Case file no.: XIV/264/**14/**17 Warsaw, 2017-11-27

**INFORMATION ABOUT CORRECTION OF THE TRANSLATION OF THE ToR**

**Re.: open tender public procurement procedure pursuant to Article 39 of the Public Procurement Law of 29 January 2004 (Journal of Laws of 2015, Item 2164, as amended) (hereinafter the "PPL") named: "Purchase and Implementation of an the Integrated Resource Management System for Libraries”.**

1. Due to obvious translation errors the Contracting Authority, pursuant to Article 38 Section 4 of the PPL, hereby amends the **translation** of the ToR so that:
2. **In the Attachment no. 1 to the ToR - Description of the Object of the Contract:**
3. **Item 2.3. Plan of implementation:**

* the provision that currently reads:

„ Implementation at the National Library is to be completed no later than after 31 December 2018.”

* shall now be read as follows:

„ Implementation at the National Library is to be completed no later than 31 December 2018.”

1. **Item 1.5.:**

* the provision that currently reads:

„The Contractor shall ensure availability of the System for the users (patrons, staff) at the level of 99.5% throughout the year.”

* shall now be read as follows:

„The Contractor shall ensure availability of the System for the users and patrons, at the level of 99.5% throughout the year.”

[An analogous change is also introduced in “Notice for changes to tor and changes to contract notice and extension of time limit for submission of tenders and of date of opening of tenders” published on 2017-11-16]

1. **Item 1.14.:**

* the provision that currently reads:

„The System shall support at least the following data exchange and communication standards and protocols: Z39.50, SRU, SRW, OAI-PMH, SIP2, OpenURL, COUNTER, SUSHI.”

* shall now be read as follows:

„The System shall support at least the following data exchange and communication standards and protocols: Z39.50, OAI-PMH.”

1. **In the Attachment no. 2 to the ToR – Sample contract:**
2. **Title:**

* the provision that currently reads:

“Sample contract - Attachment no. 2 to the Terms of Reference”

* shall now be read as follows:

“Draft Contract - Attachment no. 2 to the Terms of Reference”

1. **§1 Item 13:**

* the provision that currently reads:

„Contract – shall mean this contract along with the attachment thereto, which shall constitute its integral part.”

* shall now be read as follows:

„Contract – shall mean this contract along with the attachments thereto, which shall constitute its integral part.”

1. **§3 Section 1:**

* the provision that currently reads:

„The Contractor shall perform the Object of the Contract referred to in Clause 2 above in the period from the date of signing of this Contract until 30 September 2024, in accordance with the following time schedule:

1) Phase I – on or before 30 June 2018

Scope of the phase:

a) delivery of the Technical Documentation and User Documentation for the System

b) training of System administrators

c) delivery and configuration of the System

2) Phase II – on or before 31 December 2018

Scope of the phase:

a) preparation of tools for data migration and data upload

b) migration of data of the National Library

3) Phase III – on or before 14 August 2019

Scope of the phase:

a) implementation of the System at the libraries indicated by the National Library, in accordance with the DOC that constitutes Attachment no. 2 to the Contract.”

* shall now be read as follows:

„The Contractor shall perform the Object of the Contract referred to in Clause 2 above in the period from the date of signing of this Contract until 30 September 2024, in accordance with the following time schedule:

1) Phase I – by 30 June 2018 at the latest

Scope of the phase:

a) delivery of the Technical Documentation and User Documentation for the System

b) training of System administrators

c) delivery and configuration of the System

2) Phase II – by 31 December 2018 at the latest

Scope of the phase:

a) preparation of tools for data migration and data upload

b) migration of data of the National Library

3) Phase III – by 14 August 2019 at the latest

Scope of the phase:

a) implementation of the System at the libraries indicated by the National Library, in accordance with the DOC that constitutes Attachment no. 2 to the Contract.”

1. **§4 Section 7:**

* the provision that currently reads:

„If the Contract expires for any reason, the Contractor shall provide within 30 calendar days from the date of expiration of the Contract all the bibliographic data, at least in the following formats: MARCXML, ISO 2709 exchange format, JSON. The Contractor shall provide at the Contracting Authority's request all the other resources necessary to restore the library processes and the current status.”

* shall now be read as follows:

„ If the Contract expires for any legal reason, the Contractor shall provide within 30 calendar days from the date of expiration of the Contract all the bibliographic data, at least in the following formats: MARCXML, ISO 2709 exchange format, JSON. The Contractor shall provide at the Contracting Authority's request all the other resources necessary to restore the library processes and the current status.”

1. **§6 Section 1 Item 4:**

* the provision that currently reads:

“the materials provided to the Contracting Authority for the purpose of performance of the Contract do not breach any third party rights, in particular any rights arising from the provisions of law governing economic copyrights, moral copyrights and derivative rights, rights arising from patents and inventions, registration of trademarks, utility models, technology improvement designs and trade secrets.”

* shall now be read as follows:

“the materials provided to the Contracting Authority for the purpose of performance of the Contract do not breach any third party rights, in particular any rights arising from the provisions of law governing economic copyrights, moral copyrights and neighbouring rights, rights arising from patents and inventions, registration of trademarks, utility models, technology improvement designs and trade secrets.”

1. **§6 Section 3 Item 1:**

* the provision that currently reads:

“ upon the delivery to the Contracting Authority of the User Documentation for the System referred to in Clause 3.1.1.(a) above, the Contractor shall transfer to the Contracting Authority, as a part of consideration for the contract fee, all the economic copyrights and derivative rights thereto, including the, unlimited in terms of time and territory, right to use in various forms and shapes, as the need may be, and to any and all works, documents and other elements made in the course of making of the design documentation, in any form;”

* shall now be read as follows:

“upon the delivery to the Contracting Authority of the User Documentation for the System referred to in Clause 3.1.1.(a) above, the Contractor shall transfer to the Contracting Authority, as a part of consideration for the contract remuneration, all the author’s economic copyrights and neighbouring rights thereto, including the, unlimited in terms of time and territory, right to use in various forms and shapes, as the need may be, and to any and all works, documents and other elements made in the course of making of the design documentation, in any form;”

1. **§6 Section 3 Item 3:**

* the provision that currently reads:

“the Contractor represents that starting from the transfer of the economic copyrights and derivative rights, the Contracting Authority shall have the exclusive and unlimited in time right to use the entirety of the documentation in any known and identifiable fields of use, in particular to:

a) record it on any medium,

b) to multiply it with the use of any technology, including copying and production of copies of the works of authorship or their elements, in their entirety or in part, with the use of digital technology, print, photocopy, as a magnetic record and to enter it into computer memory and computer and telecommunication networks, without limitations;

c) to introduce into trading, grant for gratuitous use, rent or otherwise make available copies of the works of authorship, in their entirety or in part and to disseminate the works of authorship in computer and telecommunication networks;

d) to disseminate it as hard copies, digital records and/or multimedia transmissions.”

* shall now be read as follows:

“the Contractor represents that starting from the transfer of the economic copyrights and neighbouring rights, the Contracting Authority shall have the exclusive and unlimited in time right to use the entirety of the documentation in any known and identifiable fields of use, in particular to:

a) record it on any medium,

b) to multiply it with the use of any technology, including copying and production of copies of the works of authorship or their elements, in their entirety or in part, with the use of digital technology, print, photocopy, as a magnetic record and to enter it into computer memory and computer and telecommunication networks, without limitations;

c) to introduce into trading, grant for gratuitous use, rent or otherwise make available copies of the works of authorship, in their entirety or in part and to disseminate the works of authorship in computer and telecommunication networks;

d) to disseminate it as hard copies, digital records and/or multimedia transmissions.”

1. **§8 Section 3:**

* the provision that currently reads:

“The remuneration referred to in Clause 8.1.1 above shall be payable in instalments, on the basis of invoices to be issued following the signing of an unqualified acceptance protocol for the given stage, in accordance with the following remuneration payment schedule:

1) For the completion of phase I referred to in Clause 3.1.1 above - 15 % of the remuneration referred to in Clause 8.1.1 above,

2) For the completion of phase II referred to in Clause 3.1.2 above - 15 % of the remuneration referred to in Clause 8.1.1 above,

3) For the completion of phase III referred to in Clause 3.1.3 above - 70 % of the remuneration referred to in Clause 8.1.1 above.”

* shall now be read as follows:

“The remuneration referred to in Clause 8.1.1 above shall be payable in instalments, on the basis of invoices to be issued following the signing of an unqualified acceptance protocol for the given phase, in accordance with the following remuneration payment schedule:

1) For the completion of phase I referred to in Clause 3.1.1 above - 15 % of the remuneration referred to in Clause 8.1.1 above,

2) For the completion of phase II referred to in Clause 3.1.2 above - 15 % of the remuneration referred to in Clause 8.1.1 above,

3) For the completion of phase III referred to in Clause 3.1.3 above - 70 % of the remuneration referred to in Clause 8.1.1 above.”

1. **§8 Section 4 Item 1:**

* the provision that currently reads:

“ For the service provided in the period from the date of acceptance of the Object of the Contract referred to in Clause 3.1.1 above (phase I) until 31 December 2018 – in the amount of ………………………. (say: …………………………………………) PLN net plus the VAT at the rate of ….., i.e. ……………. PLN (say: ………………………………………………..) PLN gross, on the basis of an invoice issued earlier than on the date of commencement of the service,”

* shall now be read as follows:

“For the service provided in the period from the date of acceptance of the Object of the Contract referred to in Clause 3.1.1 above (phase I) until 31 December 2018 – in the amount of ………………………. (say: …………………………………………) PLN net plus the VAT at the rate of ….., i.e. ……………. PLN (say: ………………………………………………..) PLN gross, on the basis of an invoice issued not earlier than on the date of commencement of the service,”

1. **§9 Section 1:**

* the provision that currently reads:

“The Contractor shall grant a statutory warranty covering physical and legal defects and a contractual warranty covering physical and legal defects until 31 December 20124 for the object of the contract. The period of the statutory and contractual warranty shall commence on the unqualified acceptance date of phase III of the Contract.”

* shall now be read as follows:

“The Contractor shall grant a statutory warranty covering physical and legal defects and a contractual warranty covering physical and legal defects until 31 December 2024 for the object of the contract. The period of the statutory and contractual warranty shall commence on the unqualified acceptance date of phase III of the Contract.”

1. **§15:**

* the provision that currently reads:

“Amendment of the Contract”

* shall now be read as follows:

“Amendments to the Contract”

1. **§15 Section 1:**

* the provision that currently reads:

“The Contracting Authority does not expect material changes to the provisions of this Contract from the provisions of the bid, unless such changes involve a change in the amount of the flat remuneration due to the Contractor, which may be changed in the following cases:

1) in the case of change in the Value Added Tax (VAT) rate, as appropriate to the change introduced,

2) changes in the minimum wage or the minimum hourly pay rate established under the provisions of the Act of 10 October 2002 on Minimum Wage,

3) changes in the social insurance or health insurance policies or the rate of social security or health insurance premiums

- if these changes will affect the cost of performance of the contract by the Contractor, according to which the Parties agree, that changes to the applicable laws referred to in items (2) and (3) of this paragraph shall apply to persons performing the Object of the Contract, and at the same time the Contractor shall demonstrate to the Contracting Authority that such changes affect the cost of performance of the Contract by the Contractor. For this purpose, the Contractor is entitled to apply to the Contracting Authority for a change of remuneration, submitting relevant documents confirming the validity of the submission of such a request. In such a case, the Contractor shall show in the submitted application and the documents attached thereto that the change of generally applicable law has a direct impact on the costs of performance of the Object of the Contract and the extent to which the change has affected the amount of the Contractor's remuneration.

In case of the change referred to in item 1), the gross remuneration of the Contractor will be changed in accordance with the introduced change in the rate of VAT on goods and services. In case of the change referred to in item 2), the remuneration of the Contractor shall be changed by the value resulting from the increase of the remuneration of the persons performing the Object of the Contract up to the amount of the current minimum wage, taking into account rates of social security or health insurance premiums of the amount of minimum wage. In the case of the change referred to in item 3), the remuneration of the Contractor shall be changed in accordance to the change of the social insurance and health insurance policies or shall be changed by the increase resulting from the increase of the social security and health insurance premiums of persons performing the Object of the Contract to the amount of currently viable rates of social security and health insurance premiums. In case of the change in the remuneration provided for in this paragraph, this change shall take effect from the date on which the changes in the generally applicable law, which caused this change, enter into force.”

* shall now be read as follows:

“The Contracting Authority does not expect significant amendments to the provisions of this Contract from the provisions of the bid, unless such amendments involve a change in the amount of the flat remuneration due to the Contractor, which may be changed in the following cases:

1) in case of change in the Value Added Tax (VAT) rate, as appropriate to the change introduced,

2) changes in the amount of minimum wage or minimum hourly pay rate based on provisions of the Act of 10 October 2002 on the minimum wage,

3) changes in the rules on social insurance or health insurance or the rate of social security or health insurance contributions

- if these changes will affect the cost of performance of the contract by the Contractor, according to which the Parties agree, that changes to the applicable laws referred to in items (2) and (3) of this paragraph shall apply to persons performing the Object of the Contract, and at the same time the Contractor shall demonstrate to the Contracting Authority that such changes affect the cost of performance of the Contract by the Contractor. For this purpose, the Contractor is entitled to apply to the Contracting Authority for a change of remuneration, submitting relevant documents confirming the validity of the submission of such a request. In such a case, the Contractor shall show in the submitted application and the documents attached thereto that the change of generally applicable law has a direct impact on the costs of performance of the Object of the Contract and the extent to which the change has affected the amount of the Contractor's remuneration.

In case of the change referred to in item 1), the gross remuneration of the Contractor will be changed in accordance with the introduced change in the rate of VAT on goods and services. In case of the change referred to in item 2), the remuneration of the Contractor shall be changed by the value resulting from the increase of the remuneration of the persons performing the Object of the Contract up to the amount of the current minimum wage, taking into account rates of social security or health insurance contributions of the amount of minimum wage. In the case of the change referred to in item 3), the remuneration of the Contractor shall be changed in accordance to the change of the social insurance and health insurance rules or shall be changed by the increase resulting from the increase of the social security and health insurance contributions of persons performing the Object of the Contract to the amount of currently viable rates of social security and health insurance contributions. In case of the change in the remuneration provided for in this paragraph, this change shall take effect from the date on which the changes in the generally applicable law, which caused this change, enter into force.”

1. In the translation of the Terms of Reference with the attachments all occurrences of the term “Sample contract” are replaced by the term “Draft Contract”.
2. The change to the translation of the ToR (pursuant to Article 38 Section 4 of the PPL) shall be posted by the Contracting Authority on the website in the "Public procurement" („Zamówienia publiczne”) tab: <http://bn.org.pl/bip/zamowienia-publiczne>.