

**Expense carried out within the framework of the Agreement no. DOB-  
SZAFIR/02/B/004/02/2021**

**Project acronym: CoVTex**

**Title of the research project: Development of functional bioactive protective textiles for  
medical protection of the Armed Forces of the Republic of Poland as an element of  
counteracting SARS-CoV-2 infections"**

Date of publication of the procurement notice: 25.10.2023

**Procurement Notice in the Field of Science  
and Terms of Reference  
(hereinafter referred to as the: "Notice")**

**1. Name and address of the Contracting Authority:**

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

1.1. The unit in charge of the case: Public Procurement Department, 5/15 Brzezińska St., 92-103  
Łódź

website of the conducted procedure <https://platformazakupowa.pl/pn/lit>

1.2. All communication between the Contracting Authority and the Contractor, including the  
submission of tenders, takes place electronically via the Contracting Authority's purchasing  
platform: <https://platformazakupowa.pl/pn/lit>

**2. Public procurement procedure**

2.1. The procedure shall be conducted in accordance with Article 11 Section 5 Point 1) of the Act of  
11 September 2019 Public Procurement Law (Journal of Laws of 2023 item 1605 as amended)  
hereinafter referred to as the PPL Act.

2.2. The procedure is conducted in Polish. The documentation has been translated into English. The  
tender may be submitted in Polish or in English as well.  
In the case of submitting a tender in English, the statements, calls and notices, submitted by the  
Contracting Authority to the Contractor, shall be in Polish and English.

**3. Source of financing:**

The procurement subject matter is financed by the external funds within the framework of the  
research project *"Development of functional bioactive protective textiles for medical protection of*

*the Armed Forces of the Republic of Poland as an element of counteracting SARS-CoV-2 infections”.*

#### **4. Procedure number**

The procedure, which this document refers to, is labeled with the number: FO-Z/ŁIT/8/2023/N.

The Contractors shall refer to this number in all contacts with the Contracting Authority.

#### **5. Procurement subject matter**

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

CPV CODE: 38540000-2 Machines and apparatus for testing and measuring

A detailed description of the procurement subject matter is included in Attachment no. 2 to the Notice - Assortment and Price Sheet.

5.2. The delivery includes brand new equipment, unused in factory packaging, from current production.

5.3. The term “delivery of equipment” shall be understood as the delivery of devices, required by the Contracting Authority, at one’s cost and risk.

5.4. The Contracting Authority does not provide for the possibility of submitting variant tenders.

5.5. The Contracting Authority does not provide for the possibility of submitting partial tenders.

5.6. The Contracting Authority allows for the possibility of submitting equivalent tenders regarding the procurement subject matter. An equivalent tender is an item with the same or better technical, qualitative and functional parameters which meets the minimum parameters specified by the Contracting Authority in Attachment no. 2 (Assortment and Price Sheet). In such case, the Contractor is obliged to submit the tender with a detailed specification which shall explicitly present to the Contracting Authority that the tendered assortment has the same technical, qualitative and functional parameters in comparison to the assortment specified by the Contracting Authority in the description of the procurement subject matter. The Contracting Authority informs that if the description of the procurement subject matter contains trademarks, then a tender, that meets the parameters of the individually indicated assortment specified by its manufacturer, is considered an equivalent tender.

5.7. The procurement subject matter is to be used exclusively for the purposes of research, experimental, scientific or development works which do not serve the purpose of mass production by the Contracting Authority in contract to achieve market profitability or cover research or development costs.

#### **6. Procurement completion date**

The procurement shall be completed after choosing the Contractor’s tender within 15 weeks from the date of signing the Agreement.

#### **7. Information on the Contracting Authority’s communication with the Contractors and the submission of statements or documents as well as the indication of persons authorised to communicate with the Contractors**

7.1. The procedure is conducted electronically via platformazakupowa.pl (hereinafter referred to as

the Platform) available at <https://platformazakupowa.pl/pn/lit> subject to 7.2. regarding the possibilities and conditions of submitting a tender in written or paper form.

7.2. In this procedure, the tender, statements, applications, notices and other information are submitted to the Contractor according to its choice:

a) in electronic form via the Platform and the "Send a message" form available at the website of the given procedure. Then, the date of submission (receipt) of the statements, applications, notices and information is considered the date of sending them via the Platform by clicking the "Send a message" button followed by a communicate that the message has been sent to the Contracting Authority.

b) in paper form with a handwritten signature to the address: Łukasiewicz Research Network – Łódź Institute of Technology 5/15 Brzezińska St., 92-103 Łódź, Poland, to the Public Procurement Department room 319 with a note "Tender of a Device for testing particle filtration efficiency, procurement no. FO-Z/ŁIT/8/2023/N. Do not open until 24.11.2023 at 3:00 p.m.". **It is recommended to submit a scan/copy of this document, via the Purchasing Platform indicated in Point 7.1, with the tender sent in paper form - not later than within the deadline for submitting tenders.** The date of submitting the documents is the date of delivering the documents in paper.

Regardless of the form of submitting the tender and documents by the Contractor, the Contracting Authority communicates with the Contractors via the Platform and additionally sends the same correspondence to the e-mail address indicated by the given Contractor.

The person authorised by the Contracting Authority to contact Contractors on substantive matters is Ms. **Dorota Kowalczyk**, tel.: +48 42 25 34 416

In case of technical questions related to the operation of the Platform, please contact the Platform's Customer Support Center at: 22 101 02 02, [cwk@platformazakupowa.pl](mailto:cwk@platformazakupowa.pl)

7.3. The Contracting Authority shall send information to the Contractors in an electronic form via the Platform. Information concerning the response to questions, change in the notice, change of the deadline for submitting the tenders shall be uploaded to the "Notices" section of the platform by the Contracting Authority. The correspondence, that is addressed at the Contractor in accordance with the applicable regulations, shall be transferred in electronic form via the Platform to the given Contractor and additionally via the contact e-mail indicated by the Contractor.

7.4. The Contracting Authority determines the necessary equipment and application requirements that enable work on the Platform i.e.:

- a) Permanent access to the Internet with a guaranteed bandwidth of not less than 512 kb/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 operates according to the standard adopted in network communication - UTF8 encoding.
- g) the time of data receipt by the purchasing platform is the date and exact time (hh:mm:ss) generated according to local server time synchronised with the clock of the Central Office of Measures.

7.5. The Contractor, by joining this public procurement procedure and submitting a tender electronically:

a) accepts the terms of the Purchasing Platform determined in platformazakupowa.pl Regulations for Users (Contractors) available at the website at the link <https://platformazakupowa.pl/strona/1-regulamin> in the "Regulations" tab and considers it binding,

b) has read and complies with the Instruction of submitting tenders/applications available at the link (<https://platformazakupowa.pl/strona/45-instrukcje>).

7.6. The Contracting Authority informs that the Platform Instructions concerning, in particular logging in, submitting applications for clarification of the content of the Notice, submitting tenders and other actions undertaken within the framework of the procurement with the use of the Platform, are available at the "Instructions for Contractors" tab at the website available at: <https://platformazakupowa.pl/strona/45-instrukcje>

## **8. Description of the method of preparing tenders**

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

8.2. The Contractor submits the tender exclusively by means of the Tender Form (Attachment no. 1 to the Notice). The Tender Form and other remaining attachments to the Notice may only be completed – they cannot be changed.

8.3. Tenders, submitted in a way other than by means of the Tender Form (Attachment no. 1 to the Notice) or violating Point 8.2, shall not be subject to assessment.

8.4. The Contractor attaches to the tender:

a) completed Assortment and Price Sheet (Attachment no. 2 to the Notice);

b) **two** copies of the Draft Agreement, constituting Attachment no. 3 to the Notice, signed by the Contractor, after completing the Contractor's data, price and contact information. The remaining content of the Draft Agreement cannot be changed.

c) completed and signed Attachment no. 4 to the Notice/Agreement BASIC DATA FOR THE LETTER OF CREDIT – in the case of payment made by means of a **letter of credit**

d) a copy or information from the National Court Register or the Central Registration and Information on Business, if separate regulations require entry in the register or registration;

e) a document confirming that the person acting on behalf of the Contractor is authorised to represent it (excerpt from the relevant register and/or power of attorney).

If the Contractor's registered office or place of residence is outside the Republic of Poland, it submits the document or documents issued in the country, which the Contractor's registered office or place of residence is in, confirming that its business activity has been registered in an appropriate register kept in the country of origin, instead of the documents referred to in Point 8.4d) of the Notice.

8.5. The Tender Form (Attachment no. 1 to the Notice), completed Assortment and Price Sheet (Attachment no. 2 to the Notice), Draft Agreement (Attachment no. 3 to the Agreement), Basic data

for the letter of credit (Attachment no. 4 to the Notice) and the document confirming the registration of the business activity (in accordance with Point 8.4d), otherwise being null and void, **must be:**  
**a) provided (signed) with a qualified electronic signature or trusted signature or a personal electronic signature of a person authorised to act on behalf of the Contractor – in the case of submitting the tender electronically**

**or**

**b) provided with an original handwritten signature of the person authorised to act on behalf of the Contractor in the case of submitting the tender in paper form.**

8.6. In the event of submitting statements or signing any documents by a proxy, **a power of attorney** to represent the Contractor in the public procurement procedure must be attached to the tender. The power of attorney is prepared, otherwise being null and void:

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

or

b) in paper form with an original handwritten signature - bearing the original **handwritten** signature of the authorised person/principal

8.7. If the documents or statements submitted in the procurement procedure together with the electronically submitted tender have been prepared as a paper document and bear a handwritten signature, the Contractor may prepare and submit a digital reproduction of this document or statement (e.g. a scan) and affix it with a qualified electronic signature, a trusted signature or a personal (electronic) signature, thus certifying its compliance with the document in paper form - if the tender/document is submitted in electronic form.

8.8. If documents or statements submitted in the procurement procedure are submitted in a language other than Polish or English, they must be translated into Polish or English and signed in accordance with Point 8.5.

8.9. Contractors bear all costs related to the preparation and submission of the tender, regardless of the outcome of the procedure. In no case shall the Contracting Authority be liable for the costs incurred by Contractors in connection with the preparation and submission of the tender. The Contractors undertake not to raise any claims in this respect against the Contracting Authority. Each Contractor may submit only one tender in this procedure.

8.10. The tender together with the documents required in the Notice:

1) in the case of an electronic tender, should be uploaded to the Platform available at: <https://platformazakupowa.pl/pn/lit>. on the appropriate procedure page.

2) in the case of a tender in paper form with a handwritten signature to the address: Łukasiewicz Research Network – Łódź Institute of Technology 5/15 Brzezińska St., 92-103 Łódź, Poland, to the Public Procurement Department room 319 with a note "Tender of a device for testing particle filtration efficiency, procurement no. FO-Z/ŁIT/8/2023/N. Do not open until 24.11.2023 at 3:00 p.m.". It is recommended to submit a scan/copy of this document, via the Purchasing Platform indicated in Point 7.1, with the tender sent in paper form - not later than within the deadline for submitting tenders.

The date of submitting the documents is the date of delivering the documents in paper.

8.11. Each Contractor may submit only one tender in this procedure.

8.12. The date of submitting the tender:

a) in electronic form is the date of its submission in the system (purchasing platform) for submitting a tender by clicking the "Submit a tender" button and displaying a message that the tender has been encrypted and submitted.

b) in paper form is the date of receipt by the Contracting Authority.

8.13. Before the deadline for submitting tenders, the tender may be amended or withdrawn in paper or electronic form.

8.14. Points 8.15 to 8.23. concern submitting tenders electronically, and are additionally used for sending scans of documents submitted on paper.

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

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

8.17. The Contractor may change or withdraw the tender via the Platform before the deadline for submitting tenders.

8.18. Detailed instructions for Contractors on submitting, changing and withdrawing a tender can be found on the website at: <https://platformazakupowa.pl/strona/45-instrukcje>.

8.19. The Contracting Authority allows the format of the transferred data in accordance with the catalog of formats indicated in Attachment no. 2 to the Regulation of the Council of Ministers of 12 April 2012 on the National Interoperability Framework, minimum requirements for public registers and electronic information exchange and minimum requirements for IT systems, in particular: .pdf, .doc, .docx, .rtf, .xps, .odt. The following formats are common and NOT included in the regulation: .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 Contracting Authority recommends, if possible, converting the files constituting the tender into PDF format and providing them with a qualified PAdES signature.

8.20 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 1 July 2016".

8.21. If the external XAdES signature format is used, the Contracting Authority requires the attachment of an appropriate number of files, i.e., signed data files and XAdES files.

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

8.23. Additionally, the Contracting Authority recommends:

8.23.1. Using the formats: .pdf .doc .docx .xls .xlsx .jpg (.jpeg) with particular emphasis on .pdf.

8.23.2. For possible data compression, use one of the file formats:

a) .zip

b) .7Z

8.23.3. The Contracting Authority draws attention to the limitations on the size of files signed with a

trusted profile, which is a maximum of 10MB, and the limitation on the size of files signed in the eDoApp application used for creating a personal (electronic) signature, which is a maximum of 5MB.

8.23.4. 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 Contracting Authority recommends, if possible, converting the files constituting the tender to the .pdf format 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 with an external type. The Contractor should remember to submit the file with the signature together with the signed document.
- c) The Contracting Authority recommends using a signature with a qualified timestamp.

8.23.5. The Contracting Authority recommends that if the file is signed by several people, the same type of signatures should be used. Signing with different types of signatures, e.g., personal (electronic) and qualified, may lead to problems with file verification.

8.23.6. The Contracting Authority recommends that the Contractor tests the possibility of the correct use of the selected method of signing the tender files in advance.

8.23.7. The tender should be prepared with due care for the entity applying for the public procurement and maintaining an appropriate time interval to complete the acceptance of tenders/applications. We suggest submitting your tender 24 hours before the deadline for submitting tenders/applications.

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

8.23.9. The Contracting Authority recommends not to make any changes to the files after signing them with a qualified signature. This may result in violating the integrity of the files, which will result in the need to reject the tender.

8.24. When applying for the public procurement, the Contractor is obliged to fulfil the information obligation provided for in Article 13 of the General Data Protection Regulation of 27 April 2016, hereinafter referred to as the "GDPR", (OJ EU L 119 04.05.2016) towards natural persons, who personal data concern and whom the Contractor directly obtained this data from (these shall be in particular natural persons: directed to perform the contract, subcontractors, third entities, proxies, members of management bodies). The information obligation, under Article 13 GDPR, shall not apply if and to the extent that it does not apply if and to the extent that the data subject already has this information (Article 13 Section 4 GDPR). In addition, the Contractor is obliged to fulfil the information obligation arising from Article 14 of the GDPR towards natural persons, whose data it provides to the Contracting Authority Party and whose data it has obtained indirectly, unless at least one of the inclusions, referred to in Article 14 Section 5 of the GDPR, applies. In contract to ensure that the Contractor has completed the above-mentioned information obligations and protection of the legitimate interests of a third party, whom the data has been transferred to in connection with the Contractor's participation in the procedure, the Contracting Authority obliges the Contractor to submit a statements on the fulfilment of the information obligations provided for in Article 13 or Article 14 of the GDPR. The statement on fulfilling the information obligation is included in the Tender Form (Attachment no. 1 to the Notice).

## **9. Place and date of submission**

9.1. Until 24.11.2023 the Tender, together with the documents required in the Notice, shall be:

a) submitted to the Platform available at <https://platformazakupowa.pl/pn/lit>

**or**

**b) the paper version with original handwritten signatures delivered to the address: Łukasiewicz Research Network – Łódź Institute of Technology 5/15 Brzezińska St., 92-103 Łódź, Poland, to the Public Procurement Department room 319 with a note "Tender of a device for testing particle filtration efficiency, procurement no. FO-Z/ŁIT/8/2023/N. Do not open until 24.11.2023 at 3:00 p.m.". It is recommended to submit a scan/copy of this document, via the Purchasing Platform available at <https://platformazakupowa.pl/pn/lit>, with the tender sent in paper form - not later than within the deadline for submitting tenders. The date of submitting the documents is the date of delivering the documents in paper.**

9.2. The Contracting Authority allows for the extension of the deadline for submitting tenders without providing a reason.

9.3. The Contracting Authority shall publish a "Collective list of tenders", containing the entities (names and surnames and registered offices or places of business or places of residence of the Contractors whose tenders have been opened) participating in the procedure along with the tendered prices, on its website.

## **10. Description of how the price is calculated**

10.1 The price, provided in the tender, shall be expressed in USD:

- a) as a gross price (with VAT % according to the applicable rate by domestic Contractors),
- b) as a net price (without VAT) by foreign Contractors.

10.2 The tender price should include all costs (e.g., rebates, discounts, delivery costs, carrying the procurement subject matter, insurance, transport, packaging, consumables necessary to launch the procurement subject matter, including VAT at the rate in accordance with applicable regulations) related to the execution of the procurement subject matter and with the conditions set by the Contracting Authority.

10.3 It is not allowed to provide the price in price ranges.

10.4 The price specified in the tender shall be fixed, i.e., it shall not change during the tender validity period (binding) and the period of implementation (execution) of the procurement subject matter.

10.5 The price provided in the tender shall be provided in the Tender Form – **Attachment no. 1 to the Notice** in digital and verbal form.

10.6 A valuation, that shows that the procurement subject matter offered by the Contractor, shall have a price of zero (USD 0.00), is unacceptable.

**10.7 The tender price in USD** (i.e., the price resulting from the Tender Form) **submitted by Contractors from the territory of Poland**, shall be provided as follows: total gross price of the tender as indicated in the Tender Form.



**10.8 The tender price in USD** (i.e., the price resulting from the Tender Form) **submitted by foreign Contractors** shall be provided as follows: total net price of the tender. Thus, a foreign Contractor deletes the expression **"Gross in USD"** in the content of the Tender Form and replaces it with the expression "Net in USD" and enters the total net price of the tender digitally and in words.

10.9 In contract to compare the tenders, the Contracting Authority shall add the amount of due VAT and customs duties, charged to the Contracting Authority for the execution of the procurement, to the tender price of foreign entities.

In a situation where foreign entities take part in the public procurement procedure and are not obliged to pay VAT in Poland under separate regulations, the tenders prepared by such Contractors include a price with 0% VAT rate. The tax obligation in the event of purchasing goods from foreign entities, in accordance with the provisions on tax on goods and services, rests with the purchaser of the goods, which in the case of public procurement procedures is the Contracting Authority. When the Contracting Authority selects the tender of a foreign supplier – as the most advantageous one – it is obliged to pay due VAT in connection with the fulfilment of the obligation arising from the procurement subject matter and on the grounds of the applicable tax regulations. Although this tax is not included in the tender price, it constitutes the actual amount of public funds spent. In the case of the delivery of goods from third states, the Contracting Authority is obliged to pay the customs duties on the delivered goods. Although these customs duties are not included in the tender price, together they constitute the actual amount of public funds spent. **Therefore, when assessing tenders in terms of the price criterion, the Contracting Authority is obliged to compare these tenders by adding the amount of due VAT and customs duties, which are charged to the Contracting Authority for the performance of the procurement, to the tender price of foreign entities.**

10.10 If a tender has been submitted, the selection of which would result in the Contracting Authority being subject to tax obligations, in accordance with the Act of 11 March 2004 on tax on goods and services (Journal of Laws of 2023 item 1570 as amended), for the purposes of applying the price criterion, the Contracting Authority adds the amount of tax on goods and services, that it would be obliged to settle, to the price presented in this tender.

10.11 In the tender, the Contractor is obliged to:

- 1) inform the Contracting Authority that the selection of its tender will result in the Contracting Authority being subject to tax liability;
- 2) indicate the name (type) of the goods or services, the supply or provision of which will lead to tax liability;
- 3) indicate the value of the goods or services subject to the Contracting Authority's tax liability, without the amount of tax;
- 4) indicate the tax rate on goods and services that, according to the Contractor's knowledge, shall apply.

**11. Information regarding foreign currencies which settlements, between the Contracting Authority and the Contractor, may be in.**

Settlements, between the Contracting Authority and the Contractor, shall be made in USD. However, payments for outstanding amounts will be made:

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

## **12. Description of the criteria that the Contracting Authority shall use when selecting the most advantageous tender.**

12.1. The Contracting Authority shall award the public procurement to the Contractor who offers the lowest gross tender price after checking whether the tender meets all the conditions specified in this Notice.

12.2. Only in relation to the tender with the lowest price, the Contracting Authority shall check whether the tender meets all the conditions specified in this Notice.

12.3. If the best tender cannot be selected because tenders with the same price have been submitted in the procedure, the Contracting Authority may call on the Contractors who have submitted these tenders to submit additional tenders within the deadline specified by the Contracting Authority. In the event of submitting additional tenders with the same price, the Contracting Authority may once again call on the Contractors to submit additional tenders. The Contracting Authority may repeat the action until the most advantageous tender is selected.

12.4. The Contracting Authority reserves the right not to select any tender from those submitted in the procedure without providing a reason. Contractors may not raise any claims against the Contracting Authority in this respect.

## **13. Resubmitting the required statements and documents, correcting obvious errors, clarifying the content of the submitted tender**

13.1. The Contracting Authority reserves the right to request Contractors to submit statements, documents or powers of attorney required by the Contracting Authority, with the exception of Attachments no. 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 request of the Contracting Authority should confirm the status no later than on the date which the deadline for submitting tenders expired on.

13.3. Failure to submit statements, documents or powers of attorney after the request without providing a reason may result in rejection of the tender.

13.4. In addition, the Contracting Authority reserves the right to correct obvious accounting and clerical errors in the tender and to request explanations regarding the content of the submitted tender.

#### **14. Information on the formal requirements that should be met after selecting the tender.**

14.1. The Contracting Authority shall sign an Agreement with the Contractor who submits a tender with the lowest gross tender price that meets all the conditions specified in this Notice. The date of conclusion of the Agreement is the date of the last signature by the representative of the Contracting Party - the Contracting Authority. If the Contractor withdraws the tender or does not proceed with the contract, the Contracting Authority may select the tender with the lowest price from among the remaining tenders after checking whether it meets the remaining conditions. The Contracting Authority may repeat this activity until the contract is effectively concluded and the Contractor begins to implement the contract.

14.2. The Contracting Authority will publish on its website information about the award of the public procurement in the field of science, providing the name (company) or name and surname of the entity whose tender has been selected and which the public procurement has been awarded to or information about not awarding the public procurement.

14.3. The price that the Contractor proposes to the Contracting Authority in the Tender Form shall be valid throughout the entire implementation period. This means that the Contractor selected in this procedure shall not have the right to change the price and other elements of the tender proposed in the Tender Form and shall accept the terms and conditions of the contract specified in the Notice and the Draft Agreement constituting an attachment to the Notice.

14.4. Settlements for the delivered deliveries shall be based on issued invoices.

14.5. Invoices can be sent electronically to the e-mail address [efaktury@lit.lukasiewicz.gov.pl](mailto:efaktury@lit.lukasiewicz.gov.pl). The Parties exclude the use of a structured invoice from the Act of 9 November 2018 on electronic invoicing in public procurement, concessions for construction works or services and public-private partnership (Journal of Laws of 2020 item 1666 as amended).

14.6. The Contracting Authority undertakes to pay the amount due for the procurement subject matter by transfer to the Contractor's bank account indicated in the VAT invoice, on the terms specified in the Agreement in Attachment no. 3 to the Notice.

14.7. The Contractor has the option of using the form of payment - 100% irrevocable and non-transferable letter of credit.

**14.8. In the case of payment made by the letter of credit, the Contractor should select this option in the Tender Form and complete the data in accordance with Attachment no. 4 to the Notice/agreement and attach Attachment no. 4 to tender.**

#### **15. General provisions of the Agreement**

15.1. The Contracting Authority shall conclude an Agreement with the Contractor whose tender is selected as the tender with the lowest price, the draft of which is Attachment no. 3 to the Notice.

15.2. The prices that the Contractor proposes to the Contracting Authority in the Tender Form shall be valid throughout the entire public procurement implementation period. This means that the Contractor selected in this procedure shall not have the right to change the prices and other elements of the tender proposed in the Tender Form and shall accept the terms and conditions of the public procurement specified in the Notice and the Draft Agreement constituting an attachment to the Notice.

15.3. The Contracting Authority shall conclude the Agreement electronically (using a qualified signature or a trusted signature or a personal signature) or in writing with an original handwritten signature, or in a hybrid form where one party's statement shall be submitted in writing with an original handwritten signature and the other party's statement shall be submitted in electronic form using a qualified signature.

15.4. The Agreement is concluded in the case of the Contractor who has its registered office or place of residence:

- a) on the territory of the Republic of Poland in Polish and this is the language of the Agreement,
  - b) outside the territory of the Republic of Poland in English and this is the language of the Agreement,
- unless the Contractor expresses the will to conclude the Agreement in Polish.

## **16. Changes to the terms of reference and invalidation of the procedure**

The Contracting Authority reserves the right to change the terms of the procedure until the deadline for submitting tenders or to cancel it in whole or in part at any time during its duration.

## **17. Information clause**

According to Articles 13 and 14 of the General Data Protection Regulation of 27 April 2016 - GDPR, (OJ EU L 119 4.5.2016) we inform that:

- 1) The Łukasiewicz Research Network - Łódź Institute of Technology based in Łódź, 19/27 M. Skłodowskiej-Curie St. represented by the Director is the administrator within the meaning of Article 4 Point 7 of the GDPR, with respect to the personal data of natural persons representing the entity which the Agreement is concluded with
- 2) Contact the Data Protection Inspector - [iod@lit.lukasiewicz.gov.pl](mailto:iod@lit.lukasiewicz.gov.pl)
- 3) The provided personal data will be processed for the purpose of implementing the Agreement - on the grounds of Article 6 Section 1 Letter b) of the GDPR, Article 6 Section 1 Letter c) of the GDPR - to meet statutory requirements (the need for the administrator to fulfil legal obligations arising from legal provisions), Article 6 Section f) of the GDPR - due to the need to implement the legally justified interests of the administrator.
- 4) The scope of personal data includes the name, surname, telephone number, e-mail address, correspondence address or other data provided by the entity which the Agreement is concluded with.
- 5) In accordance with the applicable law, the administrator may transfer data to processing entities on the basis of agreements entrusting the processing of personal data (e.g., auditors, entities providing IT services) and other entities authorised under applicable provisions (e.g., courts, law enforcement authorities) - based on a request that has a legal basis.
- 6) The administrator uses Microsoft Office 365, which may result in the transfer of your personal data to a third country. The regulations for using MS Office 365 Online Services and the obligations

regarding the processing and securing of user data and personal data by online services are specified in Microsoft documentation, including in particular:

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

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

As part of Microsoft Office services, data entered into Microsoft Office 365 shall be processed and stored in a specific geographical location. In accordance with the functionality of Microsoft Office services, in the available administration panel in the "Organisation Profile", it is indicated that data is processed within the European Union. Microsoft undertakes to comply with the legal provisions regarding the provision of Online Services, which apply to all IT suppliers. Microsoft carries out annual audits of Online Services, including audits of the security of computers, IT environments and physical Data Centres, supervised and authorised 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 shall be processed for a period no longer than 5 years from the end of the calendar year which this Agreement shall be performed in, unless a longer processing period is necessary, e.g., due to archiving obligations, pursuing claims or other requirements required by generally applicable law.

8) Everyone whose data we process has the right to request, from the administrator, the access to personal data, rectification, deletion or limitation of processing, and the right to lodge a complaint with the supervisory authority, i.e., the President of the Personal Data Protection Office, 2 Stawki St., 00-193 Warszawa, tel. 22 53103 00, fax. 22 53103 01, <https://uodo.gov.pl/pl/p/contact>.

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

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

## **18. Final provisions**

The procurement shall be implemented in accordance with the law applicable in the territory of the Republic of Poland. In matters not regulated by this Notice, the provisions of the Civil Code and other special acts of generally applicable law shall apply.

Łukasiewicz Research Network-  
Łódź Institute of Technology

Procurement no.: FO-Z/ŁIT/8/2023/N

In response to the Procurement Notice in the Field of Science and Terms of Reference (hereinafter referred to as the: "Notice") I submit this tender.

### Tender Form

1. The Contractor:

<b>Company name</b>		
<b>Address</b>		
<b>NIP</b>		
<b>Regon</b>		
<b>Telephone no.</b>		
<b>Email address</b>		
<b>Enterprise category (concerning a company)</b>	<input type="checkbox"/> <b>Micro enterprise:</b> fewer than 10 employees and an annual turnover or balance sheet below €2 million. <input type="checkbox"/> <b>Small enterprise:</b> fewer than 50 employees and an annual turnover or balance sheet below €10 million. <input type="checkbox"/> <b>Medium-sized enterprise:</b> fewer than 250 employees and annual turnover below €50 million or balance sheet below €43 million. <input type="checkbox"/> <b>Large enterprise:</b> 250 and more employees and annual turnover exceeding €50 million or balance sheet exceeding €43 million.  (mark the appropriate category in accordance with the provided conditions)	
<b>LETTER OF CREDIT</b>	<input type="checkbox"/> <b>YES</b>	<input type="checkbox"/> <b>NO</b>

**In the case of payment made by the letter of credit, the Contractor should complete the data in accordance with Attachment no. 4 to the Notice/Agreement and ATTACH IT TO THE Tender.**

2. **Contracting Authority:** Łukasiewicz Research Network – Łódź Institute of Technology 19/27 Marii Skłodowskiej – Curie St., 90-570 Łódź

3. **Procurement subject matter:**

The procurement subject matter is the **delivery of a device for testing particle filtration efficiency**. Assortment and Price Sheet constitutes attachment no. 2 to the Notice.

4. Total tender price in USD\*

Net in USD:

.....

in words:

.....

Gross in USD:

.....

in words:

.....

**\*In the case of a tender submitted by foreign Contractors – enter the tender price "Net in USD" both in numbers and in words.**

**\*In the case of a tender submitted by domestic Contractors – please enter the tender price "gross in USD" in numbers and words, including VAT.**

Quotation of the public procurement by the Contractor means submitting a tender in accordance with the conditions specified in the Notice of awarding a public procurement in the field of science together with the terms of the award.

5. **Contract completion date:** the contract shall be completed after selecting the Contractor's tender within 15 weeks from the date of signing the contract.

6. **Warranty duration: min.** 12 months (Warranty without the need to perform service inspections).

7. Terms of payments:

a) under the terms of the Letter of Credit - the terms of the Letter of Credit constitute an attachment to the Agreement,

or

b) by transfer to the Contractor's bank account indicated in the VAT invoice, within 21 days from the date of delivery to the Contracting Authority of a correctly issued VAT invoice to the Contracting Authority's registered office, not earlier than from the date of providing the Contracting Authority with the following documents: an issued consignment note with confirmation of payment for transport along with the specification of the goods (packing list) indicating the procurement subject matter and an insurance policy covering insurance of the procurement subject matter during transport at the expense of the Contractor

8. **General warranty and service conditions:** They have been included in § 8 of the Draft Agreement

**9. The entity submitting the tender declares that:**

- 1) After reading the terms of the public procurement presented in the Notice, it fully accepts them, undertakes to perform the procurement subject matter on the terms specified therein if its tender is selected, and does not raise any objections to them.
- 2) Has experience in the production of devices that are the subject of the procurement Notice.
- 3) Accepts the warranty terms, contract completion date and payment terms.
- 4) Accepts the public procurement Draft Agreement constituting Attachment no. 3 to the Notice and undertakes to conclude it.
- 5) The offered subject(s) of the contract is(are) admitted for trading in the European Union.
- 6) Undertakes not to raise any claims against the Contracting Authority for costs incurred in connection with the preparation and submission of the tender.
- 7) It will deliver the contracted delivery at its own expense.
- 8) Conditions of delivery: CIF & Home Delivery – if it will be carried out by sea or  
DAP – all means of transport available

Contracting Authority's warehouse: 90-520 Łódź, 118 Gdańska St. (INCOTERMS 2020).

- 9) It will notify the Contracting Authority of the delivery date electronically to the following e-mail address: [dorota.kowalczyk@lit.lukasiewicz.gov.pl](mailto:dorota.kowalczyk@lit.lukasiewicz.gov.pl)
- 10) The goods must be delivered in the original factory packaging, with the protection used by the manufacturer. The packaging must enable full identification of the goods, e.g., quantity, type, parameters, etc., without the need to damage the packaging.
- 11) The delivery should be appropriately marked and have a quality certificate/attestation or other document confirming the existence of a quality assurance system.
- 12) Accepts the terms of use of the Purchasing Platform specified in the Platformazakupowa.pl Regulations for Users (Contractors) posted on the website at the link <https://platformazakupowa.pl/strona/1-regulamin> in the "Regulations" tab and considers it binding.
- 13) I have read and comply with the Instructions for submitting tenders/applications - Instructions for Contractors platformazakupowa.pl available at <https://drive.google.com/file/d/1Kd1DttbBeiNwt4q4slS4t76lZVKPbkyD/view> in the Instructions tab.
- 14) Acknowledges and accepts the provisions of the following information clause:  
In accordance with Articles 13 and 14 of the General Regulation on the Protection of Personal Data of 27 April 2016 - GDPR, (OJ EU L 119 04.05.2016) we inform that:
  - a. Łukasiewicz Research Network - Łódź Institute of Technology with the registered office in Łódź, 19/27 M. Skłodowskiej-Curie St. represented by the Director is the administrator within the meaning of Article 4 Point 7 of the GDPR, with respect to personal data of natural persons representing the entity which the Agreement is concluded with
  - b. Contact the Data Protection Inspector - [iod@lit.lukasiewicz.gov.pl](mailto:iod@lit.lukasiewicz.gov.pl)
  - c. The provided personal data will be processed for the purpose of implementing the Agreement -



on the grounds of Article 6 Section 1 Letter b) of the GDPR, Article 6 Section 1 Letter c) of the GDPR - to meet statutory requirements (the need for the administrator to fulfil legal obligations arising from legal provisions), Article 6 Section f) of the GDPR - due to the need to implement the legally justified interests of the administrator.

d. The scope of personal data includes the name, surname, telephone number, e-mail address, correspondence address or other data provided by the entity delivering the procurement subject matter.

e. In accordance with the applicable law, the administrator may transfer data to processing entities on the basis of agreements entrusting the processing of personal data (e.g., auditors, entities providing IT services) and other entities authorised under applicable provisions (e.g., courts, law enforcement authorities) - based on a request that has a legal basis.

f. The administrator uses Microsoft Office 365, which may result in the transfer of your personal data to a third country. The regulations for using MS Office 365 Online Services and the obligations regarding the processing and securing of user data and personal data by online services are specified in Microsoft documentation, including in particular:

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

II. Microsoft Services Agreement, MSA - <https://www.microsoft.com/pl-pl/servicesagreement/>

III. As part of Microsoft Office services, data entered into Microsoft Office 365 shall be processed and stored in a specific geographical location. In accordance with the functionality of Microsoft Office services, in the available administration panel in the "Organisation Profile", it is indicated that data is processed within the European Union. Microsoft undertakes to comply with the legal provisions regarding the provision of Online Services, which apply to all IT suppliers. Microsoft carries out annual audits of Online Services, including audits of the security of computers, IT environments and physical Data Centres, supervised and authorised 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 shall be processed for a period no longer than 5 years from the end of the calendar year which this Agreement shall be performed in, unless a longer processing period is necessary, e.g., due to archiving obligations, pursuing claims or other requirements required by 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 lodge a complaint with the supervisory authority, i.e., President of the Personal Data Protection Office, 2 Stawki St.,

00-193 Warszawa, tel. 22 53103 00, fax. 22 53103 01, <https://uodo.gov.pl/pl/p/kontakt>

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

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

**10.** I declare that I have fulfilled the information obligations, provided for in Article 13 or Article 14 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 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) (OJ EU L 119 4.5.2016, p. 1), hereinafter referred to as the "GDPR", towards natural persons from whom we have obtained personal data directly or indirectly in contract to apply for the public procurement in this procedure<sup>1</sup>.

**11.** I declare that I am not subject to exclusion from this procedure on the grounds of the provisions of Article 7.1 in conjunction with Article 7 Section 9 of the Act of 13 April 2022 on Specific Solutions for Counteracting Support for Aggression against Ukraine and to Protect National Security (Journal of Laws of 2020 item 835).

Signature of the Contractor or a person authorised  
to represent the Contractor

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<sup>1</sup> If the Contractor does not provide personal data other than those directly relating to it or there is an exclusion from the application of the information obligation, in accordance with Article 13 Section 4 or Article 14 Section 5 of the GDPR, the Contractor does not submit the content of the statement (removal of the content of the statement, e.g., by deleting it).

Agreement - draft

Concluded<sup>2</sup> on this day ..... 2023 in Łódź, between:

**Łukasiewicz Research Network – Łódź Institute of Technology** with the registered office in Łódź 19/27 Marii Skłodowskiej-Curie St., 90-570 Łódź entered into the register of entrepreneurs kept by the Łódź-Śródmieście District Court XX Commercial Division of the National Court Register under the number KRS 0000955824, NIP – 7272857474, REGON – 521631148 represented by:

\_\_\_\_\_ hereinafter referred to as the "Contracting Authority"

and

\_\_\_\_\_ with the registered office in \_\_\_\_\_, \_\_\_\_\_ St., NIP: \_\_\_\_\_, REGON: \_\_\_\_\_, entered into \_\_\_\_\_, represented by:

\_\_\_\_\_ hereinafter referred to as the "Contractor"

The Agreement has been concluded as a result of the conducted public procurement procedure in accordance with Article 11 Section 5 Point 1) of the Act of 11 September 2019 Public Procurement Law (Journal of Laws of 2023 item 1605 as amended).

§ 1.

The procurement subject matter is the delivery of a device for testing particle filtration efficiency, in accordance with the parameters defined in Attachment no. 2 to the Agreement – Assortment and Price Sheet.

§ 2.

1. The lump sum remuneration for implementing the procurement subject matter is ..... net USD (in words: ..... USD) ..... gross USD delete USD if the net value is equal to gross (in words: .....USD) and includes in particular costs (e.g. rebate, discount, delivery costs, carrying the procurement subject matter, insurance, transport, packaging, consumables necessary to launch the procurement subject matter, including VAT at the rate in accordance with applicable regulations) related to the execution of the procurement subject matter and with the conditions set by the Contracting Authority (hereinafter also referred to as the "gross value of the contract").
2. The value of the procurement subject matter shall be constant throughout the delivery period.
3. In the case of a domestic Contractor, invoices shall be issued in USD, rounded to two decimal places, and payment shall 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

<sup>2</sup> The Agreement is deemed concluded when signed by both parties.

Contractor, invoices shall be issued in USD, rounded to two decimal places, and payment shall also be made in USD.

4. **The Contractor declares that it is/is not ~~delete as appropriate~~ registered in Poland as an active VAT payer. Settlements for the completed deliveries shall be based on the issued invoices. The invoice should include:** described goods in accordance with the subject matter of this Agreement, units of measurement in accordance with the Agreement, quantity of goods, their net unit price, VAT rate and gross value.
5. In the event of failure to meet the requirements referred to in Section 4, the Contracting Authority shall refrain from paying the due amount until the documents are completed and the payment deadline is counted from the date of their completion.
6. Invoices can be sent electronically to the e-mail address [efaktury@lit.lukasiewicz.gov.pl](mailto:efaktury@lit.lukasiewicz.gov.pl).
7. The account indicated on the invoice must be included in the list of entities kept by the tax administration on the basis of separate tax regulations.
8. If there is no bank account on the list on the invoice payment date, the Contractor is obliged to correct the invoice by indicating the bank account on the list. In such a case, the payment deadline starts from the date of delivery to the Contracting Authority of the corrective invoice containing the account number from the list.
9. The Contractor undertakes to bear the burdens imposed on the Contracting Authority by the tax administration if the Contractor does not properly fulfil its tax obligations under the transaction in question, in particular if it incorrectly determines the rates of tax on goods and services or incorrectly settles the amount of tax on goods and services with the tax office in respect of this transaction. In addition, the Contractor is obliged to compensate the Contracting Authority for other negative consequences related to the Contractor providing an account that is not on the list or the lack of the Contractor's bank account on the list.
10. The requirements, referred to in Sections 8-9, do not apply to foreign Contractors who are not registered in Poland as active VAT taxpayers or who do not conduct their business in Poland.
11. In the case of foreign Contractors, payment may be made in the form of a bank letter of credit. The data for issuing the letter of credit is included in Annex No. 4 to the Agreement. The letter of credit is irrevocable and non-transferable.
12. The Parties exclude the use of a structured invoice within the meaning of the Act of 9 November 2018 on electronic invoicing in public procurement, concessions for construction works or services and public-private partnership (Journal of Laws of 2020 item 1666 as amended).
13. The Contracting Authority agrees to send the invoice electronically by e-mail to the following address: [efaktury@lit.lukasiewicz.gov.pl](mailto:efaktury@lit.lukasiewicz.gov.pl)

### § 3.

1. The place of delivery shall be the registered office of the Contracting Authority: Łukasiewicz Research Network – Łódź Institute of Technology 118 Gdańska St., 90-520 Łódź,
2. The contract shall be completed within 15 weeks from the date of conclusion of the Agreement.

### § 4

1. The Contracting Authority is obliged to pay the amount due for the procurement subject matter\* (delete as appropriate):

- under the terms of the Letter of Credit – the terms of the Letter of Credit constitute an Attachment to the Agreement,
- by transfer to the Contractor's bank account indicated in the VAT invoice, within 21 days from the date of delivery to the Contracting Authority of a correctly issued VAT invoice to the Contracting Authority's registered office, no earlier than from the date of providing the Contracting Authority with the following documents: an issued consignment note with confirmation of payment for transport along with the specification of the goods (packing list ) indicating the procurement subject matter and an insurance policy covering insurance of the procurement subject matter during transport at the expense of the Contractor

2. The Parties agree that the delivery shall be considered completed after the execution of the procurement subject matter (in particular, including the delivery to the place indicated in § 3 Section 1) and signing the Handover Report in two copies (1 copy for the Contracting Authority and the Contractor), the content of which must be consistent with Attachment no. 3 to the Agreement (only this template is valid, others shall not be accepted), confirming the completion of the delivery in accordance with the Agreement. The Parties allow the acceptance to be performed unilaterally by the Contracting Authority with a digital record of the acceptance.

3. If any defects, faults or incompleteness of the procurement subject matter are found, the Contracting Authority shall send the handover report to the Contractor along with these comments and a one-sided protocol.

4. The Contractor shall respond to the indicated defects, faults or incompleteness within 14 calendar days. The ineffective expiry of the deadline is deemed to be an admission by the Contractor that defects/faults/incompleteness exist.

5. In the event of comments regarding the implementation of the agreement subject matter or defects found, during the handover, the Parties shall agree on the method and deadline for removing the irregularities. This deadline shall not be longer than 1 month.

6. The occurrence of the above circumstances does not abrogate the rights of the Contracting Authority and the consequences of the Contractor related to failure to meet the deadline for the implementation of the contract specified in § 3 Section 2 of the Agreement and liability for non-performance or improper performance of contractual obligations.

7. In the event of withdrawal from the Agreement by the Contracting Authority after payment to the Contractor under the terms specified in Section 1, or in the event of failure to meet the condition/event in Section 2, the remuneration shall be refunded at the request of the Contracting Authority to the account indicated by it and within the time specified by it, not shorter than 7 days.

## § 5

1. The Contractor shall pay the Contracting Authority contractual penalties for withdrawal from the Agreement in the amount of 15% of the gross value of the Agreement.

2. The Contractor shall pay the Contracting Authority contractual penalties for non-performance or improper performance of the provisions, contained in the Agreement, in the amount of 5% of the

gross value of the Agreement for each case of non-performance or improper performance of the Agreement (other than delay).

3. The Contractor shall pay the Contracting Authority contractual penalties in the event of delay in delivery and in the removal of faults, failures and defects in the amount of 0.5% of the gross value of the Agreement for each commenced day of delay.

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

5. The Contracting Authority is entitled to claim compensation on general principles if the contractual penalty charged does not cover the damage in full.

6. The Contracting Authority reserves the right to add up penalties for improper performance of the Agreement and for withdrawal from the Agreement.

7. The maximum amount of contractual penalties may not exceed 30% of the gross value of the Agreement.

#### § 6

1. The Contracting Authority declares that it is a VAT payer, has NIP 7272857474 and is authorised to issue and receive VAT invoices. At the same time, the Contracting Authority authorises the Contractor to issue VAT invoices without the Contracting Authority's signature.

2. The Contracting Authority declares that it has the status of a large entrepreneur within the meaning of the Act of 8 March 2013 on counteracting excessive delays in commercial transactions (consolidated text: Journal of Laws of 2021, item 424).

#### § 7

1. The Contracting Authority has the right to withdraw from the Agreement and the right to change the contractual penalty, referred to in § 5 Section 1 of the Agreement, on general principles and in the case:

a) when the Contractor has not started the delivery or does not continue it despite the Contracting Authority's request submitted in writing, setting the final date for the election of the Agreement,

b) failure to complete the Agreement by the Contractor for more than 30 days,

c) when the delivered goods contains significant defects - the Contracting Authority is entitled to this rights within 30 days from disclosure of a defect or ineffective replacement with a defect-free one, whichever occurs later.

2. Withdrawal shall be made in the form of a written statement submitted to the other Party.

3. Withdrawal from the Agreement, due to the reasons other than those indicated in Section 1 Point c), may take place within 60 days from the date of expiry of the execution deadline of the Agreement.

4. In the event of a significant change in circumstances causing the performance of the Agreement to be no longer in the public interest, which could not have been foreseen at the time of concluding the Agreement, or the continued performance of the Agreement may threaten a significant interest of state security or public safety, the Contracting Authority may withdraw from the Agreement within 30 days from the date of becoming aware of these circumstances.

## § 8

1. The Contractor provides the Contracting Authority with a warranty for a period of 12 months running from the date of receiving the agreement subject matter in accordance with the terms of § 4 Section 2.
2. The Contractor provides access to spare parts and technical support - indefinite – in accordance with Attachment no. 2 to the Agreement - Assortment and Price Sheet.
3. If the Contracting Authority discovers any failures, faults and defects throughout the warranty period, it is obliged to submit information about their detection via electronic mail, immediately after their disclosure. Warranty claims shall be submitted to the Contractor at the following e-mail address: \_\_\_\_\_
4. The response time to reported failures/faults/defects is 72 hours – counting from the moment they are reported.
5. The Contractor is obliged to remove the failures and faults at its cost and risk.
6. The Contractor is obliged to settle the complaint by repairing or replacing the goods with a non-defective one, within 1 month from the date of its receipt, or - if the complaint is refused - to provide a response to the complaint along with the justification within this period. Failure to respond to the complaint within the deadline specified above will mean that the complaint is considered justified. Regardless of the demand for payment of a contractual penalty, if the defect is not removed in the above-mentioned deadline, the Contracting Authority has the right to entrust the removal of the defect to a third party at the expense and risk of the Contractor (contractual substitute performance).
7. If a warranty repair is necessary outside the Contracting Authority's registered office, all related costs shall be borne by the Contractor, in particular transport and packaging costs.
8. The duration of the removal of defects in the agreement subject matter and the duration of the warranty repair, regardless of the reasons, results in the extension of the warranty period by this period.
9. If repair is not possible, the damaged element shall be replaced with a new one.
10. If any element is replaced with a new one (item free from defects), the warranty period for this element runs anew from the moment of delivery of the defect-free item.
11. The performance of obligations under the warranty or guarantee is part of the agreement subject matter.
12. This Agreement constitutes a warranty document within the meaning of the provisions of the Civil Code.

## § 9

1. The Contractor is fully liable for any damage resulting from non-performance or improper performance of the Agreement, and in particular for the actions or omissions of persons to whom it entrusted activities related to the delivery and installation of the procurement subject matter.
2. The Contractor is obliged to repair damage resulting from non-performance or improper performance of the Agreement, unless this damage is a consequence of circumstances which the Contractor is not responsible for.

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 combination of events or circumstances beyond the control of the Parties, which substantially hinder or prevent the performance of the obligations of a given Party under the Agreement, and which the given Party could not have predicted or prevented 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 via e-mail about the occurrence of force majeure, indicating the expected duration of the obstacle to the implementation of the obligations arising from the Agreement due to force majeure.

6. If, due to force majeure, the implementation of the agreement subject matter becomes impossible, the Parties have the right to terminate the Agreement with immediate effect.

7. In the case referred to in Section 6 of this Agreement, the Contractor is entitled to remuneration only in the amount of the justified costs incurred, necessary for the proper performance of the agreement subject matter.

#### § 10

1. The Parties declare that they are familiar with the legal provisions concerning personal data protection, including especially the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 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) (OJ EU L 119 4.5.2016, p. 1; hereinafter referred to as the "GDPR" and the Act of 10 May 2018 on personal data protection.

2. The Parties provide each other with personal data (business data) of the Parties/representatives of the Parties, and of 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 purposes arising from the legitimate interests of the administrator, i.e. concluding and performance of the contract in question, in accordance with Article 6 Section 1 lit. b) and f) of the GDPR regulation.

#### § 11

The Contractor may not transfer, make a novation, assign or otherwise transfer any of its rights or obligations under the Agreement to any third party without the prior written consent of the Contracting Authority (written under pain of nullity).

#### § 12

1. The Parties jointly decide that the contract, connected with the execution of the Agreement, shall take place via electronic mail or telephone.

2. The Parties jointly decide that the Contracting Authority's claims, connected with this Agreement, may be reported electronically.

3. The date of submitting the complaint referred to in § 8 of this Agreement is considered to be the day of sending the e-mail by the Contracting Authority.

4. Contact persons in connection with the implementation of this Agreement:



a) on the part of the Contracting Authority:

..... tel. .... e-mail .....

ze

b) on the part of the Contractor:

..... tel. .... e-mail .....

5. All statements of the parties referred to in this Agreement, including a statement of withdrawal from the contract, termination of the contract, notification of the occurrence of force majeure and requesting an extension of the delivery deadline and expressing consent in this regard, exercising warranty rights or warranty, responses to reported claims will be made in documentary form. The document form should be understood as sending a scan (copy) of the document signed by persons authorised to represent a given party by e-mail to the addresses indicated in § 12 Section 4 of the Agreement. The day of submitting the statement is understood to be the day of sending the e-mail by a given Party. The date is marked according to the local time of the entity submitting the statement.

6. The Parties consider the e-mails, indicated in § 12 Section 4 of the Agreement, suitable to submit statements in electronic form, namely using qualified signatures within the meaning of the Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transaction in the internal market (eIDAS) - from 1 July 2016.

#### § 13

1. The Agreement is subject to Polish law.
2. In matters not regulated in the Agreement, the provisions of the Act Public Procurement Law, provisions of the Civil Law (Journal of Laws of 2022 item 1360) and other acts of generally applicable law related to the procurement subject matter, shall apply.
3. Amendments to this Agreement must be made in writing, under pain of nullity, provided that to change the date of execution of the Agreement, it is sufficient to use the form indicated in § 12 Section 5.
4. Disputes arising from this Agreement shall be resolved by the Polish common court competent for the registered office of the Contracting Authority.
5. The language of the Agreement and the language of communication between the Parties is the language that the Agreement has been concluded in, exclusively Polish or English, respectively.
6. Each of the Parties is obliged to submit a written notification on the change in address, including e-mail, to the other Party, under the condition of the correspondence sent to the last known address being considered effectively delivered.

#### § 14

1. The date of concluding the Agreement is the date of signing it by the Contracting Authority accepting the tender and the statement submitted by the Contractor within the Agreement and the notifying the Contractor of this fact, at least in the form referred to in § 12 Section 5 of the Agreement. In the case of concluding the Agreement in written form with handwritten signatures, a copy of the Agreement is sent to the other Party following this notification. The Contractor submits

a statement on the conclusion of the Agreement in electronic form using a qualified signature or in written form using an original handwritten signature.

2. The date of amending the Agreement is the date of providing the last signature by a representative of the Party to the Agreement and notifying this fact to the other Party and in the case of a written form - a subsequent delivery of the original notification of the amendment.

The Contractor  
(signature)

The Contracting Authority  
(signature)

Attachments to the Agreement:

Attachment no. 1 – Tender Form

Attachment no. 2 – Assortment and Price Sheet

Attachment no. 3 – Handover Report

Attachment no. 4 – LETTER OF CREDIT

**Handover Report**

In accordance with the Agreement concluded on this day ..... as a result of the public procurement procedure

(procedure no.: \_\_\_\_\_) the procurement subject matter has been delivered:

No.	Name of the device	Number of items

At the same time, the Contractor confirms that the procurement subject matter has compliance marking, in accordance with the Act of April 13, 2016 on conformity assessment and supervision systems (consolidated text: Journal of Laws of 2022, item 1854). The Contractor ensures that the devices are accompanied by a warranty, an operating manual in Polish or English containing information about the manufacturer, device identification number, and technical specifications of the device.

Date of transfer – receipt	
The device's operating instructions and service manual were provided	YES / NO
Comments on the implementation of the agreement subject matter	
Deadline for removing any deficiencies/defects or defects/OTHER	
The deficiencies, defects or faults indicated in the above report were removed on	

--	--

Seal of the Contractor  
device

Seal of the Contracting Authority's unit receiving the

.....

.....

Legible signature of the person representing the Contractor

Legible signature of the person representing the Contracting Authority

BASIC DATA FOR THE LETTER OF CREDIT

1. DATA OF THE BENEFICIARY

I.  resident  non-resident

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

Full name and address of the beneficiary including postcode

II. DATA OF THE INTERMEDIARY BANK

.....

Name of the intermediary bank

.....  
.....

Country

SWIFT code

2. DATA REGARDING THE LETTER OF CREDIT

I. AMOUNT AND CURRENCY OF THE LETTER OF CREDIT

.....

Amount and currency of the letter of credit

.....

Amount tolerance in %

.....

Letter of credit amount in words

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

not confirmed

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

III. AVAILABILITY OF THE LETTER OF CREDIT

Letter of credit available from the bank: PKO BP SA

IV. DEADLINES SPECIFIED IN THE LETTER OF CREDIT

Validity period of the letter of credit until (yyyy-mm-dd) .....-.....-.....

Place of validity of the letter of credit

.....

Deadline for shipping goods until (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

V. OTHER TERMS AND CONDITIONS OF THE LETTER OF CREDIT

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

LOCATION INDICATED AT THE DELIVERY BASE: Łukasiewicz Research Network – Łódź Institute of Technology  
118 Gdańska St., 90-520 Łódź, POLAND

PARTIAL DELIVERIES: NOT ALLOWED

TRANSLOADING OF GOODS: ALLOWED

Place of receipt of goods for shipment:

.....  
Goods loading port:

.....  
Port of unloading goods:

.....  
The place of final destination: Łukasiewicz Research Network – Łódź Institute of Technology  
118 Gdańska St., 90-520 Łódź, POLAND

VI. PAYMENT BY LETTER OF CREDIT IS CONDITIONED ON SUBMITTING THE FOLLOWING DOCUMENTS BY THE BENEFICIARY

a. **INVOICE** - signed original and 3 copies

b. **TRANSPORT DOCUMENTS (SET OF ORIGINALS):**

**B/L (sea bill of lading) / multimodal transport document** (delete as appropriate)

registered, issued for

.....  
commissioned

.....  
 **endorsed in blank**

indicating that:

the freight has been paid ("freight prepaid")       Contracting Authority

notify upon arrival (column - „notify party”)

Łukasiewicz Research Network – Łódź Institute of Technology

118 Gdańska St., 90-520 Łódź, POLAND Tel. +48 42 25 34 416

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

c. **INSURANCE DOCUMENTS:**

**Insurance policy:**

Issued for:

for the Contracting Authority

on behalf of the beneficiary/ \* and endorsed in blank (*endorsement regarding only the policy*)

*Another entity*

indicating that the goods have been insured against

risks:.....

**d. CERTIFICATES**

of origin (Certificate of Origin - GSP form A):

original  copy

of origin (EUR 1):

original  copy

of origin issued by: .....

original  copy

other:..... issued by:.....

original  copy

Including the data .....

**e. OTHER DOCUMENTS:**

**packing list**

original  copy

other: .....

original  copy

**f. DESCRIPTION OF REQUIRED DOCUMENTS:**

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