



SPECIMEN CONTRACT
ZZ/1334/009/D/2019

entered into on 2019

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 nanodiamond powders and suspensions produced using the DND method for the implementation 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/1334/009/D/2019 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 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 subject matter of the contract will be delivered by the Contractor in a packaging protecting against damage.
5. Together with the delivery, the Contractor will deliver the warranty card in Polish.
6. Delivery must be made on business days, between 8.00 a.m. and 3.00 p.m. after telephone notification at least 48 hours in advance.
7. 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.
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 14 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.

§ 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. Payment for the invoice will be made by bank transfer, within 21 days from the date of receipt by the Contracting Authority of a properly issued invoice, to the Contractor's account:
5. The day of payment shall be the day of debiting the Contracting Authority's account.

§4

CONTRACTUAL PENALTIES

1. The contractor shall pay the contracting authority a contractual penalty:
 - a) for a delay in delivery of the subject matter of the Contract, in accordance with §2(1) of the Contract, in the amount of PLN 100 (in words PLN: one hundred 00/100) per each day of delay,
 - b) For a delay in commencing the execution of warranty obligations, in the amount of PLN 100 (in words PLN: one hundred 00/100) per each day of delay, per each event.
 - c) For delay in the performance of warranty obligations, in the amount of PLN 100 (in words PLN: one hundred 00/100) per each day of delay, per each event.
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. Any and all amendments and supplements to this Contract shall be made in writing under the pain of nullity.
2. In matters not regulated by the provisions of this contract, the provisions of the Polish Civil Code shall apply, and any disputes between the Parties shall be resolved in accordance with Polish law by the court competent for the seat of the Contracting Authority.
3. Working days are understood to mean days from Monday to Friday, excluding Saturdays and public holidays.
4. The Contractor shall assume responsibility with regard to all claims that third parties may have against the Contracting Authority in connection with the use of third party rights, in particular copyrights, patents, utility models, ornamental designs, industrial designs or trademarks, if the normal use of the subject matter of the Contract requires the use of these rights. In case the claims of third parties come to light, the Contractor shall take all necessary steps and actions to protect the Contracting Authority against claims, losses, costs or other liabilities towards third parties. In the event of losses, costs, expenses or the need to satisfy claims of third parties for which the Contracting Authority is not responsible, the Contractor shall be required to cover them or to reimburse them in full.
5. The Contracting Authority shall not allow the assignment of claims or the assignment of rights and obligations under this Contract to third parties without its prior written consent.
6. The Parties are bound by other terms and conditions and provisions contained in the bid of2019 and the contract notice of2019.
7. 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, on2019.

ACCEPTANCE REPORT

concerning the transfer of the subject matter of the delivery contract of
No ZZ/1334/009/D/2019

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

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

Object of delivery:

Delivery of an automatic table in accordance with a detailed description of the subject matter of the Contract contained in the contract notice of and contractor's bid 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

