



Purchase financed from a specific grant of the Ministry of Education and Science

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

Case no.: FO-Z/ŁIT/29/2023

SPECIFICATION OF THE TERMS OF THE ORDER

Subject of the order:

Delivery of a specialized ink-jet printing and spraying system

within the framework of the project titled:

„Purchase of research infrastructure for obtaining advanced textronic solutions”

CPV codes:

38500000-0 control and testing equipment

Mode:

Open tender with an estimated value exceeding EUR215,000

Łódź, 2023

SPECIFICATION OF THE TERMS OF THE ORDER

1. Name and address of the Ordering Party

Łukasiewicz Research Network – Lodz Institute of Technology

Marii Skłodowskiej – Curie 19/27

90-570 Łódź

Unit in charge of the case:

Public Procurement Department

Brzezińska 5/15, 92-103 Łódź

Phone no.:(0-42) 307-04-38

Open Monday to Friday, 8 a.m to 4 p.m

E-mail address: zamowienia@lit.lukasiewicz.gov.pl

Invites to submit tenders for:

DELIVERY OF A SPECIALIZED INK-JET PRINTING AND SPRAYING SYSTEM

UNDER THE PROJECT titled:

"Purchase of research infrastructure for obtaining advanced textronic solutions ", contract no. 7342/IA/SN/2022

2. Website address where the contract documents are available

All communication between the Ordering Party and Contractors, including submission of tenders, is exchanged in electronic form via platformzakupowa.pl (hereinafter referred to as the Platform) available at <https://platformzakupowa.pl/pn/lit>

Changes in and explanations regarding the order specification, hereinafter referred to as the SWZ, and other contract documents directly related to these proceedings will be made available on the aforementioned Platform.

3. Proceedings for awarding the contract

- 3.1. Proceedings for awarding a public contract are conducted as an open tender on the grounds of art. 129 section 1 point 1 and art. 132 et seq. of the Act of 11th September 2019 Public Procurement Law (Dz.U. 2023 item 1605 , as amended) hereinafter referred to as the "Act".
- 3.2. In matters not regulated in this SWZ, the provisions of the Act and the executive acts issued on its grounds, in particular the Regulation of the Minister of Development, Labour and Technology of 23rd December 2020 on subjective evidence and other documents or statements that may be requested by the Ordering Party from the Contractor (Dz.U. 2020, item 2415) and the Regulation of the Prime Minister of 30th December 2020 on the method of preparing and submitting information and technical requirements for electronic documents and means of electronic communication in public procurement proceedings or a competition (Dz.U. 2020, item 2452). In matters not regulated under the aforementioned legal acts, the provisions of the Act of 23rd April 1964 - Civil Code (Dz.u. 2022, item 1510, as amended) and other provisions of generally applicable law related to the subject of the contract shall apply.
- 3.3. The proceedings are conducted in Polish, subject to the exceptions referred to in point 3.4 and 3.5 of the SWZ.
- 3.4. Pursuant to Art. 20 section 3 of the Act the Ordering Party allows the possibility of submitting a tender and other documents and statements, submitted at Ordering Party's request and required from the Contractors consistently with the contents of this SWZ, in English.

3.5. Pursuant to Art. 20 section 4 of the Act these documents shall be published on the website of the proceedings in Polish and English. Simultaneously, the Ordering Party provides, in justified instances, the possibility of preparing documents and completing certain actions under the proceedings, in particular exchanging correspondence with foreign Contractors, in English.

4. Subject-matter of the contract

- 4.1. The subject of the contract is the delivery of a specialized ink-jet printing and spraying system within the framework of the project titled "Purchase of research infrastructure for obtaining advanced textronic solutions".
- 4.2. **A detailed description of the required parameters of the subject of the contract is included in Attachment no. 1 to the SWZ.** The Contractor may propose products with better technical, qualitative and functional parameters than the parameters specified by the Customer.
- 4.3. Submission of a tender for the subject of the contract that does not meet all the required parameters or has parameters worse than the parameters listed in Attachment No. 1 to the SWZ shall result in rejection of the tender.
- 4.4. Delivery should be understood as manufacturing (if the Contractor is also a manufacturer), delivery of unused, brand new (manufactured in 2023) equipment to headquarters of the Ordering Party, as well as its assembly, installation and putting the equipment into operation concluded with a positive acceptance and training of users (max. 2 Ordering Party employees) to the extent necessary for the proper operation of the equipment. The cost of transport, including insurance, is borne by the Contractor. The Contractor is obliged to attach all operating manuals and service manuals (if any), in Polish or English, to the delivered equipment.
- 4.5. The Contractor is obliged to provide delivery and replacement of the necessary spare parts throughout the entire warranty period free of charge (without additional costs for the Customer).
- 4.6. The Contractor provides paid post-warranty service for a period of min. 5 years from the expiry of the warranty period.
- 4.7. The Contractor provides paid access to replacement parts for a period of min. 5 years from the date of expiry of the warranty period.
- 4.8. The subject of the contract has not been divided into parts. The Ordering Party does not allow the possibility of submitting partial offers.
- 4.9. The Ordering Party does not project performing a site inspection.
- 4.10. The Ordering Party does not provide for the possibility of submitting variant offers.
- 4.11. The Ordering Party does not intend to enter into a framework agreement.
- 4.12. The Ordering Party does not intend to set up a dynamic purchasing system.
- 4.13. The Ordering Party does not intend to select the most advantageous offer using an electronic bidding.
- 4.14. If the subject of the order is described by indicating trademarks, patents or origin, source or specific process that characterizes the products or services provided by a specific Contractor - the Ordering Party allows for the possibility of submitting equivalent tenders in this respect. An equivalent offer is an item with the same or better technical, qualitative and functional parameters which meets the minimum parameters specified by the Ordering Party in Attachment no. 1 to the SWZ (Assortment and Price Sheet). **In such case, the Contractor is obliged to submit a detailed specification** together with the tender, which will explicitly present to the Ordering Party that the offered assortment has the same technical, qualitative and functional parameters in comparison to the assortment specified by the Ordering Party in

the description of the subject of the order. The Ordering Party informs that if the description of the subject of the order contains trademarks then an offer that meets the parameters of the individually indicated assortment specified by its manufacturer is considered an equivalent offer.

- 4.15. Pursuant to Art. 139 of the Act the Ordering Party will first examine and evaluate the tenders, and then qualify the Contractor whose tender will be rated the highest in terms of the lack of grounds for exclusion and fulfillment of the conditions for participation in the proceedings.
- 4.16. If there are grounds for exclusion of the Contractor referred to in point 4.15 of the SWZ , the Contractor does not meet the conditions for participation in the proceedings, does not submit subjective evidence or the statement referred to in Art. 125 section 1 of the Act confirming absence of grounds for exclusion and fulfillment of the conditions for participation in the proceedings, the Ordering Party will re-examine and re-evaluate the offers of other contractors and then perform the subjective qualification of the Contractor whose tender has been rated the highest in terms of lack of grounds for exclusion and meeting the conditions for participation in the proceedings.
- 4.17. The Ordering Party shall continue the process of re-examining and re-evaluating the tenders referred to in point 4.16 of the SWZ in regard to the tenders of the contractors remaining in the proceedings and then will qualify the Contractor whose offer was rated the highest in terms of the lack of grounds for exclusion and meeting the conditions for participation in the proceedings ; this shall continue until the most advantageous tender will be selected or the public procurement proceedings will be cancelled.
- 4.18. Purchase financed under the specific grant of the Ministry of Education and Science named "Purchase of research infrastructure for obtaining advanced textronic solutions", contract no. 7342/IA/SN/2022.

5. Case number

The case to which this document relates is marked with number: FO-Z/ŁIT/29/2023. Contractors should refer to this reference number in all communication with the Ordering Party.

6. Information on the projected contracts referred to in Art. 214 section 1 point 8 of the Act.

The Ordering Party does not provide for the possibility of awarding the contracts referred to in art. 214 section 1 point 8 of the Act.

7. Deadline for execution of the contract

The Ordering Party demands that the order be completed **by 30th of September 2023.**

8. Grounds for exclusion

- 8.1. The Contractor to whom any of the circumstances referred to in Art. 108 sec. 1 of the Act applies shall be excluded from the public procurement proceedings, i.e.
 - 1) Being a natural person who has been legally convicted of an offence:
 - a) consisting in membership in an organized crime group or an association aimed at committing an offence or a fiscal offence referred to in Art. 258 of the Criminal Code,
 - b) consisting in human trafficking referred to in art. 189a of the Criminal Code,
 - c) the offence referred to in Articles 228-230a, art. 250a of Criminal Code, in articles 46-48 of the Act of June 25, 2010 on sports (Dz.U. 2020, item 1133 and Dz.U. 2021, items 2054 and 2142) or in art. 54 section 104 of the Act of 12th May 2011 on the reimbursement of

medicines, foodstuffs for special nutritional uses and medical devices (Dz.U. 2021, items 523, 1292, 1559, 2054 and 2120),

d) consisting in financing a terrorist offence referred to in Art. 165a of Criminal Code or the offence consisting in preventing or hindering determining the criminal origin of money or hiding origin of money referred to in Art. 299 of Criminal Code,

e) a terrorist offence referred to in Art. 115 § 20 of Criminal Code or aimed at committing this type of offence

f) consisting in commissioning work to a minor foreigner referred to in Art. 9 section 2 of the Act of 15th June 2012 on the effects of entrusting work to foreigners staying illegally in the territory of the Republic of Poland (Dz.U. item 769),

g) Economic related offences referred to in articles 296-307 of Criminal Code, the fraud referred to in Art. 286 of Criminal Code, the offence against the credibility of documents referred to in Articles 270-277d of Criminal Code, or a tax offence,

h) the offence referred to in Art. 9 sections 1 and 3 or art. 10 of the Act of 15th June 2012 on the effects of entrusting work to foreigners staying illegally in the territory of the Republic of Poland

- or for an appropriate prohibited act specified in foreign legal regulations;

2) If a sitting member of Contractor's management or supervisory body, a partner of the company in a general partnership or a partner company or a general partner in a limited partnership or a limited joint-stock partnership, or a signing clerk of the Contractor has been validly convicted of an offence referred to in point 8.1.1) of the SWZ;

3) The Contractor against whom a valid sentence or a final administrative decision was issued regarding falling behind with payment of taxes, fees or social security or health insurance premiums, unless the Contractor paid due taxes, fees or social or health insurance contributions, together with interest or fines, or has entered into a binding agreement on the repayment of these liabilities before lapse of the deadline for submitting requests to participate in the public procurement proceedings or lapse of the deadline for submission of tenders;

4) Who was legally prohibited from participation in public procurement proceedings;

5) If the Ordering Party may conclude on the basis of credible premises that the Contractor has entered into an agreement aimed at disturbing competition with other contractors, in particular if the contractors belonging to the same corporate group, in the understanding of the Act of 16th of February 2007 on competition and consumer protection, submitted separate tenders, partial offers or requests to participate in the proceedings, unless the contractors prove that they prepared these offers or requests independently from each other;

6) If in the cases referred to in Art. 85 section 1 of the Act fair competition was disturbed as a result of the previous involvement of this contractor or an entity that belongs to the same corporate group as the contractor, in the understanding of the Act of 16th of February 2007 on competition and consumer protection, unless the resulting disturbance of competition can be remedied differently than by excluding the economic operator from participation in the public procurement proceedings.

8.2. Furthermore, the Ordering Party will exclude from the public procurement proceedings the Contractor in relation to whom the circumstances referred to in art. 109 sec. 1 point 4) of the Act apply, i.e. the Contractor subjected to liquidation, declaring bankruptcy, whose assets are managed by a receiver or a court, the contractor who entered into an arrangement with creditors, whose business activity was suspended or remains in another similar situation

resulting from a similar proceedings provided for in the provisions for initiation of such type of proceedings.

8.3. The Ordering Party, pursuant to the provisions of art. 7 section 1 of the Act of 13th of April 2022 on special solutions for counteracting the support of aggression against Ukraine and for the protection of national security (Dz.U. 2022, item 835), hereinafter referred to as the "Act on special solutions", will exclude from the proceedings:

1. The Contractor entered into the lists specified in the Council Regulation (EC) No. 765/2006 from 18th May 2006 concerning restrictive measures in connection with the situation in Belarus and Belarus's participation in Russia's aggression against Ukraine (OJ L134 20.05.2006, page 1, as amended 3) hereinafter referred to as "Regulation 765/2006" and in the Council Regulation (EU) No. 269/2014 of 17th March 2014 on restrictive measures in respect of actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine (OJ L78 17.03.2014, page 6, as amended) hereinafter referred to as "Regulation 269/2014" or entered into the list based on the decision regarding entering an entity into the list determining whether the measure referred to in Art. 1 item 3 of the Act on Special Solutions should be applied;
2. The Contractor whose beneficial owner, in the understanding of the Act of 1st of March 2018 on counteracting money laundering and financing terrorism (Dz.U. 2022, items 593 and 655), is a person entered into the lists specified in Regulation 765/2006 and Regulation 269/2014 or entered into the list or who became such a beneficial owner on 24th of February 2022, provided that it was entered into the list on the basis of a decision regarding entering an entity into the list determining the application of the measure referred to in Art. 1 item 3 of the Act on Special Solutions;
3. The contractor whose parent company, in the understanding of the Act of 1st March 2018 on counteracting money laundering and financing of terrorism (Dz.U. 2022, items 593 and 655), is an entity entered into the lists specified in Regulation 765/2006 and Regulation 269/2014 or entered into the list or which became such parent company on 24th of February 2022, provided that it was entered into the list on the basis of a decision regarding entering an entity into list determining the application of the measure referred to in Art. 1 item 3 of the Act on Special Solutions;

8.4. Pursuant to provisions of art. 5k of the Council Regulation (EU) No. 833/2014 from 31st July 2014 concerning restrictive measures in connection with Russia's actions destabilizing the situation in Ukraine (OJ L229 31.07.2014, page 1), hereinafter: Regulation 833/2014, as amended by the Council Regulation (EU) 2022/576 amending Regulation (EU) No. 833/2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine (OJ L111 08.04.2022, page 1), hereinafter: Regulation 2022/576, which prohibits Russian contractors from participating in public contracts and concessions awarded in all member states of the European Union, the Ordering Party will exclude from the proceedings the Contractors who:

1. Are Russian citizens, natural or legal persons, entities or bodies based in Russia;
2. Are legal persons, entities or bodies which are directly or indirectly being owned by Russian citizens or are owned in more than 50% by natural or legal persons, entities or agencies based in Russia;
3. Are natural or legal persons, entities or agencies acting on behalf of or at the direction of:
 - a. Russian citizens or natural or legal persons, entities or agencies based in Russia or,

- b. legal persons, entities or bodies which are directly or indirectly owned in more than 50% by Russian citizens or natural or legal persons, entities or agencies based in Russia.
- 4. Whose suppliers and entities on whose capacity the contractor or concessionaire relies, if they account for more than 10% of the value of the contract or concession, belong to any of the categories of entities listed in points 8.4.1. – 8.4.3. of the SWZ.– 8.4.3.SWZ.
- 8.5. In the cases referred to in point 8.2. of the SWZ the Ordering Party may not exclude the Contractor if the exclusion would be clearly disproportionate, in particular if the economic or financial standing of the Contractor referred to in point 8.2. of the SWZ is sufficient for completing the order.
- 8.6. The contractor is not subject to exclusion under the circumstances specified in point 8.1. of the SWZ in the scope of art. 108 sections 1, 2 and 5 of the Act or in the circumstances specified in point 8.2. of the SWZ in the scope of art. 109 section 1 point 4) of the Act if the Contractor proves to the Ordering Party that he has met all of the following conditions set out in Art. 110 section 2 of the Act, i.e.:
 - 1) the Contractor repaired or undertook to repair the damage caused by a crime, a misdemeanour or Contractor's misconduct, including repairing the damage through monetary compensation;
 - 2) Comprehensively and thoroughly explained the facts and circumstances related to the crime, misdemeanor or Contractor's misconduct and the resulting damage and will actively cooperate with the relevant authorities, including law enforcement authorities, or;
 - 3) Took specific technical, organizational and personnel measures appropriate for preventing further crimes, misdemeanors or instance of misconduct, in particular:
 - a) cut all ties with persons or entities responsible for Contractor's misconduct
 - b) Reorganized personnel,
 - c) Implemented a reporting and control system,
 - d) Created internal audit structures for monitoring compliance with provisions, internal regulations or standards,
 - e) Introduced internal regulations regarding liability and compensation for non-compliance with provisions, internal regulations or standards.
- 8.7. Taking into consideration the importance and special circumstances of Contractor's act the Ordering Party assesses whether the actions referred to hereinabove performed by the Contractor sufficiently demonstrate Contractor's reliability. If the actions taken by the Contractor are not sufficient to demonstrate its reliability the Ordering Party shall exclude the Contractor from the proceedings.
- 8.8. The Contractor is not subject to exclusion under the circumstances referred to in point 8.4.4. if, at the request of the Ordering Party and within the deadline set by the Ordering Party, the Contractor will substitute the subcontractor, supplier or entity on whose capabilities the Contractor relies with a supplier or an entity on whose capabilities the Contractor relies which does not belong to any of the categories of entities listed in points 8.4.1. – 8.4.3 of the SWZ.
- 8.9. The Contractor is excluded pursuant to art. 111 of the Act.
- 8.10. The Ordering Party shall reject the tender on the grounds of art. 226 section 1 point 2) letter a) of the Act if the tender was submitted by a Contractor subject to exclusion from the proceedings.
- 8.11. The Contractor may be excluded by the Ordering Party at any stage of the proceedings.

9. The conditions for participation in the proceedings

- 9.1. The Contractors who meet the conditions for participation in the proceedings referred to in art. 112 section 2 of the Act may apply for a the public contract; the conditions concern:
- a) **The capacity for participating in business transactions** - the Ordering Party withdraws from presenting the condition in this regard.
 - b) **Permission to conduct specific economic or professional operations, as long as it results from separate provisions** - the Ordering Party withdraws from presenting the condition in this regard.
 - c) **Economic or financial standing** – the Ordering Party withdraws from presenting the condition in this regard.
 - d) **Technical or professional capacity:**

The Ordering Party shall accept that the Contractor meets the aforementioned conditions if the Contractor demonstrates in the list of orders completed throughout the last 3 years or, if the period of operations is shorter - during this period, that the Contractor did duly execute orders:

A minimum of one delivery of an ink-jet printing system with the value of at least EUR90,000

Compliance of the Contractor with the aforementioned conditions will be assessed on the grounds of the list of deliveries submitted by the Contractor containing information on the value of deliveries, their subject, dates of completion and entities for which these deliveries were made; the list will be accompanied by the evidence specifying whether these deliveries have been duly completed, with the evidence in question consisting of references or other documents prepared by the company for which the deliveries have been made and, if the Contractor for reasons beyond his control is unable to obtain these documents, Contractor's statement. The information should be provided in Attachment no. 4a to the SWZ.

If the Contractor completed a larger number of deliveries within the framework of one contract/order the Contractor shall for the purposes of demonstrating compliance with the conditions of participation in the proceedings for this contract, distinguish said deliveries by type and provide the value of the deliveries to be assessed pursuant to the conditions of participation in the proceedings.

If the Contractors submit documents containing amounts expressed in currencies other than EURO, the Customer shall adopt, for the purposes of assessing compliance with the conditions set out above, the average exchange rate of a given currency published by the National Bank of Poland on the day of publication of the contract notice in the Official Journal of the European Union. If the National Bank of Poland will not be publishing the average exchange rate of a given currency on the day of publication of the contract notice in the Official Journal of the European Union the average exchange rate published on the first day following publication of the contract notice in the Official Journal of the European Union shall be used as the basis for conversion.

- 9.2. When assessing technical or professional capacity the Ordering Party may, at any stage of the proceedings, consider that the Contractor does not have the required capacity if the Contractor is engaged in conflicting endeavors, in particular if involvement of Contractor's technical or professional resources in other economic activities may have a negative impact on performance of the contract.

- 9.3. In the instance of contractors applying for the public contract jointly (a consortium, a civil law partnership) the provisions of point 10.16 et seq. of the SWZ shall apply.
- 9.4. To confirm that the conditions for participation in the proceedings have been met the Contractor may, where appropriate and in relation to a specific contract or part thereof, rely on the technical or professional capacity or financial or economic standing of other companies, irrespective of the legal nature of the legal relations between them.
- 9.5. The Contractor who relies on the capabilities or standing of entities supplying resources submits together with the tender **an obligation of the entity supplying the resources** regarding providing the Contractor with the resources necessary for the purposes of completing the contract or submits other means of proof confirming that the Contractor shall command the necessary resources of these entities when performing the contract.
- 9.6. The obligation of the entity providing the resources referred to in point. 9.5 of the SWZ confirms that the relationship between the Contractor and entities providing resources guarantees access to these resources and in particular specifies:
 - 9.6.1) the type of resources of the entity providing the resources available to the Contractor;
 - 9.6.2) the method and period of providing the Contractor with the resources by the entity providing these resources for the purpose of performance of the contract and the manner in which these resources shall be used;
 - 9.6.3) Will and to what extent the entity providing resources, on which abilities the Contractor relies in relation to the conditions of participation in proceedings concerning education, professional qualifications or experience, shall provide services to which the indicated abilities relate.
- 9.7. The Ordering Party assesses whether the technical or professional capacity made available to the Contractor by the entities providing resources or their financial or economic standing allow the Contractor to demonstrate compliance with the requirements for participation in the proceedings referred to in point. 9.1.d) of the SWZ; furthermore, the Ordering Party also examines whether there are grounds for exclusion of this entity that have been also projected for the Contractor.
- 9.8. If the technical or professional capacity or economic or financial standing of the entity providing resources do not confirm that the Contractor meets the requirements for participation in the proceedings or there are grounds for exclusion of this entity, the Ordering Party shall request from the Contractor to replace this entity with another entity or entities within the deadline specified by the Ordering Party or to demonstrate that Contractor meets the conditions for independent participation in proceedings.
- 9.9. After lapse of the deadline for submitting tenders the Contractor may not invoke the capabilities or standing of the entities providing resources if at the stage of submitting tenders the Contractor did not invoke in a given scope the capabilities or standing of the entities providing resources.
- 9.10. In respect to the requirements regarding education, professional qualifications or experience Contractors may rely on the abilities of the entities providing resources provided that these entities provide services for rendering which these resources are required.

10. List of statements and subjective means of proof.

- 10.1. Pursuant to art. 125 section 1 of the Act the Contractor is obliged to attach to the tender a statement of non-exclusion and compliance with the requirements for participation in proceedings to the extent indicated by the Ordering Party.

- 10.2. The declaration referred to in point 10.1. of the SWZ, shall be submitted using the Single European Procurement Document (hereinafter ESPD) form prepared consistently with the template set out in Commission Implementing Regulation (EU) 2016/7 of 5th January 2016. establishing the standard form for the European procurement documents (OJ L3 06.01.2016, page 16). This statement constitutes the evidence confirming lack of grounds for exclusion and compliance with the requirements for participation in the proceedings at the time of submission of tenders and temporarily replaces the personal means of proof required by the Ordering Party.
- 10.3. **Furthermore, in order to demonstrate the absence of grounds for exclusion pursuant to Art. 5k of Regulation 833/2014, as amended by Regulation 2022/576, the Contractor makes a declaration the template of which constitutes Attachment no. 3b to the SWZ.**
- 10.4. In case of contractors applying for the contract jointly the statement referred to in point. 10.1. of the SWZ is submitted by **each contractor**. These statements confirm absence of grounds for exclusion and compliance with the conditions for participation in the proceedings in which each contractor demonstrates compliance with the requirements for participation.
- 10.5. In the event of reliance on the capabilities or standing of entities providing resources the Contractor also presents, together with the statement referred to in point. 10.1., the statement of the entity providing resources confirming the absence of grounds for exclusion of this entity and compliance with the requirements for participation in the proceedings.
- 10.6. Before selecting the most favourable tender the Ordering Party will summon the Contractor whose offer has been rated the highest to submit within the provided deadline, no shorter than 10 days, means of proof valid at the time of submission:
- 10.6.1. **List of deliveries** (consistent with the template in *Attachment No. 4a to the SWZ*) executed not earlier than in the last 3 years and, if the period of operation is shorter – during this period, together with their value, subject, date of completion, and name of the company for which the delivery was made, **and the evidence specifying whether these deliveries were properly completed**; the evidence in question consists in references or other documents prepared by the company for which the delivery was made and, if the contractor for reasons beyond Contractor's control is unable to obtain these documents, Contractor's statement. The deliveries indicated in the list should meet the conditions set out in point 9.1. point d) to the SWZ.
- 10.6.2. **Information from the National Criminal Register** drawn up not earlier than 6 months prior to its submission, concerning:
- a) Art. 108 section 1 point 1 and 2 of the Act;
- b) Art. 108 section 1 point 4 of the Act concerning the prohibition of applying for a public contract as a criminal measure;
- 10.6.3. **Contractor's statements in regard to art. 108 section 1 point 5 of the Act, concerning not belonging to the same capital group**, within the meaning of the Act of 16th February 2007 on competition and consumer protection (Dz.U. 2021, item 275, uniform text), as another contractor who submitted a separate tender, a partial offer, or a declaration of belonging to the same corporate group together with documents or information confirming that the tender, partial offer was prepared independently of another contractor belonging to the same corporate group - consistent with the template constituting Annex No. 4 to the SWZ).
- 10.6.4. **An excerpt or information from the National Court Register or from the Central Register and Information on Economic Activity, in the regard of art. 109 section 1**

- point 4 of the Act**, prepared not earlier than 3 months prior to its submission provided that separate provisions require entry in the register or records.
- 10.6.5. **Contractor's statement on the validity of the information contained in the statement referred to in art. 125 section 1 of the Act regarding the grounds for exclusion from proceedings referred to in:**
Art. 108 section 1 point 3 of the Act,
Art. 108 section 1 point 4 of the Act, regarding the prohibition of applying for a public contract as a preventive measure,
Art. 108 section 1 point 5 of the Act, concerning entering with other contractors into an agreement for the purpose of disturbing competition,
Art. 108 section 1 point 6 of the Act
– consistently with the template constituting **Attachment No. 3a to SWZ**.
- 10.6.6. **Contractor's statement on absence of grounds for exclusion pursuant to art. 7 paragraph 1** of the Act of 13th April 2022 on specific solutions in the field of counteracting the promotion of aggression on Ukraine and serving the protection of national security (Dz.U. 2022, item 835) consistent with the template constituting **Attachment No. 3c** to the SWZ).
- 10.6.7. **Contractor's statements on the validity of the information contained in the statement constituting Attachment no. 3a to the SWZ regarding the grounds for exclusion pursuant to art. 5k of Regulation 833/2014 as amended by Regulation 2022/576 consistent with the template constituting Attachment No. 3d to the SWZ.**
- 10.7. If the Contractor has its registered office or place of residence outside the Republic of Poland, instead of the documents referred to:
- 10.7.1. In point 10.6.2. of the SWZ – the Contractor submits information from an appropriate register, such as a court register, or, in the absence of such a register, another equivalent document issued by the competent judicial or administrative authority of the country in which the contractor is established or resident to the extent referred to in point 10.6.2. of the SWZ;
- 10.7.2. in 10.6.4. of the SWZ – submits a document or documents issued in the country where the contractor is established or resident, confirming respectively that it is not a subject to liquidation , its bankruptcy has been declared, its assets are not managed by a receiver or a court, he has not entered into an agreement with creditors, his business activity is not suspended or he is in another situation of this kind resulting from a similar proceedings provided for in the provisions of the place of initiation of this proceedings.
- 10.8. The document referred to in point. 10.7.1. of the SWZ should be issued not earlier than 6 months prior to its submission. Documents referred to in point 10.7.2. of the SWZ should be issued not earlier than 3 months prior to submitting them.
- 10.9. If in the country in which the Contractor is established or resident the documents referred to in point 10.7 of the SWZ are not issued or if these documents do not apply to all the cases referred to in art. 108 section 1 point 1, 2 and 4 of the Act, they are replaced, respectively, in whole or in part, with a document containing the Contractor's declaration, respectively, indicating the person or persons entitled to represent the Contractor, or the statement of the person to whom the document was to be afflicted, taken under oath, or, if in the country in which the Contractor is established or resident there are no provisions on the affidavit, submitted to a judicial or administrative body, notary, professional or economic self-government body, competent for the Contractor's seat or place of residence. Provisions of point 10.8 apply.

- 10.10. If it is necessary to ensure the proper conduct of the public procurement proceedings, the Ordering Party may at any stage of the proceedings summon Contractors to submit all or some of the subject evidence current at the date of their submission.
- 10.11. If there are reasonable grounds to believe that the evidence previously submitted is no longer valid, The Ordering Party may at any time request the contractor or contractors to submit all or some of the evidence current at the date of submission.
- 10.12. The Ordering Party shall not summon for the submission of personal evidence if:
- 10.12.1. the Ordering Party will be able to obtain said evidence using free and publicly available databases, in particular public registers in the understanding of the Act of 17th February 2005 on computerization of the activities of entities performing public tasks, provided that the Contractor indicates in ESPD the data enabling access to this information,
- 10.12.2. The subject evidence is a statement the contents of which correspond to the contents of the declaration referred to in Art. 125 section. 1 of the Act.
- 10.13. The Contractor is not obliged to provide evidence which the Ordering Party already possesses if the contractor indicates these measures and confirms their correctness and timeliness.
- 10.14. If the Contractor indicates the availability of the evidence under specific internet addresses of publicly available and free databases, the Ordering Party requests from the Contractor to provide a translation into Polish of the personal evidence downloaded by the Ordering Party itself
- 10.15. If the Contractor did not submit the declaration referred to in art. 125 section. 1 of the Act, means of proof, other documents or statements submitted under the proceedings or these documents are incomplete or contain errors, the Ordering Party will summon the Contractor to, respectively, submit, correct, or supplement these documents within the stipulated deadline unless Contractor's offer is subject to rejection regardless of their submission, supplementation or correction or there are grounds for annulment of the proceedings. The Contractor submits the means of proof valid on the date of their submission upon the request referred to in the first sentence.
- 10.16. The Ordering Party may request Contractors to clarify the contents of the statement, referred to in art. 125 section 1 of the Act, or the submitted personal evidence or other documents or statements made in the proceedings.

Information for contractors jointly applying for the contract (affiliates/consortia)

- 10.17. In the case of Contractors jointly applying for the contract, none of them may be excluded due to failure to comply with the conditions referred to in Article 108 section 1 and Art. 109 section. 1 point 4 of the Act, whereas meeting the conditions for participation in Contractor's proceedings is demonstrated in accordance with point 9 of the SWZ.
- 10.18. In the case of joint application for the contract by Contractors the statement, referred to in point. 10.1. of the SWZ is submitted separately by each of the Contractors jointly applying for an order. These statements confirm absence of grounds for exclusion and compliance with the conditions for participation in the proceedings to the extent that each of the Contractors demonstrates compliance with the conditions for participation in the proceedings and absence of grounds for exclusion.
- 10.19. The subjective evidence referred to in point 10.6. (10.6.1 – 10.6.8) is submitted at Ordering Party's request by each of the Contractors jointly applying for the contract.

- 11. The information on the method of communication between the Ordering Party and Contractors and technical and organizational requirements for preparing, sending and receiving electronic correspondence, as well as an indication of persons authorized to communicate with Contractors.**
- 11.1. Communication in the proceedings, including submission of tenders, exchange of information and transfer of documents or statements between the Ordering Party and the Contractor is maintained by using electronic means of communication.
- 11.2. Communication in the proceedings is maintained consistently with the Regulation of the Prime Minister of 20th December 2020 on the method of preparing and transmitting information and technical requirements for electronic documents and electronic ways of communication in public procurement proceedings or a competition (Dz.U. 2020 item 2452).
- 11.3. The proceedings are conducted in Polish language in an electronic form via platformzakupowa.pl, hereinafter referred to as the Platform, available at: <https://platformzakupowa.pl/pn/lit>
- 11.4. By entering into these public procurement proceedings the Contractor:
- 11.4.a) Accepts the terms and conditions of using the purchasing platform, as specified in the Regulations posted on the website at: <https://platformzakupowa.pl/strona/1-regulamin>, in the „Regulations” tab and recognizes these regulations as binding
- 11.4.b) has read and adheres to the Instructions for submission of tenders available at link <https://drive.google.com/file/d/1Kd1DttbBeiNWt4q4sIS4t76lZVKPbkyD/view>
- 11.5. The Ordering Party informs that **instructions regarding using the purchasing platform**, in particular the instructions concerning logging in, downloading documentation, submitting requests for clarification of the SWZ content, submitting tenders and other actions undertaken under these proceedings by using the Platform, are available in the „Instructions for Contractors” tab of the website at: <https://platformzakupowa.pl/strona/45-instrukcje>.
- 11.6. In case of any technical questions related to the operation of the Platform, please contact the Purchasing Platform Customer Support Center: phone. (22) 101 02 02, e-mail: cwk@platformzakupowa.pl
- 11.7. The person authorized on the part of the Ordering Party to contact the Contractors in substantive matters regarding the subject proceedings is Mr. Jarosław Lizińczyk – Head of the Public Procurement Department.
- 11.8. Communication between the Ordering Party and Contractors, including, transmission of all statements, applications, notifications and information, will take place in an electronic form via the Platform and the "Send message” form. The date of submission (incoming) of statements, applications, notifications and information is the date of sending them via the Platform by clicking the „Send the message” button following display of the message stating that the message was sent to the Ordering Party.
- 11.9. The Ordering Party shall provide information to Contractors in an electronic form via the Platform. The Ordering Party will post the information regarding answers to questions, changes in the SWZ, changes in the deadline for submitting and opening tenders on the Platform in the „Announcements” section. Correspondence which, according to applicable regulations, is addressed to a specific Contractor will be transmitted electronically via the Platform to that specific Contractor.
- 11.10. As a professional company the Contractor is obliged to check announcements and messages sent by the Customer directly on the Platform because the notification system may fail or the notification may end in the SPAM folder.

- 11.11. **The Ordering Party is not responsible for submitting the tenders in a manner inconsistent with the Instructions for using the Platform, in particular for the situation when the Ordering Party becomes familiar with the contents of the tender prior to the deadline for submitting tenders (e.g. as a result of submitting a tender by using the "Send a message to the Ordering Party" tab). Such tender will be considered by the Ordering Party as a commercial offer and will not be taken into consideration under the proceedings in question due to the obligation provided for in art. 221 Acts not being met.**
- 11.12. Consistently with § 11 of the Regulation of the Prime Minister of 30th December 2020 on the method of preparing and transmitting information and technical requirements for electronic documents and electronic means of communication in public procurement proceedings or competition (Dz.U. 2020 item 2452) the Ordering Party defines the necessary hardware and application requirements enabling operating the Platform, i.e.:
- Broadband Internet access with guaranteed speed of no less than 512 kbps,
 - PC or MAC class computer with the following configuration: min. memory: 2 GB Ram, Intel IV 2 GHZ processor (or equivalent) or a newer version, one of the following operating systems - MS Windows 7, Mac Os x 10 4, Linux or newer versions thereof,
 - Any web browser, in case of Internet Explorer - version 10.0. at minimum,
 - JavaScript enabled,
 - Adobe Acrobat Reader software, or other program supporting .pdf file format, installed.
 - The platform works according to the standards adopted in network communication - UTF8 encoding,
 - The time stamp for receipt of data by the purchasing platform consist in the date and exact time (hh: mm: ss) generated consistently with the local server time synchronized with the clock of the Central Office of Measures.
- 11.13. The Ordering Party does not project summoning all Contractors to clarify the contents of the SWZ.
- 11.14. The Contractor may request the Ordering Party to clarify the **contents of the SWZ**. The Ordering Party is obliged to provide an answer without delay, but no later than 4 days before the deadline for submitting tenders, provided that the request for clarification of the contents of the SWZ was received by the Ordering Party no later than 7 days before the deadline for submitting tenders.
- 11.15. If the Ordering Party fails to provide explanations within the deadline referred to in point. 11.14. of the SWZ, the Ordering Party shall extends the deadline for submitting tenders by the time necessary to familiarize all interested Contractors with the explanations necessary for proper preparation and submission of tenders.
- 11.16. If the request for clarification of the contents of the SWZ has not been received within the deadline referred to in point 11.14. of the SWZ, the Ordering Party is not obliged to provide explanations regarding the SWZ and to extend the deadline for submitting offers.
- 11.17. Extension of the deadline for submitting tenders referred to in point. 11.15. SWZ does not affect the deadline for submitting a request for clarification of the contents of the SWZ, referred to in point. 11.14. of the SWZ.
- 11.18. The Ordering Party publishes the contents of enquiries along with provided explanations without disclosing the source of the enquiry on the website of the proceedings.

12. Requirements regarding entry fee/bid deposit

The Ordering Party does not request an entry fee/bid deposit.

13. Form of submitted documents

- 13.1. Tenders, the statements referred to in art. 125 section. 1 of the Act (ESPD), means of proof, including the statement referred to in art. 117 section 4 of the Act, and the obligation of the entity providing resources referred to in art. 118 section 3 of the Act, the means of proof and authorizations are prepared in electronic form, in the file formats specified in the Regulation of the Council of Ministers from 12th April 2012 on the National Interoperability Framework, minimum requirements for public registers and exchange of information in electronic form and minimum requirements for ICT systems (Dz.U. 2017 item 2247, uniform text). **The common file formats NOT present in the regulation include: .rar .gif .bmp .numbers .pages. Documents submitted in such file formats will be considered as ineffectively submitted.**
- 13.2. If the means of proof, the proof in question, other documents or documents confirming the power to represent, respectively, the contractor, contractors jointly applying for the award of a public contract, companies providing resources pursuant to provisions of art. 118 Acts or a subcontractor who is not a company providing resources on such terms, hereinafter referred to as „documents confirming the power to represent”, were issued by an authorized company other than the contractor, contractors jointly applying for the award of the contract, a company providing resources or a subcontractor, hereinafter referred to as „ authorized entities”, this document is transferred as an electronic document.
- 13.3. If the means of proof, evidence in question, other documents or documents confirming the power to represent were issued by an authorized company as a paper document, a digital copy of this document is being provided affixed with a qualified electronic signature, confirming the compliance of the digital copy with the paper document.
- 13.4. The digital copy referred to in point 13.3. of the SWZ shall be understood as an electronic document which is an electronic copy of the contents drawn-up in paper form, enabling readers to read and understand these contents without having to directly access the original
- 13.5. The compliance of a digital copy with the paper document, referred to point. 13.4. SWZ, is being certified in the case of:
- 1) Means of proof and documents confirming the power to represent, respectively, the contractor, contractors jointly applying for the contract, an entity providing resources or a subcontractor, in regards to personal evidence or documents confirming the power to represent, which apply to each of the aforementioned persons;
 - 2) The means of proof – a contractor or contractors jointly applying for the contract, respectively;
 - 3) other documents - a contractor or a contractor applying for the contract jointly for a contract
, in respect to the documents which pertain to each of them
- 13.6. The means of proof, including the statement referred to in art. 117 section 4 of the Act, and the obligation of the entity providing resources, the means of proof not issued by authorized companies and the power of attorney are provided in an electronic form and affixed with a qualified electronic signature.
- 13.7. If the means of proof, including the statement referred to in art. 117 section 4 of the Act and the obligation of the entity providing resources and the evidence in question, not issued by authorized company, or the power of attorney were prepared as a paper document and provided with their own signature a digital copy of these documents shall be provided along with a qualified electronic signature certifying the compliance of the digital copy with the paper document.

- 13.8. The consistency of a digital copy of a document with a physical paper copy indicated in pt. 13.7 of SWZ is checked in the case of:
- 1) The means of proof – a contractor, contractors jointly applying for the contract, an entity providing resources or a subcontractor, respectively, in respect of the means of proof which relate to each of them;
 - 2) The means of proof in question, the statement referred to in art. 117 section 4 of the Act, or obligations of the entity providing resources – contractor or contractors jointly applying for the contract, respectively;
 - 3) authorized representative - principal
- 13.9. The consistency of a digital copy of a document with a physical copy indicated in pt. 13.8 of the SWZ may be also certified by a notary public.

14. Description of the method of preparing and submitting the tender and the documents required by the provisions of the SWZ

14.1. Contractors are required to carefully read the information contained in the SWZ and prepare the tender in accordance with the requirements provided in the document.

14.2. The offer must include:

- a) Completed **tender form** which constitutes *Attachment No. 2* to the SWZ
- b) Completed **Assortment and Price Sheet**, which constitutes Attachment No. 1 to the SWZ.

Contractors are forbidden from introducing any changes in the contents of the attachments indicated hereinabove. Introduction of changes shall result in rejection of the tender in accordance with the provisions of the Act. The Ordering Party recommends using the form contained in Attachment No. 1 to the SWZ provided by the Ordering Party. Submitting an attachment developed by Contractors in the tender is permissible, provided that it is identical in terms of contents to the sheet prepared by the Ordering Party.

- c) **European Single Procurement Document (ESPD)** (the statements referred to in art. 125 section 1 of the Act) – constituting Attachment No. 3 to the SWZ.

The Contractor fills ESPD and thus creates an electronic document. The Contractor is permitted to use ESPD or other available tools or software that allows Contractor to complete ESPD and create an electronic document. The current version of the ESPD filling instructions can be found under

https://www.uzp.gov.pl/data/assets/pdf_file/0026/45557/Jednolity-Europejski-Dokument-Zamowienia-instrukcja-2021.01.20.pdf

IMPORTANT

- For the correct submission of a declaration regarding compliance with the conditions for participation in the proceedings, the Ordering Party only requires that the contractor indicate answer "YES" in the submitted European Single Procurement Document (ESPD) Part IV: Eligibility criteria in point α – General statement regarding all qualification criteria.
- The Contractor submits the declaration regarding the grounds for exclusion referred to in art. 7 paragraph 1 of the Act on special solutions by completing Part III – Basis for exclusion, section D – Grounds for national exclusion (grounds for exclusion of purely national character set out in the relevant notice or in the procurement documents).

- d) c) Declaration of absence of grounds for exclusion provided for in Article 5k of Regulation 833/2014 as amended by Regulation 2022/576 (**Attachment No. 3b** to the SWZ),
- e) **A valid transcript from the National Court Register, the Central Registry and Information about Business Activity or other appropriate register** confirming that the person acting on behalf of the Contractor is properly authorized to represent the Contractor unless the Ordering Party may procure such information through free of charge and publicly available databases, provided that the Contractor indicated the data which enable access to such documents. **ATTENTION: in case of the Contractors listed in NCR or CRIBA the Ordering Party shall accept that providing NIP and REGON of the Contractor in point 1 of the tender form shall be adequate for accessing the aforementioned documents.**
- If the Contractor is represented by a person whose power of representation is not clearly demonstrated by the documents indicated in the first sentence the Ordering Party shall request from the Contractor to present an agency authorization or other document confirming that such person is authorized to represent the Contractor.
 - the provision stipulated in the second sentence applies accordingly to a person operating on the behalf of contractors jointly applying for a public contract.
 - the provisions stipulated in the first and second sentences apply accordingly to a person operating on the behalf of an entity supplying resources consistently with the provisions determined in art. 118 of the Act or a subcontractor who is not an entity supplying resources under such provisions.
- f) **The obligation of an entity supplying resources** indicated in art. 118 of the Act (if applies).
- 14.3. The form in which documents should be submitted has been determined in point 13 of the SWZ.
- 14.4. The tender along with the required documents must be uploaded to the website of the proceedings available at the Platform under: <https://platformazakupowa.pl/pn/lit> address. Following completion of the form for submitting the tender and uploading all required attachments click on the "Go to summary" button. The date of submitting the tender shall be the date of transmitting the tender via the system (the Platform) in the second stage of submitting the tender by clicking on the "Submit Tender" button confirmed by display of the message notifying the Contractor that the tender was encrypted and submitted.
- 14.5. Contractors can use purchase platform free of charge;
- 14.6. The Contractor may submit only a single tender for the entirety of the subject of the order.
- 14.7. The contents of the tender must be consistent with the requirements stipulated in the order documents.
- 14.8. The tender may be submitted only until the lapse of the deadline for submitting tenders.
- 14.9. Until the deadline for submitting tenders lapses the Contractor may withdraw the tender.
- 14.10. The instructions for submitting tenders, making changes in or withdrawing tenders were included in the manual available at: <https://platformazakupowa.pl/strona/45-instrukcje>.
- 14.11. **The tender submitted electronically must be signed with a qualified electronic signature.** When submitting a tender via the Platform the Contractor should affix signature on all documents submitted via the Platform. We recommend affixing the signature to all attached files separately, particularly on the files indicated in art. 63 section 1 of the Act which stipulates that the tenders and declarations referenced in art. 125 section 1 of the Act are

being, under pain of invalidity, drawn up in an electronic format and affixed with a qualified electronic signature.

- 14.12. The information which constitute trade secrets in the understanding of the Act of 16th April 1993 on counteracting unfair competition (Dz.U. 202, item 1913, uniform text) shall not be disclosed provided that the Contractor indicated that such information cannot be disclosed when passing such information and demonstrated that the restricted information are trade secrets. The Contractor cannot restrict the information indicated in art. 222 section 5 of the Act.
- 14.13. If the documents transferred electronically under the proceedings contain information which constitute trade secrets in the understanding of the provisions of the Act of 16th April 1993 on counteracting unfair competition (Dz.U. 202, item 1913, uniform text) the Contractor transfers such information in a separate and appropriately marked file to maintain confidentiality of said information. The tender form available on the Platform contains a folder for attaching parts of the tender which constitute a trade secret.
- 14.14. The qualified electronic signatures utilized by the Contractors to sign all files must meet the requirements of the Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23rd July 2014 on electronic identification and trust services for electronic transactions in the internal market (eIDAS).
- 14.15. In case of the Contractor utilizing the XAdES external signature format the Ordering Party shall require from the Contractor to attach an appropriate number of files i.e. signed files containing the data and signature files in the XAdES format.
- 14.16. The maximum size of files transmitted through the dedicated forms with the purpose of: submitting, changing or withdrawing the tender is 150MB whereas the acceptable file size in case of communication is 500MB.
- 14.17. The Ordering Party recommends:
 - 1) using the following file formats: .pdf .doc .xls .jpg (.jpeg) , **files in .pdf format in particular**
 - 2) In case of need for compressing files using one of the following formats: .zip, 7Z
 - 3) Due to the low chance of breaching integrity of the files and easier verification of the signature the Ordering Party recommends, if possible, to convert the files constituting the tender to the .pdf format and affixing said files with PAdES qualified signature.
 - 4) It is recommended to affix files in formats other than .pdf with XAdES external signature. The Contractor must remember to pass the file containing the signature along with the signed documents.
 - 5) In case of a file being signed by several persons the Ordering Party recommends to use signatures of the same kind. Signing a file with signatures of several types may lead to issues with verifying files.
 - 6) The Ordering Party recommends that the Contractor test the capacity for properly utilizing the selected method for signing files in advance.
 - 7) The tender should be prepared with due diligence and with care for submitting the tender properly in advance before lapse of the deadline for submitting tenders. We suggest that the tenders be submitted several hours before the deadline for submitting tenders lapses.
 - 8) It is recommended to use SHA2 shortcut algorithm instead of SHA1 when signing files.
 - 9) If the Contractor is compressing/archiving documents, e.g. putting them in a .zip file, we recommend signing all files individually prior to compressing.
 - 10) The Ordering Party recommends using a signature with a qualified time stamp.

- 11) The Ordering Party advises against introducing any changes into the files already signed with a qualified signature. Doing so may result in breaching integrity of the files which shall be tantamount to rejection of the tender under the proceedings.
- 14.18. The Contractors shall bear all the costs related to preparing and submitting a tender, including the costs related to acquiring a qualified electronic signature.
- 14.19. The proceedings protocol is public **and made available upon request**. The attachments to the protocol are being made available upon selection of the most favorable tender or cancellation of the proceedings whereby the tenders along with attachments shall be made available immediately following bid opening, no later than within 3 days since the day of opening the tender; the confidential information shall not be made available.
- 14.20. The Contractor applying for granting a public contract is obliged to fulfill the information obligation projected in art. 13 of the GDPR with regard to the natural persons to whom said data pertain and which were directly procured from said persons by the Contractor (in particular the natural persons: directed to realize the contract, subcontractors, third parties, authorized representatives, members of governing bodies). The information obligation resulting from art. 13 of the GDPR shall not apply when and if the natural person to whom the data pertains already possesses said information (art. 13, section 4 GDPR). Furthermore, the Contractor is obliged to fulfil the information obligation resulting from art. 14 of the GDPR in regards to the natural persons whose data are being transferred to the Ordering Party and whose data were procured indirectly unless at last one of the exclusion conditions indicated in art. 14, section 5 of the GDPR applies. In order to ensure that the Contractor will fulfill the aforementioned information obligations and obligations related to legal protection of the valid interests of third parties whose data were transferred in relation to participation of the Contractor in the proceedings the Ordering Party obliges the Contractor to submit a statement concerning the Contractor completing the obligations projected in art. 13 and art. 14 of the GDPR. The appropriate statements are included in point 14 of the Tender Form which constitutes *Attachment no. 2 to the SWZ*.

15. Tender validity period

- 15.1. The Contractor remains bound by the tender for the period of 90 days, i.e. from **20-12-2023**. The Tender validity period begins with the lapse of the deadline for submitting tenders.
- 15.2. If the most favorable tender will not be selected before the lapse of the Tender validity period the Ordering Party, prior to lapse of the Tender validity period, shall turn to Contractors once for expressing a permission for extending this period by the period indicated by the Ordering Party, no longer than 60 days.
- 15.3. Extension of the Tender validity period discussed in point 15.2 of the SWZ requires from the Contractor to submit a written statement regarding granting permission for extending the Tender validity period.

16. Place and date for opening tenders

- 16.1. The tender along with attachments must be submitted via Platforma Zakupowa (the Platform) at: <https://platformazakupowa.pl/pn/lit> no later than by **22-09-2023 , 9:30AM**.
- 16.2. **The tenders shall be opened on 22-09-2023, 10:00AM via Platforma Zakupowa.**
- 16.3. In the event of a failure/a malfunction of the Platform which would result in the inability to open tenders within the deadline determined by the Ordering Party the tenders shall be opened immediately after removing the defect.

- 16.4. The Ordering Party shall publish the information related to changing the date for opening tenders on the website of the conducted proceedings.
- 16.5. The Ordering Party shall made the information regarding the sum the Ordering Party intends to devote to financing the order available on the website of the proceedings no later than prior to opening tenders.
- 16.6. Immediately following opening of tenders the Ordering Party shall made public in the "Announcements" section on the Platform the information regarding:
 - 16.6.1) company names or first names and surnames and places of business or places of residence of the Contractors whose tenders were opened;
 - 16.6.2) prices contained in the tenders.

17. Subcontracting

- 17.1. The Ordering Party **does not** oblige the Contractor to personally complete key parts of the order.
- 17.2. The Contractor may entrust completing the remaining parts of the order to a subcontractor.
- 17.3. The Ordering Party requests from the Contractor to indicate in the Tender Form the parts of the order the completion of which the Contractor intends to entrust to subcontractors and to indicate names of the subcontractors if subcontractors were already selected.

18. The formula for calculating the price

- 18.1. The price indicated in the tender should be expressed **in EURO** as a gross price including VAT tax in the amount consistent with the effective rates.
- 18.2. Indicating price ranges is forbidden.
- 18.3. The price indicated in the tender shall be constant, i.e. it will not be subject to change for the duration of the tender validity and the period of realization (completion) of the order.
- 18.4. The price indicated in the tender should be expressed in numerical form and in writing in the Tender Offer - **Attachment no. 2 to SWZ** and in numerical form in the Assortment **and Price Sheet** (which constitutes **Attachment no. 1 to SWZ**).
- 18.5. The value estimation which would indicate that the price for the object of order is zero EURO (EURO.00) is unacceptable.
- 18.6. **The price indicated in the tender should cover all the costs related to realization of the object of order and the conditions and requirements presented by the Ordering Party, in particular the costs of manufacturing, transport, assembly, installation, putting the object into operation, and verifying the device at the premises of the Ordering Party as well as delivery and replacement of the necessary parts free of charge (without additional costs for the Ordering Party) for the duration of the warranty period, the costs of travel to the premises of the Ordering Party of the representatives of the Contractor who realize assembly, installation and launching the device into operation, the costs of training employees of the Ordering Party at the premises of the Ordering Party to the extent necessary for operating the device.**
- 18.7. **The tender price in EURO** (i.e. the price resulting from the tender offer and the Assortment and Price Sheet) **submitted by the contractors from the area of Poland** should be presented as follows: **gross price** as indicated by the design of the Assortment and Price Sheet. Domestic contractors enter in the point 4a) of the tender offer the value entered into the "Tender gross price in EURO" column of the Assortment and Price Sheet as **the Tender gross price in EURO offered by the contractors form the area of Poland.**

18.8. **The tender price in EURO** (i.e. the price resulting from the tender offer and the Assortment and Price Sheet) **submitted by foreign contractors should** be presented as follows: **net price**. In the Assortment and Price Sheet foreign contractors enter the net price per unit in the "Gross price in EURO" column; simultaneously foreign contractors alter (Cross-out) word "gross" and replace it with (enter) word "net". Foreign contractors enter in point 4b) of the tender form the value entered into the "Net tender price in EURO" column (the name of the column after replacing word gross with word net) of the Assortment and Price Sheet as **the Net tender price in EURO offered by the foreign contractors**.

For the purpose of comparing tenders the Ordering Party shall add the amount of due VAT tax and due custom duty related to realization of the contract to the tender price presented by foreign entities.

In the instance of foreign entities which on the grounds of separate provisions are not obliged to pay VAT tax in the area of Poland participating in the tender proceedings the tenders prepared by such contracts include price with 0% VAT rate. Consistently with the provisions of the goods and services tax law in the instance of acquiring goods from foreign entities the tax obligation is being borne by the buyer – by the Ordering Party in the case of public tender proceedings. If the Ordering Party selects as the most favourable the tender prepared by a foreign contractor the Ordering Party bears the obligation to pay the VAT tax related to realization of the contract and due on the grounds of the effective tax provisions. Despite this tax not being a part of the tender price the tax in combination with the tender price present the factual sum of public funds spent. In the instance of delivering goods from third countries we are dealing with similar case. In such case the Ordering Party is obliged to pay custom duty on the delivered goods. Despite this custom duty not being a part of the tender price the custom duty in combination with the tender price present the factual sum of public funds spent. Therefore when comparing prices of tenders under the price criterion the Ordering Party is obliged to add the sum of due VAT tax and custom duty which are being borne by the Ordering Party when comparing tender prices presented by foreign entities.

18.9. If a tender was submitted which would result in imposing a tax obligation on the Ordering Party consistently with provisions of the Act of 11th March 2004 on goods and services tax (Dz.U. 2022, item 931 as amended) the Ordering Party adds the amount of goods and services tax which the Ordering Party would be obliged to pay to the price presented in the tender for the purpose of applying the price criterion.

18.10. In the tender indicated in point 18.9 of the SWZ the Contractor is obliged to:

- 1) inform the Ordering Party that selecting Contractor's offer will result in imposing tax obligation on the Ordering Party;
- 2) indicate the name (type) of the goods or services delivering or providing which will result in establishing a tax obligation;
- 3) indicate the value of taxable goods or services, sans the due tax amount, to the Ordering Party;
- 4) indicate the goods and services tax rate which shall, according to the Contractor's knowledge, apply.

18.11. If the tendered price or presented costs or their relevant constituent parts appear abnormally low in relation to the object of the order or arise doubts of the Ordering Party regarding the capacity of the Contractor for performing the object of the contract consistently with the requirements stipulated in the tender documents or resulting from separate provisions the Ordering Party shall request from the Contractor to submit explanations, including evidence,

regarding calculating the price or costs or their meaningful constituent parts. The explanations may, in particular, concern:

- a) manufacturing process management;
- b) selected technical solutions, exceptionally favorable delivery terms;
- c) genuine character of the deliveries offered by the contractor;
- d) consistency with the provisions concerning labour costs the value of which adopted for the purpose of calculating the price cannot be lower than the minimal wage for work or the minimal hourly rate determined on the grounds of the provisions of the Act of 10th October 2002 on minimum wage (Dz.U. 2020, item 2207 as amended) or the separate provisions appropriate for the matters related to realization of the order;
- e) consistency with law in the understanding of the provisions concerning public aid proceedings;
- f) consistency with the provisions concerning labour and social security legislation effective in the area where the order is being realized;
- g) consistency with the environment protection legislation;
- h) meeting the obligations related to entrusting completing a part of the order to a subcontractor.

18.12. If the total price of the tender submitted within the deadline is lower by at least 30% than:

18.12.1) the value of the order increased by due goods and services tax, determined prior to initiation of proceedings, or the arithmetic mean of the prices of all submitted tenders which were not excluded on the grounds of art. 226 section 1 points 1 and 10 of the Act the Ordering Party shall turn to the Contractor with a request for submitting explanations referred to in point 18.11 of the SWZ unless such discrepancy results from the obvious circumstances which do not require submitting explanations;

18.12.2) the value of the order increased by the due goods and services tax, updated in relation to the circumstances which arouse post initiation of the proceedings, in particular in relation to significant change of market prices, the Ordering Party may turn to the Contractor for submitting explanations indicated in point 18.11 of the SWZ.

18.13. The responsibility of proving that the tender does not present an abnormally low price or costs is being borne by the Contractor.

18.14. The tender shall be rejected as a tender with an abnormally low price or costs if the Contractor does not provide explanations within the stipulated deadline or if the provided explanation submitted along with the evidence will not justify the presented price and costs.

18.15. In the tender the Ordering Party shall correct:

- a) obvious typographical errors,
- b) obvious computational errors accounting for the computational consequences of the corrections made,
- c) other errors consisting of discrepancies between the tender and the contract documents which do not result in significant changes in the contents of the tender.

18.16. Sample obvious computational errors corrected by the Ordering Party:

- a) in case of multiplying prices-per-unit by the number of units of measurement:
 - if the calculated price does not correspond to the product of multiplying price-per-unit by the number of units of measurement it is being assumed that the number of units of measurement and the price-per-unit were indicated correctly,
 - if there is a discrepancy between numerical notation of the price and the price presented in writing it is being assumed that the price-per-unit and the number of units

of measurements were provided correctly and that the price which is a product of multiplying number of units of measurement by price-per-unit is the correct price,
 b) if the sum of prices for the items presented in the Assortment and Price Sheet is inconsistent with the price presented in the tender form the Ordering Party shall assume the price indicated in the Assortment and Price Sheet is the correct price,
 18.17. In the case indicated in point 18.15.c) of the SWZ the Ordering Party presents the Contractor with an appropriate deadline for expressing a permission for correcting errors in the tender or questioning the corrections. Not replying within the stipulated deadline shall be recognized as a permission to correct errors.

19. Information regarding foreign currencies which may be used for clearing the order between the Ordering Party and the Contractor

The transactions between the Ordering Party and the Contractor shall be cleared in EURO. However, the payments for due receivables shall be made:

- in case of domestic contractors the invoices shall be issued in Euro rounded to two decimal points whereas the payment shall be made in PLN on the basis of the average exchange rate presented in the National Bank of Poland Chart A on the day preceding issuing the invoice,
- in case of a foreign Contractor the invoices shall be drawn up in Euro rounded up to two decimal points and the payments shall be made in Euro.

20. Description of the criteria which the Ordering Party will apply when selecting the tender along with weight of the criteria and the manner of assessment of a tender

Tenders shall be assessed according to the following criteria and their weight expressed in percentage:

- I. **Gross price of the tender (P) 60%**
- II. **Extending the warranty period (W) 40%**

Name of the criterion	Weight of the criterion
Gross price of the tender (P)	60 %

CRITERION I:

⇒ The gross values entered into the *Tender Form* which constitutes Attachment no. 1 to the SWZ shall be used to assess the tender under the **Gross price of the tender** criterion.

⇒ The point score shall be calculated according to a mathematical formula and the number of points shall be multiplied by the weight of the criterion consistently with the proportionality module:

$$\frac{C_{\text{MINIMUM}} \text{ (i.e. the tender with the lowest price)}}{\text{-----}} \times 60$$

C_i (i.e. the price of the assessed tender)

⇒ IN THE Gross price of the tender CRITERION THE CONTRACTOR MAY SCORE THE MAXIMUM AMOUNT OF 60.00 points

CRITERION II

Name of the criterion	Weight of the criterion
Extending the warranty period (W)	40 %

⇒ The Ordering Party determines **the minimum required warranty period of 12 months** from the date of completion of the order signified by drawing up an acceptance protocol to which the Ordering Party submits no remarks. Submitting a tender with a warranty period shorter than indicated hereinabove or not presenting the offered warranty period will result in rejecting the offer on the grounds of art. 226 section 1 point 5 of the PPL Act,

⇒ **The Contractor presents the offered warranty period in the contents of the submitted tender in the Tender Form (Attachment no. 1 to the SWZ)**

⇒ The Ordering Party shall assess tenders under the "Extending the warranty period" criterion by awarding the points for the criterion as follows:

A tender with the minimal required warranty period of 12 months shall receive 0.00 points

A tender with the warranty period extended by 12 months (for the total warranty period of 24 months) shall receive 40.00 points

The maximum number of points a tender can score under the "extending the warranty period" criterion is 40 points.

The tender which will score the highest number of points under both assessment criteria shall be deemed as the most favorable.

If selecting the most favorable tender will prove to be impossible due to two or more tenders presenting the same balance of price and quality the Ordering Party shall select the offer which scored the highest under the criterion with the greatest weight, i.e. the price criterion. If selecting a tender in the manner described hereinabove will be impossible the Ordering Party shall summon the Contractors who submitted said offers to present additional tenders with a new price within the deadline stipulated by the Ordering Party.

21. Information on the formalities which should be complied with for the purpose of entering into a public contract following selection of the tender

21.1. The Ordering Party shall conclude a contract with the Contractor who proposed the most favorable balance under the criteria described in these proceedings.

21.3. The Ordering Party shall select the most favorable tender within the Tender validity period stipulated in the order documents.

21.4. If the Tender validity period lapsed prior to selecting the most favorable tender the Ordering Party shall summon the Contractor whose tender received the highest amount of points to express a written permission for selecting Contractor's tender within the deadline set by the Ordering Party.

21.5. If the permission indicated in point 21.4 of the SWZ will not be granted the Ordering Party turns for expressing such permission to the Contractor whose tender received the second-highest number of points provided that no rationales for invalidating the tender proceedings arose.

21.6. Immediately following selecting the most favorable tender the Ordering Party simultaneously informs the Contractors who submitted a tender about:

21.6.1) selecting the most favorable tender by indicating company name or first name and surname, place of business or place of residence, provided that the place of residence

is also a place of business, of the selected Contractor as well as company names or names and surnames, places or business or places of residence, provided that the place of residence is also a place of business, of the Contractors who submitted a tender along with the scores awarded to tenders under each criterion and the total number of points scored.

- 21.6.2) Contractors whose tenders were rejected - providing factual and legal justification.
- 21.7. The Ordering Party shall immediately make the information indicated in point 21.6.1) of the SWZ available on the website of the proceedings.
- 21.8. The Ordering Party may not disclose the information indicated in point 21.6. of the SWZ if doing so would be against major public interest.
- 21.9. The Ordering Party shall enter into a public procurement contract within no more than 10 days counting from the date of sending the notification regarding selecting the most favorable tender provided that this notification was sent via electronic communication means or within 15 days if the notification was sent using different means.
- 21.10. The Ordering Party shall enter into a contract before lapse of the deadlines stipulated in point 21.9 of the SWZ if only one tender was submitted.
- 21.11. The draft of the contract constitutes Attachment no. 5 to the SWZ.

22. Requirements concerning securing diligent performance of the contract.

The Ordering Party does not require submitting a collateral securing diligent performance of the contract prior to concluding the contract.

22. Remarks on the legal protection measures to which the Contractor is entitled under the proceedings for granting a public contract.

- 22.1. The legal protection measures are listed in section IX of the Act.
- 22.2. The contractors are entitled to an appeal under the following circumstances:
- 23.2.a) an unlawful action taken by the Ordering Party under the proceedings for granting a public contract, entering into a framework agreement, establishing a dynamic purchase system, within the system for qualifying Contractors or during a competition, including the competition concerning the projected provisions of the agreement;
- 23.2.b) desisting from taking an action to which the Ordering Party was obliged under the proceedings for granting a contract, entering into a framework agreement, establishing a dynamic purchase system, within the system for qualifying contractors or in a competition.
- 23.2.c) the Ordering Party desisting from conducting proceedings for granting a contract or organizing a competition on the grounds of the act despite the Ordering Party being obliged to do so.
- 22.3. The appeal should be lodged:
- a) Within 10 days from the date of receiving the information regarding the action taken by the Ordering Party which constitutes grounds for lodging the appeal, provided that the information was conveyed by electronic means of communication.
- b) within 15 days from the date of receiving the information regarding the action taken by the Ordering Party which constitutes grounds for lodging the appeal, provided that the information was conveyed by means other than indicated in point a).
- 23.4. The appeal against the contents of the announcement initiating the proceedings for granting a public contract or against the contents of the documents is lodged within 10 days from the

- date of publication of the announcement in the Official Journal of the European Union or the date of publishing the contract documents on a website.
- 23.5. The appeal against the actions other than the actions defined in points 23.2 and 23.4 of the SWZ is lodged within 10 days from the date of becoming aware, or the date when one could become aware if acting with due diligence, of the circumstances which constitute grounds for lodging an appeal.
- 23.6. The appeal is being lodged with the Chairman of the National Appeals Chamber.
- 23.7. The missives in the appeal proceedings are being submitted in writing or in an electronic form; the appeal submitted in an electronic form and initiation of the appeal proceedings require affixing a trusted electronic signature onto documents.
- 23.8. Missives in writing are being submitted through a postal operator, in the understanding of the act of 23rd November 2012 - Postal Law, in person or through a courier whereas the missives in electronic form are being submitted via electronic means of communication.
- 23.9. The appealing party relays to the Ordering Party the appeal lodged in an electronic form or a copy of this appeal, if the appeal was lodged in writing, before the lapse of the deadline for lodging an appeal in a manner which ensures that the Ordering Party can familiarize itself with the contents of the appeal before the deadline for lodging an appeal lapses.
- 23.10. If the appeal or its copy was conveyed to the Ordering Party by electronic means of communication before lapse of the deadline for lodging an appeal it is being assumed that the Ordering Party was able to familiarize itself with the contents of the appeal.
- 23.11. The appeal contains:
- 1) name and surname or company name, place of residence or place of business, phone number and electronic mail address of the appealing party as well as name and surname of the representative (representatives);
 - 2) Name and place of business of the Ordering Party, phone number and electronic mail address of the Ordering Party;
 - 3) PESEL number or NIP number of the appealing party which is a natural person, if the appealing party is obliged to possess such numbers or possesses such number without the obligation to do so
 - 4) the National Court Register number or, in case of lacking such number, the number in other appropriate register or filing system or the NIP number of the appealing party which is not a natural person and does not bear the obligation to be registered in such register or filing system if such appealing party is obliged to possess the NIP number;
 - 5) designation of the object of the order;
 - 6) indication of the number of the announcement if the announcement was published in the Public Procurement Bulletin or the Official Journal of the European Union;
 - 7) indication of the action the Ordering Party took or desisted from taking the consistency of which with the provisions of the act is being questioned or indication that the Ordering Party desisted from conducting the proceedings for granting a public contract or organizing a competition on the grounds of the Act;
 - 8) concise presentation of the allegations;
 - 9) the request regarding the manner in which the appeal is to be resolved;
 - 10) indication of the factual and legal circumstances justifying lodging the appeal as well as the evidence supporting the invoked circumstances;
 - 11) the signature of the appealing party or its representative or representatives;
 - 12) the list of attachments.

23.12. The following documents should be attached to the appeal:

- a) the proof of paying the court fee in the amount required for lodging the appeal;
- b) the proof of passing the appeal or its copy, respectively, to the Ordering Party;
- c) the document confirming the authorization to represent the appealing party.

23.13. Upon ruling of the National Appeals Chamber and the decision of the Chairman of the National Appeals Chamber referenced in art. 519 section 1 of the Act the parties to and participants in the appeal proceedings are entitled to lodge a complaint with a court which is lodged with the District Court in Warsaw - public procurements court - through the Chairman of the National Appeals Chamber within 14 days counting from the date of delivery of the ruling of the Chamber or the decision of the Chairman of the Chamber referenced in art. 519 section 1 of the Act; simultaneously, a copy of the complaint is to be sent to the opposing party. Submitting a complaint in an institution of a postal operator indicated in the understanding of the act of 23rd November 2012 - Postal Law is tantamount to submitting a complaint.

24. GDPR INFORMATION CLAUSE

24.1. Consistently with art. 13 sections 1 and 2 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 L119 of 4th May 2016, p. 1 (hereinafter GDPR) we hereby inform that:

- 1) The Personal Data Controller of your personal data is Łukasiewicz Research Network – Lodz Institute of Technology located at Marii Skłodowskiej-Curie 19/27, 90-570 Łódź address;
- 2) The data controller appointed the Data Protection Supervisor who can be contacted via electronic mail at: iod@lit.lukasiewicz.gov.pl;
- 3) Your personal data shall be processed in relation to the investigative public tender proceedings conducted in the open tender mode under the name **Delivery of a specialized ink-jet printing and spraying system within the framework of the project titled: „Purchase of research infrastructure for obtaining advanced textronic solutions”** proceedings no. **FO-Z/ŁIT/29/2023**. Your personal data shall be processed because it is necessary for completing the information obligation borne by the data controller (art. 6 section 1 point c of the GDPR in relation to provisions of the act of 11th September 2019 Public Procurement Law, hereinafter the PPL Act).
- 4) The recipients of your personal data shall be persons or entities to whom the proceedings documents shall be made available under provisions of art. 18 and 74 of the PPL Act;
- 5) Your personal data shall be stored for the period of, respectively:
 - 4 years counting from the date of conclusion of proceedings for granting the contract pursuant to art. 78 sections 1 and 4 of the PPL Act,
 - if the duration of the contract exceeds 4 years the period of storage of your data shall cover the entire duration of the contract;
 - in case of the orders co-financed from the EU funds the data shall be stored for the period indicated in art 125 section 4 point d) in relation to art. 140 REGULATION (EU) 1303/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL and the resulting agreements concerning subsidizing the projects financed from the EU funds;

- the storage period also results from the Act of 14th July 1983 on national archive collections and archives.
 - 6) The obligation of providing the personal data directly pertaining to you is a statutory obligation defined in the provisions of the PPL Act and related to participation in the proceedings for granting a public contract. The consequences of not presenting the indicated data are defined in the PPL Act;
 - 7) Consistently with art. 22 of the GDPR the decisions with regard to your personal details shall not be made in an automated manner.
 - 8) You are entitled to:
 - a) on the grounds of art. 15 of the GDPR - the right to access your personal data; this right may be restricted on the grounds of art. 75 of the PPL Act whereby the Ordering Party may request additional information from the person submitting the request for access to the data with the goal of specifying the case or the date of conclusion of procurement proceedings.
 - b) on the grounds of art. 16 of the GDPR the right to correct or complete your personal data; this right may be restricted on the grounds of art. 19 section 2 and art. 76 of the PPL Act whereby exercising the right to correct or complete the data cannot result in the change of the results of public procurement proceedings or change in provisions of the contract to the extent inconsistent with the PPL Act and may not breach the integrity of the protocol and its attachments;
 - c) on the grounds of art. 18 section 1 of the GDPR the right to request from the data controller to restrict processing of your personal details with the exception of the cases indicated in art. 18 section 1; this right can be limited on the grounds of art 189 section 3 and art. 74 section 3 of the PPL Act whereby the right to restrict processing of personal data does not apply in regard to storing the data, for the purpose of ensuring the use of legal protection means or for the purpose of protecting rights of another natural person or legal person or in regard to major considerations of the public interest of the European Union or a member state; furthermore, the right does not restrict processing of personal data until conclusion of proceedings for granting a public contract;
 - d) the right to lodge a complaint with the Chairman of the Data Protection Authority if you deem that processing of your personal data breaches provisions of the GDPR;
 - 9) you are not entitled:
 - a) in relation to art. 17 section 3, points b, d and e of the GDPR to the right to delete personal data;
 - b) to the right to transfer the personal data indicated in art. 20 of the GDPR;
 - c) on the grounds of art. 21 of the GDPR to the right to object to processing of personal data because your personal data are being processed on the grounds of art. 6 section 1, point c of the GDPR;
- 24.2. Simultaneously, the Ordering Party reminds about the information obligation you bear pursuant to art. 14 of the GDPR in regard to natural persons whose personal data shall be passed to the Ordering Party in relation to the conducted proceedings and which data were indirectly acquired by the Ordering Party from the contractor participating in the proceedings unless at least one of the exclusions referenced in art. 14 section 5 of the GDPR shall apply.
- 24.3. The information regarding the intent to pass personal data of the recipient to a third country or an international organization and the European Commission ascertaining whether the data

are or are not properly protected and the data transfer defined in art. 46, art. 47 or art. 49 section 1, second paragraph of the GDPR:

The Personal Data Controller uses Microsoft Office 365 software which may result in your personal data being transferred to a third country. The rules and regulations for using MS Office 365 online services and the obligations in regard to processing and protection of user's data and personal data by online services are defined in Microsoft documents, in particular:

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

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

Within the framework of Microsoft Office services the data inputted into Microsoft Office 365 shall be processed and stored in a specific geographical location. Consistently with the functionality of the Microsoft Office Services it has been indicated in the Administrative Panel of the "Organization Profile" that the data shall be processed in the area of the European Union.

Microsoft obliges to adhere to the legal provisions concerning providing Online Services which pertain to the IT services providers in general.

Microsoft performs yearly audits of Online Services covering the audit of security measures applied to computers, IT environment and physical Data Centers, the third-party companies authorized and supervised by Microsoft as well as the audit of legal provisions; the specifics of the audit can be found at: <https://www.microsoft.com/pl-pl/trust-center/privacy?docid=27..>

25. FINAL PROVISIONS

For matters not covered under this specifications provisions of the act of 11th September 2019 Public Procurement Law (Dz.U. 2023, item 1605 as amended) apply.

The order shall be realized consistently with the law effective in the area of the Republic of Poland, on the grounds of the aforementioned act and the Civil Code.

TENDER FORM**1. Name and address of the Contractor submitting a tender**

Company name	
Address of the Contractor	
Correspondence address	
Voivodeship where Contractor's place of business is located	
NIP	
REGON	
Phone number	
E-mail address	
Contact person	
Category of undertaking	<input type="checkbox"/> micro-enterprise: employing less than 10 persons and with annual turnover or total balance not exceeding EUR2M <input type="checkbox"/> small enterprise: employing less than 50 persons and with annual turnover or total annual balance not exceeding EUR10M <input type="checkbox"/> medium enterprise: employing less than 250 persons and with annual turnover of EUR50M or total annual balance not exceeding EUR43M <input type="checkbox"/> large enterprise: employing 250 or more persons and with total annual turnover exceeding EUR50M or total annual balance exceeding EUR43M <i>(Attention! Mark appropriate check-box with an "X")</i>
Declaration of the Contractor regarding VAT tax	<input type="checkbox"/> The Contractor declares the it IS registered in Poland as an active VAT taxpayer <input type="checkbox"/> The Contractor declares the it IS NOT registered in Poland as an active VAT taxpayer <i>(Attention! Mark appropriate check-box with an "X")</i>

2. The Ordering Party: Łukasiewicz Research Network – Lodz Institute of Technology, 90-570 Łódź, ul. Marii Skłodowskiej-Curie 19/27

3. The subject-matter of the contract: The subject-matter of the contract **consists in delivery of a specialized ink-jet printing-spraying system** within the framework of the project titled „Purchase of research infrastructure for obtaining advanced textronic solutions”, contract no. 7342/IA/SN/2022.

4. **Tender price in EURO** (enter the price resulting from the Attachment no. 1 to the SWZ - Assortment-Price Sheet) **[tender assessment criterion]**

a)

Gross tender price in EURO price tendered by the Contractors from the area of Poland*	EURO
in writing:	

* the chart is to be filled only by the contractors from the area of Poland (not to be filled by foreign contractors)

b)

Net tender price in EURO price tendered by foreign contractors**	EURO
in writing:	

**the chart is to be filled only by foreign contractors (not to be filled by contractors from the area of Poland)

5. **Warranty period [tender assessment criterion]:**

WARRANTY PERIOD FOR THE TENDERED HARDWARE:*
<input type="checkbox"/> the basic warranty period, i.e. 12 months
<input type="checkbox"/> warranty period extended by 12 months more than the minimal required period of 12 months (24 months in total)

***THE CONTRACTOR MARKS THE BOX CONSISTENTLY WITH THE TENDERED DURATION OF THE WARRANTY PERIOD**

The Ordering Party determines the minimal warranty period - 12 months from the date of realization of the order. Tenders with a warranty period shorter than 12 months or not indicating tendered warranty period shall be rejected on the grounds of art. 226 section 1 point 5 of the Act.

6. **Deadline for completion of the order:**

The order shall be completed by **30.11.2023**

7. **The deadline for payment of the invoice is 30 days** counting from the date of delivery of the correctly issued invoice which shall include bank account number of the Contractor to the Ordering Party.

8. I hereby declare that:

1. Having familiarized myself with the provisions and conditions of the contract presented in the SWZ and Attachments to the SWZ I fully accept said provisions and conditions and raise no objections in regard to these provisions and conditions,
2. I accept the conditions specified in the projected draft of the contract which constitutes Attachment no. 5 to the SWZ and do not raise objections in regard to its contents,
3. I accept the presented conditions and terms for warranty and service,
4. The subject-matter of the contract meets the standards which enable selling the subject-matter of the contract in the area of the EU,

4. I made all declarations required under these tender proceedings with full awareness of the criminal liability for submitting a false declaration with the goal of obtaining financial gain,

5. The personal data conveyed in the tender and the attachments hereto are processed and made available to the Ordering Party consistently with art. 28 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 UE L11*, 4th May 2016).

9. **I intend to*** / **Do not intend to*** entrust completion of the following parts of the order to the following subcontractors (indicate subcontractor companies if said companies are known)

*cross-out or delete as appropriate

10. We remain bound by the tender for the period indicated in the SWZ.

11. Selecting the tender I present will result in the Ordering Party bearing a tax obligation consistently with the act of 11th March 2004 on goods and services tax (Dz.U. 2022, item 931 as amended) in regard to
(indicate name (type) of goods or services delivering or providing which shall result in establishing a tax obligation) with the value of
(indicate the value of goods or services covered under the tax obligation borne by the Ordering Party, without the due amount of the tax) whereby the goods and services tax rate which shall apply consistently with knowledge of the Contractor is(indicate tax rate)

ATTENTION! The Contractor shall complete point 11 only in the instance of establishing a tax obligation borne by the Ordering Party. The Ordering Party bears a tax obligation in case of e.g. importing services, importing goods, intra-Community acquisition of goods and in other cases resulting from the provisions of the effective and binding law.

12. I have familiarized myself with the following information clause:

Consistently with art. 13 sections 1 and 2 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 L119 of 4th May 2016, p. 1; hereinafter GDPR) we hereby inform that:

- 1) The Personal Data Controller of your personal details is Łukasiewicz Research Network – Lodz Institute of Technology located at Marii Skłodowskiej-Curie 19/27, 90-570 Łódź address;
- 2) The data controller appointed the Data Protection Supervisor who can be contacted via electronic mail at: iod@lit.lukasiewicz.gov.pl;
- 3) Your personal data shall be processed in relation to investigative public tender proceedings conducted in the open tender mode under the name **Delivery of a specialized ink-jet printing and spraying system within the framework of the project titled: „Purchase of research infrastructure for obtaining advanced textronic solutions”** proceedings no. **FO-Z/ŁIT/29/2023**. Your personal data shall be processed because it is necessary for completing the information obligation borne by the data controller (art. 6 section 1 point c of the GDPR in relation to provisions of the act of 11th September 2019 Public Procurement Law, hereinafter the PPL Act).

- 4) The recipients of your personal data shall be persons or entities to whom the proceedings documents shall be made available under provisions of art. 18 and 74 of the PPL Act;
- 5) Your personal details shall be stored for the period of, respectively:
 - 4 years counting from the date of conclusion of proceedings for granting the contract pursuant to art. 78 sections 1 and 4 of the PPL Act,
 - if the duration of the contract exceeds 4 years the period of storage of your data covers the entire duration of the contract;
 - in case of the orders co-financed from the European Union funds in the period indicated in art. 125 section 4 point d) in relation to the REGULATION (EU) 1303/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL and resulting from the agreements concerning subsidizing projects financed from the European Union funds;
 - the storage period also results from the Act of 14th July 1983 on national archive collections and archives.
- 6) The obligation of providing the personal data directly pertaining to you is a statutory obligation defined in the provisions of the PPL Act related to participation in the proceedings for granting a public contract. The consequences of not presenting the indicated data are defined in the PPL Act;
- 7) Consistently with art. 22 of the GDPR the decisions with regard to your personal details shall not be made in an automated manner.
- 8) You are entitled to:
 - a) on the grounds of art. 15 of the GDPR - the right to access your personal data; this right may be restricted on the grounds of art. 75 of the PPL Act whereby the Ordering Party may request additional information from the person submitting the request for access to the data with the goal of specifying the case or the date of conclusion of proceedings for granting a public contract.
 - b) on the grounds of art. 16 of the GDPR the right to correct or complete your personal data; this right may be restricted on the grounds of art. 19 section 2 and art. 76 of the PPL Act whereby exercising the right to correct or complete the data cannot result in the change of the results of public procurement proceedings or change in provisions of the contract to the extent inconsistent with the PPL Act and may not breach the integrity of the protocol and its attachments;
 - c) on the grounds of art. 18 section 1 of the GDPR the right to request from the data controller to restrict processing of your personal details with the exception of the cases indicated in art. 18 section 1; this right can be limited on the grounds of art. 189 section 3 and art. 74 section 3 of the PPL Act whereby the right to restrict processing of personal data does not apply in regard to storing the data, for the purpose of ensuring the use of legal protection means or for the purpose of protecting rights of another natural person or legal person or in regard to major considerations of the public interest of the European Union or a member state; furthermore, the right does not restrict processing of personal data until conclusion of proceedings for granting a public contract;
 - d) the right to lodge a complaint with the Chairman of the Data Protection Authority if you deem that processing of your personal data breaches provisions of the GDPR;
- 9) you are not entitled to:

- a) in relation to art. 17 section 3, points b, d and e of the GDPR the right to delete personal data;
- b) the right to transfer the personal data indicated in art. 20 of the GDPR;
- c) on the grounds of art. 21 of the GDPR the right to object to processing of personal data because your personal data are being processed on the grounds of art. 6 section 1, point c of the GDPR;

10) The information regarding the intent to pass personal data of the recipient to a third country or an international organization and the European Commission ascertaining whether the data are or are not properly protected and the data transfer defined in art. 46, art. 47 or art. 49 section 1, second paragraph of the GDPR:

The Personal Data Controller uses Microsoft Office 365 software which may result in your personal data being transferred to a third country. The rules and regulations for using MS Office 365 online services and the obligations in regard to processing and protection of user's data and personal data by online services are defined in Microsoft documents, in particular:

- a) privacy statement <https://privacy.microsoft.com/pl-pl/privacystatement>;
- b) Microsoft Services Agreement (MSA) - <https://www.microsoft.com/pl-pl/servicesagreement>

Within the framework of Microsoft Office services the data inputted into Microsoft Office 365 shall be processed and stored in a specific geographical location. Consistently with the functionality of the Microsoft Office Services it has been indicated in the Administrative Panel of the "Organization Profile" that the data shall be processed in the area of the European Union.

Microsoft obliges to adhere to the legal provisions concerning providing Online Services which pertain to the IT services providers in general.

Microsoft performs yearly audits of Online Services covering the audit of security measures applied to computers, IT environment and physical Data Centers, the third-party companies authorized and supervised by Microsoft as well as the audit of legal provisions; the specifics of the audit can be found at: <https://www.microsoft.com/pl-pl/trust-center/privacy?docid=27..>

- 13. I hereby declare that I have completed the information obligations projected in art. 13 or art. 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 L119, 4th May 2016, p.1), hereinafter GDPR, in regard to natural persons from whom we directly or indirectly collected the data with the goal of applying for granting a public contract under these proceedings¹.
- 14. I accept the terms and conditions of using Platforma Zakupowa stipulated in the regulations of platformazakupowa.pl for users (contractors) posted at the website under <https://platformazakupowa.pl/strona/1-regulamin> in the "Regulations" tab and accept these regulations as binding.
- 15. I have familiarized myself with and adhere to the „Instructions for Contractors" instructions for submitting tenders/applications available at <https://drive.google.com/file/d/1Kd1DttbBeiNWt4q4sIS4t76lZVKPbkyD/view> in the "Instructions" tab.

The file should be signed with

¹If the Contractor does not pass any personal data other than the data directly pertaining to the Contractor or is excluded from the information obligation the Contractor does not submit the declaration (the contents of declaration are deleted, e.g. by crossing out) consistently with provisions of art. 13 section 4 or art. 14 section 5 of the GDPR.

Qualified electronic signature
of the person authorized to act
on the behalf of the Contractor

ATTENTION: this declaration is not to be submitted along with the tender. This declaration is submitted only upon the request of the Ordering Party by the Contractor whose tender will be judged as the most favorable

Attachment no. 3a to the SWZ

Declaration of the Contractor*

**regarding timeliness of the information contained in the declaration,
indicated in art. 125 section 1 of the Public Procurement Law
(Dz.U. 2023, item 1605 as amended, uniform text) hereinafter: the Act**

Entering into the open tender proceedings for awarding a public contract for:

Delivery of a specialized ink-jet printing and spraying system within the framework of the project titled: „Purchase of research infrastructure for obtaining advanced textronic solutions”

and representing the Contractor

.....
full name and address of the Contractor

I hereby declare that the information contained within the declaration indicated in art. 125 section 1 of the Act (ESPD) regarding the grounds for exclusion from the proceedings described in:

- a) art. 108 section 1 point 3 of the Act
- b) art. 108 section 1 point 4 of the Act concerning the ruling on exclusion from public procurement proceedings applied as a preventative measure,
- c) art. 108 section 1 point 5 of the Act concerning making an arrangement with other Contractors with the goal of disturbing competition,
- d) art. 108 section 1 point y6 of the Act,

- are complete and up to date at the time of making this declaration.

Qualified electronic signature
of the person authorized to act
on the behalf of the Contractor

* in case of Contractors jointly applying for receiving a public contract (e.g. as a consortium or a public company) the above document shall be submitted by each of the consortium partners separately on the behalf of their companies and in the case of a civil company by each partners of the civil company separately.

DECLARATION

submitted on the grounds of art. 125 section 1 of the Act of 11th September 2019 - Public Procurement Law (Dz.U. 2023, item 1605 as amended, uniform text)

CONCERNING THE PREMISES FOR EXCLUSION FROM THE PROCUREMENT PROCEEDINGS

For the benefit of the public procurement proceedings under the name of:

Delivery of a specialized ink-jet printing and spraying system within the framework of the project titled: „Purchase of research infrastructure for obtaining advanced textronic solutions”

conducted by Łukasiewicz Research Network – Lodz Institute of Technology, 90-570 Łódź, ul. Marii Skłodowskiej – Curie 9/27, I hereby declare as follows:

- **I declare that** in the process of realizing the aforementioned public contract I will be assisted by the following subcontractors and suppliers who account for more **than 10% of the value of the order***

	Name and address of a subcontractor or supplier or third party
Contractor/supplier/third party **	
Contractor/supplier/third party **	
Contractor/supplier/third party **	
.....	

*In case of the Contractor not using assistance of subcontractors or suppliers who account for more than 10% of the value of the order the declaration should be crossed-out or "not applicable" should be entered)

**cross-out or delete as appropriate

- **I hereby declare that** I am not a subject to exclusion on the grounds of art. 5k of Council Regulation (EU) No. 833/2014 from July 31, 2014 concerning restrictive measures in connection with Russia's actions destabilizing the situation in Ukraine (Official Journal EU No. L 22931st July 2014, p. 1), hereinafter: Regulation 833/2014, as amended by Council Regulation (EU) 2022/576 amending Regulation (EU) No. 833/2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine (Official Journal EU L 111 8th April 2022, p. 1), hereinafter: regulation no. 2022/576, which prohibits participation of Russian contractors in public contracts and concessions awarded in all member countries of the European Union.***

DECLARATION CONCERNING THE SUBMITTED INFORMATION

I hereby declare that all the information provided in the above declaration are up to date and true and that there were presented with full awareness of the consequences of misleading the Ordering Party when presenting information.

Qualified electronic signature of the person authorized
to act on the behalf of the Contractor

*** Pursuant to the provisions of art. 5k of the Regulation 833/2014 in the wording imparted by the regulation 2022/576 the Ordering Party shall exclude from the proceedings the Contractors who:

1. are Russian citizens, natural or legal persons, entities or agencies based in Russia;
2. Are legal persons, entities or bodies whose ownership rights are directly or indirectly owned in more than 50% by Russian citizens or natural or legal persons, entities or agencies based in Russia;
3. Are natural or legal persons, entities or agencies acting on behalf of or at the direction of:
 - a. Russian citizens or natural or legal persons, entities or agencies based in Russia or,
 - b. Legal persons, entities or agencies whose ownership rights are directly or indirectly owned in more than 50% by Russian citizens or natural or legal persons, entities or bodies based in Russia.

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4. Whose subcontractors, suppliers or the entities on which the Contractor or concessionaire depends, provided that the said subcontractors/suppliers/entities account for more than 10% of value of the order or concession, belong to any of the categories indicated in points 1-3.

DECLARATION

CONCERNING THE PREMISES FOR EXCLUSION FROM THE PROCUREMENT PROCEEDINGS

For the benefit of the public procurement proceedings under the name of:

Delivery of a specialized ink-jet printing and spraying system within the framework of the project titled: „Purchase of research infrastructure for obtaining advanced textronic solutions”

conducted by Łukasiewicz Research Network – Lodz Institute of Technology, 90-570 Łódź, ul. Marii Skłodowskiej – Curie 19/27, I hereby declare as follows:

I declare that I am not subject to exclusion from the procurement proceedings on the grounds of the provision of art. 7 section 1 of the Act of 13th April 2023 on special solutions for counteracting the support of aggression against Ukraine and for the protection of national security (Dz.U. 2022, item 835 as amended, hereinafter: Act on special solutions *

DECLARATION CONCERNING THE SUBMITTED INFORMATION

I hereby declare that all the information provided in the above declaration are up to date and true and that there were presented with full awareness of the consequences of misleading the Ordering Party when presenting information.

Qualified electronic signature
of the person authorized to act
on the behalf of the Contractor

* On the grounds of provisions of art. 7 of the Act on special solutions the Ordering Party shall exclude from the proceedings:

1. The Contractor entered into the lists specified in Council Regulation (EC) No. 765/2006 of 18th May 2006 concerning restrictive measures in connection with the situation in Belarus and Belarus's participation in Russia's aggression against Ukraine (OJ L134 20.05.2006, page 1, as amended 3) hereinafter referred to as "Regulation 765/2006" and in Council Regulation (EU) No. 269/2014 of March 17, 2014 on concerning restrictive measures in respect of actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine (OJ L 78 17.03.2014, p. 6, as amended) hereinafter referred to as "Regulation 269/2014" or entered into the list on the grounds of the decision on the entry into the list determining the application of the measure referred to in Art. 1 item 3 of the Act on Special Solutions;
2. The contractor whose beneficial owner in the understanding of the Act of 1st March 2018 on counteracting money laundering and financing of terrorism (Dz.U. 2022, items 593 and 655) is a person entered into the lists specified in Regulation 765/2006 and Regulation 269/2014 or entered into the list or being such a beneficial owner from 24th of February 2022 onwards, if it was entered into the list on the basis of a decision on the entry into the list determining the application of the measure referred to in Art. 1 item 3 of the Act on Special Solutions;
3. The contractor whose parent company in the understanding of the Act of 1st March 2018 on counteracting money laundering and financing of terrorism (Dz.U. 2022, items 593 and 655) is a person entered into the lists specified in Regulation 765/2006 and Regulation 269/2014 or entered into the list or being such a beneficial owner from 24th of February 2022 onwards, if it was entered into the list on the basis of a decision on the entry into the list determining the application of the measure referred to in Art. 1 item 3 of the Act on Special Solutions;

ATTENTION: This declaration is not to be submitted along with the tender. This declaration is submitted only upon the request of the Ordering Party by the Contractor whose tender will be judged as the most favorable

Attachment no. 3d to the SWZ

**Declaration of the Contractor
regarding timeliness of the information contained within the declaration which
constitutes Attachment no. 3b to the SWZ**

Entering into the open tender proceedings for awarding a public contract for:

Delivery of a specialized ink-jet printing and spraying system within the framework of the project titled: „Purchase of research infrastructure for obtaining advanced textronic solutions”

and representing the Contractor

.....
full name and address of the Contractor

I hereby declare that the information contained in the declaration constituting Attachment no. 3a to the SWZ in regard to the grounds for exclusion from the proceedings defined in art. 5k of the Council Regulation (EU) no. 833/2014 of 31st of July 2014 concerning restrictive measures in connection with Russia's actions destabilizing the situation in Ukraine (OJ L229 31.07.2014, page 1) as amended by the Council Regulation (EU) 2022/576 regarding amending Regulation (EU) 833/2014 concerning restrictive measures in connection with Russia's actions destabilizing the situation in Ukraine (OJ L111 08.04.2022, page 1) which prohibits Russian contractors from participating in procurement proceedings and concessions granted in all member states of the European Union is up to date at the time of submitting this declaration.

Qualified electronic signature
of the person authorized to act
on the behalf of the Contractor

ATTENTION: This declaration is not to be submitted along with the tender. This declaration shall be submitted only upon the request of the ordering party by the Contractor whose tender received the highest score.

Attachment no. 4 to the SWZ

**Declaration of the Contractor*
regarding membership or lack thereof in a corporate group
indicated in art. 108 section 1 point 5 of the
Public Procurement Law**

Entering into open tender public procurement proceedings for:

Delivery of a specialized ink-jet printing and spraying system within the framework of the project titled: „Purchase of research infrastructure for obtaining advanced textronic solutions”

and representing the Contractor

.....
full company name and address of the Contractor

being properly authorized to represent the Contractor I hereby declare that:

- The contractor is **not a member of a corporate group** in the understanding of the Act of 16th February 2017 on competition and consumer protection (Dz.U. 2021, item 275, uniform text) **formed with other Contractors who submitted separate tenders in the procurement proceedings.**
- The contractor is **a member of a corporate group** in the understanding of the Act of 16th February 2017 on competition and consumer protection (Dz.U. 2021, item 275, uniform text) **formed with other Contractors who submitted separate tenders in the procurement proceedings.**
 1.
 2.

Simultaneously I present and attach the following documents and information confirming that the tender submitted under the proceedings was prepared independently of other Contractors belonging to the same corporate group:

.....
.....,

Simultaneously I declare that I am fully aware of the criminal liability for submitting a false declaration. Being aware of criminal liability I confirm the genuineness of the above declarations with a signature.

Qualified electronic signature
of the person authorized to act
on the behalf of the Contractor

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* in case of Contractors jointly applying for a public contract (e.g. a consortium, a civil company) the above document must be submitted separately by each of the consortium partners on behalf of their company and in the case of a civil company by each of company partners separately

** **delete as appropriate**

LIST OF COMPLETED ORDERS

List of orders completed diligently in past 3 years or, if the period of business activity is shorter, the orders completed in that period:

A minimum of one delivery of an ink-jet printing system worth at least EUR90,000

along with value of the completed orders, subject-matter of completed orders, dates of completion and list of the entities for whom the orders were completed **as well as the attached evidence determining** whether these orders were completed diligently; the evidence in question consists of credentials and references or other documents drawn up by the entities for whom the orders were completed and, if the Contractor is unable to obtain such documents for reasons beyond Contractor's control, Contractor's statement.

No.	Name of the entity for whom the order meeting the financial requirements and conditions determined in point 9.1 d) was completed	Address of the entity	Value of the order (net value in EURO)	Scope of the completed order	Date of order completion
1.	2.	3.	4.	5.	6.
1.					

If the Contractor performed a larger scope of deliveries under one contract/order the Contractor is obliged to distinguish by type and provide the value of the deliveries to be assessed in accordance with the conditions for participation in the proceedings for the purposes of demonstrating compliance with the conditions for participation in the proceedings for awarding this contract.

IMPORTANT

In case of the Contractor submitting documents containing sums in a currency other than EURO the Ordering Party shall for the purpose of assessing meeting the conditions stipulated hereinabove adopt the average exchange rate of said currency published by the National Bank of Poland at the time of publishing the announcement in the Official Journal of the European Union. If on the day of publication of the contract notice in the Official Journal of the European Union the National Bank of Poland does not publish the average exchange rate for a given currency the average exchange rate published on the first day after the date of publication of the contract notice in the Official Journal of the European Union shall be used as the basis for the conversion.

Qualified electronic signature
of the person authorized to act
on the behalf of the Contractor

Attachment no. 5 to the SWZ - Draft of Contract

DRAFT OF THE CONTRACT no. FO-Z/ŁIT/29/2023

Concluded between:

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

and

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

hereinafter referred to as the "Contractor"

The contract was concluded with the Contractor selected as a result of public procurement proceedings conducted consistently with the provisions of the Act of 11th September 2019 Public Procurement Law (Dz.U. 2023 item 1605 as amended) in the open tender mode with value exceeding EUR215.000 **FO-Z/ŁIT/29/2023**.

§ 1.

1. The subject-matter of the contract consists in **delivery of a specialized ink-jet printing-spraying system** compliant with the parameters determined in the Attachment no. 1 to the Contract (Attachment no. 1 to the Contract consists in the Price-Assortment Sheet completed by the Contractor and submitted under the procurement proceedings as Attachment no. 1 to the SWZ).
2. Purchase financed under the specific grant of the Ministry of Education and Science named "Purchase of research infrastructure for obtaining advanced textronic solutions", contract no. 7342/IA/SN/2022.

§ 2.

1. The flat-rate payment due for completion of the order is _____ EURO (in writing:)And covers the costs related to manufacturing the object of contract as well as the conditions and requirements presented by the Ordering Party in the proceedings documentation, in particular the costs of manufacturing, delivery and transport, assembly, installation, putting the device into operation and checking the device at the premises of the Ordering Party as well as gratuitous (free-of-charge for the Ordering Party) delivery and replacement of the necessary spare parts for the duration of the warranty period, the costs of travel of the representatives of the Contractor who are to assemble, install and put the device into operation, the costs of training employees of the Ordering Party at the premises of the Ordering Party to the extent necessary for operating the device.
2. The value of the subject-matter of the contract shall remain constant for the entire duration of the contract.
3. The invoice for completing the order shall be issued in Euro. In case of the Ordering Party making payment in Polish Zloty to the Contractor with a place of business in the area of the Republic of Poland the payment shall be made in PLN consistently with the average exchange rate presented by the National Bank of Poland in chart A on the day preceding the day of issuing the invoice. The invoice for completing the order shall be issued and paid for in Euro by the Ordering Party in case of the foreign Contractor with a place of business outside of the area of the Republic of Poland
4. The Contractor declares that he is / is not* registered in Poland as an active VAT taxpayer. The grounds for issuing the invoice shall consist in the Delivery and Acceptance Protocol signed by both parties and confirming that the order was completed without objections. The invoice

should contain: described goods consistent with the subject-matter of this contract, measurement units consistent with the contract, the quantity of goods, net price per unit, VAT rate, gross value

**consistently with the contents of the tender*

5. In the instance of not meeting the requirements stipulated in section 5 the Ordering Party shall withhold making due payments until the documents are completed whereby the deadline for making payment shall be counted from the date of completing the documents.
6. Invoices may be sent electronically to efaktury@lit.lukasiewicz.gov.pl e-mail address.
7. **The deadline for making payments is 30 days** counting from the date of delivering the correctly issued invoice containing bank account number of the Contractor to the Ordering Party.
8. The bank account indicated in the invoice must be entered into the list of entities maintained by the tax authorities on the basis of separate tax provisions.
9. If the bank account is not entered into the list at the date of paying for the invoice the Contractor is obliged to correct the invoice by indicating a bank account entered into the list in the contents of the invoice. In such case the deadline for making the payment shall be counted from the date of delivering to the Ordering Party the invoice containing a bank account number entered into the list.
10. The Contractor obliges itself to bear the encumbrances imposed on the Ordering Party by the tax authorities if the Contractor fails to correctly complete tax obligations, in particular if the Contractor fails to correctly determine goods and services tax rate or incorrectly clears the goods and services tax amount related to this transaction with the tax office. Furthermore, the Contractor is obliged to compensate the Ordering Party for any other negative results related to the Contractor indicating a bank account not listed by the tax authorities or the Contractor not possessing a bank account listed by the tax authorities.
11. The requirements stipulated in sections 9-10 do not pertain to foreign contractors who are not registered in Poland as active VAT taxpayers as well as the contractors not engaged in business activity in Poland
12. The Contractor has the option of sending via electronic means a structured electronic invoice in the understanding of the act of 9th November 2018 on electronic invoice processing in public procurement proceedings, construction work concessions and services as well as Public-private partnership (Dz.U. item 1666 as amended)
13. Furthermore, the Contractor is obliged to notify the Ordering Party about issuing an invoice by sending an email to efaktury@lit.lukasiewicz.gov.pl.
14. In the instance of the Contractor exercising this option the invoice can be sent to Electronic Invoicing Platform address: Peppol no. 7272857474 – **broker Infinite IT Solutions.**

§ 3.

1. The order should be understood as manufacturing (if the Contractor is simultaneously a manufacturer), delivering a brand new, factory-sealed (manufactured in 2023) hardware to the premises of the Ordering Party, assembling the hardware, installing it and putting it into operation, concluded with acceptance of the hardware without any objections and training users (max. 2 employees of the Ordering Party) to the extent necessary for operating the hardware correctly. The costs of transport, including insurance, are borne by the Contractor. The Contractor is obliged to attach all operating manuals as well as a service manual (if applicable).
2. Within the framework of the price the Contractor shall conduct the necessary training of users (employees of the Ordering Party) in regard to operating the device and maintaining it to the extent necessary for correct operation of the device.
3. The Contractor is responsible for actions or lack thereof of subcontractors and other entities assisting the Contractor in completing subject of the contract as if these actions were own actions of the Contractor.

§ 4.

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The Contractor obliges itself to deliver the subject-matter of the contract to the place of installation at the premises of the Ordering Party, i.e. Gdańska 118, 90-520 Łódź, at own risk and expense.

§ 5.

1. The order shall be realized by **30.11.2023**.
2. The Contractor is obliged to settle in advance the deadline for realization of the order, including the date for conducting training, with the Ordering Party.
3. The Contractor shall notify the Ordering Party about the planned date of delivery five days in advance. The Ordering Party contact persons: Dorota Kowalczyk, phone no.:, e-mail: dorota.kowalczyk@lit.lukasiewicz.gov.pl and Maciej Boguń, phone no.:, e-mail: maciej.bogun@lit.lukasiewicz.gov.pl.

§ 6.

1. The invoice for completing the order shall be issued after completing all works covered under the invoice (i.e. in particular delivery of the hardware to the premises of the Ordering Party, assembly, installation, putting the hardware into operation and conducting training) and signing of two copies of the Delivery and Acceptance Protocol (one copy for the Contractor and one for the Ordering Party) the contents of which must be consistent with Attachment no. 3 to the Contract (only this form is acceptable, all other forms will not be accepted) confirming realization of the order consistently with the contract.
2. In case of any remarks or objections regarding realization of the subject of contract emerging during acceptance or uncovering any defects the parties shall determine the manner and deadline for remedying errors and defects. This deadline shall be no longer than 7 calendar days. Emergence of the aforementioned circumstances does not rescind the rights of the Contractor and the consequences the Ordering Party may draw in relation to not meeting the deadline for realization of the Contract stipulated in §7 of the contract and the responsibility for not completing the contract obligations or completing the contract obligations without due diligence.

§ 7.

1. The Contractor shall pay to the Ordering Party the contractual penalties due for withdrawal from contract for reasons directly attributable to the Contractor in the amount of 20% of the value of the remuneration stipulated in §2 section 1 of the Contract.
2. The Contractor shall pay to the Ordering Party the contractual penalties for completing the obligations stipulated in the Contract without due diligence in the amount of 5% of the value of the remuneration stipulated in §2 section 1 of the Contract for each instance of undue performance of contract (other than the delay described in §7 section 3 of the Contract).
3. The Contractor shall pay to the Ordering Party the contractual penalty in case of a delay in delivery or repairing any defects, failures or malfunctions in the amount of 0.2% of the value of the remuneration stipulated in §2 section 1 of the Contract for each starting day of delay.
4. The Contractor shall pay to the Ordering Party contractual penalty in the instance of spare/replacement parts being unavailable as well as in the instance of not providing paid post-warranty service in the periods stipulated in §8 sections 2 and 3 of the Contract in the amount of EUR150 for each confirmed case.
5. The Ordering Party is entitled to deduct the accrued contractual penalties from the remuneration the Contractor is entitled to without submitting an additional declaration and the Contractor expresses permission for doing so.
6. The Contractor reserves the right to seek compensation in the amount exceeding contractual penalties imposed for not completing or undue performance of the provisions of the Contract and compensation for the damages caused.
7. The Ordering Party reserves the right to aggregate the penalties imposed for undue performance of the contract and withdrawing from the contract.
8. The maximum contractual penalties sum cannot exceed 30% of the remuneration stipulated in §2 section 1 of the contract.

§ 8.

1. The Contractor grants to the Ordering Party a **warranty for the period of ____ months** on the delivered subject of the contract. The period of warranty begins with the date of signing of the Delivery and Acceptance Protocol by the Parties.
2. The Contractor provides paid post-warranty service for the period of 5 years post lapse of the warranty granted.
3. The Contractor provides paid access to spare and replacement parts for the period of 5 years post lapse of the warranty granted.

§ 9.

1. The Ordering Party declares that it is a VAT taxpayer, registered under NIP no. 7272857474 and is entitled to issuing and receiving VAT invoices.
2. The Ordering Party declares that it possesses the status of a large enterprise in the understanding of the Act of 8th March 2013 on preventing excessive delays in commercial transactions (Dz.U. 2021 item 424 as amended).

§ 10.

1. If any possible failure, defects or malfunctions of the subject of the contract are uncovered during the warranty period the Ordering Party is obliged to present the information regarding the aforementioned failures, malfunctions and defects immediately after uncovering them via email. Warranty claims shall be sent to Contractor's e-mail address: _____
2. The Contractor shall respond to the reported defects within 72 hours from the date of reporting the defects.
3. The Contractor shall repair failures, malfunctions and defects within 10 working days counting from the day of making a warranty claim or, in justified cases, within other deadline determined by the Ordering Party, no shorter than 10 days; in every instance the repairs shall be conducted on site, at the premises of the Ordering Party. In case of rejecting a submitted warranty claim the Contractor is obliged to present an answer to the claim along with explanations within 10 days from receiving the warranty claim. Not presenting an answer to the warranty claim within the deadline stipulated hereinabove shall result in deeming the warranty claim as legitimate.
4. The Contractor is obliged to meet the obligations resulting from the granted warranty, including repairing failures, malfunctions and defects, at own risk and expense.
5. Regardless of the request for paying a contractual penalty in the case of failure to repair a defect within the deadline stipulated in section 3 the Ordering Party is entitled to entrust repairing the defect to a third-party at the expense and risk of the Contractor (contractual substitute performance)
6. In case of no possibility of performing repairs the damaged component shall be replaced with a new one.
7. If repairing a defect will prove to be impossible and the defect shall have major and detrimental influence and will make operating the device impossible the Contractor is obliged to deliver a brand new copy of the device free of any defects within the deadline stipulated in section 3. In the instance of not delivering a brand new subject of the contract free of any defects the Ordering Party may withdraw from the contract.
8. In the instance of the necessity of performing repair works outside of the premises of the Ordering Party all related costs, in particular the costs of transport and packaging, shall be borne by the Contractor.
9. The duration of the repair works performed on the subject of the contract for the purpose of removing defects and the duration of the warranty repair works shall, regardless of causes, result in extending the warranty period by that period.

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10. In case of replacement of any of the components with a new (free of any defects) component the warranty period for the replaced component shall start anew counting from the date of delivering a component free of any defects.
11. Meeting the obligations related to guarantee or warranty is covered under the subject of the contract.
12. This contract is a warranty document in the understanding of the provisions of the Civil Code.

§ 11.

1. The parties jointly agree that the contact related to performance of the contract shall be maintained also through electronic mail and phone.
2. The parties jointly agree that the claims of the Ordering Party related to this contract may be submitted via electronic means of communication.
3. The parties adopt the date of sending an email message by the Ordering Party as the date of making a claim stipulated in section 2 of this contract.
4. Persons appointed as contact persons in relation to performance of this contract:
 - a) on the part of the Ordering Party:
Dorota Kowalczyk, phone no., e-mail dorota.kowalczyk@lit.lukasiewicz.gov.pl
and Maciej Boguń, phone no., e-mail maciej.bogun@lit.lukasiewicz.gov.pl
 - b) on the part of the Contractor:
..... phone no., e-mail

§ 12.

1. The Ordering Party is entitled to the right to withdraw from the contract and the right to impose a contractual penalty stipulated in §7 section 1 of the Contract under the general terms and if:
 - 1) the Contractor did not begin realization of the order or is not continuing realization of the order despite the summons issued by the Ordering Party in writing and determining the final deadline for performance of the contract.
 - 2) the Contractor missed the deadline for performance of the Contract by more than 14 days,
 - 3) the delivered subject of contract contains major defects which prevent using the subject of contract - the Ordering Party is entitled to this right for 60 days counting from the date of uncovering the defect.
2. The withdrawal should be submitted as a written declaration delivered to the other Party.
3. Withdrawing from the contract for reasons other than stipulated in section 1 point 3 may be effected within 60 days from lapse of the deadline for realization of the contract.
4. The Ordering Party may withdraw from the contract within 30 days from receiving a message regarding emergence of major change in circumstances resulting in the contract no longer being in the public interest and which circumstances could not be predicted or if further performance of the contract may endanger basic national security or public security.

§ 13

The Contractor cannot transfer, novate, assign or in any other manner transfer any of its rights and obligations resulting from the contract to any third party without prior written permission of the Ordering Party (written form must be maintained under pain of invalidity).

§ 14.

1. The Contractor bears sole and complete responsibility for the damages caused by not performing or undue performance of the contract, in particular for the actions or lack thereof of the persons to whom the Contractor entrusted performing actions related to delivery and installation of the subject-matter of the contract.
2. The Contractor is obliged to repair the damages resulting from non-performance or undue performance of the contract unless said damage is a result of the circumstances beyond control and responsibility of the Contractor.
3. The parties are not responsible for non-performance or undue performance of this agreement

resulting solely from an act of force majeure, i.e. extraordinary circumstances beyond control of the parties.

4. Force majeure shall be understood as an event or a combination of events beyond control of Parties which substantially hinders or prevents performance of the obligations of a given Party under the contract and which could not be predicted, prevented or overcome by a Party by acting with due diligence.

5. In case of an act of force majeure the Party to which the act of force majeure pertains to is obliged to notify the other Party in writing about occurrence of an act of force majeure and indicate the projected duration of the hindrance in realization of the contractual obligations .

6. If as a result of an act of force majeure realization of the subject of the contract becomes impossible the Parties are entitled to the right to terminate the contract effective immediately.

7. In the instance indicated in section 6 of this contract the Contractor is entitled to compensation in the amount only up to the amount of justified costs borne by the Contractor and necessary for proper performance of the subject of the contract.

§ 15

1. The Ordering Party declares that it shall pay for all the invoices using the Split Payment mechanism.

2. If the bank account indicated by the Contractor to which the payment should be made is not listed in the register of the entities registered as VAT taxpayers or the register of the entities which were not registered and deleted and then reinstated in the VAT register, subject to provisions of §2 section 2, the Ordering Party is entitled to the right to withhold payment of the remuneration until the indicated bank account or the bank account connected to the bank account of the Contractor is entered into the register or until a new bank account listed in the aforementioned register is indicated. The withholding of payment in the instance indicated hereinabove shall not be considered as a delay in making due payment on the part of the Ordering Party and under such circumstances no interest for delay, in the amount of statutory interest, shall be accrued and it is being accepted that Contractor's remuneration is not yet due in this period.

3. The Contractor declares that the company account to which payments are to be made under this contract is registered with the Tax Office.

4. The payments to be made by the Ordering Party shall be made to the bank account of the Contractor registered with the tax office and indicated in the invoice.

§ 16.

1. Major changes in the concluded contract require conducting new public procurement proceedings. A change in the contract shall be deemed as major if it results in a major change in the character of the contract in comparison to the original contract, in particular if the change concerns the circumstances stipulated in art. 454 section 2 of the Act.

2. Changes can be introduced in the contract the Parties entered into:

1) In the instance of changes in the universally effective and binding legal provisions of law to the extent influencing performance of the contract, including changing the statutory VAT rates. The net sum of the remuneration of the Contractor shall not be changed in relation to changes in the VAT tax rates but the gross sum of Contractor's remuneration shall be increased or decreased accordingly.

2) In case of the need for altering the contract, in particularly the need for altering the price, resulting from the circumstances which could not be predicted by the Ordering Party acting with due diligence, provided that this change will not modify the general character of the contract and the increase in price resulting from each following change will not exceed 50% of the original value of the contract.

3) If the Contractor to whom the Ordering Party granted a public contract is to be substituted by a new Contractor as a result of succession, division, transformation, business failure, restructuring, inheritance or acquisition of the existing Contractor or its enterprises, provided that the new Contractor meets the conditions for participation in the proceedings, there are no grounds for exclusion of the new Contractor and changing the Contractor shall not result in

other major changes in the contract and that the Contractor is not being changed with the goal of avoiding application of provisions of the Public Procurement Law.

- 4) If the total value of the change is lower than the EU procurement thresholds and is lower than 10% of the value of the initial contract and these changes will not result in altering the general character of the contract.
3. Alterations to the contract must be made in written form under pain of invalidity.
4. The Parties hereto accept the possibility of making editorial amendments, correcting writing errors and introducing changes which result from changes in the data disclosed in public registers without the need of drawing up an annex to the contract.

§ 17.

1. The Parties oblige to ensure protection of personal data in relation to performance of the contract, including adhering to the requirements resulting from 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.
2. The Parties declare that the personal data indicated in the contents of the contract were provided by the Parties. If the indicated data pertains to employees, coworkers or representatives of the Parties the information obligations regarding protection of personal data shall be borne by the Party providing the data. This data shall be used solely for the purpose of entering into and performance of this contract and resolving possible claims resulting from this contract.

§ 18.

1. Polish law is the law applicable to the contract.
2. For matters not covered under this contract the provisions of the Public Procurement Law, Civil Code (Dz.U. 2022, item 1510 as amended) and other acts of the universally effective law related to subject-matter of the contract shall apply.
3. Each of the Parties is obliged to inform the other Party in writing about change of address under pain of deeming the correspondence delivered to the last known address as effectively delivered correspondence.
4. The disputes arising under this contract shall be resolved by Polish common court of law appropriate for the seat of the Ordering Party; Polish jurisdiction is the appropriate jurisdiction.

§ 19.

The date of affixing the last qualified signature by a representative of a Party to the contract is recognized as the date of entering into the contract.

§ 20.

This contract was drawn up in writing in two identical copies, one for each of the Parties to the contract / This contract was drawn up in an electronic form and signed by persons authorized to represent parties by affixing qualified electronic signatures *

** form of contract signing - consistent with choice of the Ordering Party*

THE CONTRACTOR:

THE ORDERING PARTY:

Delivery and Acceptance Protocol

Consistently with the contract concluded on as a result of the public procurement proceedings the following items were delivered:

No.	Name of the subject of contract

Remarks concerning realization of the subject of contract and defects discovered in the subject of the contract.....
.....
.....

Users were trained - YES/NO *
*delete as appropriate

Date of delivery - acceptance	
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_____ Seal of the Contractor

_____ Seal of the Ordering Party

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

.....
Legible signature of person representing the Ordering Party