



The project is co-financed from the European Fund of Regional Development and the State Budget within the Regional Operational Programme of the West Pomeranian Voivodeship for 2007-2013.

**Annex 3 to the RFB**

**AGREEMENT**

entered into this.....day of.....year..... by and between:

Cellco Communications Sp. z o.o., ul .Zamiejska 12, 70-832 Szczecin, represented by:

.....  
.....

hereinafter referred to as the **Ordering Party**,

**and**

....., represented by:

.....  
.....

hereinafter referred to as the **Supplier**.

Resulting from the selection of a bid in the Request for Bid by the Ordering Party on the basis of Civil Code the following agreement is concluded:

**§ 1**

1. The Ordering Party orders and the Supplier accepts for performance **the subject of the agreement comprising the purchase and delivery of LTT-CW-5000-Basic splitter machine with platforms for the machine and equipment installation (including training).**
2. The scope of the subject comprises the purchase and delivery of the machine to the registered seat of the Ordering Party in Szczecin and equipment installation (including operation training) – **according to the description of the order subject in the Request for Bid in Annex 1 to this agreement.**

Project title:

The introduction of innovative technology of manufacturing passive optoelectronic components  
Co-financing agreement no.: UDA-RPZP.01.01.03-32-054/10-00



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3. The basis for the performance of the agreement subject is the Supplier's bid.

## § 2

1. The Parties agree the following lump sum remuneration for the performance of the agreement subject: net amount of: ..... PLN/EUR\*  
(in words: .....), including:
  - 1) **The purchase and delivery of splitter production machine CW-5000** for the price of:  
.....PLN/EUR\*  
(in words: .....);
  - 2) **The purchase and delivery of platforms for the splitter machine** for the price of:  
.....PLN/EUR\*  
(in words: .....);
  - 3) **The launch of machine CW-5000 (with training)** for the price of:  
.....PLN/EUR\*  
(in words: .....);according to the bid of the Supplier in Annex 2 to this agreement.
2. The bank account number of the Supplier for the performance of payments resulting from the agreement: .....
3. Each change of the Supplier's registered seat, bank account number, NIP and REGON numbers requires an immediate written notification of the Ordering Party.
4. The remuneration for the performance of the agreement subject covers all costs related to the agreement performance, including those that cannot be predicted at the moment of the conclusion.

## § 3

1. The final acceptance shall be based on a faultless protocol of final acceptance signed by the parties without reservations.
2. The Supplier is obliged to enclose to the protocol documents confirming the marketing authorisation in the European Union (CE mark).



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#### § 4

1. The date of delivering LTT-CW-5000-Basic splitter machine with platforms for the machine shall be no longer than ..... calendar days from the day of concluding the agreement.
2. The date of equipment installation (including operation training) no later than .....  
.....calendar days from the day of delivery.
3. The Ordering Party may withdraw from the agreement, if the Supplier does not perform its subject within the dates specified in par. 1 and 2.

#### § 5

The Supplier grants the Ordering Party a guarantee for the agreement subject. The guarantee period is: ..... months from the day of signing the protocol of final acceptance.

#### § 6

1. The Ordering Party undertakes to:
  - 1) show the Supplier rooms for the installation with utilities connections necessary for the proper and safe functioning of the equipment,
  - 2) perform final acceptance,
  - 3) pay remuneration for the performed agreement subject.
2. The Ordering Party will be represented by .....

#### § 7

The Supplier undertakes to perform the subject specified in § 1 within the agreed period, with due diligence and according to the provisions of the agreement.

#### § 8

1. The payment shall be based on a final invoice and a faultless protocol of final acceptance.



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2. In case the Supplier fails to fulfil any obligation resulting from the agreement, the Ordering Party shall cease the invoice payment until the reason is removed.
3. Payment deadline: final settlement - ..... calendar days from the day the Ordering Party receives the invoice with a faultless protocol of final acceptance or a protocol confirming the removal of faults detected during the acceptance.
4. The payment day is the day of debiting the bank account of the Ordering Party.
5. The Ordering Party declares that:
  - 1) it authorises the Supplier to issue invoices without the signature of the Ordering Party.
  - 2) its tax identification number NIP is .....

## § 9

1. The parties determine the responsibility for the non-performance or improper performance according to the following rules.
2. The Supplier shall pay the contractual penalty:
  - 1) For the delay in putting the acceptance subject into operation 0.5% of the contractual net remuneration for each day of delay specified in the agreement,
  - 2) For the delay in removing faults found within the guarantee period 0.5% of the contractual net remuneration for the acceptance subject for each day of delay calculated from the day planned for the removal of faults,
  - 3) For the withdrawal from the agreement for reasons attributable to the Supplier 20% of the contractual net remuneration.
3. In case the loss born by the Ordering Party exceeds the reserved contractual penalties the Ordering Party has the right to seek supplementary compensation on the basis of general provisions of the civil code.
4. The claim for payment of contractual penalties due to delay, determined for each started day of delay, becomes exactable:
  - 1) for each first started day of delay - on that day,
  - 2) for each next started day of delay - on each of those days, respectively.
5. The Ordering Party has the right to withdraw from the agreement without specifying an additional date if the Supplier delays the performance of agreement subject.



**PROGRAM REGIONALNY**  
NARODOWA STRATEGIA SPÓJNOŚCI



Urząd Marszałkowski  
Województwa Zachodniopomorskiego

**UNIA EUROPEJSKA**  
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### **§ 10**

The provisions of the Civil Code shall be applicable in issues not governed by this agreement. Any changes shall be made in writing or otherwise remain null and void.

### **§ 11**

This agreement has been prepared in two counterparts, one for each party.

**THE ORDERING PARTY:**

**SUPPLIER:**

\* delete as appropriate