###### **Łukasiewicz Research Network – Łódź Institute of Technology**

###### **19/27 Marii Skłodowskiej – Curie St.**

###### **90-570 Łódź**

Procedure no.: FO-Z/ŁIT/41/2023

#### SPECIFIC CONDITIONS OF PUBLIC PROCUREMENT

Procurement subject matter:

**DELIVERY OF SCIENTIFIC EQUIPMENT WITHIN THE FRAMEWORK OF THE PROJECT ”ESTABLISHMENT AND LAUNCH OF THE BIO-MAS RESEARCH AND DEVELOPMENT CENTER” – stage I**

**CPV codes:**

**38.50.00.00-0 - Control and testing equipment**

Mode:

**Open tender with an estimated value exceeding EUR 215,000**

Łódź, 2023

SPECIFIC CONDITIONS OF PUBLIC PROCUREMENT

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

###### **Łukasiewicz Research Network – Łódź Institute of Technology**

###### **19/27 Marii Skłodowskiej – Curie St.**

###### **90-570 Łódź**

Unit in charge of the procedure:

**Public Procurement Department**

**5/15 Brzezińska St., 92-103 Łódź**

**tel. (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 SCIENTIFIC EQUIPMENT WITHIN THE FRAMEWORK OF THE PROJECT   
”ESTABLISHMENT AND LAUNCH OF THE BIO-MAS RESEARCH AND DEVELOPMENT CENTER”**

1. **Website address where the contract documents are available**

All communication between the Contracting Authority and Contractors, including submission of tenders, takes place in electronic form via [platformazakupowa.pl](https://platformazakupowa.pl/) (hereinafter referred to as the Platform) available at [https://platformazakupowa.pl/pn/lit](https://platformazakupowa.pl/pn/lit/)

Changes in and explanations of the specific conditions of public procurement, hereinafter referred to as the Specific Conditions of Public Procurement, and other contract documents directly referring to thise procedure will be made available on the aforementioned Platform.

1. **Public procurement procedure**
   1. The public procurement procedure is conducted as an **open tender** on the grounds of Article 129 Section 1 Point 1 and Article 132 et seq. of the Act of 11 September 2019 Public Procurement Law (Journal of Laws of 2023 item 1605) hereinafter referred to as the ”Act”.
   2. **In matters not regulated in this Specific Conditions of Public Procurement, 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 23December 2020 on subjective means of evidence and other documents or statements that may be requested by the Contracting Authority from the Contractor (Journal of Laws of 2020 item 2415 and 2023 item 1824) and the Regulation of the Prime Minister of 30 December 2020 on the method of preparing and submitting information and technical requirements for electronic documents and means of electronic communication in public procurement procedure or a competition (Journal of Laws of 2020, item 2452). In matters not regulated by the aforementioned legal acts, the provisions of the Act of 23 April 1964 - Civil Code (Journal of Laws of 2023, item 1610) and other provisions of generally applicable law related to the procurement subject matter shall apply.**
   3. The procedure is conducted in Polish.
   4. However, pursuant to Article 20 Section 3 and 4 of the Act, the Contracting Authority prepares this documentation in English and allows the submission of a tender in English and the conclusion of a bilingual Polish-English contract.
   5. The Contracting Authority stipulates that during the procedure and implementation of the contract, at every stage and in every form, the parties communicate in Polish and English, however, it is allowed to use foreign language terms in statements, tenders and other documents to the extent specified in Article 11 of the Act of 7 October 1999 on the Polish language (i.e., Journal of Laws of 2021 item 672).

**4. Procurement subject matter**

* 1. The procurement subject matter is the delivery of scientific equipment within the framework of the project ”Establishment and launch of the BIO-MAS Research and Development Center” – stage I. **The procurement subject matter includes the delivery of a Micro-Nanofiber Morphology Analyser.**
  2. A description of the required parameters of the procurement subject matter is included in Attachment no. 1 to the Specific Conditions of Public Procurement. The Contractor may propose products with better technical, qualitative and functional parameters than the parameters specified by the Contracting Authority.
  3. Submission of a tender for a device, that does not meet all of the required parameters or has parameters worse than the parameters listed in Attachment no. 1 to the Specific Conditions of Public Procurement, shall result in rejection of the tender.
  4. The delivery shall be understood as execution, delivery of original, brand new equipment to the Contracting Authority's registered office, assembly, installation, commissioning, training in operation, positive acceptance of the launched device. The cost of transport and insurance is borne by the Contractor. The Contractor is obliged to attach all operating manuals and service manuals (if any) to the delivered equipment.
  5. As part of the price, the Contractor shall provide the necessary training, for the Contracting Authority's users (employees), in the operation of the devices to the extent necessary to properly operate the device.
  6. The Contractor shall provide free delivery and replacement of necessary parts during the warranty period.
  7. The Contracting Authority does not provide for the possibility of submitting partial tenders.
  8. The Contracting Authority does not provide for the possibility of submitting variant tenders.
  9. The Contracting Authority does not intend to conclude a framework agreement.
  10. The Contracting Authority does not intend to set up a dynamic purchasing system.
  11. The Contracting Authority does not intend to select the most advantageous tender using an electronic bidding.
  12. The Contracting Authority allows for the possibility of submitting equivalent tenders regarding the procurement subject matter. An equivalent tender is an item with the same or better technical, qualitative and functional parameters which meets the minimum parameters specified by the Contracting Authority in Attachment no. 1 to the Specific Conditions of Public Procurement (Assortment and Price Sheet). In such case, the Contractor is obliged to submit the tender with a detailed specification which shall explicitly present to the Contracting Authority that the offered assortment has the same technical, qualitative and functional parameters in comparison to the assortment specified by the Contracting Authority in the description of the procurement subject matter. The Contracting Authority informs that if the description of the procurement subject matter contains trademarks, then a tender, that meets the parameters of the individually indicated assortment specified by its manufacturer, is considered an equivalent tender.
  13. Pursuant to Article 139 of the Act, the Contracting Authority 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 fulfilment of the conditions of participation in the procedure.
  14. If there are grounds for exclusion of the Contractor, referred to in point 4.15 of the Specific Conditions of Public Procurement, the Contractor does not meet the conditions of participation in the procedure, does not submit subjective evidence or the statement referred to in Article 125 Section 1 of the Act confirming the absence of grounds for exclusion and fulfilment of the conditions of participation in the procedure, the Contracting Authority shall re-examine and re-evaluate the tenders of other Contractors and then perform the subjective qualification of the Contractor whose tender has been rated the highest in terms of the lack of grounds for exclusion and meeting the conditions of participation in the procedure.
  15. The Contracting Authority shall continue the process of re-examining and re-evaluating the tenders, referred to in point 4.16 of the Specific Conditions of Public Procurement, in regards of the tenders of the Contractors remaining in the procedure and then shall qualify the Contractor whose tender has been rated the highest in terms of the lack of grounds for exclusion and meeting the conditions of participation in the procedure, this shall continue until the most advantageous tender is selected or the public procurement procedure is cancelled.
  16. The purchase of the procurement subject matter is co-financed by the Project: ”Establishment and launch of the BIO-MAS Research and Development Center" co-financed by the Regional Operational Programme of the Łódź Voivodeship for the years 2014-2020 - Priority axis I - Research, Development and Commercialisation of Knowledge; I.1. Development of research and innovation infrastructure. Financing Agreement of 10 May 2021 no. RPLD.01.01.00-10-002/20-00.

**5. Procedure number**

The procedure, which this document refers to, is marked with the number: **FO-Z/ŁIT/41/2023.** Contractors shall refer to this number in all communication with the Contracting Authority.

**6.** **Information on the projected contracts referred to in Article 214 Section 1 Point 8 of the Act.**

The Contracting Authority does not provide for the possibility of awarding the contracts referred to in Article 214 Section 1 Point 8 of the Act.

**7. Contract completion date**

The contract completion date is set by the Contracting Authority for a period of 40 days from the date of conclusion of the Agreement regarding this contract, but no later than December 10, 2023.

1. **Grounds for exclusion**
   1. The Contractor, who is subject to any of the circumstances, referred to in Article 108 Section 1 of the Act, shall be excluded from the public procurement procedure, i.e.,

1) being a natural person who has been legally convicted of the crime:

a) of participating in an organised crime or an association aimed at committing a crime or the fiscal crime referred to in Article 258 of the Penal Code,

b) of human trafficking referred to in Article 189a of the Penal Code,

c) referred to in Articles 228-230a, Article 250a of the Penal Code, in Articles 46-48 of the Act of 5 June 2010 on sports (Journal of Laws of 2020 item 1133 and of 2021 items 2054 and 2142) or in Article 54 Section 104 of the Act of 12 May 2011 on the reimbursement of medicines, foodstuffs for special nutritional uses and medical devices (Journal of Laws of 2021 items 523, 1292, 1559, 2054 and 2120),

d) of financing a terrorist offence referred to in Article 165a of the Penal Code or the crime of preventing or hindering the determination of the criminal origin of money or concealing its origin, referred to in Article 299 of the Penal Code,

e) of a terrorist nature, referred to in Article 115 § 20 of the Penal Code or aimed at committing this type of crime,

f) of entrusting work to a minor foreigner, referred to in Article 9 Section 2 the Act of 15June 2012 concerning the effect of employing foreigners residing illegally on the territory of the Republic of Poland (Journal of Laws item 769),

g) against economic activity, referred to in Articles 296-307 of the Penal Code, the crime of fraud, referred to in Article 286 of the Penal Code, the crime against the credibility of documents referred to in Articles 270-277d of the Penal Code or a tax offence,

h) referred to in Article 9 Sections 1 and 3 or Article 10 of the Act of 15 June 2012 concerning the effect of employing foreigners residing illegally on the territory of the Republic of Poland

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

2) if an incumbent member of its management or supervisory body, a partner in a general partnership or professional partnership, or a general partner in a limited partnership or limited joint-stock partnership, or a commercial proxy, has been legally convicted of an offence, referred to in point 8.1.1) of the Specific Conditions of Public Procurement;

3) against whom a valid sentence or a final administrative decision, regarding falling behind with payment of taxes, fees or social security or health insurance premiums, has been issued, 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 procedure or lapse of the deadline for submission of tenders;

4) who has been legally prohibited from participating in public procurement procedure;

5) if the Contracting Authority 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, within the meaning of the Act of 16 February 2007 on competition and consumer protection, have submitted separate tenders, partial tenders or requests to participate in the procedure, unless the Contractors prove that they have prepared these tenders or requests independently of each other;

6) if, in the cases referred to in Article 85 Section 1 of the Act, fair competition has been disturbed as a result of the previous involvement of this Contractor or an entity that belongs to the same corporate group as the Contractor, within the meaning of the Act of 16 February 2007 on competition and consumer protection, unless the distortion of competition caused can be eliminated in a way other than by excluding the Contractor from participating in the contract awarding procedure.

* 1. Furthermore, the Contracting Authority shall exclude, from the public procurement procedure, the Contractor, in relation to whom the circumstances referred to in Article 109 Section 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 has entered into an arrangement with creditors, whose business activity has been suspended or remains in another similar situation resulting from a similar procedure provided for in the provisions regarding the initiation of such a type of procedure.
  2. Pursuant to the provisions of Article 7 Section 1 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 2023 item 1497), hereinafter referred to as ”the Act on Specific Solutions”, the Contracting Authority shall exclude from the procedure:
     1. The Contractor entered into the lists specified in the Council Regulation (EC) No 765/2006 of 18 May 2006 concerning restrictive measures in view of the situation in Belarus and the involvement of Belarus in the Russian aggression against Ukraine (OJ L 134 20.5.2006, p. 1, as amended 3) hereinafter referred to as ”Regulation 765/2006” and in the Council Regulation (EU) No 269/2014 of 17 March 2014 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 based on the decision regarding entering an entity into the list determining whether the measure referred to in Article 1 item 3 of the Act on Specific Solutions should be applied;
     2. The Contractor, whose beneficial owner, within the meaning of the Act of 1 March 2018, on the prevention of money laundering and terrorist financing (Journal of Laws of 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 has been such a beneficial owner since February 24, 2022, provided that they have been 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 Article 1 item 3 of the Act on Specific Solutions;
     3. The Contractor, whose dominant entity, within the meaning of Article 3 Section 1 Point 37 of the Act of 29 September 1994 on Accounting (Journal of Laws of 2021 items 217, 2105 and 2106), is an entity listed in the lists specified in the Regulation 765/2006 and Regulation 269/2014 or entered into a list or being such an entity since February 24, 2022, provided that they have been 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 Article 1 item 3 of the Act on Specific Solutions;
  3. **Pursuant to Article 5k of Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine (OJ L 299 31.07.2014, p. 1), hereinafter: Regulation 833/2014,** as amended by the Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia’s actions destabilising the situation in Ukraine (OJ L 111 08.04.2022, p. 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 Contracting Authority shall exclude from the procedure 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 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:

1. Russian citizens or natural or legal persons, entities or agencies based in Russia or
2. 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,
   * 1. 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, if such a subcontractor, supplier, entity, whose capacity the Contractor relies on, falls into any of the categories of entities listed in the points 8.4.1. – 8.4.3. of the Specific Conditions of Public Procurement.
   1. In the cases, referred to in Point 8.2. of the Specific Conditions of Public Procurement, the Contracting Authority 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 Specific Conditions of Public Procurement, is sufficient for completing the contract.
   2. The Contractor is not subject to exclusion under the circumstances specified in point 8.1. of the Specific Conditions of Public Procurement within the scope of Article 108 Sections 1, 2 and 5 of the Act or in the circumstances specified in point 8.2. of the Specific Conditions of Public Procurement within the scope of Article 109 Section 1 Point 4 of the Act, if the Contractor proves to the Contracting Authority that he has met all of the following conditions set out in Article 110 Section 2 of the Act, i.e.:

1) the Contractor has repaired or undertook to repair the damage caused by a crime, a misdemeanour or misconduct, including repairing the damage through monetary compensation;

2) the Contractor has explained the facts and circumstances related to the crime, misdemeanour or misconduct and the resulting damage, actively cooperating with the relevant authorities, including law enforcement authorities, or the Contracting Authority, as appropriate;

3) the Contractor has taken specific technical, organisational and personnel measures appropriate to prevent further crimes, offences or misconduct, in particular:

1. cut all ties with persons or entities responsible for the Contractor's misconduct,
2. reorganised personnel,
3. implemented a reporting and control system,
4. created internal audit structures for monitoring compliance with provisions, internal regulations or standards,
5. introduced internal regulations regarding liability and compensation for non-compliance with provisions, internal regulations or standards.
   1. Taking into consideration the importance and specific circumstances of the Contractor's action, the Contracting Authority assesses whether the actions performed by the Contractor, referred to herein-above sufficiently demonstrate the Contractor’s reliability. If the actions undertaken by the Contractor are not sufficient to demonstrate his reliability, the Contracting Authority shall exclude the Contractor from the procedure.
   2. The Contractor is not subject to exclusion under the circumstances referred to in point 8.4.4. if, at the request of the Contracting Authority and within the deadline set by the Contracting Authority, the Contractor shall substitute the subcontractor, supplier or entity, whose capabilities the Contractor relies on, with another supplier or entity, whose capabilities the Contractor relies on, who does not belong to any of the categories of entities listed in points 8.4.1. – 8.4.3 of the Specific Conditions of Public Procurement.
   3. The Contractor is excluded pursuant to Article 111 of the Act.
   4. The Contracting Authority shall reject the tender on the grounds of Article 226 Section 1 Point 2) Letter a) of the Act if it has been submitted by a Contractor subject to exclusion from the procedure.
   5. The Contractor can be excluded by the Contracting Authority at any stage of the procedure.

**9. Conditions of participation in the procedure**

9.1. The Contractors, who meet the conditions of participation in the procedure, referred to in Article 112 Section 2 of the Act, may apply for the awarding of the contract; the conditions concern:

1. t**he ability to participate in business transactions** - the Contracting Authority withdraws from imposing a condition in this respect.
2. **permission to conduct specific economic or professional operations, as long as it results from separate provisions** - the Contracting Authority withdraws from imposing a condition in this respect.
3. **economic or financial situation** – the Contracting Authority withdraws from imposing a condition in this respect.
4. **technical or professional capacity**,

d.1) The Contracting Authority shall accept that the Contractor meets the aforementioned conditions if the Contractor demonstrates, in the list of contracts completed throughout the period of the last 5 years[[1]](#footnote-2) if the operation period is shorter - during the period that the Contractor duly executed **at least one delivery including a Micro-Nanofiber Morphology Analyser worth at least PLN 300,000 net**

specifying their value, subject matter, dates of performance and entities, which these deliveries were made for, and attaching evidence specifying whether these deliveries were made properly, the evidence in question being references or other documents prepared by the entity, which the supplies were made for, and if the Contractor, for reasons beyond his control, is unable to obtain these documents – the Contractor’s statement. Information shall be provided in Attachment 4a to the Specific Conditions of Public Procurement.

**If the Contractor completed a larger number of deliveries within the framework of one contract/agreement 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 procedure.**

If the Contractors submit documents containing amounts expressed in currencies other than PLN, the Contracting Authority 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 does not publish 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.

d.2) The Contracting Authority shall find that the Contractor meets the above-mentioned requirements regarding the availability of persons capable of executing the contract, who will be directed by the Contractor to perform the contract in the scope of the execution of the procurement subject matter, and shall consider that the Contractor meets this condition if he has one person (for each part of the contract) who will perform the duties of an engineer service and having the authorisation to service the procurement subject matter confirmed by a personal certificate of the manufacturer (or equivalent) and having experience in at least one delivery and commissioning of the Micro-Nanofiber Morphology Analyser, as well as information on the basis for employing these persons, together with information on their professional qualifications and authorisations, experience and education necessary to perform a public procurement, as well as the scope of activities performed by them and information on the basis for employing these persons. This information shall be provided in Attachment no. 4b to the Specific Conditions of Public Procurement.

9.2. When assessing technical or professional capacity the Contracting Authority may, at any stage of the proceedings, consider that the Contractor does not have the required capacity if the Contractor is engaged in conflicting endeavours, 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 case the Contractors applying for the public procurement jointly (consortium, civil law partnership) the provisions of point 10.16 et seq. of the Specific Conditions of Public Procurement.

9.4. In order to confirm that the conditions of 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 Specific Conditions of Public Procurement, confirms that the relationship between the Contractor and entities providing resources guarantees access to these resources and in particular specifies:

9.6.1) the scope of the 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 of the entity providing these resources in the process of the execution of the contract and the usage of these resources by the Contractor;

9.6.3) whether and to what extent the entity providing resources, whose capabilities  
 the Contractor relied on in relation to the conditions of participation  
 in the proceedings regarding education, professional qualifications or experience,  
 will carry out construction works or services, which the indicated   
 capabilities apply to.

9.7. The Contracting Authority assesses whether the technical or professional capacity made available to the Contractor by the entities providing resources or their financial or economic situation allow the Contractor to demonstrate compliance with the conditions of participation in the procedure referred to in point. 9.1.d) of the Specific Conditions of Public Procurement, the Contracting Authority also examines whether there are any grounds for exclusion against this entity that have been provided for against the Contractor

9.8. If the technical or professional capacity or economic or financial situation of the entity providing resources do not confirm that the Contractor meets the conditions of participation in the procedure or there are grounds for exclusion of this entity, the Contracting Authority shall request the Contractor to replace this entity with another entity or entities within the deadline specified by the Contracting Authority or to demonstrate that the Contractor himself meets the conditions of independent participation   
in the procedure.

9.9. After the deadline for submitting tenders, the Contractor may not rely on the capabilities or situation of entities providing resources if, at the stage of submitting tenders, he did not rely on the capabilities or situation of entities providing resources to a given extent.

9.10. With regard to the conditions relating to education, professional qualifications or experience, economic operators may rely on the capabilities of entities providing resources if these entities perform the services, which these resources are required for.

**10. List of statements and subjective means of evidence.**

* 1. Pursuant to Article 125 Section 1 of the Act, the Contractor shall attach a statement of non-exclusion and compliance, with the conditions of participation within the scope indicated by the Contracting Authority, to the tender.
  2. The declaration referred to in point 10.1. of the Specific Conditions of Public Procurement, shall be submitted using the Single European Procurement Document (hereinafter ESPD) form prepared consistently with the template set out in the Commission Implementing Regulation (EU) 2016/7 of 5 January 2016 establishing the standard form for the European Single Procurement Document (OJ L 3 06.01.2016, p. 16). This statement constitutes the evidence confirming the lack of grounds for exclusion and compliance with the conditions of participation in the procedure at the time of submission of tenders and temporarily replaces the personal means of proof required by the Contracting Authority.
  3. **Furthermore, in order to demonstrate the absence of grounds for exclusion pursuant to Article 5k of the Regulation 833/2014 amended by the Regulation 2022/576, the Contractor submits a declaration, the template of which is Attachment no. 3b to the Specific Conditions of Public Procurement.**
  4. In the event of a joint application for the contract by the Contractors, the statement, referred to in point 10.1. of the Specific Conditions of Public Procurement, is submitted by **each Contractor**. These statements confirm the absence of grounds for exclusion and compliance with the conditions of participation in the procedure in which each Contractor demonstrates compliance with the conditions of participation.
  5. The Contractor, in case of relying on the capabilities or situation of entities providing resources, presents, together with the declaration referred to in point 10.1., also a statement of the entity providing resources, confirming that there are no grounds for excluding this entity and that the conditions of participation in the procedure are met.
  6. Before selecting the most favourable tender, the Contracting Authority **shall summon the Contractor whose tender has been rated the highest** to submit the subjective evidence valid on the date of submission within the prescribed period, not shorter than 10 days:
     1. List of deliveries (according to the template constituting *Attachment no. 4a to the Specific Conditions of Public Procurement*) made no earlier than in the last 5 years, and if the period of running the business is shorter - during this period, along with their value, subject matter, date of execution, and the entity to which the delivery was made and attaching evidence determining whether the delivery was performed properly, the evidence in question being references or other documents prepared by the entity to which the delivery was made, and if the Contractor, for reasons beyond his control, is unable to obtain these documents – the Contractor's statement. The delivery indicated in the list should meet the conditions specified in point 9.1.d.1) of the Specific Conditions of Public Procurement.

List of persons (according to the template constituting Attachment no. 4b to the Specific Conditions of Public Procurement) which confirms that the Contractor meets the above-mentioned conditions regarding the availability of persons capable of performing the contract, i.e. one person (for each part of the contract) who will perform the duties of a service engineer and who is authorised to service the procurement subject matter confirmed by a manufacturer's personal certificate (or equivalent) and has experience in at least one delivery and launch of the Micro-Nanofiber Morphology Analyser and information on the basis for the disposal of these persons, together with information on their professional qualifications, authorisations, experience and education necessary to perform the public procurement, as well as the scope of activities performed by them and information on the basis for the disposal these people. The information must be provided in the Attachment no. 4b to the Specific Conditions of Public Procurement.

* + 1. **Information from the National Criminal Register** issued no earlier than 6 months before its submission,within the scope of:

a) Article 108 Section 1 Point 1 and 2 of the Act;

b) Article 108 Section 1 Point 1 and 2 of the Act, regarding a ban on applying for a public procurement as a punitive measure;

* + 1. **Statement of the Contractor, within the scope of Article 108 Section 1 Point 5 of the Act, on not belonging to the same capital group**, within the meaning of the Act of 16 February 2007 on competition and consumer protection (consolidated text Journal of Laws of 2021 item 275) with another Contractor, who submitted a separate tender, a partial tender, or a statement of belonging to the same capital group together with documents or information confirming the preparation of the tender or partial tender independently of another Contractor belonging to the same capital group - according to the template constituting Attachment no. 4 to the Specific Conditions of Public Procurement).
    2. **A copy or information from the National Court Register or the Central Registration and Information on Business**, within the scope of Article 109 Section 1 Point 4 of the Act, issued no earlier than 3 months before its submission, if separate provisions require entry in the register or registration.
    3. **The Contractor's statements about the validity of the information contained in the statement****,   
       referred to in Article 125 Section 1 of the Act** regarding the grounds for exclusion from the procedure referred to in:

a) Article 108 Section 1 Point 3 of the Act

b) Article 108 Section 1 Point 4 of the Act, regarding a ban on applying for a public procurement as a preventive measure,

c) Article 108 Section 1 Point 5 of the Act, regarding concluding an agreement with other Contractors aimed at distorting competition,

d) Article 108 Section 1 Point 6 of the Act

– according to the template constituting Attachment no. 3a to the*Specific Conditions of Public Procurement*.

* + 1. **The Contractor’s statement on the lack of grounds for exclusion pursuant to Article 7 Section 1** 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 2022 item 835) according to the template constituting Attachment no. 3c to the Specific Conditions of Public Procurement).
    2. **The Contractor's declarations on the validity of the information contained in the statement included in Attachment no. 3a to the Specific Conditions of Public Procurement regarding the grounds for exclusion pursuant to Article 5k of the Regulation 833/2014 as amended by the Regulation 2022/576 according to the template constituting Attachment no. 3d to the Specific Conditions of Public Procurement.**

10.7. If the Contractor's registered office or place of residence or the place of residence of the person, whom the document relates to, is outside of the Republic of Poland, instead of the documents referred to:

10.7.1. in Point 10.6.3. of the Specific Conditions of Public Procurement – 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 economic operator has its registered office or place of residence, in the scope referred to in Point 10.6.3. of the Specific Conditions of Public Procurement;

10.7.2. in Point 10.6.3. of the Specific Conditions of Public Procurement – the Contractor submits a document or documents issued in the country where the Contractor has its registered office or place of residence, confirming, respectively, that its liquidation has not been commenced, bankruptcy has not been declared, its assets are not managed by a receiver or a court, it has not concluded an arrangement with creditors, its business activity is not suspended or is not in any other similar situation resulting from a similar procedure under the legal provisions of the place where that procedure is initiated.

* 1. The document, referred to in Point. 10.7.1. of the Specific Conditions of Public Procurement, should be issued no earlier than 6 months before its submission. The Documents, referred to in Point 10.7.2. of the Specific Conditions of Public Procurement, should be issued no earlier than 3 months before their submission.
  2. If the Contractor's registered office or place of residence or the place of residence of the person, whom the document relates to, is in a country, where documents, referred to in Article 108 Section 1 Points 1, 2 and 4 of the Act, are not issued, they are replaced, respectively, in whole or in part, by a document containing, respectively, a statement of the Contractor, specifying the person or persons authorised to represent him, or a declaration of the person, whom the document was to refer to, made under oath, or, if the Contractor's registered office or place of residence or the place of residence of the person, whom the document was to relate to, is in a country, where there are no provisions on a declaration under oath, submitted before a judicial or administrative body, a notary public, a professional or economic self-government body competent for the registered office or place of residence of the Contractor or the place of residence of the person, whom the document was supposed to refer to. Point 10.8. of the Specific Conditions of Public Procurement applies.
  3. If it is necessary to ensure the proper conduct of the public procurement procedure, the Contracting Authority may, at any stage of the procedure, request Contractors to submit all or some of the subjective evidence valid on the date of their submission.
  4. If there are justified grounds for considering that the previously submitted subjective evidence is no longer valid, the Contracting Authority may at any time request the Contractor or Contractors to submit all or some of the subjective evidence current on the date of their submission.
  5. The Contracting Authority Party shall not request the submission of subjective evidence if:  
     it will be able to obtain them using free and publicly available databases, in particular public registers within the meaning of the Act of 17 February 2005 on the computerisation of activities of entities performing public tasks, as long as the Contractor provides data enabling access to these resources in the ESPD,
     1. the subjective means of evidence is a statement, the content of which corresponds to the scope of the statement referred to in Article 125 Section 1 of the Act.
  6. The Contractor is not obliged to submit subjective evidence that the Contracting Authority has if the Contractor indicates these resources and confirms their correctness and validity.
  7. If the Contractor indicates the availability of subjective evidence at specific websites of publicly available and free databases, the Contracting Authority requests the Contractor to provide a translation into Polish of the subjective evidence downloaded by the Contracting Authority.
  8. If the Contractor has not submitted the statement, referred to in Article 125 Section 1 of the Act, subjective means of evidence, other documents or statements submitted in the procedure or they are incomplete or contain errors, the Contracting Authority shall call on the Contractor to submit, correct or supplement them within the prescribed period, unless the Contractor's tender is subject to rejection regardless of their submission, supplementation or correction, or there are grounds for invalidating the procedure. The Contractor submits subjective evidence upon the request, referred to in the first sentence, valid on the date of its submission.
  9. The Contracting Authority may request explanations from Contractors, regarding the content of the statement, referred to in Article 125 Section 1 of the Act, or submitted subjective evidence or other documents or statements submitted in the procedure.

## Information for Contractors jointly applying for a public procurement (civil partnerships/consortiums)

* 1. In the case of Contractors jointly applying for the award of a contract, none of them may be excluded due to the failure to meet the conditions, referred to in Article 108 Section 1 and Article 109 Section 1 Point 4 of the Act, while Contractors shall demonstrate compliance with the conditions of participation in the procedure in accordance with Point 9 of the Specific Conditions of Public Procurement.
  2. In the case of Contractors jointly applying for the award of a contract, the statement,   
     referred to in Point. 10.1. of the Specific Conditions of Public Procurement is submitted by each of the Contractors jointly applying   
     for the award of the contract. These statements confirm the lack of grounds for exclusion and the fulfilment of the conditions of participation in the procedure to the extent that each of the Contractors demonstrates the fulfilment of the conditions of participation in the procedure and the lack of grounds for exclusion.
  3. The subjective means of evidence, referred to in Point 10.6. (10.6.1 – 10.6.8), are submitted by each of the Contractors jointly applying for the award of the contract, **at the request of the Contracting Authority**.

1. **Information on the method of communication between the Contracting Authority and Contractors and on the technical and organisational requirements for preparing, sending and receiving electronic correspondence and indication of persons authorised to communicate with Contractors.**
   1. Communication in the procedure, including the submission of tenders, exchange of information and transfer of documents or statements between the Contracting Authority and the Contractor, is carried out using electronic means of communication.
   2. Communication in the procedure is carried out in accordance with the Regulation of the Prime Minister of 30 December 2020 on the method of preparing and transferring information and technical requirements for electronic documents and electronic communication means in a contract award procedure or design contest (Journal of Laws of 2020, item 2452).
   3. The procedure is conducted in Polish, in electronic form via platformzakupowa.pl, hereinafter referred to as the Platform, available at: <https://platformazakupowa.pl/pn/lit>
   4. When entering this public procurement procedure, the Contractor:

11.4.a) accepts the terms of use of the purchasing platform, specified in the Regulations posted on the website available at: <https://platformazakupowa.pl/strona/1-regulamin>, in the ”Regulations” tab and considers it binding

11.4.b) has read and complies with the Instructions for submitting tenders available at the link <https://drive.google.com/file/d/1Kd1DttbBeiNWt4q4slS4t76lZVKPbkyD/view>

11.5. The Contracting Authority informs that **instructions for using the purchasing platform** regarding, in particular, logging in, downloading documentation, submitting requests for clarification of the content of the Specific Conditions of Public Procurement, submitting tenders and other activities undertaken in this procedure using the Platform, are available in the ”Instructions for Contractors” tab on the website available at: <https://platformazakupowa.pl/strona/45-instrukcje> .

11.6. In case of technical questions related to the operation of the Platform, please contact**the Platform’s Customer Support Center:** tel. (22) 101 02 02, e- mail address: cwk@platformazakupowa.pl

11.7. The person on the part of the Contracting Authority authorised to contact the Contractors in substantive matters relating to the procedure in question is Mr. Jarosław Lizińczyk - Head of the Public Procurement Department.

11.8. Communication between the Contracting Authority and the Contractors, including the transmission of all statements, applications, notices and information, will take place in electronic form via the Platform and the ”Send a message” form. The date of submission (receipt) of statements, applications, notifications and information is the date of their sending via the Platform by clicking the ”Send a message” button, after which a message will appear that the message has been sent to the Contracting Authority.

11.9. The Contracting Authority will provide information to Contractors in electronic form via the Platform. Information regarding answers to questions, changes to the Specific Conditions of Public Procurement, changes to the deadline for submission and opening of tenders will be posted by the Contracting Authority on the Platform in the ”Notices” section. Correspondence which, in accordance with applicable regulations, is addressed to a specific Contractor will be forwarded in electronic form via the Platform to this specific Contractor.

11.10. The Contractor, as a professional entity, is obliged to check notices and messages sent by the Contracting Authority directly on the Platform, as the notification system may fail or the notification may end up in the SPAM folder.

11.11. **The Contracting Authority is not responsible for submitting a tender in a manner inconsistent with the Instructions for using the Platform**, in particular for the situation when the Contracting Authority reads the content of the tender before the deadline for submitting tender (e.g. submitting a tender in the ”Send a message to the Contracting Authority” tab). Such a tender will be considered a commercial offer, by the Contracting Authority, and will not be taken into account in the procedure in question because the obligation provided for in Article 221 of the Act has not been fulfilled.

11.12. The Contracting Authority, in accordance with § 11 Section 2 of the Regulation of the Prime Minister of 30 December 2020 on the method of preparing and transferring information and technical requirements for electronic documents and electronic communication means in a contract award procedure or design contest (Journal of Laws of 2020, item 2452), specifies the necessary hardware and application requirements enabling work on the Platform i.e.:

- permanent access to the Internet with a guaranteed bandwidth of not less than 512 kb/s,

- PC or MAC computer, with the following configuration: memory min. 2 GB Ram, Intel IV 2 GHZ processor (or equivalent) or its newer version, one of the operating systems - MS Windows 7, Mac Os x 10 4, Linux or their newer versions,

- any web browser installed, in the case of Internet Explorer at least version 10.0,

- JavaScript enabled,

- installed Adobe Acrobat Reader or another program that supports the .pdf file format,

- The platform operates according to the standard adopted in network communication - UTF8 encoding,

- the time of data receipt by the purchasing platform is the date and exact time (hh:mm:ss) generated according to. local server time synchronised with the clock of the Central Office of Measures.

* 1. The Contracting Authority does not anticipate convening a meeting of all Contractors to clarify the content of the Specific Conditions of Public Procurement.
  2. The Contractor may submit a request to the Contracting Authority **to clarify the content of the Specific Conditions of Public Procurement**. The Contracting Authority Party is obliged to respond immediately, but no later than 6 days before the deadline for submitting tenders, provided that the request for clarification of the content of the Specific Conditions of Public Procurement was received by the Contracting Authority no later than 14 days before the deadline for submitting tenders.
  3. If the Contracting Authority does not provide explanations within the deadline, referred to in Point 11.14. of the Specific Conditions of Public Procurement, the Contracting Authority extends the deadline for submitting tenders by the time necessary for all interested Contractors to become familiar with the explanations necessary to properly prepare and submit the tender.
  4. If the request for clarification of the content of the Specific Conditions of Public Procurement has not been received within the deadline, referred to in Point 11.14. of the Specific Conditions of Public Procurement, the Contracting Authority is not obliged to provide explanations of the Specific Conditions of Public Procurement or to extend the deadline for submitting tenders.
  5. Extension of the deadline for submitting tenders, referred to in Point 11.15. of the Specific Conditions of Public Procurement, does not affect the deadline for submitting a request for clarification of the content of the Specific Conditions of Public Procurement, referred to in Point 11.14. of the Specific Conditions of Public Procurement.
  6. The content of the inquiries together with explanations is made available by the Contracting Authority, without disclosing the source of the inquiry on the website of the conducted procedure.

**12. Deposit requirements**

The Contracting Authority does not require a deposit.

1. **Form of submitted documents**
   1. Tenders, statements, referred to in Article 125 Section 1 of the Act (ESPD), subjective means of evidence, including the statement, referred to in Article 117 Section 4 of the Act, and the commitment of the entity providing resources, referred to in Article 118 Section 3 of the Act, the evidence in question, the power of attorney, is prepared in electronic form, in the formats specified in Regulation of the Council of Ministers of April 12, 2012 on the National Interoperability Framework, minimum requirements for public registers and electronic information exchange, and minimum requirements for ICT systems (consolidated text Journal of Laws of 2017 item 2247). Common formats that **DO NOT APPEAR** in the Regulation include: .rar .gif .bmp .numbers .pages. **Documents submitted in such files will be considered ineffectively submitted.**
   2. In the event that the subjective means of evidence, the objective means of evidence, other documents or documents confirming the authorisation to represent the Contractor, Contractors jointly applying for the award of a public procurement, an entity providing resources on the terms specified in Article 118 of the Act or a subcontractor who is not an entity providing resources on such terms, respectively, hereinafter referred to as ”documents confirming the authorisation to represent”, have been issued by authorised entities other than the Contractor, Contractor jointly applying for the award of a contract, entity providing resources or subcontractor, hereinafter referred to as ”authorised entities”, as an electronic document, such a document is submitted.
   3. If the subjective means of evidence, the objective means of evidence, other documents or documents confirming the authorisation to represent, have been issued by authorised entities as a document in paper form, a digital representation of this document with a qualified electronic signature, certifying the compliance of the digital representation with the document in the form of paper, is provided.
   4. By digital representation, referred to in Point 13.3. of the Specific Conditions of Public Procurement, shall be understood as an electronic document being an electronic copy of the content saved in paper form, enabling reading and understanding of this content, without the need for direct access to the original.
   5. Certification of compliance of the digital reproduction of the paper document, referred to in Point. 13.4. of the Specific Conditions of Public Procurement, is made in the case of:

1) subjective means of evidence and documents confirming the authorisation to represent the Contractor, Contractor jointly applying for the contract, entity providing resources or subcontractor, respectively, in the scope of subjective means of evidence or documents confirming the authorisation to represent that concern each of them;

2) the objective means of evidence - the Contractor or the Contractor jointly applying for the contract, respectively;

3) other documents - the Contractor or the Contractor jointly applying for the contract, respectively, in the scope of documents referring to each of them.

13.6. Subjective means of evidence, including the declaration referred to in Article 117 Section 4 of the Act, and the obligation of the entity providing resources, subjective means of evidence not issued by authorised entities, and the power of attorney shall be provided in electronic form and shall be signed with a qualified electronic signature.

13.7. If the subjective means of evidence, including the statement referred to in Article 117 Section 4 of the Act, and the obligation of the entity providing resources, the said means of evidence, not issued by authorised entities or a power of attorney, have been prepared as a document in paper form and bearing a handwritten signature, digital reproduction of this document, with a qualified electronic signature certifying the compliance of the digital reproduction with the document in paper form, is transferred.

13.8. Certification of compliance of the digital reproduction with the paper document, referred to in Point 13.7. of the Specific Conditions of Public Procurement, is made in the case of:

1) subjective means of evidence - respectively, the Contractor, Contractor jointly applying for the award of the public procurement, entity providing resources or subcontractor in the scope of subjective means of evidence that concern each of them;

2) objective means of evidence, the statement, referred to in Article 117 Section 4 of the Act, or the obligation of the entity providing resources - respectively, the Contractor or the Contractor jointly applying for the award of the public procurement;

3) power of attorney – the principal.

13.9. Certification of compliance of the digital reproduction with the paper document, referred to in Point. 13.8. of the Specific Conditions of Public Procurement, can also be made by a notary public.

**14. Description of the method of preparing and submitting the tender and documents required in the Specific Conditions of Public Procurement**

* 1. Contractors are obliged to carefully read the information contained in the Specific Conditions of Public Procurement and prepare their tender in accordance with the requirements specified in the document.
  2. The tender has to include:
     1. Completed **Tender form**, constituting *Attachment no. 2 to the Specific Conditions of Public Procurement*.
     2. Completed **Assortment and price sheet,** constituting *Attachment no. 1 to the Specific Conditions of Public Procurement*.

It is unacceptable for Contractors to make any changes to the content of the above attachment. The introduction of changes will result in rejection of the tender in accordance with the provisions of the Act. The Contracting Authority recommends using the form included in Attachment no. 1 to the Specific Conditions of Public Procurement provided by the Contracting Authority. It is allowed to submit an attachment prepared by the Contractors in the tender, provided that its content is identical to the sheet prepared by the Contracting Authority.

* + 1. **European Single Procurement Document** (ESPD) (statements, referred to in Article 125 Section 1 of the Act) – constituting *Attachment no. 3* to the Specific Conditions of Public Procurement.

The Contractor completes the ESPD by creating an electronic document. He may use the ESPD tool or other available tools or software that enable to complete the ESPD and create an electronic document. The current version of the instructions for completing the ESPD/ESPD can be found at the link

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

ATTENTION!

● In order to correctly submit a statement regarding the fulfilment of the conditions of participation in the procedure, the Contracting Authority only requires the Contractor to mark the answer - YES in the submitted European Single Procurement Document (ESPD), part IV: Qualification criteria in Point α - General declaration regarding all qualification criteria.

● The Contractor submits a statement regarding the grounds for exclusion, referred to in Article 7 Section 1 of the Act on Specific Solutions, by completing Part III - grounds for exclusion, section D - Grounds for exclusion of a national nature (grounds for exclusion of a purely national nature specified in the relevant notice or in the procurement documents).

* + 1. Statement regarding the lack of grounds for exclusion provided for in Article 5k of the Regulation 833/2014 as amended by Regulation 2022/576 (Attachment no. 3b to the Specific Conditions of Public Procurement),
    2. **A copy or information from the National Court Register, the Central Registration and Information on Business or another relevant register** to confirm that the person acting on behalf of the Contractor is authorised to represent him, unless the Contracting Authority can obtain it using free and publicly available databases, as long as the Contractor has provided data enabling access to these documents. **ATTENTION: In the case of Contractor listed in the National Court Register or the Central Registration and Information on Business, the Contracting Authority shall recognise that providing the Contractor’s NIP and REGON numbers, in Point 1 of the Tender Form, shall be sufficient to obtain access to the above-mentioned documents.**

- If a person, whose authorisation to represent the Contractor does not result from the documents referred to in the first sentence, acts on behalf of the Contractor, the Contracting Authority requests from the Contractor a power of attorney or another document confirming the authorisation to represent the Contractor.

- The provision, referred to in the second sentence, shall apply accordingly to a person acting on behalf of Contractors jointly applying for the award of a public procurement.

- The provisions, referred to in the first and second sentence, shall apply accordingly to a person acting on behalf of an entity providing resources on the terms set out in Article 118 of the Act or a subcontractor who is not an entity providing resources on such terms.

* + 1. **Obligation of the entity providing resources**, referred to in Article 118 Section 3 of the Act (if applicable).

14.3. The form of the submitted documents has been provided in Point 13 of the Specific Conditions of Public Procurement.

14.4. The tender, together with the required documents, shall be uploaded to the Platform available at:<https://platformazakupowa.pl/pn/lit> on the website of the ongoing procedure. After completing the Tender Submission Form and uploading all required attachments, click the ”Go to summary” button. The date of submitting a tender is the date of its submission in the system (Platform) in the second step of submitting a tender, by clicking the ”Submit tender” button and displaying a message that the tender has been encrypted and submitted.

14.5. The use of the Purchasing Platform by the Contractor is free of charge;

14.6. The Contractor may submit only one offer, for one, two or all parts of the procurement;

14.7. The content of the tender must be consistent with the requirements of the Contracting Authority specified in the procurement documents.

14.8. Documents and statements should be submitted by the Contractor in Polish. In the event of attaching documents, prepared in a language other than the approved one, the Contractor is obliged to attach a translation into Polish.

14.9. The tender may be submitted only until the deadline for submitting tenders.

14.10. The Contractor may withdraw the tender until the deadline for submitting tenders.

14.11. The method of submitting tenders, changing or withdrawing a tender is provided in the instructions available on the website at: <https://platformazakupowa.pl/strona/45-instrukcje>.

14.12. **A tender submitted electronically must be signed with a qualified electronic signature**. In the process of submitting a tender via the Platform, the Contractor should directly sign directly the documents sent via the Platform. We recommend signing each attached file separately, in particular those indicated in Article 63 Section 1 of the Act, where it is noted that the tenders and the statement, referred to in Article 125 Section 1 of the Act, are prepared in electronic form and bear a qualified electronic signature, otherwise shall be null and void.

14.13. Information constituting a trade secret, within the meaning of the Act of April 16 1993 on combating unfair competition (consolidated text: Journal of Laws of 2020 item 1913), shall not be disclosed if the Contractor, along with providing such information, has stipulated that it cannot be made available and has demonstrated that the proprietary information constitutes a trade secret. The Contractor may not restrict the information referred to in Article 222 Section 5 of the Act.

14.14. If the electronic documents in the procedure, transmitted using electronic means of communication, contain information constituting a trade secret of the procedure, within the meaning of the provisions of the Act of 16 April 1993 on combating unfair competition (consolidated text: Journal of Laws of 2023 item 1689), the Contractor, in order to keep this information confidential, provides it in a separate and appropriately marked file. The tender submission form on the Platform includes a place designated for attaching a part of the tender constituting a trade secret.

14.15. Qualified signatures used by Contractors in order to sign sign any files must comply with “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”.

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

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

14.18. The Contracting Authority recommends:

1. the use of formats: .pdf .doc .xls .jpg (.jpeg) **with particular emphasis on .pdf**
2. In order to possibile compress data, the use of one of the following formats: .zip, 7Z
3. Due to the low risk of violating the integrity of the file and easier verification of the signature, the Contracting Authority recommends, if possible, converting the files constituting the tender into the .pdf format and providing them with a qualified PAdES signature.
4. Files in formats other than PDF are recommended to have an external XAdES signature. The Contractor shall remember to submit the file with the signature together with the signed document.
5. The Contracting Authority recommends that the same type of signatures should be used if the file is signed by several people, Signing with different types of signatures may lead to issues with file verification.
6. The Contracting Authority recommends that the Contractor tests the possibility of the correct use of the selected method of signing the tender files in advance.
7. The tender must be prepared with due care and maintaining an appropriate period of time to complete the acceptance of tenders. We suggest submitting your tender a few hours before the tender submission deadline.
8. When signing files, it is recommended to use the SHA2 hash algorithm instead of SHA1.
9. If the Contractor packs documents, e.g., in a ZIP file, we recommend signing each compressed file beforehand.
10. The Contracting Authority recommends using a signature with a qualified timestamp.
11. The Contracting Authority recommends not to introduce any changes to the files after signing them with a qualified signature. This may result in a violation of the integrity of the files, which will be equivalent to the necessity to reject the tender in the procedure.
    1. Contractors shall bear all costs related to the preparation and submission of the tender, including costs incurred for acquiring a qualified electronic signature;
    2. The minutes of the proceedings are public and **available upon request.** Attachments to the minutes are made available after the selection of the most advantageous tender or the cancellation of the procedure, however, the tenders, together with the attachments, are made available immediately after the opening of the tenders, but no later than within 3 days from the date of opening the tenders and no information, that may be of confidential nature, is made available.
    3. When applying for the award of a public procurement, the Contractor is obliged to fulfil the information obligation provided for in Article 13 of the GDPR towards natural persons, who personal data concern and whom the Contractor directly obtained this data from (these will be in particular natural persons: directed to perform the contract, subcontractors, third entities, proxies, members of management bodies). The information obligation, under Article 13 GDPR, will not apply if and to the extent that it does not apply if and to the extent that the data subject already has this information (Article 13 Section 4 GDPR). In addition, the Contractor is obliged to fulfil the information obligation arising from Article 14 of the GDPR towards natural persons, whose data it provides to the Contracting Authority Party and whose data it has obtained indirectly, unless at least one of the inclusions, referred to in Article 14 Section 5 of the GDPR, applies. In order to ensure that the Contractor has completed the above-mentioned information obligations and protection of the legitimate interests of a third party, whom the data was transferred to in connection with the Contractor's participation in the proceedings, the Contracting Authority Party obliges the Contractor to submit a statements on the fulfilment of the information obligations provided for in Article 13 or Article 14 of the GDPR. Appropriate statements are included in Point 14 of the Tender Form constituting *Attachment no. 2 to the Specific Conditions of Public Procurement.*
12. **Tender validity period**
    1. The Contractor remains bound by the tender for a period of 90 days, i.e., until **24.02. 2024**. The tender validity period begins with the expiry of the tender submission deadline.
    2. If the most advantageous tender is not selected before the expiry of the tender validity period, the Contracting Authority, before the expiry of the tender validity period, once requests the Contractors to consent to extending this deadline by a period indicated by the Contracting Authority not longer than 60 days.
    3. Extension of the tender validity period, referred to in Point 15.2. of the Specific Conditions of Public Procurement, requires the Contractor to submit a written statement of consent to extend the validity period of the tender.
    4. Extension of the tender validity period, referred to in Point. 15.2. of the Specific Conditions of Public Procurement, occurs with the extension of the deposit validity period or, if this is not possible, with the submission of a new deposit for the extended tender validity period.

**16.** **Place and date of opening of tenders**

* 1. The tender with attachments should be submitted via the Platform available at: <https://platformazakupowa.pl/pn/lit> no later than  **27.11.2023 r. at 9:30 a.m.**
  2. **The tenders will be opened on 27.11.2023 r. at 10:00 a.m. via the Platform.**
  3. In the event of a failure of the Platform, which would result in the inability to open tender within the time specified by the Contracting Authority, the tenders will be opened immediately after the failure is removed.
  4. The Contracting Authority shall inform about the change in the tender opening date on the website of the conducted procedure.
  5. The Contracting Authority shall make the information, on the amount he intends to allocate to finance the contract, available no later than before the opening of tender.
  6. Immediately after opening the tenders, the Contracting Authority shall provide information on the following issues, on the Platform in the ”Notices” tab on the website of the given procedure:

16.6.1) names or names and surnames and registered offices or places of business activity or places of residence of the Contractors whose tenders were opened;

16.6.2) prices included in the tenders.

**17. Subcontracting**

* 1. The Contracting Authority does not **reserve** the Contractor’s obligation to personally perform key parts of the contract.
  2. The Contractor may entrust the execution of the remaining parts of the contract to a subcontractor.
  3. The Contracting Authority requests the Contractor to indicate the parts of the contract, the performance of which he intends to entrust to subcontractors, and provide the names of any subcontractors, if they are already known, in the Tender Form.

**18. Description of how the price is calculated**

* 1. The price provided in the tender should be expressed in Polish zlotys as a gross price with VAT in % at the applicable rate.
  2. It is not allowed to provide the price in price ranges.
  3. The price specified in the tender shall be fixed, i.e., it will not change during the tender validity period (binding) and the period of implementation (execution) of the procurement subject matter.
  4. The price provided in the tender shall be provided in the Tender Form - ***Attachment no. 2 to the Specific Conditions of Public Procurement*** in digital and verbal form as well as in the Assortment and Price Sheet (constituting ***Attachment no. 1 to the Specific Conditions of Public Procurement***) in digital form.
  5. A valuation, that shows that the procurement subject matter, offered by the Contractor, will have a price of zero (PLN 0.00), is unacceptable.
  6. **The tender price shall include all costs related to the execution of the procurement subject matter and the conditions set by the Contracting Authority, in particular the production, transport, assembly, commissioning and checking of the device at the Contracting Authority's registered office, as well as the possible costs of consumables, travel, accommodation and meals of the implementation staff, installation and commissioning of the device, costs of training the Contracting Authority's employees at his registered office to the extent necessary to use the device.**
  7. **The tender price in Polish zlotys** (i.e., the price resulting from the Tender Form and the Assortment and Price Sheet), **submitted by Contractor from the territory of Poland,** shall be provided as follows: **gross price** as indicated in the structure of the Assortment and Price Sheet. In the 4a point of the Tender Form, domestic Contractors enter the value recorded in the ”Total” line of the Assortment and Price Sheet as **The gross tender price offered by Contractors from the territory of Poland.**
  8. **The tender price in Polish zlotys** (i.e., the price resulting from the Tender Form and the Assortment and Price Sheet), **submitted by foreign Contractors,** shall be provided as follows: **net price**. In the Assortment and Price Sheet, foreign Contractors enter the net unit price in the ”Gross unit price in PLN” column and the value resulting from multiplying the value in columns 4 by 5, while making changes (deleting) the word ”gross” in both columns and replacing (entering) with the word ”net” in the ”Gross tender price (4x5) in PLN” column. The value in the ”Total” line should be entered in accordance with the value entered as ”Gross tender price (4x5) in PLN”. In point 4b of the Tender Form, foreign Contractor enter the value recorded in the ”Total” linę of the Assortment and Price Sheet as **The net tender price in Polish zlotys offered by foreign Contractors**.

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

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

* 1. If a tender has been submitted, the selection of which would result in the Contracting Authority being subject to tax obligations, in accordance with the Act of 11 March 2004 on tax on goods and services (Journal of Laws of 2023 item 1570 as amended), for the purposes of applying the price criterion, the Contracting Authority adds, the amount of tax on goods and services that he would be obliged to settle, to the price presented in this tender.
  2. In the tender, referred to in Point 18.9 of the Specific Conditions of Public Procurement, the Contractor is obliged to:

1) informing the Contracting Authority that the selection of his tender will result in the Contracting Authority being subject to tax liability;

2) indicate the name (type) of the goods or services, the supply or provision of which will lead to tax liability;

3) indicate the value of the goods or services subject to the Contracting Authority's tax liability, without the amount of tax;

4) indicate the tax rate on goods and services that, according to the Contractor's knowledge, shall apply.

18.11. If the offered price or cost, or their significant components, seem abnormally low, in relation to the procurement subject matter, or raise the Contracting Authority's doubts as to the possibility of performing the subject of the contract in accordance with the requirements specified in the procurement documents or resulting from separate regulations, the Contracting Authority requests explanations from the Contractor, including submitting evidence regarding the calculation of the price or cost, or their significant components. Clarifications may concern in particular:

1. production process management;
2. selected technical solutions, exceptionally favourable delivery conditions;
3. originality of the supplies offered by the Contractor;
4. compliance with the provisions on labor costs, the value of which, used for determining the price, cannot be lower than the minimum wage or the minimum hourly rate, determined on the basis of the provisions of the Act of 10 October 2002 on minimum wage (consolidated text, Journal of Laws of 2020, item 2207) or separate provisions relevant to matters related to the contract being implemented;
5. compliance with the law within the meaning of the provisions on proceedings in matters relating to state aid;
6. compliance with labor law and social security regulations applicable in the place where the contract is carried out;
7. compliance with environmental protection regulations;
8. fulfilling obligations related to entrusting the performance of part of the contract to a subcontractor.

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

18.12.1) the value of the contract increased by the applicable tax on goods and services, determined before the initiation of the proceedings or the arithmetic average of the prices of all submitted tenders that cannot be rejected pursuant to Article 226 Section 1 Point. 1 and 10 of the Act, the Contracting Authority requests the explanations referred to in Point. 18.11 of the Specific Conditions of Public Procurement, unless the discrepancy results from obvious circumstances that do not require explanation;

18.12.2) the value of the contract increased by the tax due on goods and services, updated taking into account the circumstances that occurred after the initiation of the procedure, in particular a significant change in market prices, the Contracting Authority request the explanations referred to in Point 18.11 of the Specific Conditions of Public Procurement.

18.13**.** The obligation to demonstrate that the tender does not contain an abnormally low price or cost rests with the Contractor.

18.14**.** The tender of the Contractor, who has not provided explanations within the prescribed period, or if the submitted explanations and evidence do not justify the price or cost provided in the tender, will be rejected as a tender with an abnormally low price or cost.

18.15. The Contracting Authority corrects in the tender:

1. obvious clerical errors,
2. obvious accounting errors, taking into account the accounting consequences of the corrections made,
3. other errors consisting in non-compliance of the tender with the contract documents, which do not result in significant changes in the content of the tender,

18.16. Examples of obvious accounting errors corrected by the Contracting Authority:

a) in the case of multiplying unit prices and the number of units of measurement:

- if the calculated price does not correspond to the product of the unit price and the number of units of measurement, it is assumed that the number of units of measurement and the unit price have been correct,

- if the price is given in words and numbers discrepantly, it is assumed that the number of units of measurement and the unit price have been provided correctly, as well as the price entry that corresponds to the price calculation.

b) in the case of summing prices for individual items in a part:

- if the calculated price does not correspond to the sum of prices for the items, it is assumed that the prices for individual items have been provided correctly,

c) if the sum of prices for the items recorded in the Assortment and Price Sheet does not correspond to the price entered in the Tender Form, the Contracting Authority shall accept the price entered in the Assortment and Price Sheet as the correct price,

18.17. In the case, referred to in Point 18.15.c) of the Specific Conditions of Public Procurement, The Contracting Authority Party sets an appropriate deadline for the Contractor to consent to correcting an error in the tender or contesting its correction. Failure to respond within the prescribed period is deemed to constitute consent to the correction of the error.

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

Settlements between the Contracting Authority and the Contractor shall be made only in PLN, rounded to two decimal places. The Contracting Authority does not provide for the possibility of making settlements in foreign currencies.

**20. Description of the criteria that the Contracting Authority shall use when selecting the tender, including the weights of these criteria and the method of evaluating the tender**

Tenders will be assessed (separately for each part) according to the following criteria with a specific percentage:

20.1.1. Gross tender price 60 % (0,60 weight)

20.1.2. Extension of the warranty period 40 % (0,40 weigh)

20.2. Each criterion was assigned a weight determined by percentage.

20.3. In order to select the most advantageous tender, the Contracting Authority shall use the following formula:

*W*n  = (*A*n ´ 0,60) + (*G*n ´ 0,40) Point

where *W*n  - n tender evaluation index.

*A*n  - number of points in the gross price criterion of the tender n

*G*n – number of points in the criterion of extending the tender n warranty period

20.4. The Contracting Authority shall evaluate the elements of the tender corresponding to the above-mentioned criteria, and each criterion shall be subject to the following point assessment:

20.4.1. Gross tender price *A*n = from 0 to 100 points

20.4.2. Extension of the warranty period *G*n = from 0 to 100 points

Ad 20.4.1. Gross tender price An

Scoring for the gross price of the tender shall result from the gross value offered in the Tender Form in Point 4.1. The number of points for the tender n shall be calculated according to the formula:

*A*n = (pricemin /pricen) ´ 100 points

where pricemin – the lowest proposed gross tender price

pricen – gross price proposed in the tender n

Ad 20.4.2. Extension of the warranty period *G*n

The score for the gross price of the tender shall result from the information contained in the content of the Tender Form in Point 5.1. The number of points for the tender n shall be awarded as follows:

1. the Contractor does not tender to extend the warranty beyond the required period of 12 months – 0 points
2. the Contractor offers to extend the warranty by 12 months beyond the required period of 12 months (i.e. 24 months in total) – 100 points

*G*n = the offered warranty extension period

20.5. The tender that receives the highest number of points in the total score shall be selected as the most advantageous one.

20.6. If it is not possible to select the most advantageous tender due to the fact that two or more tenders present the same balance of price and other tender evaluation criteria - in a given part, the Contracting Authority shall select, from among these tenders, the tender that has received the highest rating in the criterion with the highest weight, i.e. in the price criterion, and if tenders with the same price have been submitted, the Contracting Authority shall call on the Contractors who have submitted tenders within the deadline specified by the Contracting Authority to submit additional tenders containing the new price.

20.7. The Contracting Authority selects the most advantageous tender within the tender validity period specified in the contract documents.

20.8. If the tender validity period has expired before the selection of the most advantageous tender, the Contracting Authority shall call on the Contractor, whose tender has received the highest rating, to express written consent to the selection of its tender within the time limit set by the Contracting Authority.

20.9. In the case of the lack of permission, referred to in Point 20.8 of the Specific Conditions of Public Procurement, the Contracting Authority requests such consent from the next Contractor, whose tender has been rated the highest, unless there are grounds for invalidating the procedure.

20.10. Immediately after selecting the most advantageous offer, the Contracting Authority also informs the Contractors, who submitted tenders, about:

* + 1. selecting the most advantageous tender, providing the name or first name and surname, registered office or place of residence, if it is the place of business of the Contractor whose tender has been selected, and the name or first name and surname, registered office or place of residence, if they are the place of business of the Contractors who have submitted the tenders, as well as the score awarded to the tenders in each tender evaluation criterion and the total score
    2. Contractors, whose tender have been rejected – providing factual and legal justification.
  1. The Contracting Authority shall immediately make available the information referred to in Point 20.10.1) of the Specific Conditions of Public Procurement, on the website of the ongoing procedure.
  2. The Contracting Authority may not disclose the information, referred to in Point 20.10. of the Specific Conditions of Public Procurement, if its disclosure would be contrary to important public interest.

**21. Information about the formalities that should be completed after selecting the tender in order to conclude a public procurement contract**

* 1. The Contracting Authority shall conclude an agreement with the Contractor who has offered the most favourable balance in the tender evaluation criteria indicated in this procedure.
  2. The Contracting Authority shall conclude a public procurement contract within a period of no less than 10 days from the date of sending the notice of selection of the most advantageous tender, if the notice has been sent using electronic means of communication, or 15 days – if it has been sent in another way.
  3. Before the deadlines specified in Point 21.2. of the Specific Conditions of Public Procurement, the Contracting Authority shall conclude a contract if only one tender has been submitted in the procedure.
  4. A draft contract constitutes Attachment no. 5 to the Specific Conditions of Public Procurement.

1. **Requirements for securing proper performance of the contract**

The Contracting Authority does not require the submission of a security for the proper performance of the contract (before concluding the contract).

1. **Information on the legal protection measures available to the Contractor during the public procurement procedure**
   1. Legal protection measures are included in Section IX of the Act.
   2. The right to appeal is:

23.2.a) an action of the Contracting Authority that is inconsistent with the provisions of the Act, undertaken in a public procurement procedure, a framework agreement, a dynamic purchasing system, a Contractor qualification system or a competition, including the draft provision of the agreement;

23.2.b) a failure to act in a public procurement procedure, a framework agreement, a dynamic purchasing system, a Contractor qualification system or a competition, which the Contracting Authority has been obliged to perform under the Act;

23.2.c) failure to conduct a public procurement procedure or organise a competition pursuant to the Act, even though the Contracting Authority has been obliged to do so.

* 1. An appeal is filed:
  2. within 10 days from the date of providing information about the Contracting Authority's activity constituting the basis for its submission, if the information has been provided using electronic means of communication
  3. 15 days from the date of providing information about the Contracting Authority's activity constituting the basis for its submission, if the information has been provided in a manner other than that specified in point and).
  4. An appeal against the content of the notice initiating the public procurement procedure or against the content of the procurement documents must be filed within 10 days from the date of publication of the notice in the Official Journal of the European Union or the publication of the procurement documents on the website.
  5. Appeal against actions other than those specified in points 23.2. and 23.4. of the Specific Conditions of Public Procurement must be filed within 10 days from the date, on which the knowledge of the circumstances constituting the basis for its filing has been acquired or could have been acquired with due diligence.
  6. The appeal is submitted to the President of the National Appeals Chamber.
  7. Documents in appeal procedure must be submitted in writing or electronically or in electronic form, however, an appeal and initiating appeal proceedings submitted in electronic form must be accompanied by a trusted signature.
  8. Letters in writing must be submitted via the postal operator, within the meaning of the Act of 23 November 2012 – Postal law, in person, via a messenger, and documents in electronic form are submitted using electronic means of communication.
  9. The appellant shall provide the Contracting Authority with an appeal filed electronically or in electronic form, or a copy of the appeal if it has been filed in writing, before the deadline for submitting an appeal, so that he can become familiar with its content before the expiry of that deadline.
  10. It is presumed that the Contracting Authority could have become familiar with the content of the appeal before the deadline for its submission, if the appeal or its copy was sent, respectively, before the deadline for its submission using electronic means of communication.
  11. The appeal contains:

1) name and surname or name, place of residence or registered office, telephone number and e-mail address of the appellant and name and surname of the representative (representatives);

2) name and registered office of the Contracting Authority, telephone number and e-mail address of the Contracting Authority;

3) the number of the universal electronic population registration system (PESEL) or NIP (Tax Identification Number) of the appellant who is a natural person, if he is obliged to have it or has it without being obliged to do so;

4) number in the National Court Register, and in the absence thereof – number in another appropriate register, record or tax identification number of the appellant who is not a natural person, who is not obliged to be entered in the relevant register or record, if he is obliged to have it;

5) specification of the procurement subject matter;

6) indication of the announcement number in the case of inclusion in the Public Procurement Bulletin or publication in the Official Journal of the European Union;

7) indication of the Contracting Authority's act or omission to act which is alleged to be non-compliant with the provisions of the Act or indication of failure to conduct a public procurement procedure or organise a competition pursuant to the Act;

8) concise statement of the allegations;

9) request as to how the appeal should be resolved;

10) indication of the factual and legal circumstances justifying the filing of an appeal and evidence supporting the cited circumstances;

11) signature of the appellant or his representative or representatives;

12) list of attachments.

23.12. The appeal contains the following attachments:

a) proof of payment of the appeal fee in the required amount;

b) proof of forwarding the appeal or a copy thereof to the Contracting Authority, respectively;

c) document confirming the authorisation to represent the appellant.

23.13. Against the judgment of the National Appeals Chamber and the decision of the President of the National Appeals Chamber, referred to in Article 519 Section 1 of the Act, the parties and participants in the appeal proceedings may file a court complaint to the District Court in Warsaw – public procurement court, through the President of the National Appeals within 14 days from the date of delivery of the ruling of the Chamber or the decision of the President of the Chamber referred to in Article 519 Section 1 of the Act, simultaneously sending a copy thereof to the opponent of the complaint. Filing a complaint at the post office of the designated operator, within the meaning of the Act of 23 November 2012 - Postal Law, is equivalent to submitting it.

1. **GDPR INFORMATION CLAUSE.** 
   1. According to Article 13 Section 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 EU L 119 4.5.2016, p. 1; hereinafter referred to as the ”GDPR”) we inform that:
2. The administrator of your personal data is the Łukasiewicz Research Network – Łódź Institute of Technology with its registered office at 19/27 Marii Skłodowskiej-Curie St., 90-570 Łódź;
3. The Administrator has appointed a Data Protection Inspector who can be contacted via e-mail: iod@lit.lukasiewicz.gov.pl;
4. Your personal data will be processed for purposes related to the public procurement procedure in question, conducted within the framework of an open tender, under the name ”Delivery of scientific equipment within the framework of the project ”Establishment and launch of the BIO-MAS Research and Development” – stage I”- procedure no. FO-Z/ŁIT/41/2023, Your personal data will be processed because it is necessary to fulfil the legal obligation imposed on the administrator (Article 6 Section 1 Letter c GDPR in accordance with the provisions of the Act of 11 September 2019 Public Procurement Law, hereinafter referred to as the PPL Act).
5. the recipients of your personal data shall be persons or entities, which the documentation of the proceedings shall be made available to, pursuant to Article 18 and 74 of the PPL Act;
6. The storage period for your personal data is as follows:

- according to Article 78 Section 1 and 4 of the PPL Act, for a period of 4 years from the date of completion of the public procurement procedure,

- if the duration of the contract exceeds 4 years, the storage period covers the entire duration of the contract;

- in the case of contracts co-financed from EU funds for the period referred to in Article 125 Section 4 Letter d) in conjunction with Article 140 of the Regulation (EU) No 1303/2013 of the European Parliament and of the Council and resulting from contracts for co-financing projects financed from EU funds;

- the storage period also results from the Act of 14 July 1983 on the national archival resources and archives.

1. the storage period results from your obligation to provide personal data directly concerning you, it is a statutory requirement specified in the provisions of the PPL Act, related to participation in public procurement procedures. The consequences of failure to provide specific data result from the PPL Act as well as from the Act of 14 July 1983 on the national archival resources and archives;
2. With respect to your personal data, decisions shall not be made in an automated manner, pursuant to Article 22 of the GDPR.
3. You have:
4. pursuant to Article 15 of the GDPR, the right to access your personal data, this right may be limited pursuant to Article 75 of the PPL Act, and the Contracting Authority may request the requesting person to provide additional information to specify the name or completion date of the public procurement procedure.
5. pursuant to Article 16 of the GDPR, the right to rectify or supplement your personal data, this right may be limited pursuant to Article 19 Section 2 and Article 76 of the PPL Act, however, exercising the right to rectify or supplement may not result in a change in the outcome of the public procurement procedure or changing the provisions of the contract to the extent inconsistent with the PPL Act and may not violate the integrity of the protocol and its attachments;
6. pursuant to Article 18 Section 1 of the GDPR, the right to request the administrator to limit the processing of personal data, subject to the cases referred to in Article 18 Section 2, this right may be limited pursuant to Article 19 Section 3 and Article 74 Section 3 of the PPL Act, while the right to the restriction of processing does not apply in relation to storage, to ensure the exercise of legal remedies or to protect the rights of another natural or legal person, or for reasons of important public interest of the European Union or a Member State, and does not restrict the processing of personal data until the conclusion of the public procurement procedure;
7. the right to file a complaint with the President of the Personal Data Protection Office if you believe that the processing of your personal data violates the provisions of the GDPR;
8. You are not entitled to:
9. in connection with Article 17 Section 3 Letter b, d or e of the GDPR, the right to delete personal data;
10. the right to transfer personal data referred to in Article 20 of the GDPR;
11. pursuant to Article 21 of the GDPR, the right to object to the processing of personal data, as the legal basis for the processing of your personal data is Article 6 Section 1 Letter c of the GDPR;
    1. At the same time, the Contracting Authority reminds you of your information obligation under Article 14 of the GDPR towards natural persons whose data shall be provided to the Contracting Authority in connection with the procedure and which the Contracting Authority shall indirectly obtain from the Contractor participating in the procedure, unless at least one of the exclusions, referred to in Article 14 Section 5 of the GDPR, applies.
12. **FINAL PROVISIONS**

In matters not regulated by these specific conditions, the provisions of the Act of 11 September 2019 Public Procurement Law apply (Journal of Laws of 2023 item 1605).

The contract will be processed in accordance with the law in force in the Republic of Poland, based on the above-mentioned Act and the Civil Code.

**Attachment no. 2 to the Specific Conditions of Public Procurement**

**TENDER FORM**

**1. Name and address of the entity submitting the tender:**

|  |  |
| --- | --- |
| **Company name** |  |
| **Contractor’s address** |  |
| **Correspondence address** |  |
| **Voivodeship which the Contractor is based in** |  |
| **NIP** |  |
| **REGON** |  |
| **Phone no.** |  |
| **E-mail address** |  |
| **Contact person** |  |
| **Enterprise category** | □**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  *(Attention! Please enter ”X” in the appropriate box)* |

1. **Contracting Authority:** **Łukasiewicz Research Network – Łódź Institute of Technology, 90-570 Łódź, 19/27 Marii Skłodowskiej-Curie St.**
2. **Procurement subject matter**: The procurement subject matter is the delivery of scientific equipment within the framework of the projekt ”Establishment and Launch of the BIO-MAS Research and Development Center” – stage I (the delivery includes brand new equipment).

**4. Tender price in Polish zlotys** (the price resulting from Attachment no. 1 to the Specific Conditions of Public Procurement – Assortment and Price Sheet, shall be entered)**.**

**4.1. Micro-Nanofiber Morphology Analyser**

**a)**

|  |  |
| --- | --- |
| **Gross tender price in Polish zlotys**  **offered by Contractors from Poland \*** | ….. PLN |
| In words: ………………………………………………………………………………………………. | |

**\* the table is completed only by Contractors from Poland (not by foreign Contractors)**

**b)**

|  |  |
| --- | --- |
| **Net tender price in Polish zlotys**  **offered by foreign Contractors** \*\* | ….. PLN |
| In words: ………………………………………………………………………………………………. | |

**\*\* the table is completed only by foreign Contractors (not by Contractors from Poland)**

1. **Extension of the warranty period:**

|  |  |  |
| --- | --- | --- |
| **No.** | **Extension of the warranty period** | |
| 1. | I do not tender the extension of the warranty beyond the required period of 12 months | …..\* |
| 2. | I tender an extension of the warranty by 12 months beyond the required period of 12 months (i.e. 24 months in total) | …..\* |

***\**** If the correct warranty period is offered, please mark it with an ”X”

1. **Contract completion date:**

The contract completion date is set by the Contracting Authority for the period of 40 days from the date of conclusion of the agreement regarding this contract, but no later than December 10, 2023

1. **Invoice payment due date:**

The Contracting Authority shall pay the remuneration for the procurement subject matter within 30 days from the date of its issuance and delivery to the Contracting Authority. The fact that the delivery has been completed must be documented by a handover report signed by both parties.

1. I declare that:

1. After reading the conditions of the procurement presented in the Specific Conditions of Public Procurement and the attachments to the Specific Conditions of Public Procurement, I fully accept them and have no objections to them,

2. I accept the conditions specified in the draft provisions of the agreement constituting Attachment no. 5 to the Specific Conditions of Public Procurement and have no objections to its content,

3. I accept the presented warranty and service conditions,

4. The procurement subject matter meets the standards allowing it to be sold in the EU,

4. I submit all declarations required in this procurement procedure with the awareness of criminal liability for submitting false declarations in order to obtain financial benefits,

5. Personal data provided in the tender and attachments are processed and made available to the Contracting Authority in accordance with Article 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 EU L 119 4.5.2016].

1. **I intend\* / I do not intend\*** to entrust the performance of the following parts of the contract ………………………………………… to the following subcontractors (if known, provide the subcontractors’ companies) …………………………………………………………………………………………………………………..

\* delete inappropriate

1. We are bound by the tender for the period indicated in the Specific Conditions of Public Procurement.
2. The selection of my tender will result in the Contracting Authority being subject to tax obligations in accordance with the Act of 11 March 2004 on tax on goods and services (Journal of Laws of 2023 item 1570 as amended), in terms of ………………………………………………………………………………………………………..

(please indicate the name (type) of the good or service the supply or provision of which will lead to tax liability) worth …………………………………….…………

(please indicate the value of the goods or services subject to the Contracting Authority's tax liability, without the tax amount), and the tax rate on goods and services that, according to the Contractor's knowledge, shall apply is………………….. (indicate the tax rate)

**ATTENTION.** **Point 11 is fulfilled by the Contractor only if the Contracting Authority becomes liable for tax. *The tax obligation of the Contracting Authority arises, for example, in the case of import services, import of goods, intra-Community acquisition of goods and in other cases resulting from the provisions of applicable law.***

1. I have read the following information clause:

According to Article 13 Section 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 EU L 119 4.5.2016, p. 1; hereinafter referred to as the ”GDPR”) we inform that:

1. The administrator of your personal data is the Łukasiewicz Research Network – Łódź Institute of Technology with its registered office at 19/27 Marii Skłodowskiej-Curie St., 90-570 Łódź;
2. The Administrator has appointed a Data Protection Inspector who can be contacted via e-mail: iod@lit.lukasiewicz.gov.pl;
3. Your personal data will be processed for purposes related to the public procurement procedure in question, conducted within the framework of an open tender, under the name ”Delivery of scientific equipment within the framework of the project ”Establishment and launch of the BIO-MAS Research and Development” – stage I”- procedure no. FO-Z/ŁIT/41/2023, Your personal data will be processed because it is necessary to fulfil the legal obligation imposed on the administrator (Article 6 Section 1 Letter c GDPR in accordance with the provisions of the Act of 11 September 2019 Public Procurement Law, hereinafter referred to as the PPL Act).
4. the recipients of your personal data shall be persons or entities, which the documentation of the proceedings shall be made available to, pursuant to Article 18 and 74 of the PPL Act;
5. The storage period for your personal data is as follows:

- according to Article 78 Section 1 and 4 of the PPL Act, for a period of 4 years from the date of completion of the public procurement procedure,  
- if the duration of the contract exceeds 4 years, the storage period covers the entire duration of the contract;  
- in the case of contracts co-financed from EU funds for the period referred to in Article 125 Section 4 Letter d) in conjunction with Article 140 of the Regulation (EU) No 1303/2013 of the European Parliament and of the Council and resulting from contracts for co-financing projects financed from EU funds;  
- the storage period also results from the Act of 14 July 1983 on the national archival resources and archives.

1. your obligation to provide personal data directly concerning you is a statutory requirement specified in the provisions of the PPL Act, related to participation in public procurement procedures. The consequences of failure to provide specific data result from the PPL Act as well as from the Act of 14 July 1983 on the national archival resources and archives;
2. With respect to your personal data, decisions shall not be made in an automated manner, pursuant to Article 22 of the GDPR.
3. You have:
4. pursuant to Article 15 of the GDPR, the right to access your personal data, this right may be limited pursuant to Article 75 of the PPL Act, and the Contracting Authority may request the requesting person to provide additional information to specify the name or completion date of the public procurement procedure.
5. pursuant to Article 16 of the GDPR, the right to rectify or supplement your personal data, this right may be limited pursuant to Article 19 Section 2 and Article 76 of the PPL Act, however, exercising the right to rectify or supplement may not result in a change in the outcome of the public procurement procedure or changing the provisions of the contract to the extent inconsistent with the PPL Act and may not violate the integrity of the protocol and its attachments;
6. pursuant to Article 18 Section 1 of the GDPR, the right to request the administrator to limit the processing of personal data, subject to the cases referred to in Article 18 Section 2, this right may be limited pursuant to Article 19 Section 3 and Article 74 Section 3 of the PPL Act, while the right to the restriction of processing does not apply in relation to storage, to ensure the exercise of legal remedies or to protect the rights of another natural or legal person, or for reasons of important public interest of the European Union or a Member State, and does not restrict the processing of personal data until the conclusion of the public procurement procedure;
7. the right to file a complaint with the President of the Personal Data Protection Office if you believe that the processing of your personal data violates the provisions of the GDPR;
8. You are not entitled to:
9. in connection with Article 17 Section 3 Letter b, d or e of the GDPR, the right to delete personal data;
10. the right to transfer personal data referred to in Article 20 of the GDPR;
11. pursuant to Article 21 of the GDPR, the right to object to the processing of personal data, as the legal basis for the processing of your personal data is Article 6 Section 1 Letter c of the GDPR;
12. I declare that I have fulfilled the information obligations, provided for in Article 13 or Article 14 of the 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 order to apply for public procurement in this procedure[[2]](#footnote-3).
13. I accept 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 consider them binding.
14. I have read and comply with the instructions for submitting tenders/applications Instructions for Contractors platformzakupowa.pl available on the website at the link <https://drive.google.com/file/d/1Kd1DttbBeiNWt4q4slS4t76lZVKPbkyD/view> in the ”Instructions” tab.

The file should be provided with

a qualified electronic signature

of a person authorised to act

on behalf of the Contractor

ATTENTION: This statement shall not be submitted together with the tender. It is only submitted by the Contractor, whose tender has been rated the highest, at the request of the Contracting Authority.

**Attachment no. 3a to the Specific Conditions of Public Procurement**

**The Contractor’s statement\***

**on the validity of the information included in the statement,**

**referred to in Article 125 Section 1 of the Act Public Procurement Law  
(consolidated text Journal of Laws of 2023 item 1605) hereinafter referred to as the Act**

By entering into a public procurement procedure conducted under an open tender procedure:

**Delivery of scientific equipment within the framework of the project ”Establishment and launch of the BIO-MAS Research and Development Center ” – stage I**

representing the Contractor

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

full name and address of the Contractor

I declare that the information, included in the statement referred to in Article 125 Section 1 of the Act (ESPD) in terms of the grounds for exclusion from the procedure, and referred to in:

a) Article 108 Section 1 Point 3 of the Act

b) Article 108 Section 1 Point 4 of the Act, regarding a ban on applying for a public procurement as a preventive measure,

c) Article 108 Section 1 Point 5 Ustawy, regarding concluding an agreement with other Contractors aimed at distorting competition,

d) Article 108 Section 1 Point 6 of the Act,

- are valid as of the date of submission of this statement.

Qualified electronic signature

of the person authorised to act

on behalf of the Contractor

\* in the case of Contractors jointly applying for the public procurement (e.g. consortium, civil law partnership) the above-mentioned document is submitted by each of the consortium members on behalf of their company, and in the case of a civil law partnership - wach of the partners of the civil law partnership.

**Attachment no. 3b to the Specific Conditions of Public Procurement**

**STATEMENT**

**submitted on the grounds of Article 125 Section 1. of the Act of 11 September 2019 – Public Procurement Law (consolidated text Journal of Laws of 2023 item 1605)**

**CONCERNING THE GROUNDS FOR EXCLUSION FROM THE PUBLIC PROCUREMENT PROCEDURE**

For the purposes of the public procurement procedure under the name „**Delivery of scientific equipment within the framework of the project ”Establishment and launch of the BIO-MAS Research and Development Center ” – stage I”** conducted by the Łukasiewicz Research Network – Łódź Institute of Technology, 90-570 Łódź, 19/27 Marii Skłodowskiej – Curie St., I declare the following:

**● I declare that** when implementing the above-mentioned public procurement, I will use the following subcontractors and suppliers accounting for more than **10% of the contract value\***

|  |  |
| --- | --- |
|  | Name and address of the subcontractor or supplier or third entity |
| Subcontractor/supplier/third entity \*\* |  |
| Subcontractor/supplier/third entity \*\* |  |
| Subcontractor/supplier/third entity \*\* |  |
| ……… |  |

\* If the Contractor does not use subcontractors or suppliers accounting for more than 10% of the order value, the statement should be deleted or ”Not applicable” should be entered)

\*\* delete inappropriate

**● I declare that** I am not subject to exclusion from the procedure on the grounds of the provisions of Article 5k of the Council Regulation (EU) No 833/2014 of July 2014 concerning restrictive measures in view of Russia’s actions destabilising the situation in Ukraine (OJ L 229 31.7.2014, p. 1), hereinafter: Regulation 833/2014, as amended by the Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) 833/2014 concerning restrictive measures in view of Russia’s actions destabilising the situation in Ukraine (OJ L 111 8.4.2022, p. 1), hereinafter: Regulation 2022/576, which prohibit the Russian Contractors from participating in public contracts and concessions awarded in all member states of the European Union.\*\*\*

**STATEMENT CONCERNING THE INFORMATION PROVIDED:**

I declare that all of the information provided in the above statement are valid and truthful and that they have been presented with complete awareness of the consequences of misleading the Contracting Authority in presenting information.

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

\*\*\* The Contracting Authority, pursuant to Article 5k of the Regulations 833/2014 as amended by the Regulation 2022/576 shall exclude from the procedure 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 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:

1. Russian citizens or natural or legal persons, entities or agencies based in Russia or
2. 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,
   * 1. 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, if such a subcontractor, supplier, entity, whose capacity the Contractor relies on, falls into any of the categories of entities listed in the points 1 -3.

**Attachment no. 3c to the Specific Conditions of Public Procurement**

**STATEMENT**

**CONCERNING THE GROUNDS FOR EXCLUSION FROM THE PUBLIC PROCUREMENT PROCEDURE**

For the purposes of awarding a public procurement under the name „**Deliver of scientific equipment within the framework of the project „Establishment and launch of the BIO-MAS Research and Development Center” – stage I”** conducted by the Łukasiewicz Research Network – Łódź Institute of Technology, 90-570 Łódź, 19/27 Marii Skłodowskiej – Curie St., I declare the following:

I declare that I am not subject to exclusion from the procedure according to the provisions of Article 7 Section 1 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 2023 item 1497) hereinafter referred to as the Act on Specific Solutions \*

**STATEMENT CONCERNING THE INFORMATION PROVIDED:**

I declare that all information provided in the above statement arę valid and truthful and that they have been presented with complete awareness of the consequences of misleading the Contracting Authority in presenting information.

Qualified electronic signature

of the person authorised to act

on behalf of the Contractor

\* Pursuant to the provisions of Article 7 Section 1 of the Act on Specific Solutions, the Contracting Authority shall exclude from the procedure:

* + 1. The Contractor entered into the lists specified in the Council Regulation (EC) No 765/2006 of 18 May 2006 concerning restrictive measures in view of the situation in Belarus and the involvement of Belarus in the Russian aggression against Ukraine (OJ L 134 20.5.2006, p. 1, as amended 3) hereinafter referred to as ”Regulation 765/2006” and in the Council Regulation (EU) No 269/2014 of 17 March 2014 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 based on the decision regarding entering an entity into the list determining whether the measure referred to in Article 1 item 3 of the Act on Specific Solutions should be applied;
    2. The Contractor, whose beneficial owner, within the meaning of the Act of March 1, 2018, on the prevention of money laundering and terrorist financing (Journal of Laws of 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 has been such a beneficial owner since February 24, 2022, provided that they have been 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 Article 1 item 3 of the Act on Specific Solutions;
    3. The Contractor, whose dominant entity, within the meaning of Article 3 Section 1 Point 37 of the Act of 29 September 1994 on Accounting (Journal of Laws of 2021 items 217, 2105 and 2106), is an entity listed in the lists specified in the Regulation 765/2006 and Regulation 269/2014 or entered into a list or being such an entity since February 24, 2022, provided that they have been 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 Article 1 item 3 of the Act on Specific Solutions.

ATTENTION: This statement shall not be submitted together with the tender. It is only submitted by the Contractor, whose tender has been rated the highest, at the request of the Contracting Authority

**Attachment no. 3d to the Specific Conditions of Public Procurement**

**The Contractor’s statement**

**on the validity of information included in the statement constituting Attachment no. 3b to the Specific Conditions of Public Procurement**

By entering into a public procurement procedure conducted under an open tender procedure:

**Delivery of scientific equipment within the framework of the project ”Establishment and launch of the BIO-MAS Research and Development Center ” – stage I**

representing the Contractor

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

full name and address of the Contractor

I declare that the information, included in the statement constituting Attachment no. 3a to the Specific Conditions of Public Procurement in terms of the grounds for exclusion from the procedure, referred to in Article 5k of the Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia’s actions destabilising the situation in Ukraine (OJ L 229 31.7.2014, p. 1), as amended by the Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia’s actions destabilising the situation in Ukraine (OJ L 111 08.04.2022, p. 1), which prohibit the Russian Contractors from participating in public contracts and concessions awarded in all member states of the European Union, is valid on the day of submitting this statement.

Qualified electronic signature

of the person authorised to act

on behalf of the Contractor

ATTENTION: This statement shall not be submitted together with the tender. It is only submitted by the Contractor, whose tender has been rated the highest, at the request of the Contracting Authority.

**Attachment no. 4 to the Specific Conditions of Public Procurement**

**The Contractor’s statement\***

**on belonging or not belonging to a capital group,**

**referred to in Article 108 Section 1 Point 5 of the Act   
Public Procurement Law**

**By entering into a public procurement procedure conducted under an open tender procedure:**

**Delivery of scientific equipment within the framework of the project ”Establishment and launch of the BIO-MAS Research and Development Center” – stage I**

representing the Contractor

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

full name and address of the Contractor

**and being duly authorised to represent him, I declare that:**

* The Contractor **does not belong to a capital group** \*\* within the meaning of the Act of 16 February 2017 on competition and consumer protection (consolidated text Journal of Laws of 2023 item 1689 as amended) **with other Contractors who have submitted separate tenders in the said public procurement procedure**
* The Contractor **belongs to a capital group** \*\* within the meaning of the Act of 16 February 2017 on competition and consumer protection (consolidated text Journal of Laws of 2023 item 1689 as amended) **with the following Contractors who have submitted separate tenders in the said public procurement procedure:**

1. ……………………………………………………………………………………………………………………………………….
2. ……………………………………………………………………………………………………………………………………….

**At the same time I attach the following documents and information confirming the preparation of the tender in the procedure independently of another Contractor belonging to the same capital group:**

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

…………………………………………………………………………………………………………………………………………….,

**At the same time I declare that I am aware of the criminal liability for making false statements. I confirm the accuracy of the above data by signing, being aware of criminal liability**

Qualified electronic signature

of the person authorised to act

on behalf of the Contractor

\* in the case of Contractors jointly applying for the public procurement (e.g. consortium, civil law partnership) the above-mentioned document is submitted by each of the consortium members on behalf of their company, and in the case of a civil law partnership - each of the partners of the civil law partnership

**\*\* delete inappropriate**

**Attachment no. 4a to the Specific Conditions of Public Procurement**

**LIST**

of deliveries made, during the last five years, and if the period of running the business is shorter. - during the period that the company duly performed - **at least one delivery including a Micro-Nanofiber Morphology Analyser worth min. PLN 300,000 net** specifying their value, subject matter, dates of performance and entities, which these deliveries were made to, and attaching evidence specifying whether these deliveries were made properly, the evidence in question being references or other documents prepared by the entity, which the supplies were made for, and if the Contractor is unable to obtain these documents for reasons beyond his control – a declaration by the Contractor.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No.** | **The name of the entity, which the delivery, that meets the financial conditions specified in Point 9.1.1.d.1) of the Specific Conditions of Public Procurement, was made to** | **Address of the entity** | **Value of the delivery**  (in PLN net) | **Scope of the delivery** | **Completion date of the delivery** |
| **1.** | **2.** | **3.** | **4.** | **5.** | **6.** |
| 1. |  |  |  |  |  |

**If the Contractor performed a larger scope of supplies under one contract/agreement, for the purposes of this contract, he is obliged to separate the types and provide the value of the supplies referred to above.**

ATTENTION!

If the Contractors submit documents containing amounts expressed in currencies other than PLN, the Contracting Authority 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 Ban of Poland does not publish 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.

Date...................... ..........................................................

Qualified electronic signature

of the person authorised to act

on behalf of the Contractor

**Attachment no. 4b to the Specific Conditions of Public Procurement**

**LIST**

confirming that the Contractor has persons capable of executing the contract, who will be directed by the Contractor to complete the Contractor, i.e. one person (for each part of the contract) who will perform the duties of a **service engineer** and is authorised to service the procurement subject matter confirmed by a manufacturer's personal certificate (or equivalent) and having experience in at least one delivery and commissioning of a Nicro-Nanofiber Morphology Analyzer, as well as information on the basis for employing these persons, together with information on their professional qualifications, experience and education necessary to perform the public procurement, as well as the scope of the performed activities performed by them and information on the basis for disposing of these persons. The information must be provided in Attachment no. 4b to the Specific Conditions of Public Procurement.

### 

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Name and Surname** | **Experience**  **(dertificate held)** | **Name, address of the delivery recipient and date of delivery** | **Scope of delivery and commissioning** | **Scope of Authorisations/Education** | **The basis for disposing of persons** |
| 1. | 2. | 3. | 4. | 5. | 6. | 7. |
| **Service engineer -** Micro-Nanofiber Morphology Analyser | | | | | | |
| 1. |  |  |  |  |  |  |

Date...................... ..........................................................

Qualified electronic signature

of the person authorised to act

on behalf of the Contractor

**Attachment no. 5 to the Specific Conditions of Public Procurement – Draft Agreement**

Agreement

Concluded between:

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

and

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

hereinafter referred to as the ”Contractor”.

The Agreement has been concluded with the Contractor who has been chosen as a result of the conducted public procurement procedure in accordance with the Act of 11 September 2019 Public Procurement Law (consolidated text Journal of Laws of 2023 item 1605), in an open tender procedure exceeding EUR 215,000 **FO-Z/ŁIT/41/2023.**

§ 1.

The agreement subject matter is the **Delivery of scientific equipment - Micro-Nanofiber Morphology Analyser within the framework of the project ”Establishment and launch of the BIO-MAS Research and Development Center” – stage I – i.e. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** in accordance with the parameters specified in Attachment no. 1 to the Agreement (Attachment no. 1 to the Agreement constitutes Attachment no. 1 to the Specific Conditions of Public Procurement - Assortment and Price Sheet, completed by the Contractor).

§ 2.

1. The lump sum remuneration for the delivery is\_\_\_\_\_\_\_\_\_\_\_\_\_gross in PLN (in words: ..................................................................PLN) and includes the costs of delivery, installation, commissioning, training, insurance, transport, packaging, materials consumables necessary to launch the agreement subject matter.

2. The value of the agreement subject matter shall be constant for the duration of the delivery, and the remuneration shall not be subject to changes.

3. The Contracting Authority shall calculate and pay VAT taking into account the regulations in force in the Contracting Authority's country.

4. Settlements between the Contracting Authority and the Contractor shall be made in Polish zlotys (PLN).

5. **The Contractor declares that he is/is not registered in Poland as an active VAT payer.**

Settlements for the completed deliveries shall be based on the issued invoice. 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, gross value.**

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

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

8. The payment deadline is 30 days from the date of delivery to the Contracting Authority of a correctly issued invoice, which will include the Contractor's bank account number.

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

10. 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.

11. 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 he 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.

12. The requirements, referred to in Sections 9-10, 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.

13. The Contractor has the option of sending electronically a structured electronic 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)

14. Moreover, the Contractor is obliged to notify the Łódź Institute of Technology about issuing an invoice to the following address: [efaktury@lit.lukasiewicz.gov.pl](mailto:efaktury@lit.lukasiewicz.gov.pl).

15. If the Contractor uses this option, referred to in Section 13 above, the PEF Address of the Contracting Authority on the PEF: Peppol number 7272857474 – **broker Infinite IT Solutions.**

§ 3.

1. The term delivery should be understood as delivery of original, brand new equipment to the Contracting Authority's registered office, assembly, installation, commissioning, training in operation, positive acceptance of the launched device. The cost of transport and insurance is borne by the Contractor. The Contractor is obliged to attach all operating instructions and service manual (if any) to the delivered equipment.
2. As part of the price, the Contractor shall conduct the necessary training of the Contracting Authority's users (employees) in the operation of the device and its service to the extent necessary to properly operate the device.
3. The Contractor is responsible for the actions and omissions, of subcontractors and other entities he uses to perform the agreement subject matter, as for his own.

§ 4.

The Contractor undertakes to deliver the agreement subject matter to the installation site at the Contracting Authority's registered office, i.e., …………………………………………………….. at his own expense and risk.

§ 5.

1. The deadline for completing the contract covered by this Agreement is: 40 days from the date of conclusion of this Agreement, but no later than December 10, 2023.

2. The Contractor shall inform Mr. …………………… tel. no. …………………………….. e-mail …………………………….. (contact person from the Contracting Authority) about the delivery date, 7 days before the planned delivery.

§ 6.

* + - 1. The parties agree that the invoice shall be issued after the agreement subject matter has been completed (i.e. in particular after the delivery of the equipment to the Contracting Authority's registered office, assembly, installation, commissioning, operation training) and signing of the handover report in two copies (1 copy for the Contracting Authority and Contractor), the content of which must be consistent with Attachment no. 3 to the Agreement (only this template is valid, others will not be accepted), confirming the delivery in accordance with the Agreement.
      2. In the event of comments regarding the implementation of the agreement subject matter or defects found during the acceptance, the parties will agree on the method and deadline for removing the irregularities. This deadline will not be longer than 21 calendar days. 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 Agreement specified in § 5 of the Agreement and liability for non-performance or improper performance of contractual obligations.

§ 7.

* + - 1. The Contractor shall pay the Contracting Authority contractual penalties for withdrawal from the Agreement for reasons attributable to the Contractor in the amount of 20% of the net remuneration specified in § 2 Section 1 of the Agreement.
      2. The Contractor shall pay the Contracting Authority contractual penalties for improper performance of the provisions contained in the Agreement in the amount of 5% of the net remuneration specified in § 2 Section 1 of the Agreement for each case of 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 0.2% of the net value specified in § 2 Section 1 of the Agreement for each commenced day of delay..
      4. The Contractor shall pay the Contracting Authority contractual penalties in the event of non-availability of spare parts and non-availability of paid post-warranty service, during the periods referred to in § 8 Section 2 and 3 of the Agreement, in the amount of PLN 1,000 for each identified case.
      5. The Contracting Authority is entitled to deduct the accrued contractual penalties from the Contractor's remuneration without the need to submit an additional declaration, which the Contractor consents to.

5. The Contracting Authority reserves the right to claim compensation exceeding the contractual penalties arising from the Agreement for non-performance or improper performance of the provisions of the Agreement and for the damage caused.

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 net remuneration referred to in § 2 Section 1 of the Agreement.

§ 8.

The Contractor provides the Contracting Authority with a warranty for a period of \_\_ months for the delivered agreement subject matter. The warranty period runs from the date the parties sign the handover report.

The Contractor provides a paid post-warranty service for a period of 3 years from the date of expiry of the warranty period.

The Contractor provides access to spare parts for a period of 3 years from the date of expiry of the warranty period.

§ 9.

* + - 1. If the Contracting Authority discovers any failures, faults and defects in the agreement subject matter during the warranty period, he is obliged to submit information about their detection by e-mail, immediately after their disclosure. Warranty claims will be submitted to the Contractor at the following e-mail address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .
      2. The response time to reported failures/faults/defects is 48 hours – counting from the moment they are reported.
      3. The Contractor shall remove failures/faults/defects within 21 business days of accepting the complaint in each case of on-site repair at the Contracting Authority's registered office or, in justified cases, within another period specified by the Contracting Authority, not shorter than 21 business days.
      4. If the Contractor refuses to accept the submitted complaint, the Contractor is obliged to provide a response to the complaint along with justification within 10 business days of notification. Failure to respond to the complaint within the deadline specified above shall mean that the complaint is considered justified. The response should reach the Contracting Authority within this period at least in document form to the email address of the Contracting Authority from which the defect has been reported.
      5. The Contractor is obliged to fulfil the obligations under the granted warranty, including removing failures, faults and defects, at his own expense and risk.
      6. Regardless of the demand for payment of a contractual penalty, if the defect is not removed within the deadline specified in Section 3, 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 repair is not possible, the damaged element shall be replaced with a new one.
      8. If it is not possible to remove the defect in the agreement subject matter and the defect is significant and makes it impossible to use the agreement subject matter - the Contractor is obliged to deliver a new, defect-free agreement subject matter within the deadline specified in Section 3. In the event of failure to deliver a new, defect-free agreement subject matter, the Contracting Authority may withdraw from the Agreement.
      9. 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.
      10. 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.
      11. 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.
      12. The performance of obligations under the warranty or guarantee is part of the agreement subject matter.
      13. This Agreement constitutes a warranty document within the meaning of the provisions of the Civil Code.

§ 10.

1. The parties agree that contact related to the performance of the Agreement shall also take place via e-mail or telephone.

2. The Parties agree that the Contracting Authority's claims, related to this Agreement, may be submitted electronically.

3. The date of notification, referred to in § 10 Section 2 of this Agreement, is deemed to be the day of sending the e-mail by the Contracting Authority.

4. Persons designated as contact persons in connection with the implementation of this Agreement:

a) on the part of the Contracting Authority:

………………………. tel. ………………… fax no. …………………………. e-mail ………………………………………….. .

b) on the part of the Contractor:

………………………. tel. ………………… fax no. …………………………. e-mail ………………………………………….. .

§ 11.

1. The Contracting Authority has the right to withdraw from the Agreement and the right to charge the contractual penalty, referred to in § 7 Section 1 of the Agreement, on general principles, including when the Contracting Authority uses the warranty, and on the principles set out in § 9 of the Agreement when exercising the rights under the warranty and also 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 execution of the Agreement,
   2. failure to complete the Agreement by the Contractor for more than 30 days,
   3. when the delivered agreement subject matter does not have the parameters required by the Contracting Authority - the Contracting Authority is entitled to this right within 60 days from the date of disclosure of this fact.
2. Withdrawal shall be made in the form of a written statement submitted to the other party.
3. Withdrawal from the Agreement, due to the reasons indicated in the above-mentioned Section 1 Point 1 and Point 2, may take place within 60 days from the date of expiry of the Agreement execution deadline.
4. Regardless of the grounds indicated in Section 1 – Section 3 of this paragraph, the Contracting Authority may also withdraw from the Agreement within 30 days from the date of becoming aware 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 further performance of the Agreement may threaten the basic the interests of state security or public safety.

§ 12.

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

§ 13.

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 he entrusted activities related to the delivery and installation of the agreement 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 in writing 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 subject of the contract.

§ 14.

1. Significant changes to the concluded Agreement require a new public procurement procedure. An amendment to the Agreement is material if it causes the nature of the Agreement to change significantly in relation to the original Agreement, in particular the change concerns the circumstances referred to in Article 454 Section 2 of the Act.

2. Changes to the provisions of the concluded Agreement are allowed in the event of:

1) Changes to the generally applicable legal provisions to the extent affecting the performance of the Agreement, including changes to the statutory VAT rate. Due to the change in the VAT rate, the net amount of remuneration shall not change, but the gross amount of the Contractor's remuneration shall increase or decrease.

2) If the need to change the Agreement, in particular a change in the price, is caused by circumstances that the Contracting Authority, acting with due diligence, could not have predicted, as long as the change does not modify the general nature of the Agreement and the price increase caused by each subsequent change does not exceed 50% of the value of the original Agreement.

3) If the Contractor, whom the Contracting Authority has awarded the public procurement to, is to be replaced by a new Contractor as a result of succession, division, transformation, bankruptcy, restructuring, inheritance or acquisition of the existing Contractor or his enterprise, as long as the new Contractor meets the conditions of participation in the procedure, there are no grounds for exclusion against him and this does not result in any other significant changes to the Agreement and is not intended to avoid the application of the PPL Act.

4) When the total value of changes is less than the EU thresholds and is less than 10% of the value of the original Agreement, and these changes do not change the general nature of the Agreement.

3. Amendments to the Agreement must be made in writing, otherwise being null and void.

4. The Parties allow for the possibility of editorial changes, clerical errors and changes resulting from changes in data disclosed in public registers without the need to prepare an annex.

§ 15.

1. The Parties undertake to ensure the protection of personal data in connection with the performance of the Agreement, including compliance with the requirements arising 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 Agreement has been provided by the Parties. If it concerns employees, collaborators, representatives of the Parties, information obligations regarding the protection of personal data are borne by the Party that has provided the personal data. This data will be used solely for the purpose of concluding and performing this Agreement and pursuing any claims arising from the Agreement.

§ 16.

1. In matters not regulated in the Agreement, the provisions of Polish law will apply, including the Public Procurement Law Act, the provisions of the Civil Code (Journal of Laws of 2023 item 1610) and other acts of generally applicable law related to the agreement subject matter.

2. Any changes to this Agreement must be made in writing, otherwise being null and void.

3. Each Party is obliged to inform the other Party in writing about the change of address, otherwise correspondence sent to the last known address will be considered effectively delivered. Changes to the e-mail addresses indicated in the Agreement or the details of contact persons and their contractual data do not require changes to the Agreement, but their change is effective towards the other party on the date of written notification in the manner indicated in this section.

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

§ 17.

The date of concluding the Agreement is the date of submission of the last qualified signature by the representative of the Contracting Authority.

§ 18.

The Agreement has been concluded in two identical copies (one for the Contracting Authority, one for the Contractor).

Qualified electronic signatures/trusted signatures/personal signatures of persons authorised to act on behalf of the Contractor and the Contracting Authority

Attachment no. 2 to the Agreement

**Handover report**

In accordance with the Agreement concluded on this day ................ as a result of the public procurement procedure, the agreement subject matter has been delivered:

|  |  |
| --- | --- |
| No. | Name of the agreement subject matter |
|  |  |

Remarks **concerning the realisation of the agreement subject matter and the determined faults of the agreement subject matter** ………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………

Users’ training has been conducted - YES / NO \*

\*delete inappropriate

|  |  |
| --- | --- |
| Date of transfer – receipt |  |
|  |  |

The Contractor’s seal The Contracting Authority’s seal

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

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

1. Pursuant to § 9 Section 2 Point 1 of the Regulation of the Minister of Development, Labour and Technology of 23 December 2020 on subjective evidence and other documents or statements that a contracting authority may require from a Contractor (Journal of Laws of 2020 item 2415 and 2023 item 1824) – the period of three years is counted back from the date on which the deadline for submitting tenders expires. [↑](#footnote-ref-2)
2. If the Contractor does not provide personal data other than those directly relating to him or there is an exclusion from the application of the information obligation, pursuant to Article 13 Section 4 or Article 14 Section 5 of the GDPR, the Contractor does not submit the content of the declaration (removal of the content of the declaration, e.g., by deleting it). [↑](#footnote-ref-3)