



Fundusze Europejskie
Inteligentny Rozwój

Unia Europejska
Europejski Fundusz
Rozwoju Regionalnego



Annex 2 to the ToR

DRAFT

CONTRACT

Concluded on.....in Warsaw by and between:

Przemysłowy Instytut Automatyki i Pomiarów PIAP [*Industrial Research Institute for Automation and Measurements*], Al. Jerozolimskie 202,

02-486 Warsaw

hereinafter referred to as the Contracting Authority, represented by:

1.. dr inż. [*PhD, Eng*] Jacek Frontczak - Deputy Director for Commercial and Administrative Affairs

and the company

hereinafter referred to as the Contractor, represented by:

1.

For the delivery of..... to Przemysłowy Instytut Automatyki i Pomiarów PIAP.

This contract has been concluded as a result of the public procurement procedure no. KZP/15/2018 conducted by open tender.

Zakup współfinansowany ze środków Europejskiego Funduszu Rozwoju Regionalnego w ramach Programu Operacyjnego Innowacyjny Rozwój 2014- 2020



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§1

The Contractor accepts from the Contracting Authority an order for the delivery of 3 units of sensors, in accordance with the specification included in its bid dated ... and represents that they meet all the requirements specified in the Terms of Reference KZP/04/2019 item III.

§2

The Contractor at its own expense and at its own risk shall bring in the object of the delivery from the manufacturer, pay customs, taxes, freight, insurance and all other costs related to the delivery.

§ 3

The Contractor shall make the delivery in accordance with its bid dated.....

§ 4

The parties hereby agree that the deadline for delivery is *[dale]*.....

Place of delivery: Przemysłowy Instytut Automatyki i Pomiarów, al. Jerozolimskie 202, 02-486 Warsaw

Performing the delivery shall mean handing over to the Contracting Authority the entire object of the contract at its registered office: PIAP Al. Jerozolimskie 202, Warsaw, together with the accompanying documentation, in accordance with item 3 of the Terms of Reference, and signing of the certificate of acceptance.

§ 5

1. The Contractor shall provide a warranty of.....months on the delivered equipment.
2. Each of the delivered components shall be accompanied by a warranty certificate with a serial number.
3. All offered parts for the contract equipment shall be brand-new.

§ 6



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1. The Contracting Authority shall pay the Contractor the following amount for the delivery:
.....-.....PLN. (in words: PLN.)

The amount includes VAT.

- 2 The Contractor has the right to issue an invoice after the Contracting Authority signs the certificate of acceptance.
3. The Contractor shall list all the constituent parts (components) of a given item on the certificate of acceptance.
4. The Contracting Authority shall transfer the amount to the Contractor's account within 30 days of receipt of the VAT invoice and delivery of the equipment. The Contracting Authority represents that it has the means to pay for the delivery covered by this contract.

§ 7

1. For each day of delay after the deadline specified in §.4, the Contracting Authority may deduct 0.2% of the amount specified in §.6 (1) due to the Contractor for the given part of the order.
2. In the event the Contractor withdraws from the performance of the contract, the Contractor shall pay the Contracting Authority a contractual penalty of 10% of the amount specified in § 6 (1) for the given part of the order.
3. In the event the Contracting Authority withdraws from the performance of the contract, the Contracting Authority shall pay the Contractor a contractual penalty of 10% of the amount specified in § 6 (1) for the given part of the order. If the Contracting Authority withdraws from the contract for reasons attributable to the Contractor, the Contracting Authority shall be released from its obligation to pay the penalty.
4. Failure to meet the contractual deadline specified in § 4 may be deemed grounds for withdrawal from the contract by the Contracting Authority by fault of the Contractor.
5. Where, in the case of a significant change of circumstances that would cause the performance of the contract to no longer be in the public interest, and where such a change

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could not have been foreseen at the time of concluding the contract, the Contracting Authority may terminate the contract within 30 days of the time when the change of circumstances is identified.

6. In the event of late payment by the Contracting Authority, the Contractor has the right to charge statutory interest.

7. If the losses of the parties exceed the amount of contractual penalties, the parties may claim damages on a general basis.

§ 8

The parties hereby undertake that their representatives for professional relations shall be:

Contracting Authority:

Contractor :

§ 9

1. Any amendments hereto shall be made in writing, otherwise null and void.

2. The Contracting Authority does not allow any amendments to be made hereto, pursuant to Article 114 para. 1 of the PPL Act.

§11

The Contractor's bid dated and ToR KZP/04/2019 shall be attached to the Contract and form its integral part.

§12

The provisions of the *[Polish]* Civil Code shall apply to any matters not regulated herein.

§13

This contract is made in two identical copies, one for each party.

§14

The contents of the Polish and English versions of the Contract and the annexes are identical.

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Annexes:

1. Bid datedfor the performance of the contract in accordance with Terms of Reference KZP/04/2019.
2. ToR KZP/04/2019

Representatives of the parties:

Contracting Authority:

Contractor:

Warsaw, (date).....