

Expenditure implemented under contract No. DOB-SZAFIR/02/B/004/02/2021

Project Acronym: CoVTex

Title of the research project: Development of functional bioactive textile protection for medical support of the Polish Armed Forces as an element of preventing SARS-CoV-2 infections"

Date of placing the contract notice: 01.08.2023 r.

**Notice of awarded contract in the field of science
with the terms of the contract
(hereinafter referred to as: "Announcement")**

1. Name and address of the customer:

Łukasiewicz Research Network – Łódź Institute of Technology
19/27 Marii Skłodowskiej – Curie Street, 90-570 Łódź.

1.1. Unit handling the case: Public Procurement Department, 5/15 Brzezińska Street, 92-103 Łódź

The website of the proceeding <https://platformazakupowa.pl/pn/lit>

1.2. All communication between the customer and the contractor, including the submission of offers, takes place electronically using the customer purchasing platform:

<https://platformazakupowa.pl/pn/lit>

2. Awarded contracts procedure

2.1. The proceedings will be conducted in accordance with Art. 11 sec. 5 point 1) of the Act from September 11, 2019, Public Procurement Law (Journal of Laws of 2022, item 1710, as amended), hereinafter referred to as the Public Procurement Law.

2.2. The proceedings are conducted in Polish. The documentation has been translated into English. The offer may be submitted in Polish as well as in English.

3. The source of financing:

The subject of the contract is financed from external funds as part of a research project *"Development of functional bioactive textile protection for medical support of the Polish Armed Forces as an element of preventing SARS-CoV-2 infections."*

4. Procedure number

The proceedings to which this document relates are marked by: FO-Z/ŁIT/7/2023/N. Contractors should refer to these symbols in all contacts with the Customer.

5. Object of the contract

5.1. The subject of the order is the **delivery of a device for testing the efficiency of particle filtration.**

CPV CODE: 38540000-2 Testing and measuring machinery and equipment

A detailed description of the subject of the order is contained in Appendix 2 to the Notice - Assortment and Price Sheet.

5.2. The delivery includes brand-new equipment, unused in the factory packaging, from ongoing production.

5.3. The term "equipment delivery" should be understood as the delivery, at one's own expense and risk, of the equipment required by the Customer.

5.4. The customer does not allow the submission of any variant offers.

5.5. The customer does not allow the submission of any partial offers.

5.6. The Customer allows the possibility of submitting equivalent offers. An equivalent offer is an item with the same or better technical, qualitative, and functional parameters that meets the minimum parameters specified by the Customer in Appendix No. 2 (Assortment and price sheet). In this case, the Contractor is obliged to submit together with the offer, a detailed specification in which it will be clear to the Customer that the offered assortment has the same technical, quality, and functional parameters in relation to the assortment specified by the Customer in the description of the subject of the order. The Customer informs that if the description of the subject of the order includes trademarks, an offer that meets the parameters of an individually indicated assortment specified by its manufacturer is considered an equivalent offer.

5.7. The subject of the order is used only for the purpose of research, experimental, scientific, or development works, which are not used by the Customer to conduct mass production to achieve market profitability or to cover the costs of research or development.

6. Deadline for the execution of the contract

The order will be completed after the selection of the Contractor's offer within 10 weeks from the date of signing the contract.

7. Information on the method of communication between the Customer and Contractors and the provision of statements or documents, as well as an indication of persons authorized to communicate with Contractors

7.1. The procedure is conducted in electronic form via platformzakupowa.pl (hereinafter referred to as the Platform) available at <https://platformazakupowa.pl/pn/lit>

7.2. In these proceedings, statements, applications, notifications, and other information are provided in electronic form via the Platform and the "Send Message" form on the website of a given proceeding. The date of submission (receipt) of statements, applications, notifications, and information is the date of their sending via the Platform by clicking the "Send Message" button,

after which a message will appear that the message has been sent to the Customer.

The person authorized to contact the Contractors on the part of the Customer in substantive matters is Mrs. **Dorota Kowalczyk**, cell number.: +48 42 25 34 416

In case of technical questions related to the operation of the Platform, please contact us from the Platform Customer Support Center at the number 22 101 02 02, cwk@platformazakupowa.pl

7.3. The Customer will provide Contractors with information in electronic form via the Platform. Information regarding answers to questions, changes to the announcement, and changes to the deadline for submitting offers will be posted by the Customer on the platform in the "Announcements" section. Correspondence, which, in accordance with applicable regulations, is addressed to a specific Contractor, will be sent in electronic form via the Platform to a specific Contractor.

7.4. Customer, in accordance with § 11 Act 2 of the Regulation of the Prime Minister on the method of preparing and submitting information and technical requirements for electronic documents and means of electronic communication in public procurement proceedings or competitions (Journal of Laws of 2020, item 2452, hereinafter: "Regulation on the use of electronic means of communication"), defines the necessary hardware and application requirements enabling work on the Platform, i.e.:

- a) Permanent access to the Internet with a guaranteed capacity of not less than 512kb/s.
- b) PC or MAC computer with the following configuration: memory min. 2 GB Ram, Intel IV 2 GHz processor (or equivalent) or its newer version, one of the operating systems - MS Windows 7, Mac Os x 10 4, Linux, or their newer versions.
- c) Any web browser installed, in the case of Internet Explorer at least version 10 0.
- d) JavaScript enabled.
- e) Installed Adobe Acrobat Reader or another program that supports the pdf file format.
- f) The platform works according to the standard adopted in network communication - UTF 8 encoding.
- g) The indication of the time of data receipt by the purchasing platform is the date and exact time (hh:mm:ss) generated according to the local server time synchronized with the clock of the Central Office of Measures.

7.5. The Contractor, by joining this public procurement procedure:

- a) accepts the terms of use of the Purchasing Platform set out in the Platformzakupowa.pl Regulations for Users (Contractors) posted on the website under the link <https://platformazakupowa.pl/strona/1-regulamin> in the "Regulations" tab and considers it binding,
- b) has read and complies with the instructions for submitting offers/applications available at the link.

7.6.

The Customer informs that the instructions for using the Platform regarding in particular, logging in, submitting requests for clarification of the content of the Announcement, submitting offers, and other activities undertaken in these proceedings using the Platform can be found in the "Instructions for Contractors" tab on the website at: <https://platformazakupowa.pl/strona/45-instructions>.

8. Description of how to prepare offers

8.1. Contractors are required to carefully read the information contained in the Notice and prepare an offer in accordance with the requirements specified in the document. The Contractor who has his registered office in Poland - is obliged to submit documentation in Polish. If the Contractor has its registered office or place of residence outside the borders of the Republic of Poland - it is obliged to submit documentation in English.

8.2. The Contractor submits an offer only on the Offer Form (Appendix No. 1 to the Notice).

8.3. Offers submitted in a different way than on the Offer Form (Appendix 1 to the Notice) will not be evaluated.

8.4. The Contractor attaches to the offer:

- a) filled Assortment and Price Sheet (Appendix No. 2 to the Notice);
- b) Copy or information from the National Court Register or the Central Register and Information on Economic Activity, in the scope of art. 109 sec. 1 point 4 of the Public Procurement Law, drawn up not earlier than 3 months before its submission, if separate provisions require entry in the register or records;
- c) a document confirming that the person acting on behalf of the Contractor is authorized to represent it (excerpt from the relevant register and/or power of attorney).

If the Contractor has its registered office or place of residence outside the Republic of Poland, instead of the documents referred to in point

8.4) The announcements shall be submitted by a document or documents issued in the country where the Contractor has its registered office or place of residence, confirming respectively that its liquidation has not been opened, its bankruptcy has not been declared, its assets are not managed by a liquidator or court, it has not entered into an arrangement with creditors, its economic activity is not suspended or he is not in any other similar situation resulting from a similar procedure provided for in the regulations of the place of initiation of this procedure, drawn up not earlier than 3 months before its submission. If in the country where the Contractor has its registered office or place of residence, the documents referred to in point

8.4) of the SWZ, shall be replaced by a document containing the Contractor's declaration, indicating the person or persons authorized to represent it, made under oath, or, if the country in which the Contractor has its registered office or place of residence does not have regulations on the declaration under oath, before a court or administrative authority, notary public, professional or economic self-government body competent for the seat or place of residence of the Contractor, drawn up not earlier than 3 months before its submission.

8.5. The bid form (Appendix 1 to the Notice) and the completed Assortment and Price Sheet (Appendix 2 to the Notice) to be valid **must be (signed) with a qualified electronic signature or a trusted signature or a personal signature of a person authorized to act on behalf of the Contractor.**

8.6. In the case of making statements or signing any documents by a proxy, it is required to attach to the offer a **power of attorney** to represent the Contractor in the public procurement procedure. The power of attorney is drawn up, to be valid, in electronic form, and provided with a qualified

electronic signature, trusted signature, or personal (electronic) signature of the principal.

If the Contractor has only a power of attorney in paper form, a digital copy of this document is provided with a qualified electronic signature, a trusted signature, or a personal (electronic) signature, certifying the compliance of the digital copy with the document in paper form. The certification of compliance of the digital representation with the power of attorney in paper form is made by the principal or notary public.

8.7. If the documents or statements submitted in the contract award procedure have been prepared as a paper document and signed by hand, the Contractor may prepare and submit a digital copy of this document or statement (e.g. a scan) and sign it with a qualified electronic signature, trusted signature or personal signature (electronic), thus certifying its compliance with the document in paper form.

8.8. Contractors bear all costs related to the preparation and submission of the bid, regardless of the outcome of the procedure. The Customer shall in no case be liable for the costs incurred by the Contractors in connection with the preparation and submission of the offer. The Contractors undertake not to raise any claims against the Customer in this respect.

8.9. Each Contractor may submit only one offer in this procedure.

8.10.

The Offer together with the documents required in the Announcement should be placed on the Platform at <https://platformazakupowa.pl/pn/lit>. on the appropriate procedure page.

8.11. After completing the Offer Form and uploading all required attachments, click the "Go to summary" button.

8.12. In the process of submitting an offer via the platform, the Contractor should sign directly on the document sent via the Platform. Placing a signature on the platform at the summary stage is optional, but it allows you to verify the validity of the signature before submitting the offer.

8.13. The date of submitting the offer is the date of its submission in the system (platform) in the second step of submitting an offer by clicking the "Make an offer" button and displaying a message that the offer has been encrypted and submitted.

8.14. The Contractor, via the Platform, may change or withdraw offers before the deadline for submission of tenders.

8.15. Detailed instructions for Contractors regarding the submission, modification, and withdrawal of the offer can be found on the website at: <https://platformazakupowa.pl/strona/45-instrukcje>.

8.16. Each Contractor may submit only one offer in this procedure.

8.17. The customer allows the format of the data sent in accordance with the catalog of formats indicated in Annex 2 to the Regulation of the Council of Ministers of April 12, 2012.

on the National Interoperability Framework, minimum requirements for public registers and exchange of information in electronic form and minimum requirements for ICT systems, in particular: .pdf, .doc, .docx, .rtf, .xps, .odt. Common formats that are NOT included in the regulation include: .rar .gif .bmp .numbers .pages. Documents submitted in such files will be considered ineffectively submitted.

However, due to the low risk of violating the integrity of the file and easier verification of the signature, the Customer recommends, if possible, converting the files making up the offer to PDF format and affixing them with a PAdES-qualified signature.

8.18. Qualified signatures used by Contractors to sign all files must comply with the "Regulation of the European Parliament and of the Council on electronic identification and trust services for electronic transactions in the internal market (eIDAS) (EU) No. 910/2014 - from July 1, 2016".

8.19. If the external XAdES signature format is used, the Customer requires the appropriate number of files to be attached, i.e. signed data files and XAdES files.

8.20. The maximum size of one file sent via dedicated forms for submitting, changing, or withdrawing an offer is 150 MB, while for communication, the maximum file size is 500 MB.

8.21. Additionally, the Customer advises:

8.21.1. Use of the following formats: .pdf .doc .docx .xls .xlsx .jpg (.jpeg) with particular emphasis on .pdf

8.21.2. For possible data compression, use one of the extensions:

a) .zip

b) .7Z

8.21.3. The Customer draws attention to the size limitations of files signed with a trusted profile, which is a maximum of 10MB, and the size limitation of files signed in the eDoApp application used to submit a personal (electronic) signature, which is a maximum of 5MB.

8.21.4. If the Contractor uses a qualified electronic signature:

a) due to the low risk of violating the integrity of the file and easier verification of the signature, the Customer recommends, if possible, converting the files that make up the offer to the .pdf extension and providing them with a qualified signature in the PAdES format.

b) files in formats other than PDF are recommended to be signed in the XAdES format of the external type. The contractor should remember to submit the file with the signature together with a signed document.

c) Customer recommends using a signature with a qualified timestamp.

8.21.5. Customer recommends that if several people sign a file, use the same type of signatures. Signing with different types of signatures, e.g. personal (electronic) and qualified, may lead to problems in file verification.

8.21.6. The Customer recommends that the Contractor tests the possibility of using the selected method of signing the offer files in advance.

8.20.7. The offer should be prepared with due diligence for the applicant for granting a public contract and maintaining an appropriate time interval until the end of accepting offers/applications. We suggest submitting an offer 24 hours before the deadline for submitting offers/applications.

8.21.8. If the Contractor compresses the documents, e.g. into a .zip file, it is recommended to sign each of the compressed files in advance.

8.21.9. The Customer recommends not to make any changes to the files after signing them with a qualified signature. This may result in a violation of the integrity of the files, which will be equivalent to the need to reject the offer.

8.22. When applying for a public contract, the Contractor is obliged to fulfill the information obligation provided for in Art. 13 of the general regulation on the protection of personal data of April 27, 2016, hereinafter referred to as "GDPR", (Journal of Laws

UE L 119 from 04/05/2016) in relation to the individuals to whom the personal data relates and from whom the Contractor obtained the data directly (these will be in particular individuals: directed to process the order, subcontractors, third parties, proxies, members of managing authorities). Obligation to provide information resulting from Art. 13 of the GDPR will not apply if and to the extent that the data subject already has this information (Article 13 sec. 4 of the GDPR). In addition, the Contractor is obliged to fulfill the information obligation resulting from Art. 14 of the GDPR in relation to natural persons whose data is provided by the Customer and whose data he indirectly obtained, unless at least one of the exclusions referred to in art. 14 sec. 5 GDPR. In order to ensure that the Contractor has fulfilled the above-mentioned information obligations and protection of the legitimate interests of a third party whose data has been provided in connection with the Contractor's participation in the proceedings, the Customer obliges the Contractor to submit a statement on the fulfillment of his information obligations provided for in art. 13 or art. 14 GDPR. The declaration of fulfillment of the information obligation is included in the Bid Form (Appendix 1 to the announcement).

9. Place and date of submission

9.1. The Offer together with the documents required in the Announcement should be placed on the Platform at <https://platformazakupowa.pl/pn/lit> **by 21.08.2023.**

9.2. The customer allows the possibility of extending the deadline for submitting offers without giving a reason.

9.3. The Customer will publish on its website a "Collective list of offers" containing entities (names or first names and surnames and registered offices or places of business or places of residence of Contractors whose offers have been opened) participating in the procedure along with the prices offered.

10. Description of how the price is calculated

10.1 The price given in the offer should be expressed in USD as a gross price with VAT in % according to the applicable rate for domestic Contractors.

10.2 The offer price should include all costs (e.g. rebates, discounts, delivery costs, bringing the subject of the order, insurance, transport, packaging, and consumables necessary to run the subject of the order, including VAT at the rate in accordance with applicable regulations) related to the performance of the subject of the order and with the conditions set by the Customer.

10.3 Is not allowing to quote prices in specified amounts.

10.4 The price specified in the offer will be fixed, i.e. it does not change for the period of validity of the offers (binding) and the period of implementation (execution) of the subject of the order.

10.5 The price given in the offer should be placed in the Offer Form - **Appendix No. 1 to the Notice** in digital and verbal form.

10.6 Valuation based on which it will result that the subject of the contract offered by the Contractor will have a price of zero (USD 0.00) is unacceptable.

10.7 The offer price in USD (i.e. the price resulting from the Offer Form) **submitted by Contractors from the territory of Poland** should be given as follows: the total gross price of the offer, as it results from the Offer Form.

10.8 The offer price in USD (i.e. the price resulting from the Offer Form) **submitted by foreign Contractors** should be given as follows: total net price of the offer. Therefore, the foreign Contractor deletes the expression "**Gross in USD**" in the content of the Bid Form, replacing it with the term "**Net in USD**" and enters the total net price of the offer in figures and words.

10.9 For the comparison of offers, the Customer should add to the offer price of foreign entities, the amount of VAT due and customs duty charged to the Customer for the execution of the subject of the order.

In a situation where foreign entities participate in the public procurement procedure, which, are under separate regulations, are not obliged to pay VAT in Poland, the offers prepared by such Contractors include the price with a 0% VAT rate. Tax obligation in the case of purchasing goods from foreign entities, according to the provisions on tax on goods and services rests with the buyer of the goods, who in the case of a public procurement procedure is the Customer. When the Customer selects - as the most advantageous - the offer of a foreign supplier, due to the performance of the obligation arising from the subject of the order, based on applicable tax regulations, the obligation to pay the VAT due is imposed on him. This tax, although not included in the price of the offer, together with it creates the actual amount of public funds spent. In the case of delivery of goods from third countries, the Customer is obliged to pay customs duties on the delivered goods. This duty, although not included in the offer price, together with it creates the actual amount of public funds spent. **Consequently, when assessing offers in terms of the price criterion, the Customer is obliged to compare these offers to the offer price of foreign entities, the amount of VAT due, and customs duties that are charged to the Customer for the execution of the subject of the order.**

10.10 If an offer has been submitted, the selection of which would lead to the Customer's tax obligation in accordance with the Act from March 11, 2004. on tax on goods and services (Journal of Laws of 2022, item 931, as amended), to apply the price criterion, the Customer adds to the price presented in this offer the amount of tax on goods and services that he would be obliged to settle.

10.11 In the offer, the Contractor is obliged:

- 1) inform the Customer that the selection of his offer will lead to the creation of the Customer's tax liability;
- 2) indication of the name (type) of goods or services, the delivery or provision of which will lead to the creation of a tax obligation;
- 3) indication of the value of the goods or services covered by the Customer's tax obligation, without the amount of tax;
- 4) indicate the rate of tax on goods and services that, to the Contractor's knowledge, will be applicable.

11. Information on foreign currencies in which settlements between the Customer and the Contractor may be made.

Settlements between the Customer and the Contractor will be conducted in USD. However, payments for the invoiced receivables will be made:

- a) in the case of a domestic Contractor, invoices will be issued in USD
- b) rounded to two decimal places, and the payment will be made in PLN according to the average exchange rate of the National Bank of Poland, Table A, on the day preceding the day of issuing the invoice,
- c) in the case of a foreign Contractor, invoices will be issued in USD rounded to two decimal places, and payment will be made as well in USD.

12. Description of the criteria that the Customer will follow when choosing the most advantageous offer.

12.1. The Customer will provide the contract to the Contractor who offers the lowest gross offer price after prior checking whether the offer meets all the conditions set out in this Notice.

12.2. Only with regard to the offer with the lowest price, the Customer will check whether the offer meets all the conditions set out in this Notice.

12.3. If the most advantageous offer cannot be selected because offers with the same price were submitted in the procedure, the Customer may call on the Contractors who submitted these offers to submit additional offers within the time limit specified by the Customer. Also Customer in the event of submitting additional offers for the same price again, it may call on Contractors to submit additional offers again. The Customer may repeat the action until the best offer is selected.

12.4. The customer reserves the right not to select any offer from those submitted in the proceedings without giving any reason. Contractors may not raise any claims for this reason towards the Customer.

13. Re-submission of the required statements and documents, correction of obvious mistakes, clarification of the content of the submitted offer

13.1. The Customer reserves the right to call Contractors to submit statements, documents, or powers of attorney required by the Customer, with the exception of Annexes 1 and 2 to this Notice, if they have not been submitted or if they have been submitted but contain errors or defects.

13.2. Statements, documents, or powers of attorney submitted at the Customer's request should confirm the status no later than on the date on which the deadline for submitting tenders has expired.

13.3. Failure to submit statements, documents, or powers of attorney after the summons without giving a reason may result in the rejection of the offer.

13.4. In addition, the Customer reserves the right to correct obvious accounting and typographical errors in the offer and to call for clarifications regarding the content of the submitted offer.

14. Information on the formalities that should be completed after selecting the offer.

14.1 The Customer will sign a contract with the Contractor who submits the offer with the lowest

gross offer price that meets all the conditions set out in this notice. The date of conclusion of the contract signed with qualified electronic signatures or a trusted signature or a personal signature is the date of the last signature by the representative of the Contracting Party.

14.2 If the Contractor whose offer is selected refuses to conclude the contract regarding the order, the Customer may choose the offer with the lowest gross offer price from among the remaining offers after checking whether it meets all the conditions specified in this announcement. In the event of evading the conclusion of the contract also by this Contractor, the Customer may repeat the steps of checking and selecting the offer with regard to other Contractors until the conclusion of a valid contract.

14.3 The Customer will publish on his website information about the award of a contract in the field of science, giving the name (company) or name and surname of the entity whose offer has been selected and to which the order is being granted or not granted or the order.

14.4 The price that the Contractor will propose to the Customer in the Offer Form will be valid throughout the implementation period. This means that the Contractor who will be selected in this procedure will not have the right to change the price and other elements of the offer proposed in the Offer Form and will accept the conditions.

14.5 Settlements for deliveries made will be made based on issued invoices.

14.6 Invoices may be sent in electronic form to an e-mail address efaktury@lit.lukasiewicz.gov.pl.

14.7 The contractor has the option of sending a structured electronic invoice via electronic means within the meaning of the Act from 9.11.2018 on electronic invoicing in public procurement, concessions for construction works or services, and public-legal partnership (Journal of Laws of 2020, item 1666, as amended).

14.8 If the Contractor takes advantage of this option, PEF Customer address at PEF: Peppol number 7272857474 - **broker Infinite IT Solutions**.

14.9 The Customer undertakes to pay the amount due for the subject of the order by bank transfer to the Contractor's bank account indicated in the VAT invoice, within 30 days from the date of delivery to the Customer of a correctly issued VAT invoice to the Customer's registered office.

14.10 The invoice will be issued after the subject of the order is delivered to the Customer's headquarters.

14.11 The contractor has the option of using the form of payment – a 100% irrevocable letter of credit.

14.12 **In the case of payment by letter of credit, the Contractor should select this option in the Offer Form and fill in the data in accordance with Appendix 4 to the announcement/agreement and attach Appendix 4 to the offer.**

14.13 The letter of credit is irrevocable, non-transferable, and payable on a deferred date.

15. General Terms and Conditions

15.1. With the Contractor whose offer will be selected as the offer with the lowest price, the Customer will conclude a contract, the draft of which is attached as Appendix 3 to the announcement.

15.2. The prices that the Contractor will propose to the Customer in the Offer Form will be valid throughout the contract. This means that the Contractor who will be selected in this procedure will not have the right to change the prices and other elements of the offer proposed in the Offer Form and will accept the conditions.

15.3. The Customer will conclude the contract electronically (using a qualified signature or a trusted signature or a personal signature).

16. Changes to the conditions and cancellation of the procedure

The Customer reserves the right to change the conditions of the procedure until the deadline for submitting offers or to cancel it in whole or in part at any time during its duration.

16. Information clause

According to Art. 13 and 14 of the general regulation on the protection of personal data from April 27, 2016 - GDPR, (Journal of Laws UE L 119 from 04/05/2016) we inform that:

1) Łukasiewicz Research Network - Łódź Institute of Technology with its registered office in Łódź, 19/27 M. Skłodowskiej-Curie Street, represented by the Director is the administrator within the meaning of Art. 4 point 7 of the GDPR, in relation to personal data of natural persons representing the entity with which the contract is concluded.

2) Contact the Data Protection Officer - iod@lit.lukasiewicz.gov.pl

3) The personal data provided will be processed to perform the contract - under Art. 6 sec. 1 lit. b) GDPR, art. 6 sec. 1 lit. c) GDPR - in order to meet statutory requirements (necessity for the administrator to fulfill legal obligations resulting from legal provisions), art. 6 sec. f) GDPR - due to the need to implement the legitimate interests of the administrator.

4) The scope of personal data includes name, surname, telephone number, e-mail address, correspondence address, or other data provided by the entity with which the contract is concluded.

5) By applicable law, the administrator may transfer data to processors based on contracts for entrusting the processing of personal data (e.g. auditors, entities providing IT services) and other entities authorized under applicable regulations (e.g. courts, law enforcement authorities) - based on a legal request.

6) The administrator uses Microsoft Office 365, which may result in the transfer of your data to a third country. The MS Office 365 Online Services Terms and Conditions and obligations regarding the processing and securing of user data and personal data by online services are set out in the Microsoft documentation, including especially:

1) privacy statement - <https://privacy.microsoft.com/pl-pl/privacystatement>;

Microsoft Services Agreement (MSA) - <https://www.microsoft.com/plpl/servicesagreement/>

As part of Microsoft Office services, data entered into Microsoft Office 365 will be processed and stored in a specific geographic location. In accordance with the functionality of Microsoft Office services, in the available administration panel in the "Organization Profile", it is indicated that the data is processed in the European Union. Microsoft undertakes to comply with the provisions of law regarding the provision of Online Services, which apply to all IT suppliers. Microsoft carries out

annual audits of Online Services. , including security audits of computers, IT environment, and physical Data Centers, supervised and authorized by third parties, including the law, details of which can be found at <https://www.microsoft.com/plpl/trust-center/privacy?docid=27>

7) Personal data will be processed for a period not longer than 5 years from the end of the calendar year in which this contract will be performed, unless a longer processing period is necessary, e.g. due to archiving obligations, pursuing claims or other requirements of generally applicable law.

8) Everyone whose data we process has the right to request from the administrator access to personal data, rectification, deletion, or limitation of processing, and the right to complain with the supervisory authority, i.e. the President of the Office for Personal Data Protection, 2 Stawki Street, 00-193 Warsaw, phone number +48 22 53103 00, fax. 22 53103 01, <https://uodo.gov.pl/pl/p/kontakt>.

9) The data provided to us will not be subject to automatic processing (profiling)

10) Providing personal data referred to in the Act. 4 is required to conclude the contract. Failure to provide data will result in the inability to conclude the contract.

17. Final Provisions

The order will be processed in accordance with the law in force in the Republic of Poland. In matters not covered by this announcement, the provisions of the Civil Code and other specific acts of generally applicable law will apply.

Łukasiewicz Research Network-
Łódź Institute of Technology

Case number: FO-Z/ŁIT/7/2023/N

In response to the Announcement on the contract awarded in the field of science together with the conditions granted of the contract (hereinafter referred to as the "Notice"), I submit this offer.

Offer form

1. Contractor:

Name of the company		
Address		
TAX number		
National Business Registry Number		
Phone number		
E-mail address		
Enterprise category (applies to the company)	<input type="checkbox"/> Micro-enterprise: less than 10 employees, annual turnover or balance sheet below EUR 2 million <input type="checkbox"/> Small enterprise: less than 50 employees, annual turnover or balance sheet below EUR 10 million <input type="checkbox"/> Medium enterprise: less than 250 employees, annual turnover below EUR 50 million, or balance sheet below EUR 43 million <input type="checkbox"/> Large enterprise: 250 and more employees, annual turnover over EUR 50 million, or balance sheet over EUR 43 million. (Mark the appropriate category in accordance with the conditions described)	
LETTER OF CREDIT	<input type="checkbox"/> YES	<input type="checkbox"/> NO

In the case of payment by letter of credit, the Contractor should fill in the data in accordance with Appendix 4 to the notice/agreement AND ATTACH TO THE OFFER.

2. Customer: Łukasiewicz Research Network - Łódź Institute of Technology 19/27 Maria Skłodowska-Curie Street, 90-570 Łódź

3. Subject of the contract:

The subject of the order is the **delivery of a device for testing the efficiency of particle filtration**. The assortment and price sheet are included in Appendix No. 2 to the Notice.

4. Total offer price in USD*

Net in USD:

.....

In words:

.....
Gross in USD:

.....
In words:

.....
***In the case of an offer submitted by foreign Contractors - enter the price of the offer "Net in USD" in figures and words.**

***In the case of an offer submitted by domestic Contractors - enter the price of the offer "gross in USD" in figures and words, including VAT.**

The valuation of the contract by the Contractor means submitting an offer in accordance with the conditions set out in the Notice on the awarded contract in the field of science together with the terms of the contract being awarded.

5. The deadline for execution of the order: the order will be completed after selecting the Contractor's offer within 10 weeks from the date of signing the contract.

6. The length of the warranty: min. 12 months (Warranty without the need to perform service inspections).

7. The invoice payment date is 30 days from the date of a correctly issued Customer invoice or letter of credit. An invoice may be issued only after the subject of the order has been delivered to the Customer. The Customer will inform the Contractor about the delivery of the subject of the order.

8. General warranty and service conditions: They were included in § 8 of the draft contract

9. Submitter of an offer declares that:

1) Having read the terms of the contract presented in the Notice, he fully accepts them, undertakes to perform the subject of the contract under the conditions specified therein in the event of selection of his offer, and raises no objections to them.

2) Has experience in the production of devices that are the subject of the announcement about the order.

3) Accepts the terms of the warranty, order completion date, and invoice payment date.

4) Accepts the draft public procurement contract constituting Appendix 3 to the announcement and undertakes to conclude it.

5) Offered subject/subjects of orders is (are) approved for trading in the European Union.

6) Obliges not to raise any claims against the Customer for costs incurred in connection with the preparation and submission of the offer.

7) Will deliver the order at its own cost.

8) Terms of delivery: CIF & Home Delivery - if carried out by sea or

DAP - all means of transport available

Warehouse Customer: 90-520 Łódź, 118 Gdańska Street (INCOTERMS 2020)).

9) Notifies the Customer about the delivery date in writing by e-mail to the e-mail address: dorota.kowalczyk@lit.lukasiewicz.gov.pl

10) The goods must be delivered in the original factory packaging, with the protections used by the manufacturer. The packaging must enable full identification of the goods, e.g. quantity, type, parameters, etc. without the need to disturb the packaging.

11) The delivery should be properly marked and have a quality certificate/attestation or other document confirming the possession of a quality assurance system.

12) Accepts the terms of use of the Purchasing Platform set out in the Platformzakupowa.pl Regulations for Users (Contractors) posted on the website at the link <https://platformzakupowa.pl/strona/1-regulamin> in the "Terms and conditions" tab and considers it binding.

13) I have read and comply with the Instructions for submitting offers/applications Instructions for Contractors at platformzakupowa.pl available at the link <https://drive.google.com/file/d/1Kd1DttbBeiNWt4q4sIS4t76lZVKPbkyD/view> in the Instructions tab.

14) I acknowledge and accept the provisions of the information clause below:

According to Art. 13 and 14 of the general regulation on the protection of personal data from April 27, 2016 - GDPR, (Journal of Laws UE L 119 from 04.05.2016) we inform that:

a. Łukasiewicz Research Network - Łódź Institute of Technology with its registered office in Łódź, 19/27 M. Skłodowskiej-Curie Street represented by the Director who is the administrator within the meaning of Art. 4 point 7 of the GDPR, in relation to personal data of natural persons representing the entity with which the contract is concluded

b. Contact with the Data Protection Officer - iod@lit.lukasiewicz.gov.pl

c. The personal data provided will be processed for the purpose of contract execution - under art. 6 section 1 point b) GDPR, art. 6 sec. 1 point c) of the GDPR - to meet statutory requirements (the need for the administrator to fulfill legal obligations under the law), art. 6 sec. f) GDPR - due to the need to implement the legitimate interests of the administrator

d. The scope of personal data includes name, surname, telephone number, e-mail address, correspondence address, or other data provided by the entity that will perform the subject of the order.

e. By applicable law, the administrator may transfer data to processors based on contracts for entrusting the processing of personal data (e.g. auditors, entities providing IT services) and other entities authorized under applicable regulations (e.g. courts, law enforcement authorities) - based on the legal basis for the request.

f. The administrator uses Microsoft Office 365, which may result in the transfer of your data to a third country. The MS Office 365 Online Services Terms and Conditions and obligations regarding the processing and securing of user data and personal data by online services are set out in the Microsoft documentation, including especially:

I. Privacy Statement - <https://privacy.microsoft.com/pl-pl/privacystatement>;

II. Agreement regarding Microsoft services (Microsoft Services Agreement, MSA) -

<https://www.microsoft.com/pl-pl/services-agreement/>

III. As part of Microsoft Office services, data entered into Microsoft Office 365 will be processed and stored in a specific geographic location. In accordance with the functionality of Microsoft Office services, in the available administration panel in the "Organization Profile", it is indicated that the data is processed in the European Union. Microsoft undertakes to comply with the provisions of law regarding the provision of Online Services, which apply to all IT suppliers. Microsoft performs annual audits of Online Services, including security audits of computers, IT environment, and physical Data Centers, supervised and authorized by third parties, including the law, details of which can be found at <https://www.microsoft.com/plpl/trust-center/privacy?docid=27>.

g) Personal data will be processed for a period not longer than 5 years from the end of the calendar year in which this contract will be performed, unless a longer processing period is necessary, e.g. due to archiving obligations, pursuing claims or other requirements of generally applicable law.

h) Everyone whose data we process has the right to request from the administrator access to personal data, rectification, deletion, or limitation of processing, and the right to complain with the supervisory body, i.e. the President of the Office for Personal Data Protection, 2 Stawki Street, 00-193 Warsaw, phone number. 22 53103 00, fax. 22 53103 01, <https://uodo.gov.pl/pl/p/kontakt>

i) The data provided to us will not be subject to automatic processing (profiling)

j) Providing personal data referred to in Act. 4 is required to conclude the contract. Failure to provide data will result in the inability to conclude the contract.

10. I declare that I have fulfilled the information obligations provided for in art. 13 or art. 14 of Regulation (EU) 2016/679 of the European Parliament and of the Council from April 27, 2016. on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ L 119 from 04.05.2016, p. 1), hereinafter "GDPR", to natural persons from whom we have directly or indirectly obtained personal data to apply for the award of a public contract in this procedure¹.

11. I declare that I am not subject to exclusion in these proceedings under the provisions of art. 7.1 in conjunction with Art. 7 sec. 9 of the Act from April 13, 2022, on special solutions regarding counteracting the support of aggression against Ukraine and protecting national security (Journal of Laws of 2022, item 835).

¹ If the Contractor does not provide personal data other than those directly related to him or there is an exclusion of the information obligation, under Art. 13 sec. 4 or Art. 14 sec. 5 of the GDPR, the contractor does not submit (remove) the content of the statement, e.g. by deleting it).

Signature of the Contractor or authorized person
to represent the Contractor

Appendix No. 3 to the contract

Agreement - project

Concluded² on 2023 r. w Łodzi, between:

Łukasiewicz Research Network - Łódź Institute of Technology with its registered office in Łódź at 19/27 Maria Skłodowskiej-Curie Street, 90-570 Łódź, entered into the Register of Entrepreneurs kept by the District Court for Łódź-Śródmieście, XX Commercial Division of the National Court Register under KRS number 0000955824, NIP - 7272857474, REGON - 521631148 represented by:

_____ hereinafter referred to as "Customer"

and

_____ with its registered office _____, street. _____, TAX number: _____, National Business Registry Number: _____, registered in _____, represented by:

_____ hereinafter referred to as the "Contractor"

The contract was concluded as a result of a public procurement procedure in accordance with Art. 11 sec. 5 point 1) of the Act from September 11, 2019. Public Procurement Law (Journal of Laws of 2022, item 1710, as amended).

§ 1.

The subject of the contract is delivery _____, in accordance with the parameters set out in Appendix No. 2 to the contract - Assortment and Price Sheet.

§ 2.

1. The flat-rate remuneration for the performance of the subject of the contract is USD net (in words:USD) USD gross (in words:USD) and includes in particular costs (e.g. discount, discount, delivery costs, bringing the subject of the order, insurance, transport, packaging, consumables necessary to run the subject of the order, including VAT at the rate by applicable regulations) related to the performance of the subject of the order and with the conditions set by the Customer.

2. The value of the subject of the order will be constant for the duration of the delivery.

4. In the case of a domestic Contractor, invoices will be issued in USD rounded to two decimal places, and payment will be made in PLN according to the average exchange rate of the National Bank of Poland, Table A, on the day preceding the day of issuing the invoice. In the case of a foreign Contractor, invoices will be issued in USD rounded to two decimal places, and payment will also be made in USD.

² The contract is considered valid when signed by both parties.

5. **The Contractor declares that he/she is/is not registered in Poland as an active VAT payer. Settlements for deliveries made will be made based on issued invoices. The invoice should include:** the goods described correspond with the subject of this contract, units of measurement in accordance with the contract, the quantity of goods, their net unit price, VAT rate, and the gross value.
6. In the event of failure to meet the requirements referred to in Act 5, the Customer will refrain from paying the amount due until the documents are completed, and the payment deadline is counted from the date of their completion.
7. Invoices can be sent in electronic form to an e-mail address efaktury@lit.lukasiewicz.gov.pl.
8. The payment deadline is 30 days from the date of delivery to the Customer of a properly issued invoice, which will contain the Contractor's bank account number.
9. The account indicated on the invoice must be included in the list of entities kept by the tax administration based on separate tax regulations.
10. In the absence of a bank account in the list as of the invoice payment date, the Contractor is obliged to correct the invoice by indicating in its content the bank account included in the list. In such a case, the payment deadline starts from the date of delivery to the Customer of the correcting invoice containing the account number from the list.
11. The Contractor undertakes to bear the burdens imposed on the Customer by the tax administration if the Contractor fails to properly perform tax obligations under the transaction in question, in particular, incorrectly determines the VAT rates or incorrectly settles the amount of tax on goods and services with the tax office and services related to this transaction. In addition, the Contractor is obliged to compensate the Customer for other negative effects related to the Contractor's providing an account not included in the list or the lack of the Contractor's bank account in the list.
12. The requirements referred to in Act. 9-11 do not apply to foreign Contractors who are not registered in Poland as active VAT payers, as well as its activities in Poland.
13. In the case of foreign Contractors, payment may be made in the form of a bank letter of credit. The data necessary to activate the letter of credit is contained in Appendix 4 to the agreement. The letter of credit is irrevocable, non-transferable, and payable on a deferred date.
14. The contractor has the option of sending a structured electronic invoice via electronic means within the meaning of the Act from November 9, 2018, electronic invoicing in public procurement, concessions for construction works or services, and public-legal partnership (Journal of Laws of 2020, item 1666, as amended)
15. In addition, the Contractor is obliged to notify ŁIT of issuing an invoice to the address: efaktury@lit.lukasiewicz.gov.pl.
16. If the Contractor takes advantage of this option, PEF Customer address at PEF: Peppol number 7272857474 – **broker Infinite IT Solutions.**

§ 3.

1. The place of delivery will be Customers headquarters: Łukasiewicz Research Network -

Łódź Institute of Technology 118 Gdańska Street, 90-520 Łódź,

2. The order will be completed within 10 weeks from the date of signing the contract.

§ 4

1. The Customer obliges to pay the amount due for the subject of the order by bank transfer to the Contractor's bank account indicated in the VAT invoice, within 30 days from the date of delivery of a correctly issued VAT invoice to the Customer headquarters.

2. The parties agree that the invoice will be issued after the completion of the subject of the order (including in particular delivery to the place indicated in § 3 section 1)

3. and signing the delivery and acceptance protocol in two copies (1 copy each, for the Customer and the Contractor), the content of which must be consistent with Annex No. 3 to the contract (only this template is valid, others will not be accepted), confirming the delivery in accordance with the contract.

4. In the event of any remarks regarding the implementation of the subject of the agreement or defects found during the acceptance of the subject of the agreement, the parties shall agree on the method and date of removing the irregularities. This time frame will not be longer than 7 calendar days.

5. The occurrence of the above circumstances does not waive the rights of the Customer and the consequences of the Contractor related to failure to meet the deadline for the performance of the contract specified in § 3 section 2 of the contract and liability for non-performance or improper performance of contractual obligations.

§ 5

1. The Contractor shall pay the Customer contractual penalties for withdrawing from the contract in the amount of 15% of the gross contract value.

2. The Contractor shall pay the Customer contractual penalties for non-performance or improper performance of the provisions contained in the contract in the amount of 5% of the gross value of the contract for each case of non-performance or improper performance of the contract (other than delay).

3. The Contractor shall pay the Customer contractual penalties in the event of delay in delivery and the removal of defects and faults under the guarantee in the amount of 0.5% of the gross value of the contract for each commenced day of delay.

4. The Customer is entitled to deduct the accrued contractual penalties from the Contractor's remuneration without the need to submit an additional statement, to which the Contractor agrees.

5. The customer is entitled to claim damages on general terms if the contractual penalty charged does not cover the resulting damage in full.

6. The Customer reserves the right to add up penalties for improper performance of the contract and for withdrawal from the contract.

7. The maximum amount of contractual penalties may not exceed 30% of the gross value of the remuneration referred to in § 2 Section 1 of the contract.

§ 6

1. The Customer declares that he is a VAT payer, has a TAX number 7272857474, and is entitled to issue and receive VAT invoices. At the same time, the Customer authorizes the Contractor to issue VAT invoices without the Customer's signature.
2. The Customer declares that he has the status of a large entrepreneur within the meaning of the Act from March 8, 2013, on counteracting excessive delays in commercial transactions (i.e. Journal of Laws of 2021, item 424).

§ 7

1. The customer has the right to withdraw from the contract and the right to charge a contractual penalty referred to in § 5 section 1 of the contract, on general terms and in the case of:
 - a) when the Contractor has not started the delivery or does not continue it despite the Customer's request in writing, setting the final date for the performance of the contract,
 - b) failure to complete the contract by the Contractor over 30 days,
 - c) when the delivered goods contain significant defects - this right is granted to the Customer within 30 days from the date of disclosing the defect.
2. Termination of the contract should be made in the form of a written declaration submitted to the other party.
3. Termination of the contract for reasons other than those specified in section 1 point c) may happen within 60 days from the date of expiry of the contract.
4. In the event of a significant change in circumstances causing the performance of the contract is no longer in the public interest, which could not have been foreseen at the time of concluding the contract, or further performance of the contract may threaten a significant interest of state security or public safety, the contracting authority may withdraw from the contract within 30 days from the date of becoming aware of these circumstances.

§ 8

1. The Contractor grants the Customer a warranty for 12 months from the date of delivery of the subject of the contract.
 - 1) If any failures, faults, and defects are found during the warranty period, the Customer is obliged to submit information about their finding by e-mail, immediately after their disclosure. Warranty reclamations will be reported to the Contractor at the e-mail address: _____
 - 2) The response time to reported failures/faults is 72 hours - counting from the date of their notification.
 - 3) The Contractor is obliged to remove failures and faults at his own cost and risk.
 - 4) The Contractor is obliged to settle the complaint by repairing or replacing the goods with non-defective ones, within 14 days from the date of its receipt, or - in the event of refusal to accept it - to reply to the complaint within this period, together with justification. Failure to respond to the complaint within the time limit specified above will mean that the complaint is considered justified. Regardless of the demand for payment of the contractual penalty, in the event of failure to remove the defect in the above-mentioned within this

period, the Customer has the right to entrust the removal of the defect to a third party at the Contractor's cost and risk (contractual alternative performance).

- 5) In the event of the need for warranty repair outside the Customer's premises, all related costs are borne by the Contractor, in particular including transport costs and packing/packaging.
- 6) The duration of the repair defects in the subject of the contract and the duration of the warranty repair, regardless of the reasons, results in the extension of the warranty period by this period.
- 7) If repair is not possible, the damaged element will be replaced with a new one.
- 8) In the event of replacing any element with a new one (item free from defects), the warranty period for this element runs anew from the moment of delivery of the item free from defects.
- 9) Performance of obligations under the guarantee or warranty is part of the subject of the contract.
- 10) This agreement is a warranty document within the meaning of the provisions of the Civil Code.

§ 9

1. The Contractor is fully liable for damages resulting from non-performance or improper performance of the contract, and in particular for actions or omissions of persons entrusted with the delivery and installation of the subject of the contract.
2. The Contractor is obliged to repair the damage resulting from non-performance or improper performance of the contract unless the damage is the result of circumstances for which the Contractor is not responsible.
3. The parties are not liable for non-performance or improper performance of this agreement caused solely by force majeure, which means circumstances of an extraordinary nature and beyond the control of the Parties.
4. Force majeure is understood as an event or a combination of events or circumstances, independent of the Parties, which substantially hinder or prevent the performance of the obligations of a given Party under the Contract, and which a given Party could not foresee or prevent or overcome by acting with due diligence.
5. In the event of force majeure, the Party affected by force majeure is obliged to inform the other Party in writing about the occurrence of force majeure, indicating the expected duration of the obstacle in the performance of obligations under the Contract due to force majeure.
6. If, due to force majeure, the implementation of the subject of the contract becomes impossible, the Parties have the right to terminate the Contract with immediate effect.
7. In the case referred to in Article 6 of this Contract, the Contractor is entitled to remuneration only in the amount of justified costs incurred, necessary for the proper performance of the subject of the contract.

§ 10

1. The parties declare that they are familiar with the provisions of the law on the protection of personal data, including in particular the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council from April 27, 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), hereinafter referred to as the "GDPR Regulation" and the Act from May 10, 2018, on the protection of personal data.
2. The Parties provide each other with personal data (business data) of the Parties/representatives of the Parties, and persons participating in the performance of the contract, based on concluded employment contracts or civil law contracts, the processing of which is necessary for the legitimate interests of the administrator, i.e. conclusion and performance of the contract in question, in accordance with from Art. 6 par. 1 point b) and f) of the GDPR.

§ 11

The Contractor may not transfer, novate, assign, or otherwise transfer any of its rights or obligations under the Contract to any third party, or regulate by way of compensation, without the prior written consent of the Customer.

§ 12

1. The parties agree that contact related to the performance of the contract will be made via e-mail and telephone.
2. The parties agree that the Customer's claims related to this agreement may be submitted electronically.
3. The date of submitting the reclamation referred to in § 8 of this contract will be the date of sending an email by the Customer.
4. Contact persons in connection with the implementation of this contract:
 - a) from the Customer side:
 phone e-mail
 - b) from the Contractor side:
 phone. e-mail

§ 13

1. The contract is subject to Polish law.
2. In cases not covered by the contract, the provisions of the Public Procurement Law Act, the provisions of the Civil Code (Journal of Laws of 2022, item 1360), and other acts related to the subject of the order of generally applicable law will apply.
2. Any changes to this contract must be made in writing, under pain of nullity.
3. Disputes arising from this contract will be resolved by the Polish common court competent for the registered office of the Customer.
4. Each Party is obliged to inform the other Party in writing about the change of address under the pain of considering the correspondence sent to the last known address as effectively delivered.

§ 14

The date of conclusion of the contract is the date of the last electronic signature by the representative of the contracting party. (electronic form of the contract).

Contractor
(Signature)

Customer
(Signature)

Qualified electronic signatures of persons authorized to act on behalf of the Contractor and the Customer (an electronic form of the contract)

Attachment to the contract:

Appendix No. 1 - Offer form

Appendix No. 2 - Assortment and price sheet

Appendix No. 3 - Delivery and acceptance report

Appendix No. 4 - LETTER OF CREDIT

Appendix No. 3 to Contract

Delivery and acceptance protocol

In accordance with the contract concluded on as a result of the procurement procedure (procedure no.: _____) the subject of the order was delivered:

No.	Device name	The number of items

At the same time, the Contractor confirms that the subject of the order has a conformity marking, in accordance with the Act from April 13, 2016, on conformity assessment and supervision systems (i.e. Journal of Laws of 2022, item 1854). The Contractor ensures that the devices are accompanied by a warranty, a manual in Polish or English containing information about the manufacturer, device identification number, technical specification of the device

Transfer date - collection	
The instruction manual for the device and the service manual have been handed over	YES / NO
Comments on the implementation of the subject of the contract	
Deadline for removing any deficiencies/defects or errors/OTHER	
Deficiencies, defects, or errors indicated in the above report were fixed on	

--	--

Contractor's stamp

Stamp of the Customer receiving the device

.....
 Legible signature of the person representing the
 Contractor

.....
 Legible signature of the person representing the
 Customer

Appendix No. 4 to the announcement/contract

PRIMARY DATA FOR THE LETTER OF CREDIT

1. BENEFICIARY'S DETAILS

I. resident nonresident

.....
.....
.....

Full name and address of the beneficiary with the postal code

II. INTERMEDIARY BANK DETAILS

.....
.....

NAME OF THE INTERMEDIARY BANK

.....
.....

Country

SWIFT number

2. INFORMATION ON LETTER OF CREDIT

I.AMOUNT AND CURRENCY OF THE LETTER OF CREDIT

.....

Letter of credit amount and currency

.....

Amount tolerance in %

.....

Letter of Credit amount in words

II.TYPE OF LETTER OF CREDIT - Irrevocable, non-transferable

unconfirmed

confirmed - if confirmed, it is at the **beneficiary's expense**

III.LETTER OF CREDIT AVAILABILITY

Letter of credit available at the bank: PKO BP SA

IV. LETTER OF CREDIT EXECUTION METHOD - **letter of credit payable on a deferred payment date**

.....
.....
.....

Deferred payment details

V. TERMS SPECIFIED IN THE LETTER OF CREDIT

Expiry date of the letter of credit until (yyyy-mm-dd)-.....-.....

Place of validity of the letter of credit

.....

Date of shipment of goods to (yyyy-mm-dd).....-.....-.....

The documents are to be presented by the beneficiary within 7 days after the date of shipment but within the validity period of the letter of credit

VI. OTHER TERMS OF THE LETTER OF CREDIT

DELIVERY BASE (applies only to letters of credit in foreign trade): **CIF & Home Delivery**

PLACE INDICATED AT THE DELIVERY BASE: Łukasiewicz Research Network - Łódź Institute of Technology
118 Gdańska Street, 90-520 Łódź, POLAND

PARTIAL DELIVERIES: NOT ALLOWED

RELOADING OF GOOSD: ALLOWED

Place of dispatch of goods for shipment:.....

Loading port of the goods:

.....

Unloading port of the goods:

.....

Place of final destination: Łukasiewicz Research Network - Łódź Institute of Technology
118 Gdańska Street, 90-520 Łódź, POLAND

VII. PAYMENT BY LETTER OF CREDIT CONDITIONED TO THE SUBMISSION OF THE FOLLOWING DOCUMENTS BY THE BENEFICIARY

a. INVOICE - signed original and 3 copies

b. TRANSPORT DOCUMENTS (SET OF ORIGINALS):

multimodal transport document (document for combined transport)

personal, issued to

.....

commissioned by

.....

in blanco endorsement

indicating that :

the freight has been paid ("freight prepaid")

upon arrival, notify (column - "notify party")

Łukasiewicz Research Network – Lodz Institute of Technology

118 Gdańska Street, 90-520 Łódź, POLAND phone +48 42 25 34 416

email: dorota.kowalczyk@lit.lukasiewicz.gov.pl

customer

CMR (car waybill) copy

CMR issued: personal to the customer

b) INSURANCE DOCUMENTS:

Insurance policy:

Issued to:

on Customer

at the request of the beneficiary / * in blanco endorsement (*endorsement for policy only*)
Innego podmiotu

indicating that the goods have been insured against risks:

.....

c) CERTIFICATES

of origin (Certificate of Origin - GSP form A) original copy

origin (EUR 1): original copy

of origin issued by: original copy

other:..... issued by:..... original copy

Containing data

d) OTHER DOCUMENTS :

packing list original copy

other: original copy

e) DESCRIPTION OF REQUIRED DOCUMENTS:

.....
.....
.....