

SmartFood: Engaging citizens in food diversity in cities

Appendix No. 3 to the Request for Tender No. 39/2022/SmartFood dated 24.11.2022

Contract no. /2022/

concluded on in Konstancin Łódzki between:

Research and Innovation Centre Pro-Akademia, located in Konstancin Łódzki, at 9/11 Innowacyjna Street, entered in the National Court Register of Entrepreneurs kept by the District Court for Lodz-Centre in Lodz, XX Economic Department of the National Court Register under the number KRS 0000171789, NIP 7281919068, REGON 471342017, represented by:

.....

hereinafter referred to as the "Contracting Party",

a

....., located at

..... tax number: represented by:

.....

hereinafter referred to as the "Contractor",

hereinafter collectively referred to as the "Parties",

with the following content:

Preamble

1. This Contract has been entered into following the competitive procurement procedure in accordance with Request for Tender **39/2022/SmartFood dated 24.11.2022**. The Request for Tender (Appendix No. 1), together with the Tender Form (Appendix No. 2), are annexes to this Contract.
2. The Contractor declares that it has the necessary knowledge and experience and technical potential, as well as has a person or persons capable of performing the subject of the Contract. The Contractor undertakes to execute the subject of the Contract with the utmost professional diligence and integrity.

§ 1

Subject of the Contract

1. The subject of the Contract is the delivery of elements for the construction of 20 hydroponic cultivation control units, i.e. integrated sensor systems for monitoring and control described in detail in the content of the **Request for Tender No. 39/2022/SmartFood dated 24.11.2022** attached here to as **Appendix No. 1** (hereinafter also: "Goods"), under the terms and conditions specified in the Request for Tender, the Tender Form and this Contract.
2. The Contractor shall sell and the Contracting Party shall purchase the Goods referred to in point 1 above. Within the subject of the Contract, the Contractor also undertakes to deliver the Goods to the Contracting Party, in accordance with the contents of the Request for Tender, the Tender Form and further provisions of the Contract.
3. The Contractor shall be obliged to deliver, simultaneously with the delivery of the Goods, a set of standard user documentation in electronic form in Polish or English, including in particular warranty cards.

§ 2

Contract execution date and delivery terms

1. The Contractor agrees to deliver the Goods to the Contracting Party together with the documentation referred to in § 1, point 3 of this contract **no later than 19.12.2022**.
2. Delivery of the Goods shall be at the expense and risk of the Contractor. The Contractor shall deliver the Goods to the address indicated by the Contracting Party, i.e. Konstancin Łódzki 95-050, 9/11 Innowacyjna St.
3. Until the Goods are delivered and accepted by the Contracting Party, the Contractor shall bear the risk of all dangers related to any possible damage or loss of the Goods or other damage caused during transportation.
4. The Contractor undertakes to deliver the Goods in accordance with the Tender Form, unused, brand new, originally packaged and ready for use for its intended purpose.

Wspólnie działamy na rzecz Europy **zielonej**, **konkurencyjnej** i **sprzyjającej integracji społecznej**

SmartFood otrzymał dofinansowanie z Funduszy Norweskich 2014-2021 oraz z budżetu Rzeczypospolitej Polskiej za pośrednictwem Narodowego Centrum Badań i Rozwoju w ramach Programu "Badania Stosowane". Projekt korzysta z dotacji w wysokości 1,275 mln euro z Norwegii oraz z dotacji w wysokości 0,225 mln euro z budżetu RP. Całkowita wartość projektu wynosi 1,5 mln euro.

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5. The Contractor declares that the Goods are purchased from the official sales channel of the manufacturer having the appropriate warranty service package.
6. Acceptance of the Goods by the Contracting Party shall take place during the period referred to in point 1 above, on one of the working days from Monday to Friday, from 8.00 am to 4.00 pm, as agreed in advance by the Parties.
7. Acceptance of the Goods by the Contracting Party shall be based on the final protocol, constituting an Appendix to this Contract, signed by the Contracting Party and the Contractor after examination of the compliance of the delivered Goods with the description contained in the Request for Tender and the Tender Form submitted by the Contractor, including preliminary qualitative examination of the delivered Goods, verification of the provided documents
8. In the case that the acceptance of the Goods proceeds without objection, the Parties shall sign a delivery protocol, stating that the acceptance has taken place "without objection".
9. In the event that the preliminary quality examination reveals defects in the delivered Goods or the documentation provided is incomplete or incorrect, or any other irregularities are found in relation to the Tender Form and the Request for Tender, the Parties shall sign a delivery protocol "with objection". The Contractor shall be obliged to remove the defects revealed during the acceptance within the period specified in the acceptance protocol, but no later than within 10 days from the date of signing the protocol.
10. Removal of defects in the Goods in a manner consistent with their intended use or irregularities referred to in point 9 above, found during acceptance shall consist in free replacement of the defective Goods with Goods free of defects.
11. Once the defects of the delivered Goods have been rectified or the Contracting Party has ascertained their correct operation in accordance with their intended use, as well as the completion or rectification of the documentation referred to in the above points, the Parties shall sign a protocol of rectification.
12. The Contractor shall ensure that the delivered Goods are new, of high quality, with the properties specified in this Contract, and furthermore corresponding to the requirements of the law and in accordance with the quality sheet or other documentation provided by the Contractor, and furthermore free from physical or legal defects

§ 3

Warranty terms and conditions

1. The Contractor shall provide the Contracting Party with a warranty period of 12 months.
2. The warranty period shall run from the date of acceptance of the Goods by the Contracting Party, i.e. from the date of signing the protocol of delivery without objection or the protocol of removal of objection.
3. During the warranty period, the Contractor undertakes to remove, free of charge, any malfunctions or defects that prevent or impede the undisturbed use of the Goods by the Contracting Party within 10 days of notification.
4. The Contracting Party shall not be obliged to keep the packaging of the Goods in order to exercise the warranty rights granted by this Contract.
5. The warranty shall not limit the Contracting Party's rights to replace and upgrade the elements of the Goods in accordance with the principles of art and technical knowledge in this regard
6. In case of doubt, the provisions of this paragraph shall prevail over the provisions of the warranty document delivered to the Contracting Party together with the Goods, unless the provisions of the warranty document are more favourable to the Contracting Party.
7. The Contracting Party may exercise rights under the warranty for physical defects, of the Goods independently of the rights under the warranty.

§ 4

Remuneration and terms of payment

1. For the proper execution of the subject of the Contract the Contracting Party shall pay the Contractor a remuneration in the amount of PLN net (in

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words:..... zloty /100), i.e.....
PLN gross (in words:..... zloty/100) .

2. The remuneration will be paid to the Contractor on the basis of a correctly issued invoice within 14 days of its delivery to the Contracting Party . If the Contracting Party prefers a specific description included in the invoice, the Contractor agrees to invoice in accordance with the description indicated by the Contracting Party.
3. The Contractor shall be entitled to issue an invoice covering remuneration only on the basis of a final protocol signed by the Parties or a protocol of rectification signed by the Parties.
4. The remuneration shall be paid by wire transfer to the Contractor's bank account specified in the invoice.
5. The date of payment shall be considered by the Parties in Contract as the date of debiting the Contracting Party's bank account.
6. The remuneration referred to in point 1 shall take into account all costs and burdens associated with the performance of the subject of the Contract and shall include all activities necessary for the proper performance of the subject of the Contract, even if these activities are not explicitly mentioned in the content of this Contract. The Contractor may not demand an increase in the remuneration even if, for reasons beyond its control, it could not foresee all activities necessary for proper performance of the subject of the Contract

§ 5

Contract penalties

1. In the event of non-performance or improper performance of the Contract, the Contracting Party shall have the right to demand from the Contractor payment of liquidated damages in the following cases and amounts:
 - a. in the amount of 2% of the gross order value - in case of withdrawal from the Contract by the Contracting Party due to circumstances for which the Contractor is responsible,
 - b. in the amount of 0.1% of the gross order value - for each day of delay in the delivery of Goods in relation to the deadline specified in § 2 point 1;
 - c. in the amount of 0.1% of the gross order value - for each day of delay in delivery of a set of documents referred to in § 1 point 3, in relation to the deadline specified in § 2 point 1;
2. The contract penalties provided for in this contract shall be cumulative, but the total amount of contract penalties imposed under this contract shall not exceed 10% of the gross contract value.
3. The Contracting Party shall be entitled to claim compensation exceeding the amount of the stipulated contractual penalty on general terms.
4. The Parties unanimously declare that the statement of withdrawal from the Contract shall have no effect on the provisions of the Contract relating to contract penalties.
5. It is allowed to deduct contract penalties from the Contractor's remuneration.

§ 6

Withdrawal from the contract

1. In the event of a significant change of circumstances causing that the performance of the contract is not in the public interest, which could not have been foreseen at the time of conclusion of the Contract, the Contracting Party may withdraw from the Contract within 30 days of becoming aware of these circumstances.
2. The Contracting Party may also withdraw from the contract in the event of the Contractor's delay in delivery. The right to withdraw from the Contract may be exercised by the Contracting Party within 30 days from the date of expiration of the 3rd day of delay in the delivery of the Goods in relation to the deadline indicated in § 2 point 1 of this Contract.
3. Withdrawal from the Contract shall be in writing under pain of nullity. Withdrawal due to the above circumstances does not require a prior request to the Contractor to perform his obligations under the contract, nor setting an additional deadline.

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§ 7

Confidentiality disclaimer

1. Except as provided in point 2, the Contractor agrees during the term of this Contract, and after its expiration or termination, to treat as confidential all information made available to it or provided by the Contracting Party in connection with the performance of this Contract, not to share it in any way with third parties without the written consent of the Contracting Party, and to use it only for the purposes specified in the Contract.
2. The obligation of confidentiality referred to in point 1 shall not apply to information which:
 - a. were publicly known at the time of their disclosure;
 - b. the obligation to disclose of which results from a mandatory provision of law, a court ruling or a decision of another authorized authority, subject to prompt notification of the Contracting Party of such obligation and safeguarding the confidentiality of such information.

§ 8

Contact persons

1. The person responsible on the Contracting Party's side for the comprehensive execution of this Contract shall be:
2. The person designated on the Contractor's side for the comprehensive execution of this Contract shall be:.....

§ 9

Amendments to the contract

1. Any amendment to this Contract shall be in writing in the form of an annex under pain of nullity.
2. The change of persons referred to in § 8 shall not constitute an amendment to the Contract and shall be permitted upon written notification to the other Party, without the need to prepare an annex to the Contract. Until the other Party is notified, the change of persons or data indicated in § 8 shall be ineffective with respect to that Party.
3. The Contracting Party provides for the possibility of amending the content of the Contract in cases and under conditions specified in the "Guidelines for Procurement under the EEA Financial Mechanism 2014 - 2021 and the Norwegian Financial Mechanism 2014 - 2021" issued by the Minister of Finance, Funds and Regional Policy.

§ 10

Disputes

Disputes arising out of or in connection with the performance of this Contract shall be submitted by the Parties to the jurisdiction of the Contracting Party.

§ 11

Final provisions

1. In matters not covered by this Contract, the provisions of the Civil Code shall apply.
2. Appendices to this Contract shall constitute an integral part thereof.
3. The working day of the Parties shall be Monday through Friday, excluding public holidays falling on those days, from 8 a.m. to 4 p.m.
4. The Contract has been drawn up in 2 (two) counterparts, 1 copy for each Party.

Appendices to the contract:

Appendix No. 1 - the Request for Tender ,

Appendix No. 2 - the Tender Form submitted in the course of the procurement procedure.

Appendix No. 3 - Protocol of delivery

CONTRACTING PARTY

.....

CONTRACTOR

.....

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Promotor Projektu: Centrum Badań i Innowacji
PRO-AKADEMIA



Centrum Badań i Innowacji Pro-Akademia
ul. Innowacyjna 9/11, 95-050 Konstantynów Łódzki
www.proakademia.eu

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Appendix No. 3 - Protocol of delivery

PROTOCOL OF DELIVERY

CONTRACTING PARTY	CONTRACTOR
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Delivery date:

The subject of the of delivery under contract no. .../2022/..... dated is the following goods:

1. gross value.....;

Confirmation of completeness of delivery:

- YES *.

- NO * - objections:

*) select as appropriate

Confirmation of compliance of the delivered Goods with the description of the subject in the Request for Tender and Tender Form, including the technical parameters:

- COMPLIANT *.

- INCOMPLIANT * - objections:

*) select as appropriate

In case of a incompliance, the Contractor is obliged to replace or supplement the incompliant Goods within 10 days counting from the date of receipt of the notice.

Final acceptance result:

- POSITIVE (without comments) *.

- NEGATIVE * - necessary corrections.

*) select as appropriate

SIGNATURES OF THE AUTHORIZED PERSONS

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