

**DRAFT PROVISIONS OF CONTRACT No
EZP.271.....2022.ZP**

For Part No.....

On**2022** in Otwock the contract was concluded between:

National Centre for Nuclear Research with the seat in Otwock, A. Soltana 7, Poland, research institute entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, XIV Economic Department of the National Court Register under the number KRS 0000171393, NIP: 532-010-01-25, REGON: 001024043, called in the agreement “(Contract”) **The Orderer**, on behalf of which the following people are acting:

.....

and the bidder chosen as a result of being awarded in the mode of in an open tender procedure of the Public Procurement Act of 11.09.2019 (consolidated text, Dz. U. of 2021, item 1129, as amended, hereinafter referred to as the “Act” or the “PPA”),

.....

called in the Contract terms **The Contractor** on behalf of which the following person is acting:

.....

of the following content:

§ 1

Subject-matter of the Contract and realization conditions

1. The subject - matter of the Contract is the **delivery of detectors to the National Centre for Nuclear Research in Otwocku, Poland (The subject - matter of the Contract)**.
2. The detailed description of The subject-matter of the Contract is set out Enclosure nr 1.
3. The delivered of device must be brand new and authorized for marketing and using in the EU territory.

§ 2

Delivery terms

1. The Contractor shall execute the subject matter of the Contract as defined in § 1 and dispatch from the Contractor’s plant **within 20 weeks from the date of signing the Contract**.
2. Persons responsible for the implementation of the Contract:
 - On the Orderer side: [...], tel....., e-mail:
 - On the Contractor's side: [...], tel., e-mail:
3. Together with the delivery, the Contractor shall provide the required certificate for the Subject matter of the Contract.
4. Delivery will be carried out on business days, during the Orderer's business hours, ie 8.00-15.30.
5. Transport costs, including packaging and insurance costs for the time of transport shall be borne by the Contractor.



6. The Contract shall come into force upon signature by both Parties on the date written above.
7. The date of performance of the Contract is the date of signing by the Orderer without reservations of the acceptance report of The Subject- matter of the Contract including the deadline specified in § 2 paragraph 1 of the Contract.
8. Acceptance of The Subject- matter of the Contract shall be made by the Orderer in the place indicated by the Orderer. Acceptance of the subject of the Contract by the Orderer will take the form of an acceptance protocol signed by the Parties.

§ 3

Price and terms of payment

1. The Orderer is obliged to pay for The subject matter of the Contract: amount(in words:)
2. The payment will be made by bank transfer to the bank account indicated by the Contractor on the invoice, within 30 days from the date of submitting to the Orderer a correctly issued invoice.
3. The basis for issuing the invoice is the acceptance protocol of the subject matter of the Contract referred to in § 2 para. 7 signed by the Orderer without reservations.
4. The day of charging the Orderer's bank account will be considered the day of payment.
5. The price includes all activities, costs and expenses of the Contractor necessary for full preparation and prompt execution of the Contract inter alia the price for The subject matter of the Contract, performance of the guarantee duties.
6. The costs of transportation and insurance till the acceptance in Orderer's place of business will be paid by the Contractor.
7. The Contractor, in accordance with the Act of 9 November 2018 on electronic invoicing in public procurement, concessions for construction works or services and public-private partnership, has the option of sending structured electronic invoices by electronic means via the Electronic Invoicing Platform. The Orderer has an account on the <https://brokerpefexpert.efaktura.gov.pl> PEF platform. NIP 5329190125. The Orderer does not allow sending and receiving other structured electronic documents via the platform, except for corrective invoices.

§ 4

Conventional penalty

1. In case of a delay in execution of a subject-matter of the Contract the Contractor is obliged to pay the conventional penalty in the amount of 0.2% of the Contract value net, indicated in the § 3 para. 1 of the Contract for every day of delay since the term defined in § 2 paragraph 1 of this Contract.
2. In the event of a delay in the performance of warranty obligations, the Contractor is obliged to pay a contractual penalty in the amount of 0.2% of the net value of the Agreement referred to in § 3 section 1 of the Agreement for each day of delay from the deadlines specified in par. 5 sec. 8 of the Agreement.



3. The total amount of the penalties shall not exceed 5% /five percent/ of the total Contract amount
4. The Contractor agrees to deduct contractual penalties from his remuneration.
5. Payment of a contractual penalty by the Contractor shall not deprive the Orderer of the right to seek compensation on general principles if the contractual penalty does not cover the damage caused.

§ 5

Warranty terms

1. The Contractor provides the Orderer with a guarantee for the subject of the Contract for a period of **months** from the date of signing the acceptance protocol of the subject matter of the Contract without reservations by the Orderer. The Contractor's products subject-matter of the Contract are manufactured with great care, using the best available methods and a high technicality. They could, however be subject to variances arising from fortuitous causes, as defined in § 5 para. 2 below, as well as changes arising from their use by the Orderer. The Orderer is deemed to be aware of these factors. Therefore, the Contractor shall only be required to supply the subject-matter of the Contract which conforming to the specifications contained in § 1 (and enclosure no. 1), and subject to the standard tolerances in professional practice or those indicated in the corresponding technical notice.
2. Reporting a defect will take place in writing, by phone or via email.
3. The Contractor's reaction time to the Orderer's notification shall not exceed 7 working days. By the reaction of the Contractors, the Parties understand the diagnosis of the reported defect and the period necessary for its removal, no longer than 8 weeks. The Contractor only grants warranty against non-conformity, caused by defects in manufacturing, of the subject-matter of the Contract to the specifications contained in § 1 and Enclosure no.1.
4. If it is necessary to transport the subject of the Contract or part thereof to remove the defect the transport will be at the Contractor's expense. If the delivered Subject matter of the Contract is inconsistent with the specification contained in § 1 and enclosure no. 1, then the cost of transport is covered by the Contractor.
5. The subject matter of the Contract reported by the Orderer to remove the defect before the warranty period expires, is subject to repair on the terms described in paragraph 1 - 4.

§ 6

MODIFICATIONS OF THE CONTRACT

1. Pursuant to Art. 455 paragraph. 1 point 1 of the Act, the Ordering Party provides for the possibility of changing the provisions of the concluded Agreement in the following cases and under the following conditions:
 - a) a change in the applicable regulations affecting the performance of this Agreement, including a change in the amount of remuneration resulting from a change in the VAT rate,
 - b) change of the date of completion of the Subject of the Agreement in the following cases:
 - downtime and delays not caused by the Contractor, having a direct impact on the timely delivery; the change consists in extending the deadline by a period of downtime and delays;

- other interruptions in the delivery, arising for reasons beyond the control of the Contractor; the change consists in extending the deadline by the period of the breaks;

- c) change of the date of performance of the Subject of the Agreement - in the event of force majeure, by which, for the purposes of this procedure, the Parties understand an event external to the legal relationship between the Parties, independent of the Parties, which the Parties could not avoid or prevent with due diligence . Force majeure conditioning the amendment to the Agreement shall include in particular: flood, fire and other natural disasters, pandemic, epidemic, riots, strikes, terrorist attacks, hostilities, sudden breakdowns in weather conditions, sudden interruptions in electricity supply, radiation or contamination ; The parties allow, inter alia, the possibility of changing the Agreement in the event of circumstances hindering or preventing the performance of the Agreement due to the drastic deterioration of the situation related to the Covid -19 pandemic and the introduction of a lockdown.

2. The above provisions of sec. 1 lit. b are a catalog of changes to which the Ordering Party may consent, without constituting an obligation of the Ordering Party to express such consent.

§ 7

Withdrawal from the contract

1. The Ordering Party has the right to withdraw from the Agreement in the event that:
 - a. The Contractor does not commence the performance of the Contract or has interrupted its performance and, upon the Ordering Party's request in writing or by e-mail, will not undertake its performance within 7 days from the date of submitting the request;
 - b. The Contractor improperly performs the Contract and, despite being called for due performance and setting a deadline, fails to do so.
2. The Ordering Party may submit a declaration of withdrawal from the Agreement for the reasons indicated in sec. 1 above, within 14 days from the date of expiry of the time limits specified in sec. 1 lit. a) and b).

3. Withdrawal from the Agreement shall be made in writing, otherwise null and void. The declaration should indicate the circumstances justifying the withdrawal from the Agreement. The declaration should be sent to the other Party by registered letter with acknowledgment of receipt or in the form of a letter submitted at the premises of the other Party against receipt. Withdrawal is effective upon delivery of the declaration of withdrawal to the other Party.

§ 8

Final provisions

1. Polish regulations of the Public Procurement Law and the Civil Code apply to cases not regulated by this Contract.
2. Any alterations to this Contract should be in writing in the form of the annex under pain of invalidity.
3. Disputes arising out of the execution of this Contract will be resolved by the Court competent for the seat of the Orderer.



4. In implementation of the provision of art. 4c of the Act of 08 March 2013 on counteracting excessive delays in commercial transactions, the Orderer declares that he has the status of a large entrepreneur within the meaning of Art. 4 point 6 of this Act.
5. The Parties declare that the personal data indicated in the Contract, in particular in its composition and in § 2, will be processed with due diligence on the basis of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of persons physical in connection with the processing of personal data and on the free movement of such data and repealing Directive 95/46 /WE, and the processing of the above-mentioned personal data is necessary for the performance of the Agreement.
6. The Contract was made in 2 identical copies, 1 copy for each party, in Polish and English version.

Attachment:

- Contractor's offer
- Technical specification

THE CONTRACTOR

THE ORDERER