  
 Attachment no. 1 to the Notice/Agreement

Procurement no.: FO-Z/ŁIT/8/2023/N

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

Tender Form

1. The Contractor:

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

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

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

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

1. Total tender price in USD\*

Net in USD:

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

in words: .....................................................................................................................................

Gross in USD: ....................................................................................................................................

in words: .....................................................................................................................................

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

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

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

1. **Contract completion date**: the contract shall be completed after selecting the Contractor's tender within 15 weeks from the date of signing the contract.
2. **Warranty duration: min.** 12 months (Warranty without the need to perform service inspections).
3. Terms of payments:
4. under the terms of the Letter of Credit - the terms of the Letter of Credit constitute an attachment to the Agreement,

or

1. by transfer to the Contractor's bank account indicated in the VAT invoice, within 21 days from the date of delivery to the Contracting Authority of a correctly issued VAT invoice to the Contracting Authority's registered office, not earlier than from the date of providing the Contracting Authority with the following documents: an issued consignment note with confirmation of payment for transport along with the specification of the goods (packing list) indicating the procurement subject matter and an insurance policy covering insurance of the procurement subject matter during transport at the expense of the Contractor
2. **General warranty and service conditions:** They have been included in § 8 of the Draft Agreement
3. **The entity submitting the tender declares that:**
   1. After reading the terms of the public procurement presented in the Notice, it fully accepts them, undertakes to perform the procurement subject matter on the terms specified therein if its tender is selected, and does not raise any objections to them.
   2. Has experience in the production of devices that are the subject of the procurement Notice.
   3. Accepts the warranty terms, contract completion date and payment terms.
   4. Accepts the public procurement Draft Agreement constituting Attachment no. 3 to the Notice and undertakes to conclude it.
   5. The offered subject(s) of the contract is(are) admitted for trading in the European Union.
   6. Undertakes not to raise any claims against the Contracting Authority for costs incurred in connection with the preparation and submission of the tender.
   7. It will deliver the contracted delivery at its own expense.
   8. Conditions of delivery: CIF & Home Delivery – if it will be carried out by sea or

DAP – all means of transport available

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

* 1. It will notify the Contracting Authority of the delivery date electronically to the following e-mail address: [dorota.kowalczyk@lit.lukasiewicz.gov.pl](mailto:dorota.kowalczyk@lit.lukasiewicz.gov.pl)
  2. The goods must be delivered in the original factory packaging, with the protection used by the manufacturer. The packaging must enable full identification of the goods, e.g., quantity, type, parameters, etc., without the need to damage the packaging.
  3. The delivery should be appropriately marked and have a quality certificate/attestation or other document confirming the existence of a quality assurance system.
  4. Accepts the terms of use of the Purchasing Platform specified in the Platformazakupowa.pl Regulations for Users (Contractors) posted on the website at the link https://platformazakupowa.pl/strona/1-regulamin in the ”Regulations” tab and considers it binding.
  5. I have read and comply with the Instructions for submitting tenders/applications - Instructions for Contractors platformazakupowa.pl available at https://drive.google.com/file/d/1Kd1DttbBeiNWt4q4slS4t76lZVKPbkyD/view in the Instructions tab.
  6. Acknowledges and accepts the provisions of the following information clause:

In accordance with Articles 13 and 14 of the General Regulation on the Protection of Personal Data of 27 April 2016 - GDPR, (OJ EU L 119 04.05.2016) we inform that:

* + - * 1. Łukasiewicz Research Network - Łódź Institute of Technology with the registered office in Łódź, 19/27 M. Skłodowskiej-Curie St. represented by the Director is the administrator within the meaning of Article 4 Point 7 of the GDPR, with respect to personal data of natural persons representing the entity which the Agreement is concluded with
        2. Contact the Data Protection Inspector - i[od@lit.łukasiewicz.gov.pl.pl](mailto:od@lit.%C5%82ukasiewicz.gov.pl.pl)
        3. The provided personal data will be processed for the purpose of implementing the Agreement - on the grounds of Article 6 Section 1 Letter b) of the GDPR, Article 6 Section 1 Letter c) of the GDPR - to meet statutory requirements (the need for the administrator to fulfil legal obligations arising from legal provisions), Article 6 Section f) of the GDPR - due to the need to implement the legally justified interests of the administrator.
        4. The scope of personal data includes the name, surname, telephone number, e-mail address, correspondence address or other data provided by the entity delivering the procurement subject matter.
        5. In accordance with the applicable law, the administrator may transfer data to processing entities on the basis of agreements entrusting the processing of personal data (e.g., auditors, entities providing IT services) and other entities authorised under applicable provisions (e.g., courts, law enforcement authorities) - based on a request that has a legal basis.
        6. The administrator uses Microsoft Office 365, which may result in the transfer of your personal data to a third country. The regulations for using MS Office 365 Online Services and the obligations regarding the processing and securing of user data and personal data by online services are specified in Microsoft documentation, including in particular:

privacy statement - https:Uprivacy.microsoft.com/pl-pl/privacystatement;

Microsoft Services Agreement, MSA - https://www.microsoft .com/pl­pl/servicesagreement/

As part of Microsoft Office services, data entered into Microsoft Office 365 shall be processed and stored in a specific geographical location. In accordance with the functionality of Microsoft Office services, in the available administration panel in the ”Organisation Profile”, it is indicated that data is processed within the European Union. Microsoft undertakes to comply with the legal provisions regarding the provision of Online Services, which apply to all IT suppliers. Microsoft carries out annual audits of Online Services, including audits of the security of computers, IT environments and physical Data Centres, supervised and authorised by third parties, including the law, details of which can be found at https://www.microsoft.com/plpl/trust-center/privacy?docid=27.

g) Personal data shall be processed for a period no longer than 5 years from the end of the calendar year which this Agreement shall be performed in, unless a longer processing period is necessary, e.g., due to archiving obligations, pursuing claims or other requirements required by generally applicable law.

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

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

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

**10.** I declare that I have fulfilled the information obligations, provided for in Article 13 or Article 14 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ EU L 119 4.5.2016, p. 1), hereinafter referred to as the ”GDPR”, towards natural persons from whom we have obtained personal data directly or indirectly in contract to apply for the public procurement in this procedure[[1]](#footnote-2).

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

Signature of the Contractor or a person authorised

to represent the Contractor



Attachment no. 3 to the Notice

Agreement - draft

Concluded[[2]](#footnote-3) on this day ………… 2023 in Łódź, between:

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

hereinafter referred to as the ”Contracting Authority”

and

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

\_\_\_\_\_\_\_\_\_\_\_\_\_ - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

hereinafter referred to as the ”Contractor”

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

§ 1.

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

§ 2.

1. The lump sum remuneration for implementing the procurement subject matter is ....................... net USD (in words: .................................................................. USD) ....................... gross USD delete USD if the net value is equal to gross (in words: ..................................................................USD) and includes in particular costs (e.g. rebate, discount, delivery costs, carrying the procurement subject matter, insurance, transport, packaging, consumables necessary to launch the procurement subject matter, including VAT at the rate in accordance with applicable regulations) related to the execution of the procurement subject matter and with the conditions set by the Contracting Authority (hereinafter also referred to as the ”gross value of the contract”).

2. The value of the procurement subject matter shall be constant throughout the delivery period.

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

4. **The Contractor declares that it is/is not delete as appropriate registered in Poland as an active VAT payer. Settlements for the completed deliveries shall be based on the issued invoices. The invoice should include:** described goods in accordance with the subject matter of this Agreement, units of measurement in accordance with the Agreement, quantity of goods, their net unit price, VAT rate and gross value.

5. In the event of failure to meet the requirements referred to in Section 4, the Contracting Authority shall refrain from paying the due amount until the documents are completed and the payment deadline is counted from the date of their completion.

6. Invoices can be sent electronically to the e-mail address [efaktury@lit.lukasiewicz.gov.pl](mailto:efaktury@lit.lukasiewicz.gov.pl).

7. The account indicated on the invoice must be included in the list of entities kept by the tax administration on the basis of separate tax regulations.

8. If there is no bank account on the list on the invoice payment date, the Contractor is obliged to correct the invoice by indicating the bank account on the list. In such a case, the payment deadline starts from the date of delivery to the Contracting Authority of the corrective invoice containing the account number from the list.

9. The Contractor undertakes to bear the burdens imposed on the Contracting Authority by the tax administration if the Contractor does not properly fulfil its tax obligations under the transaction in question, in particular if it incorrectly determines the rates of tax on goods and services or incorrectly settles the amount of tax on goods and services with the tax office in respect of this transaction. In addition, the Contractor is obliged to compensate the Contracting Authority for other negative consequences related to the Contractor providing an account that is not on the list or the lack of the Contractor's bank account on the list.

10. The requirements, referred to in Sections 8-9, do not apply to foreign Contractors who are not registered in Poland as active VAT taxpayers or who do not conduct their business in Poland.

11. In the case of foreign Contractors, payment may be made in the form of a bank letter of credit. The data for issuing the letter of credit is included in Annex No. 4 to the Agreement. The letter of credit is irrevocable and non-transferable.

12. The Parties exclude the use of a structured invoice within the meaning of the Act of 9 November 2018 on electronic invoicing in public procurement, concessions for construction works or services and public-private partnership (Journal of Laws of 2020 item 1666 as amended).

13. The Contracting Authority agrees to send the invoice electronically by e-mail to the following address: efaktury@lit.lukasiewicz.gov.pl

§ 3.

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

§ 4

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

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

1. The Parties agree that the delivery shall be considered completed after the execution of the procurement subject matter (in particular, including the delivery to the place indicated in § 3 Section 1) and signing the Handover Report in two copies (1 copy for the Contracting Authority and the Contractor), the content of which must be consistent with Attachment no. 3 to the Agreement (only this template is valid, others shall not be accepted), confirming the completion of the delivery in accordance with the Agreement. The Parties allow the acceptance to be performed unilaterally by the Contracting Authority with a digital record of the acceptance.
2. If any defects, faults or incompleteness of the procurement subject matter are found, the Contracting Authority shall send the handover report to the Contractor along with these comments and a one-sided protocol.
3. The Contractor shall respond to the indicated defects, faults or incompleteness within 14 calendar days. The ineffective expiry of the deadline is deemed to be an admission by the Contractor that defects/faults/incompleteness exist.
4. In the event of comments regarding the implementation of the agreement subject matter or defects found, during the handover, the Parties shall agree on the method and deadline for removing the irregularities. This deadline shall not be longer than 1 month.
5. The occurrence of the above circumstances does not abrogate the rights of the Contracting Authority and the consequences of the Contractor related to failure to meet the deadline for the implementation of the contract specified in § 3 Section 2 of the Agreement and liability for non-performance or improper performance of contractual obligations.
6. In the event of withdrawal from the Agreement by the Contracting Authority after payment to the Contractor under the terms specified in Section 1, or in the event of failure to meet the condition/event in Section 2, the remuneration shall be refunded at the request of the Contracting Authority to the account indicated by it and within the time specified by it, not shorter than 7 days.

§ 5

1. The Contractor shall pay the Contracting Authority contractual penalties for withdrawal from the Agreement in the amount of 15% of the gross value of the Agreement.
2. The Contractor shall pay the Contracting Authority contractual penalties for non-performance or improper performance of the provisions, contained in the Agreement, in the amount of 5% of the gross value of the Agreement for each case of non-performance or improper performance of the Agreement (other than delay).
3. The Contractor shall pay the Contracting Authority contractual penalties in the event of delay in delivery and in the removal of faults, failures and defects in the amount of 0.5% of the gross value of the Agreement for each commenced day of delay.
4. The Contracting Authority is entitled to deduct the accrued contractual penalties from the Contractor's remuneration without the need to submit an additional statement, which the Contractor consents to.
5. The Contracting Authority is entitled to claim compensation on general principles if the contractual penalty charged does not cover the damage in full.
6. The Contracting Authority reserves the right to add up penalties for improper performance of the Agreement and for withdrawal from the Agreement.
7. The maximum amount of contractual penalties may not exceed 30% of the gross value of the Agreement.

§ 6

* + - 1. The Contracting Authority declares that it is a VAT payer, has NIP 7272857474 and is authorised to issue and receive VAT invoices. At the same time, the Contracting Authority authorises the Contractor to issue VAT invoices without the Contracting Authority's signature.
      2. The Contracting Authority declares that it has the status of a large entrepreneur within the meaning of the Act of 8 March 2013 on counteracting excessive delays in commercial transactions (consolidated text: Journal of Laws of 2021, item 424).

§ 7

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

1. when the Contractor has not started the delivery or does not continue it despite the Contracting Authority’s request submitted in writing, setting the final date for the election of the Agreement,
2. failure to complete the Agreement by the Contractor for more than 30 days,
3. when the delivered goods contains significant defects - the Contracting Authority is entitled to this rights within 30 days from disclosure of a defect or ineffective replacement with a defect-free one, whichever occurs later.
4. Withdrawal shall be made in the form of a written statement submitted to the other Party.
5. Withdrawal from the Agreement, due to the reasons other than those indicated in Section 1 Point c), may take place within 60 days from the date of expiry of the execution deadline of the Agreement.
   * + 1. In the event of a significant change in circumstances causing the performance of the Agreement to be no longer in the public interest, which could not have been foreseen at the time of concluding the Agreement, or the continued performance of the Agreement may threaten a significant interest of state security or public safety, the Contracting Authority may withdraw from the Agreement within 30 days from the date of becoming aware of these circumstances.

§ 8

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

§ 9

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

§ 10

1. The Parties declare that they are familiar with the legal provisions concerning personal data protection, including especially the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ EU L 119 4.5.2016, p. 1; hereinafter referred to as the ”GDPR” and the Act of 10 May 2018 on personal data protection.
2. The Parties provide each other with personal data (business data) of the Parties/representatives of the Parties, and of persons participating in the performance of the contract, based on concluded employment contracts or civil law contracts, the processing of which is necessary for the purposes arising from the legitimate interests of the administrator, i.e. concluding and performance of the contract in question, in accordance with Article 6 Section 1 lit. b) and f) of the GDPR regulation.

§ 11

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

§ 12

* + - 1. The Parties jointly decide that the contract, connected with the execution of the Agreement, shall take place via electronic mail or telephone.
      2. The Parties jointly decide that the Contracting Authority’s claims, connected with this Agreement, may be reported electronically.
      3. The date of submitting the complaint referred to in § 8 of this Agreement is considered to be the day of sending the e-mail by the Contracting Authority.
      4. Contact persons in connection with the implementation of this Agreement:

a) on the part of the Contracting Authority:

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

ze

b) on the part of the Contractor:

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

* + - 1. All statements of the parties referred to in this Agreement, including a statement of withdrawal from the contract, termination of the contract, notification of the occurrence of force majeure and requesting an extension of the delivery deadline and expressing consent in this regard, exercising warranty rights or warranty, responses to reported claims will be made in documentary form. The document form should be understood as sending a scan (copy) of the document signed by persons authorised to represent a given party by e-mail to the addresses indicated in § 12 Section 4 of the Agreement. The day of submitting the statement is understood to be the day of sending the e-mail by a given Party. The date is marked according to the local time of the entity submitting the statement.
      2. The Parties consider the e-mails, indicated in § 12 Section 4 of the Agreement, suitable to submit statements in electronic form, namely using qualified signatures within the meaning of the Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transaction in the internal market (eIDAS) - from 1 July 2016.

§ 13

1. The Agreement is subject to Polish law.

2. In matters not regulated in the Agreement, the provisions of the Act Public Procurement Law, provisions of the Civil Law (Journal of Laws of 2022 item 1360) and other acts of generally applicable law related to the procurement subject matter, shall apply.

3. Amendments to this Agreement must be made in writing, under pain of nullity, provided that to change the date of execution of the Agreement, it is sufficient to use the form indicated in § 12 Section 5.

4. Disputes arising from this Agreement shall be resolved by the Polish common court competent for the registered office of the Contracting Authority.

5. The language of the Agreement and the language of communication between the Parties is the language that the Agreement has been concluded in, exclusively Polish or English, respectively.

6. Each of the Parties is obliged to submit a written notification on the change in address, including e-mail, to the other Party, under the condition of the correspondence sent to the last known address being considered effectively delivered.

§ 14

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

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

The Contractor The Contracting Authority

(signature) (signature)

Attachments to the Agreement:

Attachment no. 1 – Tender Form

Attachment no. 2 – Assortment and Price Sheet

Attachment no. 3 – Handover Report

Attachment no. 4 – LETTER OF CREDIT

Attachment no. 3 to the Agreement

**Handover Report**

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

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

|  |  |  |
| --- | --- | --- |
| No. | Name of the device | Number of items |
|  |  |  |

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

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

|  |  |
| --- | --- |
|  |  |

Seal of the Contractor Seal of the Contracting Authority’s unit receiving the device

....................................................... ……………………………………………………………………….

|  |  |
| --- | --- |
| Legible signature of the person representing the Contractor | Legible signature of the person representing the Contracting Authority |

Attachment no. 4 to the Notice/Agreement

BASIC DATA FOR THE LETTER OF CREDIT

DATA OF THE BENEFICIARY

1. resident  non-resident

………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………

Full name and address of the beneficiary including postcode

1. DATA OF THE INTERMEDIARY BANK

…………………………………………………………………………………………………………………………………………………………………

Name of the intermediary bank

……………………………………………………………. …………………………………………………………….

Country SWIFT code

DATA REGARDING THE LETTER OF CREDIT

1. AMOUNT AND CURRENCY OF THE LETTER OF CREDIT

……………………………………………………………………………….

Amount and currency of the letter of credit

…………………………………………………………………………………………

Amount tolerance in %

……………………………………………………………………………………………

Letter of credit amount in words

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

|  |  |
| --- | --- |
| not confirmed | confirmed - if confirmed, **at the beneficiary's expense** |

1. AVAILABILITY OF THE LETTER OF CREDIT

Letter of credit available from the bank: PKO BP SA

1. DEADLINES SPECIFIED IN THE LETTER OF CREDIT

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

Place of validity of the letter of credit …………………………………………………………………………………………………………………………………….

Deadline for shipping goods until (yyyy-mm-dd) ………….…….-………..-………….

The documents are to be presented by the beneficiary within 21 days after the date of shipment, but within the validity period of the letter of credit

1. OTHER TERMS AND CONDITIONS OF THE LETTER OF CREDIT

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

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

PARTIAL DELIVERIES: NOT ALLOWED

TRANSLOADING OF GOODS: ALLOWED

Place of receipt of goods for shipment: ………………………………………………………………………………………………………………………

Goods loading port: ……………………………………………………………………………………………………………………….

Port of unloading goods: ……………………………………………………………………………………………………………………….

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

1. PAYMENT BY LETTER OF CREDIT IS CONDITIONED ON SUBMITTING THE FOLLOWING DOCUMENTS BY THE BENEFICIARY
2. **INVOICE -**  signed original and 3 copies
3. **TRANSPORT DOCUMENTS (SET OF ORIGINALS):**

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

registered, issued for ……………………………………………………………………………………………………………………………………….

commissioned ………………………………………………………………………………………………………………………………………..

**endorsed in blank**

indicating that:

the freight has been paid (”freight prepaid”)  Contractig Authority

notify upon arrival (column - „notify party”)

Łukasiewicz Research Network – Łódź Institute of Technology

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

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

1. **INSURANCE DOCUMENTS:**

**Insurance policy:**

Issued for:

for the Contracting Authority

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

*Another entity*

indicating that the goods have been insured against risks:……………………………………………………………………………………………

1. **CERTIFICATES**

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

of origin (EUR 1):  original  copy

of origin issued by: ………………………………………….  original  copy

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

Including the data ……………………………………………………………………………………………………………………………

1. **OTHER DOCUMENTS:**

**packing list**   original  copy

other: …………………………………………………………  original  copy

1. **DESCRIPTION OF REQUIRED DOCUMENTS:**

………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………….

1. If the Contractor does not provide personal data other than those directly relating to it or there is an exclusion from the application of the information obligation, in accordance with Article 13 Section 4 or Article 14 Section 5 of the GDPR, the Contractor does not submit the content of the statement (removal of the content of the statement, e.g., by deleting it). [↑](#footnote-ref-2)
2. *The Agreement is deemed concluded when signed by both parties.* [↑](#footnote-ref-3)