



Gdansk, 20.05.2022

Procedure no.: ZP/56/008/D/22

Concerns public procurement conducted in an open tender mode in accordance with the article 132 of the PPL Act : **Supply of fully automated fuel cell test station.**

The Ordering Party, Gdansk University of Technology, Faculty of Chemistry with its seat at G. Narutowicza Str. 11/12, 80-233 Gdansk, pursuant to article 137 of the Public Procurement Law Act (consolidated text Journal of Laws of 2021, item 1129, as amended) changes the provisions of the ORS:

1) as regards the Attachment no. 4 to the ORS (§4-§6 of the Model Contract Form)

After changes:

§ 4

CONDITIONS FOR EXECUTION OF THE SUBJECT OF THE CONTRACT

1. The Contractor shall deliver the subject of the contract by its own efforts and at its own expense to the Ordering Party's registered office and shall insure the goods in transport on its own and at its own risk, until it is accepted with no reservation by the Ordering Party.
2. Place of delivery of the subject of the contract: Gdansk University of Technology, Chemical Faculty, Chemistry Building....., G. Narutowicza Str. 11/12, 80-233 Gdansk, Poland.
3. The Contractor declares that the subject of the contract will be delivered in packaging protecting against damage.
4. Delivery of the subject of the contract and training of the Ordering Party's employees will occur within ... weeks (according to the tender offer) from the date of conclusion of the contract. This is the maximum deadline for execution of the subject of the contract counted from the date of conclusion of the contract to the date of signing the delivery-acceptance protocol, with no remarks.
5. The Contractor shall conduct training of the Ordering Party's employees in the operation of the device immediately after delivery of the subject of the contract, at the Ordering Party's office, on the Ordering Party's working days and during its working hours, from Monday to Friday from 8:00 to 15:00. The training will ensure the ability to properly and safely handle the subject of the contract.
6. Together with the delivery of the subject of the contract, the Contractor shall provide warranty cards in Polish or English in paper version (1 copy) and technical documentation with drawings and instruction manual in Polish or English in paper and electronic version.
7. To the delivered device being the subject of the contract, the Contractor shall attach relevant documents confirming the marketing authorization on the territory of the Republic of Poland, CE Certificate.
8. In the case of delegation the execution of the contract to Subcontractors, the Contractor bears full responsibility to the Ordering Party for their actions and omissions.
9. Acceptance of the object of delivery in terms of compliance with the tender offer will be made by the employees authorized by the Ordering Party, drawing up a delivery-acceptance protocol with the Contractor. In the case of remarks regarding the execution of the subject of the contract or identified flaws and defects in the subject of the contract, the Parties will agree on the manner and date of removing the deficiencies.



10. The name, technical parameters and price of the subject of the contract delivered to the Ordering Party must be consistent with the Contractor's tender offer. In the event of delivery of defective goods or not meeting the terms of the contract and the conditions specified in ORS, the Ordering Party will not accept the subject of the contract.

11. The Parties shall appoint the persons authorised to represent the Party in the matters related to execution of the contract:

On behalf of the Ordering Party :

Mr./Mrs., tel.: e-mail:

On behalf of the Contractor:

Mr./Mrs.:.....,tel....., e-mail:

12. The Ordering Party and the Contractor shall immediately notify each other of any change of the authorized persons in writing or by e-mail. Damages resulting from failure to comply with this obligation shall be borne by the obligated Party.

13. The above personal data are made available by the Parties to each other in order to execute the contract according to the article 6, paragraph 1, points b), c) and f) 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. The Parties become the administrators of their personal data made available to each other.

§ 5 WARRANTY

1. The Contractor provides a written warranty for the delivered subject of the contract for the period of months, counted from the date of signing the delivery-acceptance protocol with no reservations.
2. The warranty and statutory warranty period shall begin on the day following the day of signing the delivery-acceptance protocol with no reservations or 6 weeks after the arrival of the goods, which ever comes first.
3. Liability under the warranty covers defects or failures arising from the causes inherent in the equipment, as well as any other failures or defects arising from the causes for which the Contractor is responsible.
4. As part of the warranty granted, the Contractor is obliged to conduct free warranty inspections throughout the entire warranty period in accordance with the manufacturer's requirements regarding device inspections.
5. Each time the Contractor undertakes to provide original, brand new parts and consumables. The costs of new parts and consumables related to the current usage of the device shall be borne by the Contractor.
6. The Contractor's obligations under the provided warranty consist either in replacing the subject of the contract with a new one free of defects, or in its repair, or in refunding the price paid.
7. The needs for repairs or replacement during the warranty period shall be reported to the Contractor by the persons authorized by the Ordering Party, indicated in §4 point , by electronic means, on the e-mail address indicated in the Contractor's tender offer:
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8. The Contractor is obliged to confirm immediately by electronic means the receipt of the request for warranty repair or replacement (submitted complaint) from the Ordering Party. If the Contractor does not confirm receipt of such a notification, the Ordering Party shall presume that it has reached the Contractor, unless it proves that it was impossible for technical reasons.
9. In the complaint notification, the Ordering Party is obliged to indicate the expected method of returning to conformity with the contract (replacement or repair).
10. If the Ordering Party requests repair, the Contractor (or the service point indicated in the tender offer) shall be entitled to assess the possibility of repair on site or the need to make repairs at the service point or the legitimacy of replacing the defective subject of the contract with a new one free of defects.



11. At the Ordering Party's office, the representative of the Contractor or of the service point indicated in the tender offer assesses the possibility of repair on site or the need to make repairs at the service point or in the Contractor's office.
12. The costs of transport and insurance as well as the risk of loss or destruction of the subject of the contract during warranty repair or replacement shall be borne by the Contractor.
13. Within the warranty granted, the Contractor undertakes to:
 - 1) begin to fulfil the warranty obligations within no more than 48 hours, counted from the date and time of notification of the need for warranty repair by the Ordering Party;
 - 2) replace the defective subject of the contract with the one free of defects or remove the defect within a reasonable time without undue inconvenience to the Ordering Party;
 - 3) remove the failure within no more than 14 calendar days from the date and time of proceeding to the defect removal. Transport of the device "to" and "from" warranty repair and insurance during this period will occur at the expense and risk of the Contractor;
 - 4) if the deadline for the repair specified in point 3) of this paragraph cannot be met for the reasons beyond the Contractor's control (justification provided by the Contractor in writing), the warranty repair time may be extended, with the consent of the Ordering Party, to the date requested by the Contractor, necessary to finish the repair;
 - 5) in the event of failure to comply with the warranty obligations within the required period, the Ordering Party may delegate the repair to a third party, at the expense and risk of the Contractor; the costs of substitute repair, incurred by the Ordering Party, shall be borne by the Contractor; the substitute repair does not result in the loss of warranty and statutory warranty rights on the part of the Ordering Party;
14. Destruction or loss of the warranty card will not result in the loss of the warranty if the Ordering Party documents the existence of the Contractor's obligation under the warranty in the other way (purchase invoice, delivery-acceptance protocol).
15. The Ordering Party shall have the rights under the statutory warranty regardless of the rights under the warranty. The Contractor's liability under the statutory warranty is not subject to any limitations or exclusions.

§ 6

CONTRACTUAL PENALTIES

1. The Contractor undertakes to pay contractual penalties to the Ordering Party for:
 - a) a delay in the execution of each delivery in the amount of 0,5% of the gross price for each week of a delay, counted from the day following the date on which the delivery was to occur in accordance with § 3, point 1 of this contract,
 - b) for late proceeding with the warranty obligations referred to in § 5, point 13, subpoint 1 of this contract, in the amount of 0,5% of the gross price for each week of a delay counting from the expiry of the deadline, for each event,
 - c) for a delay in removing the failure referred to in § 5, point 13, subpoint 3 of this contract, in the amount of 0,5% of the gross price for each week of a delay, subject to the provisions in § 5, point 13, subpoint 4 of this contract, for each infringement for which there was a delay.
2. For withdrawal from the contract by either Party, subject to the article 456 of the PPL Act, the Party on which the reasons for withdrawal lie will pay the other Party a contractual penalty in the amount of 10% of the gross value of the unexecuted contract.
3. In the event of a damage exceeding the amount of contractual penalties, the Parties reserve the right to claim supplementary compensation on the general principles of the Civil Code.
4. The Contractor agrees to deduct the charged contractual penalty from the price due without prior request.
5. Contractual penalties will be payable within 14 days from the date of issue of a debit note.
6. Claiming the contractual penalties for withdrawal from the contract does not exclude claiming the contractual penalties on other grounds.



7. The total amount of contractual penalties may not exceed 5% of the gross price specified in § 2, point 1 of the contract.
8. In the event of a delay in execution of the subject of the contract due to the SARS-CoV-2 virus pandemic, the contractual penalties will not be charged. In such a case, the Contractor is obliged to substantiate this circumstance.

2) in terms of the date of submission and opening of the tender offers

After changes:

Chapter XII

Method and time limit for submission and opening of tender offers

1. Date and method of submission of the tender offer:

- 1) The tender offer should be submitted electronically via the Platform at the following address: https://platformazakupowa.pl/pn/pg_edu/proceedings on the page concerning the procedure – within the deadline:

day	02.06.2022	hour	10:00
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Date and method of opening of the tender offers:

- 1) Opening of the tender offers will occur on:

day	02.06.2022	hour	10:30
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3) in terms of the tender offer validity period

After changes:

Chapter V

Tender offer validity period

- 1. Tender offer validity period expires on 30.08.2022.**

The remaining content of the ORS is unchanged.