%), for orchestral publications
.....% (say:%).

Doblinger% (say:.....%) , for orchestral publications
.....% (say:), for orchestral publications
.....% (say:%).

Wiener Urtext Edition% (say:.....%) , for orchestral
publications% (say:%).

Carl Fischer% (say:.....%) , for orchestral
publications% (say:%).

IMC (say:.....%), for orchestral publications%
(say:%).

Hofmeister Musikverlag (say:.....%), for orchestral
publications% (say:%).

Dohr Verlag (say:.....%), for orchestral publications
.....% (say:), for orchestral publications
.....% (say:%).

Amadeus (say:.....%), for orchestral publications
.....% (say:%).

Bote&Bock (say:.....%), for orchestral publications
.....% (say:%).

Möseler Verlag (say:.....%), for orchestral publications
.....% (say:%).

Zen-On-Music% (say:.....%) , for orchestral
publications% (say:%).

2. Contract delivery period: successively, for 12 months from the date of execution of the contract.
3. We accept the payment terms laid down in the contract template appended to the Terms of Reference.
4. We represent that we have read and understood the Terms of Reference and raise no objections thereto.
5. Should our tender be selected, we undertake to execute the contract at time and place selected by the Awarding Entity.

6. We represent that if any major change occurs during the contract term in the situation described in the documents appended to our tender, we shall notify the Awarding Entity forthwith.
7. We agree to consider this tender valid for a period of 30 days from the date fixed in the Terms of Reference as tender submission deadline and declare that the tender shall remain binding upon us and may be accepted at any time before tender binding deadline.
8. We represent that:
 - a) the selection of our tender shall not create any tax obligation on the part of the Awarding Entity, pursuant to the Goods and Services Tax (VAT) Act*,
 - b) the selection of our tender shall create tax obligation on the part of the Awarding Entity, pursuant to the Goods and Services Tax (VAT) Act*.

Should it be confirmed that the selection of the tender of the Economic Operator will create tax obligation on the part of the Awarding Entity, the Economic Operator shall provide the following additional information:

Name (type) of goods or services, the supply or provision of which will create the tax obligation:.....

9. List of the parts of the Contract that we intend to subcontract with other Economic Operators.

| No. | Part of the contract that the Economic Operator intends to subcontract with another Economic Operator, along with name and address of such Economic Operator |
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10. Submitted along with the present form are appendixes prepared in compliance with the

Terms of Reference.

Stamp and signatures of the persons authorised to represent the Economic Operator in legal transactions:

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Tender signed on:

**Appendix to the Terms of
Reference**

TENDER FORM

.....
(Economic Operator's stamp with address)

Telephone No.:.....

E-mail:

Polskie Wydawnictwo Muzyczne
Al. Krasieńskiego 11a,
31-111 Kraków

Further to the announcement on the contract awarding procedure conducted by Polskie Wydawnictwo Muzyczne as an open procedure, concerning **"Successive purchase of Music Books (Scores) Published by Foreign Publishers"**, we hereby submit this tender and declare that we accept, in whole, the conditions laid down in the Terms of Reference as the only basis for the contract awarding procedure and that we waive any and all our contract performance terms and conditions.

TENDER

for

LOT 3

1. We hereby offer the delivery of the object of the contract specified in the Terms of Reference, in compliance with the terms and conditions laid down therein, and offer a discount on the catalogue prices of :.....% (say:.....%), for orchestral publications% (say:%).
2. Contract delivery period: successively, for 12 months from the date of execution of the contract.

- 3. We accept the payment terms laid down in the contract template appended to the Terms of Reference.
- 4. We represent that we have read and understood the Terms of Reference and raise no objections thereto.
- 5. Should our tender be selected, we undertake to execute the contract at time and place selected by the Awarding Entity.
- 6. We represent that if any major change occurs during the contract term in the situation described in the documents appended to our tender, we shall notify the Awarding Entity forthwith.
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 - a) the selection of our tender shall not create any tax obligation on the part of the Awarding Entity, pursuant to the Goods and Services Tax (VAT) Act*,
 - b) the selection of our tender shall create tax obligation on the part of the Awarding Entity, pursuant to the Goods and Services Tax (VAT) Act*.

Should it be confirmed that the selection of the tender of the Economic Operator will create tax obligation on the part of the Awarding Entity, the Economic Operator shall provide the following additional information:

Name (type) of goods or services, the supply or provision of which will create the tax obligation:.....

9. List of the parts of the Contract that we intend to subcontract with other Economic Operators.

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Stamp and signatures of the persons authorised to represent the Economic Operator in legal transactions:

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Tender signed on:

**Appendix to the Terms of
Reference**

TENDER FORM

.....
(Economic Operator's stamp with address)

Telephone No.:

E-mail:

Polskie Wydawnictwo Muzyczne
Al. Krasieńskiego 11a,
31-111 Kraków

Further to the announcement on the contract awarding procedure conducted by Polskie Wydawnictwo Muzyczne as an open procedure, concerning **"Successive purchase of Music Books (Scores) Published by Foreign Publishers"**, we hereby submit this tender and declare that we accept, in whole, the conditions laid down in the Terms of Reference as the only basis for the contract awarding procedure and that we waive any and all our contract performance terms and conditions.

TENDER

for

LOT 4

1. We hereby offer the delivery of the object of the contract specified in the Terms of Reference, in compliance with the terms and conditions laid down therein, and offer a discount on the catalogue prices of :.....% (say:.....%), for orchestral publications% (say:%).
2. Contract delivery period: successively, for 12 months from the date of execution of the contract.

- 3. We accept the payment terms laid down in the contract template appended to the Terms of Reference.
- 4. We represent that we have read and understood the Terms of Reference and raise no objections thereto.
- 5. Should our tender be selected, we undertake to execute the contract at time and place selected by the Awarding Entity.
- 6. We represent that if any major change occurs during the contract term in the situation described in the documents appended to our tender, we shall notify the Awarding Entity forthwith.
- 7. We agree to consider this tender valid for a period of 30 days from the date fixed in the Terms of Reference as tender submission deadline and declare that the tender shall remain binding upon us and may be accepted at any time before tender binding deadline.
- 8. We represent that:
 - a) the selection of our tender shall not create any tax obligation on the part of the Awarding Entity, pursuant to the Goods and Services Tax (VAT) Act*,
 - b) the selection of our tender shall create tax obligation on the part of the Awarding Entity, pursuant to the Goods and Services Tax (VAT) Act*.

Should it be confirmed that the selection of the tender of the Economic Operator will create tax obligation on the part of the Awarding Entity, the Economic Operator shall provide the following additional information:

Name (type) of goods or services, the supply or provision of which will create the tax obligation:.....

9. List of the parts of the Contract that we intend to subcontract with other Economic Operators.

| No. | Part of the contract that the Economic Operator intends to subcontract with another Economic Operator, along with name and address of such Economic Operator |
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Stamp and signatures of the persons authorised to represent the Economic Operator in legal transactions:

.....

..... Tender signed on:

**Appendix to the Terms of
Reference**

TENDER FORM

.....
(Economic Operator's stamp with address)

Telephone No.:

E-mail:

Polskie Wydawnictwo Muzyczne
Al. Krasieńskiego 11a,
31-111 Kraków

Further to the announcement on the contract awarding procedure conducted by Polskie Wydawnictwo Muzyczne as an open procedure, concerning **"Successive purchase of Music Books (Scores) Published by Foreign Publishers"**, we hereby submit this tender and declare that we accept, in whole, the conditions laid down in the Terms of Reference as the only basis for the contract awarding procedure and that we waive any and all our contract performance terms and conditions.

TENDER

for

LOT 5

1. We hereby offer the delivery of the object of the contract specified in the Terms of Reference, in compliance with the terms and conditions laid down therein, and offer a discount on the catalogue prices of :.....%

Oxford Univeristy Press% (say:.....%).

ABRSM% (say:.....%).

2. Contract delivery period: successively, for 12 months from the date of execution of the contract.

- 3. We accept the payment terms laid down in the contract template appended to the Terms of Reference.
- 4. We represent that we have read and understood the Terms of Reference and raise no objections thereto.
- 5. Should our tender be selected, we undertake to execute the contract at time and place selected by the Awarding Entity.
- 6. We represent that if any major change occurs during the contract term in the situation described in the documents appended to our tender, we shall notify the Awarding Entity forthwith.
- 7. We agree to consider this tender valid for a period of 30 days from the date fixed in the Terms of Reference as tender submission deadline and declare that the tender shall remain binding upon us and may be accepted at any time before tender binding deadline.
- 8. We represent that:
 - a) the selection of our tender shall not create any tax obligation on the part of the Awarding Entity, pursuant to the Goods and Services Tax (VAT) Act*,
 - b) the selection of our tender shall create tax obligation on the part of the Awarding Entity, pursuant to the Goods and Services Tax (VAT) Act*.

Should it be confirmed that the selection of the tender of the Economic Operator will create tax obligation on the part of the Awarding Entity, the Economic Operator shall provide the following additional information:

Name (type) of goods or services, the supply or provision of which will create the tax obligation:.....

9. List of the parts of the Contract that we intend to subcontract with other Economic Operators.

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Stamp and signatures of the persons authorised to represent the Economic Operator in legal transactions:

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..... Tender signed on:

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**Appendix to the Terms of
Reference**

TENDER FORM

.....
(Economic Operator's stamp with address)

Telephone No.:

E-mail:

Polskie Wydawnictwo Muzyczne
Al. Krasieńskiego 11a,
31-111 Kraków

Further to the announcement on the contract awarding procedure conducted by Polskie Wydawnictwo Muzyczne as an open procedure, concerning **"Successive purchase of Music Books (Scores) Published by Foreign Publishers"**, we hereby submit this tender and declare that we accept, in whole, the conditions laid down in the Terms of Reference as the only basis for the contract awarding procedure and that we waive any and all our contract performance terms and conditions.

TENDER

for

LOT 6

1. We hereby offer the delivery of the object of the contract specified in the Terms of Reference, in compliance with the terms and conditions laid down therein, and offer a discount on the catalogue prices of :.....%
Ricordi (say:.....%), for orchestral publications%
(say:%).
Durand (say:.....%), for orchestral publications%
(say:%).

Salabert (say:.....%), for orchestral publications%
(say:%).

Max Eschig (say:.....%), for orchestral publications
.....% (say:%).

2. Contract delivery period: successively, for 12 months from the date of execution of the contract.
3. We accept the payment terms laid down in the contract template appended to the Terms of Reference.
4. We represent that we have read and understood the Terms of Reference and raise no objections thereto.
5. Should our tender be selected, we undertake to execute the contract at time and place selected by the Awarding Entity.
6. We represent that if any major change occurs during the contract term in the situation described in the documents appended to our tender, we shall notify the Awarding Entity forthwith.
7. We agree to consider this tender valid for a period of 30 days from the date fixed in the Terms of Reference as tender submission deadline and declare that the tender shall remain binding upon us and may be accepted at any time before tender binding deadline.
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 - a) the selection of our tender shall not create any tax obligation on the part of the Awarding Entity, pursuant to the Goods and Services Tax (VAT) Act*,
 - b) the selection of our tender shall create tax obligation on the part of the Awarding Entity, pursuant to the Goods and Services Tax (VAT) Act*.

Should it be confirmed that the selection of the tender of the Economic Operator will create tax obligation on the part of the Awarding Entity, the Economic Operator shall provide the following additional information:

Name (type) of goods or services, the supply or provision of which will create the tax obligation:.....

9. List of the parts of the Contract that we intend to subcontract with other Economic Operators.

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Stamp and signatures of the persons authorised to represent the Economic Operator in legal transactions:

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Tender signed on:

**Appendix to the Terms of
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TENDER FORM

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(Economic Operator's stamp with address)

Telephone No.:.....

E-mail:

Polskie Wydawnictwo Muzyczne
Al. Krasieńskiego 11a,
31-111 Kraków

Further to the announcement on the contract awarding procedure conducted by Polskie Wydawnictwo Muzyczne as an open procedure, concerning **"Successive purchase of Music Books (Scores) Published by Foreign Publishers"**, we hereby submit this tender and declare that we accept, in whole, the conditions laid down in the Terms of Reference as the only basis for the contract awarding procedure and that we waive any and all our contract performance terms and conditions.

TENDER

for

LOT 7

1. We hereby offer the delivery of the object of the contract specified in the Terms of Reference, in compliance with the terms and conditions laid down therein, and offer a discount on the catalogue prices of :.....% (say:.....%), for orchestral publications% (say:%).
2. Contract delivery period: successively, for 12 months from the date of execution of the contract.

3. We accept the payment terms laid down in the contract template appended to the Terms of Reference.
4. We represent that we have read and understood the Terms of Reference and raise no objections thereto.
5. Should our tender be selected, we undertake to execute the contract at time and place selected by the Awarding Entity.
6. We represent that if any major change occurs during the contract term in the situation described in the documents appended to our tender, we shall notify the Awarding Entity forthwith.
7. We agree to consider this tender valid for a period of 30 days from the date fixed in the Terms of Reference as tender submission deadline and declare that the tender shall remain binding upon us and may be accepted at any time before tender binding deadline.
8. We represent that:
 - a) the selection of our tender shall not create any tax obligation on the part of the Awarding Entity, pursuant to the Goods and Services Tax (VAT) Act*,
 - b) the selection of our tender shall create tax obligation on the part of the Awarding Entity, pursuant to the Goods and Services Tax (VAT) Act*.

Should it be confirmed that the selection of the tender of the Economic Operator will create tax obligation on the part of the Awarding Entity, the Economic Operator shall provide the following additional information:

Name (type) of goods or services, the supply or provision of which will create the tax obligation:.....

9. List of the parts of the Contract that we intend to subcontract with other Economic Operators.

| No. | Part of the contract that the Economic Operator intends to subcontract with another Economic Operator, along with name and address of such Economic Operator |
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Stamp and signatures of the persons authorised to represent the Economic Operator in legal transactions:

.....

..... Tender signed on:

**Appendix to the Terms of
Reference**

TENDER FORM

.....
(Economic Operator's stamp with address)

Telephone No.:

E-mail:

Polskie Wydawnictwo Muzyczne
Al. Krasieńskiego 11a,
31-111 Kraków

Further to the announcement on the contract awarding procedure conducted by Polskie Wydawnictwo Muzyczne as an open procedure, concerning **"Successive purchase of Music Books (Scores) Published by Foreign Publishers"**, we hereby submit this tender and declare that we accept, in whole, the conditions laid down in the Terms of Reference as the only basis for the contract awarding procedure and that we waive any and all our contract performance terms and conditions.

TENDER

for

LOT 8

1. We hereby offer the delivery of the object of the contract specified in the Terms of Reference, in compliance with the terms and conditions laid down therein, and offer a discount on the catalogue prices of :.....% (say:.....%), for orchestral publications% (say:%).
2. Contract delivery period: successively, for 12 months from the date of execution of the contract.

- 3. We accept the payment terms laid down in the contract template appended to the Terms of Reference.
- 4. We represent that we have read and understood the Terms of Reference and raise no objections thereto.
- 5. Should our tender be selected, we undertake to execute the contract at time and place selected by the Awarding Entity.
- 6. We represent that if any major change occurs during the contract term in the situation described in the documents appended to our tender, we shall notify the Awarding Entity forthwith.
- 7. We agree to consider this tender valid for a period of 30 days from the date fixed in the Terms of Reference as tender submission deadline and declare that the tender shall remain binding upon us and may be accepted at any time before tender binding deadline.
- 8. We represent that:
 - a) the selection of our tender shall not create any tax obligation on the part of the Awarding Entity, pursuant to the Goods and Services Tax (VAT) Act*,
 - b) the selection of our tender shall create tax obligation on the part of the Awarding Entity, pursuant to the Goods and Services Tax (VAT) Act*.

Should it be confirmed that the selection of the tender of the Economic Operator will create tax obligation on the part of the Awarding Entity, the Economic Operator shall provide the following additional information:

Name (type) of goods or services, the supply or provision of which will create the tax obligation:.....

9. List of the parts of the Contract that we intend to subcontract with other Economic Operators.

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10. Submitted along with the present form are appendixes prepared in compliance with the Terms of Reference.

Stamp and signatures of the persons authorised to represent the Economic Operator in legal transactions:

.....

..... Tender signed on:

**Appendix to the Terms of
Reference**

TENDER FORM

.....
(Economic Operator's stamp with address)

Telephone No.:

E-mail:

Polskie Wydawnictwo Muzyczne
Al. Krasieńskiego 11a,
31-111 Kraków

Further to the announcement on the contract awarding procedure conducted by Polskie Wydawnictwo Muzyczne as an open procedure, concerning **"Successive purchase of Music Books (Scores) Published by Foreign Publishers"**, we hereby submit this tender and declare that we accept, in whole, the conditions laid down in the Terms of Reference as the only basis for the contract awarding procedure and that we waive any and all our contract performance terms and conditions.

TENDER

for

LOT 9

1. We hereby offer the delivery of the object of the contract specified in the Terms of Reference, in compliance with the terms and conditions laid down therein, and offer a discount on the catalogue prices of :.....% (say:.....%), for orchestral publications% (say:%).
2. Contract delivery period: successively, for 12 months from the date of execution of the contract.

3. We accept the payment terms laid down in the contract template appended to the Terms of Reference.
4. We represent that we have read and understood the Terms of Reference and raise no objections thereto.
5. Should our tender be selected, we undertake to execute the contract at time and place selected by the Awarding Entity.
6. We represent that if any major change occurs during the contract term in the situation described in the documents appended to our tender, we shall notify the Awarding Entity forthwith.
7. We agree to consider this tender valid for a period of 30 days from the date fixed in the Terms of Reference as tender submission deadline and declare that the tender shall remain binding upon us and may be accepted at any time before tender binding deadline.
8. We represent that:
 - a) the selection of our tender shall not create any tax obligation on the part of the Awarding Entity, pursuant to the Goods and Services Tax (VAT) Act*,
 - b) the selection of our tender shall create tax obligation on the part of the Awarding Entity, pursuant to the Goods and Services Tax (VAT) Act*.

Should it be confirmed that the selection of the tender of the Economic Operator will create tax obligation on the part of the Awarding Entity, the Economic Operator shall provide the following additional information:

Name (type) of goods or services, the supply or provision of which will create the tax obligation:.....

9. List of the parts of the Contract that we intend to subcontract with other Economic Operators.

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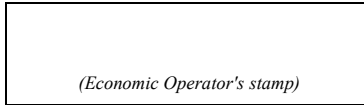
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10. Submitted along with the present form are appendixes prepared in compliance with the Terms of Reference.

Stamp and signatures of the persons authorised to represent the Economic Operator in legal transactions:

.....

..... Tender signed on:



REPRESENTATION

Submitting the tender in the open procedure for awarding the contract for **"Successive purchase of Music Books (Scores) Published by Foreign Publishers"** we hereby represent that pursuant to art. 22 clause 1 items 1-4 of the Public Procurement Law Act (consolidated text: Dz. U. [Journal of Laws] of 2015, item 2164) we satisfy the procedure participation requirements as regards:

1. having officially acknowledged qualifications to conduct a given type of activity or perform a given action, if such officially acknowledged qualifications are required under applicable provisions of law;
2. having adequate knowledge and experience,
3. having adequate technical facilities and personnel capable of delivering the contract,
4. Economic and financial standing.

_____ dated _____

STAMP AND SIGNATURE
of the Economic Operator

Appendix No. 3 to the Terms of Reference



REPRESENTATION

Submitting the tender in the open procedure for awarding the contract for **"Successive purchase of Music Books (Scores) Published by Foreign Publishers"** we hereby represent that there are no reasons for our exclusion due to failure to satisfy the requirements referred to in art. 24 clause 1 of the Public Procurement Law Act.

_____ dated _____

STAMP AND SIGNATURE

REPRESENTATION

Submitting the tender in the open procedure for awarding the contract for **"Successive purchase of Music Books (Scores) Published by Foreign Publishers"** we hereby represent that

- a) we are not a member of a capital group referred to in art. 24 clause 2 item 5 of the Public Procurement Law Act *,
- b) we are a member of a capital group referred to in art. 24 clause 2 item 5 of the Public Procurement Law Act *,

If the Economic Operator is a member of a capital group referred to in art. 24 clause 2 item 5 of the Public Procurement Law Act, the Economic Operator shall submit the list of entities belonging to the same capital group.

_____ dated _____

STAMP AND SIGNATURE
of the Economic Operator

** strike out inapplicable*

Contract template analogous for the LOTS 1 – 10

PUBLIC PROCUREMENT CONTRACT

executed this day of in Krakow, by and between:

Polskie Wydawnictwo Muzyczne seated in Krakow 31-111, al. Krasińskiego 11a, entered in the register of institutions of culture under the entry No.: RIK 92/2016, NIP [Tax ID No.] 675-000-10-76, hereinafter: "the Awarding Entity"

represented by:

Director – Adam Radzikowski

and

..... seated in,
..... entered in under entry No.
..... NIP [Tax ID No.] and REGON [National Registry of
Business Entities No.] represented by..... hereinafter
referred to as the "Economic Operator".

The Awarding Entity and Economic Operator jointly referred to as the "Parties".

In connection with the selection of the tender of the Economic Operator in the course of the contract awarding procedure concerning a public procurement contract, pursuant to art. 10 clause 1 of the Public Procurement Law Act dated 29 January 2004 (consolidated text: Dz. U. [Journal of Laws] of 2015, No. 2164), conducted as an open procedure, the following contract is hereby executed:

Article 1

Object of the Contract

1. The object of the contract shall be successive delivery of: books and music books (scores) published by (hereinafter: the Publications).

Article 2

Delivery

1. The Publications shall be delivered successively, based on orders placed by the Awarding Entity, specifying details of ordered publications, their number and quality. Orders shall be placed electronically or via on-line system of the Economic Operator.
2. The Economic Operator shall ship the ordered publications at the cost of the Awarding Entity. The manner of shipping shall be every time selected by the Awarding Entity. The ordered Publications shall be shipped within seven days of receipt of the order.
3. The Economic Operator shall deliver the orders referred to in clause 1 in compliance with the requirements of the Awarding Entity laid down in the relevant order.
4. An Economic Operator shall immediately – within 48 hours - notify the Awarding Entity of temporary unavailability of Publications included in the order. If a given title is unavailable, the Economic Operator shall record it as a back order and deliver the same as soon as possible; however, not later than within 90 days of order placement. After that period a back order shall expire and the Economic Operator should delete it from the register of back orders. The Parties agree that the cost and risk of shipping the ordered publications included in the back order shall be borne by the Awarding Entity.

Article 3

Returns

1. The Awarding Entity shall not be entitled to make returns.
2. In exceptional cases, like special offer on selected Publications granted by the Awarding Entity, the Economic Operator may grant consent to the return of Publications and define the return procedure in writing, via e-mail.

Article 4

Complaints

1. Any shortage or defect discovered and reported to the Economic Operator in compliance with art. 9 after receipt of the goods from the Economic Operator shall be considered as valid complaint document.
2. The Awarding Entity shall lodge any complaint within five days of acceptance of a given delivery.
3. The Economic Operator shall consider the complaint and present its opinion in writing, within five calendar days of receipt thereof.

4. If a complaint is admitted as justified, the Economic Operator shall deliver adjusting invoice to the Awarding Entity within seven days of admitting the complaint as justified or shall deliver the missing goods.

Article 5

Discount

1. The Parties agree that the discount granted to the Awarding Entity with respect to Publications constituting the object hereof, calculated on catalogue retail prices shall be% (say:.....%).
2. Catalogue retail prices shall be stated in sales documents issued by the Economic Operator.
3. Catalogue retail prices shall not be higher than the prices offered to other customers of the Economic Operator, whose aggregate annual purchases are not smaller.

Article 6

Payment Terms

1. Payments due for individual invoices (Remuneration) shall be made via a bank transfer to the bank account of the Economic Operator No.:
2. Invoices shall be payable within 30 days of receipt of duly issued invoice.
3. Payment shall be deemed made on the date the Awarding Entity instructed its bank to transfer the relevant amount to the Economic Operator's bank account shown on the invoice. Total remuneration of the Economic Operator for the delivery of the object of the contract during the contract term shall not exceed PLN
4. When the total amount payable to the Economic Operator hereunder equals the amount stated in art. 6 clause 3, the contract shall expire and no further orders shall be placed.

Article 7

Term and Termination of the Contract

1. This Contract is executed for a specified period of one year, counting from the date of execution or the date of fulfilment of the condition mentioned in art. 6 clause 4.
2. The Awarding Entity shall have a right to terminate this Contract subject to a one-month notice period, with effect at the end of the calendar month.
3. The Awarding Entity shall have a right to terminate the Contract with immediate effect, without granting any additional time limit, if at least one of the following circumstances occurs:

- a) the Economic Operator fails to deliver the object of the Contract and the interruption in the delivery exceeds 30 days;
 - b) the Economic Operator delivers the back orders after the time limit prescribed in art. 2 clause 4;
 - c) the Economic Operator applies retail prices other than specified in art. 5.
4. In the event of any delay in contract performance attributable to the Economic Operator, the Economic Operator shall pay liquidated damages in the amount up to 1% of the value of the pending order for each day of delay in excess of 14 days, which the Awarding Entity is entitled to set off against remuneration due to the Economic Operator.
 5. Should the Awarding Entity withdraw from the Contract for reasons attributable to the Economic Operator, as mentioned in art. clause 3, the Awarding Entity shall claim from the Economic Operator liquidated damages at a rate up to 1% of the amount stated in art. 6 clause 4.
 6. Should any damage be incurred due to non-performance or inadequate performance of the Contract, exceeding the value of the liquidated damages referred to above, the Awarding Entity reserves the right to claim damages in excess of the liquidated damages prescribed herein.
 7. The Awarding Entity shall have a right to set off liquidated damages claimed from the Economic Operator against remuneration due to it.
 8. Should a major change in the circumstances occur, as a result of which the performance hereof is no longer in public interest, which could not have been foreseen at the time of execution hereof, the Awarding Entity may withdraw from the Contract within a month of becoming aware of the above-mentioned circumstances. In such case, the Economic Operator may only claim remuneration due for the already performed part of the Contract.

Article 8

1. Any amendments hereto or supplements herein shall be made in writing or else they shall be deemed null and void.
2. The Parties allow for the possibility to make a major amendment to the contractual provisions if:
 - a) a given amendment in the Contract will be objectively favourable to the Awarding Entity from the perspective of general purpose of the delivery of the object of the Contract;
 - b) new major circumstances occur, justifying the amendment, which could not have been foreseen at the time of execution hereof.

Article 9

Correspondence and Authorisation

1. The Parties agree that any correspondence between them shall be deemed duly served if delivered in person, via messenger service, registered mail, fax, or e-mail, upon acknowledgement of receipt, confirming that correspondence was delivered to the respective registered addresses of the Parties, as stated in the valid extract from the relevant register. Correspondence concerning financial settlements and returns shall be sent to the e-mail address or the fax number of the Awarding Entity.
2. The Parties hereby authorise each other to issue VAT invoices pertaining to the present Contract without a signature of the recipient, except for adjusting invoices which, for their validity, must be signed and sent back by the recipient.
3. The following persons shall be the Parties' respective contact persons:
Awarding Entity:
Email:..... Phone:.....
Economic Operator:
Email:..... Phone:.....

Article 10

Final Provisions

1. In matters not governed herein the provisions of the Civil Code shall apply.
2. The Parties agree that any dispute arising in connection with the performance hereof shall be resolved by common court of first or second instance, competent for the registered seat of the Awarding Entity.
3. The Parties shall notify each other of any change in the data provided herein, which are necessary for the performance of the Contract.
4. This Contract is made in three counterparts, one to be received by each party.

Economic Operator:

Awarding Entity:

_____.

_____.