



SPECIMEN CONTRACT modification
ZZ/467/009/D/2020

entered into on 2020

by and between:

Gdańsk University of Technology, Faculty of Electronics, Telecommunications and Information Technology with its registered office in 80-233 Gdańsk,

ul. Narutowicza 11/12, NIP tax ID: 584-020-35-93, REGON no 000001620

represented by:

....., acting under the authority of the Rector of the Gdańsk University of Technology, hereinafter referred to as the **"Contracting Authority"**

and

(in the case of a business entered in the Central Information of the National Court Register)

.....with its registered office at, entered into the Central Information of the National Court Register under the number KRSNIP tax ID REGON no:.....

represented by:

1.

.....

or (in the case of a business entered in the CEIDG Central Registration and Information on Business)

Name, acting under the auspices of the company, with its registered office in at....., entered in the Central Register and Information on Business, NIP tax ID, REGON no

hereinafter referred to as the **"Contractor"**,

to which a contract is awarded without application of the provisions of the Act of 29 January 2004 Public Procurement Law (i.e. Journal of Laws of 2019, item 1843, hereinafter referred to as the PPL Act), pursuant to Article 4d(1)(1) of the Act.

The Contractor declares that as of the date of conclusion of this contract, the information is consistent with the documents presented for its conclusion.

§ 1

SUBJECT MATTER OF THE CONTRACT

1. The subject matter of the Contract is supply of diamond plate delivery of the project "Nanosensorics and imaging with the use of quantum effects – synergy of glass and diamond for applications in next generation biodiagnostics" in the TEAM-NET competition, financed by the Regional Development Fund under the Operational Programme Intelligent Development 2014-2020 (PO IR), Axis IV: Enhancing research and development potential, Measure 4.4: Increasing the human potential of the R&D sector under the conditions specified in the contract notice No ZZ/467/009/D/2020 of and in the bid ofsubmitted by the Contractor, which are annexed to this Contract and form an integral part thereof.
2. The Contractor declares that the subject matter of the contract is brand new, comes from current production, is free from all defects and damages, without prior exploitation and is not subject to third party rights.



§ 2

DATE, PLACE AND CONDITIONS FOR THE PERFORMANCE OF THE CONTRACT

1. Delivery of the subject matter of the contract shall take place by within calendar days, i.e. until It is the maximum time limit for the execution of the subject matter of the Contract, counted from the day of concluding the Contract to the day of signing the delivery and certificate of acceptance, without reservations.
2. The Contractor shall deliver the subject matter of the Contract to the Gdańsk University of Technology, Faculty of Electronics, Telecommunications and Information Technology, ul. Narutowicza 11/12, 80-233 Gdańsk, WETI A building, 1st floor, room. 116.
3. The name, technical parameters and price of the subject matter of the Contract delivered to the Contracting Authority must be consistent with the Contractor's bid. In the case of delivery of defective goods or goods not meeting the conditions of the Contract, the Contracting Authority shall not accept it.
4. The Contractor declares that the subject of the contract will be delivered in its original packaging, protecting against damage, contamination and enabling their safe storage.
5. Delivery must be made on business days, between 8.00 a.m. and 3.00 p.m. after telephone notification at least 24 hours in advance or after notification by email to the email address:
6. Delivery of the subject matter of the Contract includes its unloading and bringing by the contractor to the place indicated in point 2 of this paragraph.
7. In the case of subcontracting entrusted to the performance of the contract, the contractor shall be fully liable to the contracting authority for their actions or omissions to the extent indicated in the offer. The contractor's liability also covers the subcontractor's staff and the persons he uses or entrusted with carrying out the work.
8. The acceptance of the subject matter of the Contract in terms of compliance with the offer shall be performed by an employee authorized by the Contracting Authority, who shall draw up a delivery and acceptance protocol with the contractor. In the case of reservations concerning the implementation of the subject matter of the Contract or identified defects of the subject matter of the Contract, the Parties shall determine the manner and time limit for the removal of irregularities. This period shall not exceed 30 calendar days. The occurrence of the above circumstances does not revoke the rights of the Contracting Authority and the consequences of the Contractor related to failure to meet the deadline for the Contract specified in § 2(1) hereof and liability for non-performance or improper performance of contractual obligations.
9. The person authorised to represent the Contractor in matters relating to the performance of the Contract is The person authorised to represent the Contracting Authority in matters related to the performance of the Contract is, tel., e-mail:
10. The Contracting Authority and the Contractor shall immediately notify each other of any change in the designated persons. Any damage arising from failure to comply with this obligation shall be borne by the debtor.
11. The personal details of the individuals covered by this Contract shall be made available by the Parties to each other for the purpose of implementing this Contract on the basis of Article 6(1)(b), (c) and (f) of the Regulation of the European Parliament and of the Council (EU) 2016/679 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) (Official Journal of the EU. L. of 2016 No. 119, p. 1; amended Journal of Laws of the EU. L of 2018 No. 127, page 2).

§ 3

CONTRACT PRICE AND PAYMENT TERMS

1. In relation with the execution of the subject matter of the Contract in accordance with the bid ofsubmitted by the Contractor, the corresponding price shall be:
gross amount:
in words PL: (.....)



- The above price includes all cost components resulting from the scope and manner of execution of the subject matter of the Contract.
2. The subject matter of the Contract shall be deemed completed if it is received via certificate of acceptance signed by both parties without reservations, within the time limit specified in § 2(1) hereof. This certificate shall constitute the basis for issuing a VAT invoice.
 3. An invoice shall be issued to: Gdańsk University of Technology, Faculty of Electronics, Telecommunications and Informatics, 80-233 Gdańsk ul. ul. Narutowicza 11/12, NIP tax ID: 584-020-35-93.
 4. The contracting authority may provide the contractor with an advance payment for the performance of the subject of the contract. The advance payment may be granted up to 100% of the contractor's remuneration set out in § 3 para. 1. The advance will be paid on the basis of the correct advance invoice received within 30 days after the VAT invoice is issued by the contractor.
 5. In the event of the contracting authority's withdrawal from the contract or the contractor's failure to perform the contract for any reason, the advance payment shall be reimbursable within 30 days of the date of withdrawal or termination. The contracting authority may also demand compensation for damages or contractual penalties.

§4

CONTRACTUAL PENALTIES

1. The contractor shall pay the contracting authority a contractual penalty:
 - a) for delay in the delivery of the subject of the contract in the amount of 0.1% of the gross price specified in §3 para. 1 of the contract for each day of delay, starting from the first day after the deadline for completion of the subject of the contract specified in § 2 para. 1 of this contract up to and including the implementation date.
2. For withdrawal from the Contract by any of the Parties, the Party which is the cause for withdrawal shall pay the other Party a contractual penalty in the amount of 10% of the gross price specified in § 3(1) of the Contract, with the exception of the circumstances specified in Article 145(1) of the PPL Act.
3. The declaration of withdrawal from the Contract by either Party should be made in writing within 14 days from the date of receipt by the other Party of information about the occurrence of circumstances determining the withdrawal from the Contract, i.e., among other things, in the event that the Contracting Authority finds a breach of Contract or failure to perform the Contract with due diligence.
4. In the event of damage exceeding the amount of contractual penalties, the Parties reserve the right to seek supplementary compensation under the general rules of the Civil Code.
5. The Contractor agrees to deduct the contractual penalty from the price due to the Contractor.

§ 5

FINAL PROVISIONS

1. All changes and additions to this contract must be in writing to be valid.
2. The Parties allow changes to the provisions of the contract in the following situations:
 - a) change of date - deadlines for the implementation of the subject of the contract set out in the contract may change in the event of force majeure. The parties agree on a new contractual date, except that the size of the change must be related to the reason that caused it.
3. Neither party shall be liable for the occurrence and effects of force majeure, by which the parties understand an extraordinary event, with extraordinary consequences, objectively unpredictable, for which, due to the power of impact, no effective defense could be taken.
4. A party that cannot perform the contract due to force majeure or cannot perform it due to it is obliged to immediately notify the other party of the occurrence of force majeure, but no later than within 7 days of its occurrence, under on pain of losing the right to refer to this circumstance. In the notification, the party informs about the type of force majeure and its expected consequences for the contract. At the same time, the party affected by force majeure is obliged to take all possible acts of diligence that may be required of any



- professional participant in business transactions in order to minimize the effects of force majeure, including in particular the consequences for the further performance of this contract.
5. The Parties provide that the occurrence of force majeure may be the basis for amending the contract as regards the date of performance of the contract, including the extension of the time limit for its performance by the time of force majeure and its effects.
 6. The Parties provide that the occurrence of force majeure may be the basis for changing the manner of performance of the contract or changing the amount of remuneration according to the scope, type and effects of force majeure for these elements of the contract.
 7. In matters not covered by this agreement, the provisions of the Civil Code shall apply, if the provisions of the PPL Act do not provide otherwise and other generally applicable legal provisions, in particular art. 15r of the Act of 2/3/2020. on specific solutions related to the prevention, counteraction and eradication of COVID-19, other infectious diseases and crises arising from them (Journal of Laws of 2020, item 374, as amended).
 8. Personal data of the persons indicated in this contract are made available by the parties to each other in order to implement this contract, pursuant to art. 6 clause 1 lit. b, c and f) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC.
 9. The Contractor assumes responsibility for all claims with which third parties may appear against the Employer in connection with his exercise of rights belonging to third parties, in particular copyright, patents, utility models, decorative designs, industrial designs or trademarks, if the normal use of the subject of the contract requires the exercise of these rights. In the event of disclosure of third party claims, the Contractor shall take all necessary steps and measures to secure the Employer against claims, losses, costs or other liability towards third parties. In the event of losses, costs, expenses on the part of the Employer or the need to satisfy claims of third parties for which the Employer is not responsible, the Contractor shall cover or refund them in full.
 10. The Purchaser does not allow the possibility of assignment of claims or the transfer of rights and obligations under this contract to third parties or entities without its prior written consent.
 11. The Parties bind other conditions and provisions contained in the offer of 2020 and the contract award notice.
 12. By working days, the parties understand the days from Monday to Friday, excluding Saturdays and public holidays.
 13. Changes and additions to this contract must be made in writing.
 14. Annexes to the contract constitute its integral part.
 15. This contract has been drawn up in two identical copies, one for each party.

Appendices to the Contract:

1. Certificate of Acceptance
2. Contract notice
3. Contractor's bid

.....
CONTRACTOR

.....
CONTRACTING AUTHORITY



Gdańsk, on2020 y.

ACCEPTANCE REPORT

concerning the transfer of the subject matter of the delivery contract of
No ZZ/467/009/D/2020

.....
CONTRACTOR:
(Contractor's stamp)

.....
CONTRACTING AUTHORITY:
(Contracting Authority's stamp)

Object of delivery:

Delivery of diamond discs in accordance with the detailed description of the subject of the contract contained in the contract award notice dated and the offer of the contractor of

Subject matter of the contract delivered by the Contractor on

The Contracting Authority accepts the subject matter of the Contract without reservations

Remarks concerning the execution of the subject of the Contract / defects found during the acceptance:

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

Deadline for rectification of deficiencies/defects *

Contractor's representative:
(name) (signature)

Contracting Authority's representative
(name) (signature)

This certificate constitutes the basis for issuing VAT invoices*.

* delete as appropriate

