

**Ordinance No. 61
of the Rector of Poznan University of Technology
of 23 December 2025
(RO/XII/61/2025)**

on awarding public contracts with a value below PLN 170,000 net

Acting pursuant to Article 23(2)(2) of the Act of 20 July 2018 – Law on Higher Education and Science (Journal of Laws of 2024, item 1571, as amended), **it is ordered** as follows:

§ 1

GENERAL PROVISIONS

1. Expenditure of funds shall be carried out in a purposeful and economical manner, in accordance with the principle of achieving the best possible results from the given outlays, and in a way that ensures the timely implementation of tasks.
2. An organisational unit of Poznan University of Technology may not, for the purpose of avoiding the application of the Public Procurement Law (the PPL Act):
 - 1) combine contracts which, if awarded separately, would require the application of different provisions of the PPL Act;
 - 2) divide contracts into separate contracts in order to avoid joint estimation of their value.
3. A contract shall be awarded to the contractor offering the most advantageous conditions for performance of the contract, taking into account the offered price and, where specified, other criteria relating to the subject matter of the contract, such as functionality, technical parameters, operating costs, warranty conditions, payment terms, etc.
4. Prior to initiating a contract award procedure, the organisational unit of Poznan University of Technology shall estimate the value of the contract with due diligence, in particular in order to determine:
 - 1) whether there is an obligation to apply the PPL Act;
 - 2) whether the expenditure is covered by the material and financial plan.
5. The basis for determining the value of a contract is the total estimated remuneration of the contractor, excluding value added tax (VAT).
6. The amount which the contracting authority intends to allocate to financing the contract may not exceed the funds provided for in the contracting authority's material and financial plan and in the plans of individual organisational units or in approved updates to those plans. In the case of projects implemented by Poznan University of Technology that are financed or co-financed from foreign sources, expenditure may be incurred only for the purposes and in the amounts provided for in the relevant agreement or decision.
7. Responsibility for the proper implementation of this Ordinance rests with persons authorised by the Rector of Poznan University of Technology to incur financial liabilities.
8. These regulations apply to the awarding of contracts under projects receiving co-financing and to contracts awarded on the basis of separate agreements providing for other procurement procedures, subject to the obligation to comply with the restrictions resulting from those procedures.

§ 2

PROCEDURES FOR AWARDING PUBLIC CONTRACTS

1. Contracts other than those implemented under university-wide tenders (including, among others, for computer and multimedia equipment, promotional gadgets and materials, chemical reagents, technical gases, cleaning products, office supplies, consumables for printers and multifunction devices, insurance), organised for the needs of organisational units of Poznan University of Technology, with a value of up to and including PLN 5,000 gross, may be carried out independently by the organisational unit of Poznan University of Technology, subject to compliance with the provisions of § 1. Such contracts should be preceded by market research but do not require documentation in the form of a market research report.
2. Contracts other than those referred to in section 1, or those implemented under tenders (university-wide or organised for the needs of organisational units of Poznan University of Technology), with a value exceeding PLN 5,000 gross, may be carried out independently by the organisational unit of Poznan University of Technology, subject to compliance with the provisions of § 1 and selection of the contractor based on market research.
3. The purchase of airline tickets, regardless of value, shall be carried out through a specialised entity selected under the basic procedure pursuant to Article 275 of the PPL Act, which, on behalf of Poznan University of Technology, conducts market research in accordance with the principles set out in the agreement concluded as a result of the procurement procedure referred to above, subject to § 1(8).

4. Conducting market research consists in sending a price inquiry to at least three contractors, asking for the price at which the potential contractor would perform the contract. The price inquiry may include additional criteria for the evaluation of offers. If it is not possible to send the inquiry to three contractors, the consent of the Head of the Public Procurement Office (DZP) must be obtained to send the inquiry to two or one contractor.
5. Responsibility for the accuracy of information concerning the lack of possibility to send an inquiry to three contractors rests with the head of the organisational unit.
6. A contract may be awarded provided that at least one offer meeting the requirements relating to the subject of the contract is received. If only one valid offer is received, before concluding the procedure the organisational unit of Poznan University of Technology should send a supplementary inquiry to at least two additional contractors.
7. If it is not possible to select the most advantageous offer because more than one offer presents the same balance of price and other evaluation criteria, the offer with the lowest price shall be selected; if offers with the same price have been submitted, the contractors shall be invited to submit additional offers. Contractors may not offer prices higher than those offered in the submitted offers.
8. Negotiations may be conducted with all tenderers or only with the tenderer who submitted the most advantageous offer, in order to improve it with regard to the adopted evaluation criteria. Negotiations may not lead to a change in the content of the price inquiry and may concern only those elements of the offers that are subject to evaluation under the offer evaluation criteria.
9. The price inquiry shall be sent, subject to section 10, in writing (by traditional mail) or by electronic mail (e-mail).
10. With regard to contracts for the supply of standard (commonly available) goods, e.g. office equipment, whose total value does not exceed PLN 20,000, it is permissible to conduct market research by analysing at least five offers obtained from websites. The offers analysed must be comparable.
11. The price inquiry should include at least the following information:
 - 1) name and address of the contracting authority;
 - 2) a detailed description of the subject of the contract, including information affecting the content of submitted offers, including information on whether the inquiry concerns brand-new goods;
 - 3) conditions for contract performance, including the deadline;
 - 4) payment terms;
 - 5) offer evaluation criteria and information on the point or percentage weights assigned to individual criteria, if price is not the sole criterion;
 - 6) indication of the person authorised to contact contractors;
 - 7) indication of the level of detail and form of submission of the offer;
 - 8) place and deadline for submission of offers.
 In addition, the inquiry may include:
 - 1) information on the possibility of submitting partial offers,
 - 2) conditions for participation in the procedure and a description of the method of assessing their fulfilment,
 - 3) essential elements to be included in the contract or a draft contract initialled by a legal counsel,
 - 4) the minimum required warranty period;
 - 5) other provisions.
12. The description of the subject of the contract and the required level of detail of offers should enable verification and comparison of offers.
13. Contractors' offers submitted in response to the price inquiry should be submitted in writing (by traditional mail) or by electronic mail (e-mail).
14. On the basis of the offers received, the organisational unit of Poznan University of Technology selects the contractor that has offered the most advantageous conditions for performance of the contract in accordance with the adopted evaluation criteria, subject to section 6.
15. A report on the conducted market research shall be drawn up in at least two copies, using the template specified in Attachment No. 1. The relevant person authorised by the Rector of Poznan University of Technology to incur financial liabilities is responsible for retaining the report and the offers for a period of at least 4 years from the date of receipt of the invoice or for a longer period if required by separate regulations or concluded agreements.
16. On the basis of the market research, the organisational unit of Poznan University of Technology completes the Order form (in two copies) using the template specified in Attachment No. 2 or prepares a contract (in four copies). The contracting authority may prepare an order using its own template, which must include at least the information specified in Attachment No. 3. The order shall be prepared in accordance with the instructions set out in Attachment No. 4.
17. The obligation to conclude a contract in written form applies to:
 - 1) contracts for which an advance payment is envisaged;
 - 2) contracts for services with a value exceeding PLN 20,000 gross, or lower if justified by the specific nature of the subject of the contract (e.g. the need to regulate contractual penalties, the possibility of withdrawal from the contract, acceptance rules, intellectual property rights, confidentiality),

- 3) contracts for construction works,
- 4) contracts for supplies with a value exceeding PLN 50,000 gross, and in cases justified by the specific nature of the subject of the contract (e.g. the need to regulate contractual penalties, the possibility of withdrawal from the contract, acceptance rules).
18. Payment in the form of an advance is permissible only in particularly justified cases and may not exceed 50% of the contract value. In the case of advances exceeding PLN 20,000, the contractor is required to provide security in the form of a bank or insurance guarantee.
19. Withdrawal from concluding a contract and deviation from the principles referred to in section 18 require the consent of the Bursar (Chief Financial Officer).
20. The contract should be signed by an authorised representative of the contractor.
21. Before submission to the Rector of Poznan University of Technology or a person authorised by the Rector to incur obligations, and to the Bursar, the contract should be approved by a legal counsel and an employee of the Public Procurement Office.
22. A contract for the performance of a public contract should specify in particular:
 - 1) designation of the parties;
 - 2) a detailed specification of the subject of the contract (in justified cases, the description may be supplemented by, for example, the contractor's offer, the price inquiry, design documentation, drawings—provided that they constitute an attachment to the contract);
 - 3) rules for calculating contractual penalties;
 - 4) rules for withdrawal from the contract;
 - 5) transfer of copyright—in cases where the subject of the contract is a work within the meaning of the Act of 4 February 1994 on Copyright and Related Rights;
 - 6) the deadline and place of contract performance / duration of the contract;
 - 7) rules for acceptance of the subject of the contract and for remedying defects;
 - 8) warranty and guarantee period and terms;
 - 9) the amount of remuneration / method of calculating remuneration;
 - 10) payment terms and the contractor's bank account number;
 - 11) provisions required by separate regulations, including the GDPR clause.
23. The net and gross price in the order and in the market research report should be expressed in PLN. If offers have been submitted in a foreign currency, conversion to PLN should be made using the average exchange rate of the National Bank of Poland (NBP) on the date of preparation of the market research report, or on the preceding day if the current rate has not yet been published on the NBP website.
24. The order or contract and the market research reports must be prepared in Polish. It is recommended that documents constituting attachments to the contract or to the market research report that are in a foreign language be translated into Polish. A sworn translation is not required.
25. In the case of contracts financed or co-financed from external sources, the order/contract must be signed, in addition to the persons indicated in section 20, also by:
 - 1) the project manager, who confirms the necessity of the purchase for the implementation of the project,
 - 2) the project supervisor from the Research and Projects Office, who confirms compliance with the project implementation agreement.
 These signatures must be affixed before the signature of the employee of the Public Procurement Office and the Bursar.
26. The organisational unit of Poznan University of Technology is obliged, within 14 days of abandoning the performance of a contract, to notify the Public Procurement Office in writing (via internal mail) or by electronic mail (e-mail) of the fact that a contract previously signed by an employee of the Public Procurement Office will not be performed.
27. Employees of the Public Procurement Office maintain a register of contracts. When the value of contracts in particular categories of supplies (products) or services (e.g. furniture supply, laboratory glassware, photocopiers, carpentry services, etc.) approaches the threshold of PLN 170,000 net, the units will be notified of the need to conduct a different procedure (e.g. a tender).
28. Settlement and transfer of financial resources for the completed contract shall be made on the basis of an invoice delivered to the Invoice Acceptance Point or the Bursar's Office of Poznan University of Technology. The invoice description must include:
 - the name of the organisational unit of Poznan University of Technology,
 - a description of the subject of the contract: indication of the subject of the contract, including clarification of the entries contained on the invoice (explanation of what was purchased, if this does not result directly from the wording on the invoice),
 - an indication of the purpose of the expenditure, falling within the catalogue of the University's statutory tasks,
 - in the case of late performance of the task, the invoice description should include information on the necessity to

- charge contractual penalties,
- in the case of invoices relating both to capital expenditure (purchase/modernisation/improvement of fixed assets) and renovation works, the invoice description should include a breakdown of the amount into individual tasks,
- allocation account, cost centre (MPK), source of financing,
- order or contract number,
- the legal basis for awarding the public contract (Article 2(1)(1) of the PPL), and where the contract is implemented under a different procedure (e.g. a tender), the legal basis shall be determined by the Public Procurement Office,
- confirmation (signature) of the completeness and correctness of contract performance in accordance with the contract or order, in particular with regard to quantity, quality, deadline and price, and the correctness of the entries on the invoice, by persons responsible for its performance (substantive control of the invoice),
- the signature of the person authorised by the Rector of Poznan University of Technology to incur financial obligations, which also constitutes confirmation that the contract has been performed in accordance with § 1 of the Ordinance.

Documents confirming performance of the contract in the form of delivery notes or acceptance protocols (in each case for construction works) shall be attached to the invoice.

29. For contracts listed in Attachment No. 1, it is not necessary to conduct market research.
30. For contracts listed in Attachment No. 1 items 1–4, it is not necessary to award the contract in the form of an order document or a contract.
31. Contracts for computer, network and multimedia equipment and software with a value of up to PLN 300 gross inclusive may be implemented independently by the organisational unit of Poznan University of Technology, in compliance with the provisions of § 1, without additional procedures; contracts exceeding this amount shall be awarded through a university-wide tender organised by the Public Procurement Office of Poznan University of Technology.
32. Consent to purchase computer, network and multimedia equipment and software without applying the procedures of the PPL Act (tender) may, in exceptional cases, be granted by the Head of the Public Procurement Office.
33. In the event of the need to immediately eliminate a failure due to the safety of the facility and the persons and property located therein, or in other justified cases, it is permissible—upon the Rector's consent—to implement a contract without applying the provisions of this Ordinance.

§ 3

Ordinance No. 45 of the Rector of Poznan University of Technology of 24 November 2021 on awarding public contracts with a value of less than PLN 130,000 net (RO/XI/45/2021) is hereby repealed.

§ 4

This Ordinance shall enter into force on the date of signing, with effect from 1 January 2026.

Rector
of Poznan University of Technology

Professor Teofil Jesionowski, Ph.D., D.Sc.

Conducting market research is not required in the case of the following contracts:

1. scientific publications,
2. fuel for vehicles,
3. air tickets, the cost of which is reimbursed to University guests by way of reimbursement,
4. participation in scientific conferences and professional training courses,
5. contracts for specific work and contracts of mandate (this does not apply to contracts concluded with natural persons acting within the scope of their business activity),
6. library collections,
7. banking services,
8. flight training,
9. professional training provided at the request of PUT,
10. assessments in the process of supervision of accredited research laboratories carried out by the Polish Centre for Accreditation,
11. barter and sponsorship agreements;
12. contracts listed in Article 11(1) of the PPL Act, in particular contracts the subject of which is:
 - a) research and development services, unless they are covered by CPV codes 73000000-2 to 73120000-9, 73300000-5, 73420000-2 and 73430000-5, i.e.:
 - 73000000-2 Research and experimental development services and related consultancy services
 - 73100000-3 Research and experimental development services
 - 73110000-6 Research services
 - 73111000-3 Laboratory research services
 - 73112000-0 Marine research services
 - 73120000-9 Experimental development services
 - 73300000-5 Design and execution of research and development
 - 73420000-2 Pre-feasibility study and technological demonstration
 - 73430000-5 Testing and evaluationas defined in the Common Procurement Vocabulary, provided that the following conditions are jointly met:
 - the benefits of these services accrue exclusively to the contracting authority for the purposes of its own activities,
 - the contracting authority pays the entire remuneration for the service provided;
 - b) the acquisition of programmes and materials for programmes, or their development, production or co-production, where they are intended for the provision of audiovisual media services or radio media services—provided by audiovisual or radio media service providers;
 - c) the purchase of airtime or programmes from audiovisual or radio media service providers;
 - d) the acquisition of ownership or other rights to existing buildings or real estate.

Market Research Report for a Public Contract Awarded by

- I. Organisational unit of PUT:
- II. Subject of the contract:
- III. Method of submitting offers: by post / by e-mail / analysis of offers from websites / BIP / Competitive Database.¹
- IV. Selection criteria²: price
- V. Contractors invited to submit an offer:

No.	Contractor details	Date of offer submission ³	Price in foreign currency	Price in PLN (net)	Price in PLN (gross)	Remarks
1						
2						
3						
4						
5						
6						

- VI. Conversion of the contract value into PLN was made according to the exchange rate... (NBP table no..... dated)¹.
- VII. Information on the comparability of offers: The submitted offers are: compliant with the request for quotation, comparable, and concern brand-new goods¹.
- VIII. Information on negotiations conducted:
- IX. The contracting authority selected offer no. submitted by
- X. Justification for selecting an offer whose price was not the lowest:
- XI. The procedure was cancelled because:
- XII. Allocation account, source of financing, project⁴.....
- XIII. Indication of the purpose of the expenditure

Date of preparation:

Prepared by legible signature	Signature of the person authorised to incur financial obligations legible signature
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¹ Cross out as appropriate.

² Other criteria than price must be specified if they were applied in the market research.

³ If an offer was not submitted by a contractor, enter "no offer".

⁴ Required only if the market research report is prepared for contracts.

Poznan, dated

(stamp of the contracting unit)

Order No.

Supplier:	Recipient: Invoice details: Poznan University of Technology ul. Jacka Rychlewskiego 1; 61-131 Poznań NIP: 777-00-03-699 Recipient details: Poznan University of Technology Inst. / Faculty ul.; Poznań tel. Name and surname
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Based on the offer submitted on, which constitutes an attachment to this order, Poznan University of Technology places the following order:

No.	Description of the subject of the order	Quantity	Currency	Net unit price	Net value
1					
2					
Net value of the order: VAT% / VAT value: Gross value of the order:				XXX	
Conversion into PLN according to the exchange rate (NBP table no. dated): PLN net					
Allocation account, source of financing, project					
Legal basis for awarding the public contract:		Article 2(1)(1) of the PPL Act			

Form of payment: bank transfer

Payment deadline: days from the date of receipt of the invoice.

Delivery / service completion date:

Warranty:

Place of delivery / service performance:

.....
signature of the person responsible
for contract performance

.....
signature of the person authorised
to incur obligations

.....
signature of the employee of the
Public Procurement Office

.....
signature of the project manager

.....
signature of the project supervisor
from the Research and Projects
Office

.....
signature of the Chief Financial Of-
ficer (Bursar)

Instructions for completing the order form

1. The copy intended for the contractor should contain only the signature of the person authorised by the Rector of PUT to incur financial obligations and the signature of the Chief Financial Officer (Bursar).
2. The copy intended for the contractor does not have to include information on the allocation account, source of financing, project, or the legal basis for awarding the public contract.
3. The order should be accepted for performance by the contractor in one of the following ways: by a direct note with the date, stamp and signature on the copy of the order retained by the University ("Order accepted for performance – stamp and signature"), or by a separate letter sent by post or electronically (e-mail) containing at least the wording: "order No. dated with a value of has been accepted for performance". Confirmation of acceptance for performance is not required if the offer was submitted by an authorised representative of the Contractor and confirmation of receipt of the order is available.
4. For fields that do not apply to a given order, enter "not applicable" or cross out the field.
5. The payment term is calculated from the date of delivery of the invoice for the completed supply/service. A payment term shorter than 14 days requires the consent of the Chief Financial Officer (Bursar).
6. The delivery/completion date, payment term and warranty specified in the order may not be less favourable than those resulting from the contractor's offer.
7. Direct costs (e.g. related to teaching or research activities) may not be financed from general institute-wide/faculty-wide indirect costs.