

**Contract/Draft agreement for enquiry No. RSZP-2001 - 40/2020**

concluded on ..... in Poznań, between:

Poznan University of Physical Education, ul. Królowej Jadwigi 27 / 39,61-871 Poznań, Tax Identification Number (NIP) 777-00-03-185, National Business Registry Number (REGON) 000327853, hereinafter referred to as the "Ordering Party"  
Represented by:

1. Stanisław Wiesław Kuhnert, MA - Chancellor of the Poznan University of Physical Education

with countersignature of the Bursar - Elżbieta Rybińska, MA

and the company:

.....

Hereinafter referred to as: the "Contractor"  
Represented by:

.....

This contract was concluded on the basis of Article 4d 1 (1) of the Public Procurement Law.

**§ 1**

1. The subject of the procurement is the delivery of equipment to the Department of Neurobiology, in particular:
  - 1) Part 1 - Water bath (double-hole) for solutions,
  - 2) Part 2 - Anti-vibration table with Faraday cage, AC amplifier, temperature measurement and control system, stereotaxic frame, mouse mounting adapter, mouse spinal adapter and set of handles,
  - 3) Part 3 - Micromanipulator with an intracellular amplifier,
  - 4) Part 4 - Power type 1401 (data download interface) with a computer programme - Spike 2,
  - 5) Part 5 - Motorised stereotaxic frame.<sup>1</sup>
2. A detailed description of the subject of the procurement is included in Appendix No. 1 (description of the subject of the procurement)

**§ 2**

1. The deadline for implementation of the subject of the contract 29th January 2021.
2. The subject of the contract will be delivered to the registered office of the Ordering Party at the following address: ul. Królowej Jadwigi 27/39, Poznań, from Monday to Friday from 7:00 a.m. to 03:00 p.m. at the Contractor's cost and risk.
3. The Contractor shall notify the Ordering Party in writing or by e-mail about the exact date of delivery and installation, at least 2 days in advance.

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<sup>1</sup> At the stage of conclusion of the contract, unnecessary provisions will be deleted.

4. in the event of finding that the subject of the contract has defects or is incompatible with the contract, the Ordering Party has the right to refuse acceptance until the subject of the contract is offered in accordance with the contract or free from defects.

5. Warranty period as recommended by the manufacturer.

### **§ 3**

1. The Contractor is entitled to remuneration for the subject of the contract in the amount of: ..... **PLN gross**, constituting ..... EUR (according to the exchange rate of the National Bank of Poland as of the date of submitting the procurement), including for the part .....  
..... PLN gross, constituting ..... EUR<sup>2</sup>.

2. The remuneration covers all costs of performing the contract, including transport costs.

3. The remuneration will be paid within 30 days of the delivery of the invoice to the Ordering Party - to the account indicated in the invoice.

The date of payment shall be considered the date of debiting the account of the Ordering Party.

### **§ 4**

1. The Parties agree that contractual penalties are the obligatory form of compensation.

2. The Contractor shall pay the Ordering Party contractual penalties:

1) for a delay in the performance of the contract 0.1% of the gross remuneration referred to in § 3 (1) for each day of delay, which does not preclude the Ordering Party from claiming additional compensation on general terms.

2) for withdrawal from the contract or termination of the contract by any of the parties for reasons dependent on the Contractor, the gross remuneration referred to in § 3(1) shall amount to 10%, which does not preclude the Ordering Party from claiming additional compensation on general terms.

In the case of failure to pay the amount due by the Ordering Party within the prescribed time limit, the Contractor has the right to demand payment of statutory interest for delay.

### **§ 5**

The Ordering Party has the right to withdraw from the contract in the following situations:

1) bankruptcy or liquidation of the Contractor's company is announced,

2) in situations specified in the Civil Code.

### **§ 6**

Any disputes arising from the subject of the contract will be settled amicably by the parties.

In the event of failure to reach an agreement, disputes shall be resolved by a common court having jurisdiction over the registered office of the Ordering Party.

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<sup>2</sup> At the stage of concluding the contract, the values of the individual parts will be entered, if the contract is concluded for one part, the unnecessary entry will be deleted

## **§ 7**

I/we declare that I/we have fulfilled the information obligations provided for in Article 13 or Article 14 of the GDPR in relation to the natural persons from whom I/we have directly or indirectly obtained personal data in order to compete for a public procurement in this enquiry <sup>1</sup>.

## **§ 8**

In matters not covered by this Agreement, the provisions of the Civil Code and other applicable laws shall apply.

## **§ 9**

The parties are obliged to inform each other of any change in the legal status of their company, as well as of the opening of bankruptcy, composition and liquidation proceedings.

## **§ 10**

This contract was drawn up in two identical copies, one for the Contractor and one for the Ordering Party.

Ordering Party:

Contractor:

<sup>1</sup>In case the Contractor does not provide personal data other than those directly related to it or there is an exemption from the obligation to provide information pursuant to Article 13(4) or 14(5) of the GDPR, the Contractor shall not provide the content of the declaration (removal of the content of the declaration, e.g. by deleting it).