

Contract No.: **ZZ/133/014/D/24**

Gdańsk, 15/03/2024

CONTRACT AWARD NOTICE

Contracting Authority – Gdańsk University of Technology, Faculty of Electrical Engineering and Automation, based in Gdańsk (80-233) at ul. G. Narutowicza 11/12, NIP Tax ID): 5840203593, REGON (Business ID): 000001620, acting pursuant to Article 11(5)(1) of the Act of 11 September 2019 – Public Procurement Law (consolidated text, Journal of Laws of 2023, Item 1605, as amended) informs about the intention to award a contract and invites you to submit tenders for: **“Delivery of eight pieces of high-voltage impulse capacitors 20 uF 35 kV 200 kA for the Faculty of Electrical Engineering and Automation of Gdańsk University of Technology.”**

1. Contract award procedure

- 1) The proceedings are conducted pursuant to Article 11(5)(1) of the Act of 11 September 2019 – Public Procurement Law (consolidated text, Journal of Laws of 2023, Item 1605, as amended) – hereinafter referred to as the PPL.
- 2) Contracting Authority’s website: <https://pg.edu.pl>
E-mail address: logistyka@eti.pg.edu.pl
- 3) This contract notice is published in the Public Information Bulletin on the Contracting Authority’s website: <https://dzp.pg.edu.pl>
- 4) The Contracting Authority awards the contract in a manner that ensures transparency, impartiality and objectivity, as well as equal treatment of entities interested in the performance of the contract, taking into account the circumstances that may affect its award.
- 5) The Contracting Authority stipulates that this notice is an invitation to submit tenders and does not constitute an offer. The receipt of the Contractor’s tender as a result of this invitation is not tantamount to placing an order by Gdańsk University of Technology or concluding any agreement, and it does not require the Contracting Authority to conclude an agreement.
- 6) The Contracting Authority shall not disclose information that qualifies as a trade secret as defined by the provisions on combating unfair competition. This applies if the party interested in entering into the contract has stipulated, prior to the agreement being finalised, that such information cannot be disclosed. Additionally, the party must provide evidence that the proprietary information indeed meets the definition of a trade secret. Proprietary information must constitute a trade secret within the meaning of the Act of 16 April 1993 on combating unfair competition (consolidated text Journal of Laws of 2022, Item 1233). The Contractor should submit an appropriate reservation on the TENDER form, which constitutes Appendix 1 to this notice. Otherwise, the entire tender may be disclosed. Reservation of information that does not constitute a trade secret within the meaning of the Act on combating unfair competition is treated as ineffective and results, in accordance with the resolution of the Supreme Court of 20 October 2005 (Ref. no. III CZP 74/05), in its declassification.

2. Detailed description of the subject of the contract and terms of performance

- 1) The subject of the contract is the delivery of eight pieces of high-voltage impulse capacitors 20 uF 35 kV 200 kA, with the following technical parameters:

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as part of competition No. 4/SZAFIR/2021 for the implementation and financing of projects in the field of
scientific research or development works for national defence and security**

Rated voltage of a single capacitor	Un	35 kV
Maximum reverse voltage of a single capacitor (as a percentage of Un voltage)	Urev	90%
Rated capacity of a single capacitor	Cn	20 uF
Capacity tolerance	ΔC	+20% -20%
Peak value of the impulse discharge current of a single capacitor	Ip	200 kA
Maximum series internal inductance of a single capacitor	Ls (ESL)	100 nH
Maximum mass of a single capacitor	m _{MAX}	220 kg
Maximum dimensions of a single capacitor housing		600 mm x 500 mm x 600 mm + maximum 45 mm insulator bushing electrode height
High-voltage pin type		2 x flat bushing insulator with metric thread connection, min. M10
Minimum repeatability (maximum necessary time between capacitor discharges with an impulse with maximum parameters)	rep	1 impulse every max. 20 seconds
Minimum lifetime of a single capacitor (minimum number of impulses ensuring that the capacitor's rated parameters are maintained)	life	1,000

- 2) The subject of the contract will be financed from the project 'System for generating and emission of high-power electromagnetic impulses used to counteract UAVs' implemented as part of the program 'Development of modern, breakthrough technologies for the security and defence of the country' ('SAPPHIRE'). Project leader: Gdańsk University of Technology Consortium members: Zakład Automatyki i Urządzeń Pomiarowych Arex Sp.z o.o. Agreement no.: DOB-SZAFIR/02/B/004/04/2021. Project value: PLN 21,774,194.00. Co-financing value: PLN 21,774,194.00. Implementation period: 01/06/2023 – 01/12/2026.
- 3) The subject of the contract must be brand new, from current production, free from any defects and damage, without previous use, and cannot be the subject of third-party rights.
- 4) The Contracting Authority requires the Contractor to provide a guarantee for the offered subject of the contract for **at least 12 months**. The guarantee period is counted from the date of signing the acceptance report, without any reservations.
- 5) In order to confirm that the offered supplies meet the requirements specified by the Contracting Authority in the description of the subject of the contract, the Contracting Authority requests that the Contractor submit technical documentation **along with the tender**. Technical documentation is understood by the Contracting Authority as technical specifications provided by manufacturers, distributors, or descriptions prepared by the Contractor based on them. It should also include an indication of the sources of the information provided, such as the address of the manufacturer's website containing a description of the devices included in the tender. The sources of information used to

prepare the technical documentation must be verifiable during the procedure. The technical documentation must confirm all the required technical parameters specified in the description of the subject of the contract. The Contracting Authority allows the documentation to be submitted in English.

- 6) Provisions regarding the method of contract performance and payment terms are specified in the agreement template constituting Appendix 2 to this notice.
- 7) Nomenclature (code) according to CPV: 31711151-6 Solid capacitors.
- 8) Contract completion date:

The Contracting Authority sets a deadline for the performance of the contract: **up to 84 calendar days**, counted from the date of conclusion of the agreement to the date of signing the acceptance report without any reservations.

- 9) Place of contract performance:

Gdańsk University of Technology, Faculty of Electrical Engineering and Automation,
ul. Własna Strzecha 18a, High Voltage Building, 80-234 Gdańsk.

3. How to prepare the tender:

- 1) The tender must include at least:

- a) a completed tender form prepared using the template attached as Appendix 1 to the notice;
- b) optional power of attorney (if applicable);
- c) technical documentation of the offered subject of the contract, referred to in Chapter 2 Paragraph 5 of this notice.

- 2) The Contractor is obligated to indicate the offered equipment in its tender, characterising it by indicating the manufacturer and model, or catalogue number, or name, or other information clearly identifying the offered subject of the tender.

- 3) Each Contractor may submit only one tender and propose only one price.

- 4) The tender must be submitted in writing, in Polish or English.

- 5) Tenders are submitted:

- **in writing** (with a handwritten signature) – in a closed and marked envelope, at the registered office of the Contracting Authority: Gdańsk University of Technology, Faculty of Electronics, Telecommunications and Informatics, 80-233 Gdańsk, ul. G. Narutowicza 11/12, WETI A building (No. 41), Room 114

or

- **using electronic means of communication:**

- a) in electronic form (with a qualified electronic signature) or;

- b) in electronic form (with a trusted signature or personal signature)

sent to the following address: logistyka@eti.pg.edu.pl, with the following in the subject line

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scientific research or development works for national defence and security**

ref.: "ZZ/133/014/D/24 - TENDER".

6) The tender must be signed by a person or persons authorised to represent the Contractor in accordance with the form of representation of the Contractor specified in the register or other document appropriate for the given organisational form of the Contractor or by an authorised representative of the Contractor.

7) Consequences of submitting a tender contrary to the description above is the sole responsibility of the Contractor.

8) If the authorisation to sign the tender is not directly derived from the document confirming the Contractor's legal status, the tender must be accompanied by a relevant power of attorney. The power of attorney should clearly state its scope and be issued by authorised individuals.

9) The Contractor may ask the Contracting Authority to clarify the content of the notice (by way of e-mail)
to the address: logistyka@eti.pg.edu.pl. Contact person for Contractors: Olga Warszewska.

4. How the tender price is calculated

- 1) The Contractor specifies the price for the performance of the contract in the tender form prepared using the template constituting Appendix 1 to this notice.
- 2) The price must be specified in Euro.
- 3) The tender price should be specified in gross value with an accuracy of two decimal places.
- 4) The VAT rate should be determined in accordance with the legal provisions in force on the date of submission of the tender.
- 5) The tender price should be calculated taking into account all elements related to the correct and timely execution of the contract. Costs incurred by the Contractor but not included in the tender price are not additionally settled by the Contracting Authority.
- 6) Settlements between the Contracting Authority and the Contractor are made in Euro.
- 7) The price specified in the tender is valid for the entire period of validity of the tender and is binding for the concluded agreement.
- 8) The tender price is not subject to any negotiations.
- 9) In the case of Contractors jointly applying for the award of the contract, settlements are made only with the proxy.
- 10) If a tender is submitted in the proceedings – the selection of which would result in the Contracting Authority being subject to tax obligations in accordance with the Act of 11 March 2004 on tax on goods and services (consolidated text: Journal of Laws of 2023, Item 1570, as amended), for the purposes of applying the price or cost criterion – the Contracting Authority adds to the price presented in this tender the amount of tax on goods and services that it would be obliged to settle. In such a case, when submitting a tender, the Contractor must inform the Contracting Authority that selecting their tender

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will result in the Contracting Authority being subject to tax obligations. The Contractor should also provide the name and value of the goods or services, excluding tax amounts, as well as the expected goods and services tax rate, based on the Contractor's knowledge.

5. Validity period of the tender

Validity period of the tender: 30 days, i.e. until 01/05/2024

6. Deadline and method of submitting tenders

- 1) The deadline for submitting tenders is 02/04/2024 at 11:00 a.m.
- 2) The Contractor may change or withdraw its tender before the deadline for submitting tenders.
- 3) Tenders sent after the deadline will not be considered.
- 4) Documents in the form of copies should be certified as true copies of the original by the person or persons authorised to represent the Contractor in accordance with the Contractor's authorised form of representation.

7. Criteria for evaluating tenders

- 1) When selecting the most advantageous tender, the Contracting Authority is guided by the following criterion: tender price – 100%, as follows:
 - a) The total gross price of the tender in Euro is subject to evaluation;
 - b) The Contracting Authority awards the maximum number of 100 points to the tender with the lowest price;
 - c) The Contracting Authority awards points to the remaining tenders according to the formula:

$$Pc = \frac{Cn}{Cb} \times 100$$

where:

Pc – the number of points awarded to the evaluated tender in the 'tender price' criterion;

Cn – the lowest gross price among the submitted valid, non-rejected tenders in Euro;

Cb – gross price of the evaluated tender in Euro;

100 – criterion weight.

Calculations are made by the Contracting Authority with an accuracy of two decimal places.

- 2) If two or more tenders with the same price are submitted, the Contracting Authority calls on the Contractors submitting these tenders to submit additional tenders within the deadline specified by the Contracting Authority. Contractors submitting additional tenders cannot offer prices higher than those offered in previously submitted tenders.
- 3) In the course of evaluating the tenders submitted, the Contracting Authority may request the Contractor to provide explanations regarding the content of the tender submitted.
- 4) The Contracting Authority corrects obvious typing errors in the text of the tender and immediately informs the Contractor whose tender was corrected. An obvious typing error should be understood, in particular, as a visible, unintentional misuse of a word;



a clearly incorrect spelling of a word; an obvious grammatical error; an unintentional omission of a word or part thereof.

- 5) The Contracting Authority corrects obvious calculation errors, taking into account the calculation consequences of the corrections made, and immediately informs the Contractor whose tender was corrected.
- 6) The Contracting Authority corrects other errors consisting in non-compliance of the tender with the content of the notice, which do not result in significant changes in the content of the tender, immediately informing the Contractor whose tender was corrected.
- 7) The Contracting Authority provides for the possibility of supplementing the documents required with the tender.
- 8) The Contracting Authority rejects the tender in the cases specified in Article 226 of the PPL.
- 9) The Contracting Authority cancels the procedure in the circumstances specified in Article 255 and 256 of the PPL.
- 10) The Contracting Authority excludes from the contract award procedure the Contractor in relation to which any of the circumstances referred to in Article 7(1)(1) to (3) of the Act on special solutions for counteracting support for aggression against Ukraine and for the protection of national security of 13 April 2022. (Journal of Laws of 2023, Item 1497, as amended), hereinafter referred to as the Sanctions Act.

The Contracting Authority independently verifies the Contractor in terms of exclusion from the procedure based on the above-mentioned grounds. In the case of a Contractor excluded under Article 7(1) of the Sanctions Act, the Contracting Authority rejects the tender pursuant to Article 226(1)(2)(a) of the PPL in connection with Article 7(1) and (3) of the Sanctions Act.

8. Payment settlement method

- 1) The basis for issuing an invoice for the completion of the subject of the contract is an unreserved acceptance report signed by both parties.
- 2) Payment takes place within 21 days from the date of receipt by the Contracting Authority of a correctly issued invoice, from the Contracting Authority's account to the Contractor's account indicated in the list of entities kept by the Head of the National Tax Administration, referred to in Article 96b of the Act on goods and services.
- 3) The day of debiting the Contracting Authority's account is considered the payment date.

9. Agreement

- 1) By submitting a tender, the Contractor undertakes, if its tender is selected as the most advantageous, to sign an agreement with the content consistent with the template constituting Appendix 2 to this notice, within the deadline specified by the Contracting Authority.
- 2) The Contracting Authority allows for the possibility of changes to the provisions of the concluded agreement in relation to the content of the tender on the basis of which the Contractor was selected, on the terms specified in the agreement template constituting Appendix 2 to this contract award notice.

10. Information clause regarding the processing of personal data and the free movement of such data

Pursuant to Article 13(1) and (2) of 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 (General Data Protection Regulation) (OJ of the EU L 119 of 04/05/2016, p. 1, as amended: Journal of the UE L 127 of 2018, No 127, p. 2), hereinafter referred to as the “GDPR”, the Contracting Authority informs you that:

- 1) The controller of your personal data is Gdańsk University of Technology ul. Narutowicza 11/12, 80-233 Gdańsk;
- 2) The personal data protection officer at Gdańsk University of Technology is Paweł Baniel | Tel. +48 58 348-66-29, e-mail: iod@pg.edu.pl;
- 3) Your personal data is processed pursuant to Article 6(1)(c) of the GDPR for purposes related to the public procurement procedure for the ‘Delivery of eight pieces of high-voltage impulse capacitors 20 uF 35 kV 200 kA for the Faculty of Electrical Engineering and Automation of Gdańsk University of Technology’, no.: ZZ/133/014/D/24” conducted pursuant to Article 11(5)(1) of the Act of 11 September 2019 – Public Procurement Law (Journal of Laws of 2023, Item 1605, as amended) hereinafter referred to as the ‘PPL’;
- 4) the recipients of your personal data are persons or entities to whom the documentation of the procedure will be made available pursuant to Article 18(1) of the PPL;
- 5) your personal data is stored in accordance with Article 78(1) and (4) of the PPL for a period of four years from the date of completion of the contract award procedure, and if the duration of the agreement exceeds four years, the storage period covers the entire duration of the agreement. Documentation of public procurement procedures financed from European Union (EU) funds is also kept for the period resulting from contracts for co-financing of projects financed from EU funds;
- 6) the obligation to provide your personal data directly concerning you is a statutory requirement specified in the provisions of the PPL, related to participation in a public procurement procedure; the consequences of not providing certain data arise from the PPL;
- 7) in relation to your personal data, decisions are not made in an automated manner, pursuant to Article 22 of the GDPR;
- 8) you have:
 - pursuant to Article 15 of the GDPR, the right to access your personal data;
 - pursuant to Article 16 of the GDPR, the right to rectify your personal data (*exercising the right to rectify may not result in a change in the outcome of the public procurement procedure or a change in the provisions of the agreement to the extent inconsistent with the PPL and may not violate the integrity of the protocol and its attachments*);
 - pursuant to Article 18 of the GDPR, the right to request the controller to limit the processing of personal data, subject to the cases referred to in Article 18(2) of the GDPR (*the right to limit processing does not apply to storage, to ensure the use of legal remedies or to protect the rights of another natural or legal person, or for important reasons of public interest of the European Union or a Member State*);
 - the right to lodge a complaint with the President of the Personal Data Protection Office with its registered office in Warsaw when you consider that the processing of your personal data violates the provisions of the GDPR;
- 9) you do not have:
 - in connection with Article 17(3)(b), (d) or (e) of the GDPR, the right to delete your personal data;
 - the right to data portability referred to in Article 20 of the GDPR;

- pursuant to Article 21 of the GDPR, the right to object to the processing of personal data, because the legal basis for the processing of your personal data is Article 6(1)(c) of the GDPR.

10) Additionally, pursuant to Article 19(4) of the PPL, the Contracting Authority informs you about the restrictions referred to in Article 19(2) and (3) and Article 75 of the PPL:

- 1) if the Contractor exercises the right to obtain confirmation as to whether personal data concerning the Contractor are being processed, the Contracting Authority is entitled to request additional information from the Contractor specifying the request (e.g. name or date of the contract award procedure);
- 2) if the Contractor exercises the right to limit the processing of its personal data, the Contracting Authority is entitled to process such data until the contract award procedure is completed.

Appendices to the contract award notice:

- 1) Appendix 1 – Tender form.
- 2) Appendix 2 – Draft provisions of the agreement

Appendix 1 to the Contract award notice

Case number (reference number): **ZZ/133/014/D/24**

TENDER

Contracting Authority:

**Gdańsk University of Technology, Faculty of Electrical Engineering and Automation
ul. G. Narutowicza 11/12, 80-233 Gdańsk**

In response to the contract award notice for 'Delivery of eight pieces of high-voltage impulse capacitors 20 uF 35 kV 200 kA' for the Faculty of Electrical Engineering and Automation of Gdańsk University of Technology.

I/we the undersigned:

first name last name

first name last name

(authorisation to sign the tender results from the documents attached to the tender)

acting on behalf of and for:

Full name of the Contractor (in the case of Contractors jointly applying for the contract, all Contractors should be indicated, including the details of partners in a civil law partnership):	
Contractor's address:	
REGON [National Business Registry Number]: NIP [Tax Identification Number]:	Entry in the National Court Register (KRS) under the number:* Entry in the Central Registration and Information on Business (CEIDG) * Another relevant register under number*
phone number:	E-mail address for correspondence related to the procedure:@..... E-mail address from which electronic invoices are sent:@.....



1. We offer the implementation of the above-mentioned subject of the contract on the terms specified in the contract award notice:

.....
(manufacturer, name and catalogue number or other data enabling clear identification of the offered subject of the contract)

for the gross price: EUR

including VAT at the rate of 23% * (applies to the domestic Contractor)

for the net price: EUR

excluding VAT* (applies to the foreign Contractor)

*delete as appropriate**

(price must be expressed numerically, accurate to two decimal places)

Information regarding the Contracting Authority's tax obligation* (complete only if it applies to the Contractor, see how to calculate the price - chapter 4 of the contract award notice).

Pursuant to Article 225(1) and (2) of the Act of 11 September 2019 – Public Procurement Law (consolidated text: Journal of Laws of 2023, Item 1605, as amended), hereinafter referred to as the PPL, I/we inform that:

the selection of our tender will result in creating a tax obligation for the Contracting Authority in accordance with the provisions on tax on goods and services (consolidated text: Journal of Laws of 2023, Item 1570, as amended) in the following scope:

.....
(indicate the name (type) of goods or services, the delivery or provision of which will result in a tax obligation for the Contracting Authority)

The value of the goods or services covered by the tax obligation of the Contracting Authority, without the amount of tax:

EUR

If the Contractor fails to inform the Contracting Authority unambiguously that the selection of the tender will result in a tax obligation for the Contracting Authority in accordance with the provisions on tax on goods and services, the Contracting Authority considers that the selection of its tender will not result in such an obligation.

2. We will complete the contract within calendar days from the date of conclusion of the agreement to the date of signing the acceptance report without any reservations.
3. We provide a guarantee for the offered subject of the contract for months, counted from the date of signing the acceptance report without any reservations.
4. We represent that the offered subject of the contract meets all the requirements of the Contracting Authority specified in the contract award notice.

5. We represent that the tender price includes all price-setting elements resulting from the scope and method of execution of the subject of the contract, specified in the contract award notice, including all costs accompanying the execution of the contract. All additional costs incurred during the execution of the contract, which are not included in the tender price, will not be billed to the Contracting Authority.
6. We represent that the offered subject of the contract is brand new, free from any defects and not subject to third party rights.
7. We confirm that we have read the contract award notice, and we have no objections to its content. We consider ourselves bound by the provisions and rules of conduct specified therein.
8. We represent that we have read the draft provisions of the agreement, a template of which is attached as Appendix 2 to the contract award notice. We do not raise any objections to their content. If our tender is selected, we undertake to conclude the agreement under the terms and conditions specified therein, at the place and time specified by the Contracting Authority.
9. We accept the payment terms specified in the draft provisions of the agreement.
10. We consider ourselves bound by this tender for a period of 30 days from the deadline for submitting tenders.
11. We represent that we intend to perform the contract with the participation of the following subcontractors, within the scope (*specify the scope and, if known, the business name (name) of the proposed subcontractors*)
12. Trade secret declaration (*complete if applicable*)
We represent that a trade secret within the meaning of the provisions on combating unfair competition is the information contained in the tender on pages no.:/ file named:, which cannot be made available* The tender is accompanied by a justification for our reservation of information constituting trade secrets* (*if applicable*)
13. Representation of Contractors jointly applying for the contract (*complete if applicable*)
As Contractors jointly applying for the contract, we represent that for the purposes of this contract, in accordance with Article 58(2) of the PPL, we have appointed a proxy who is
The above personal data are shared by the parties with each other, pursuant to Article 6(1)(b),(c) and (f) of the GDPR.

14. The person authorised to contact the Contracting Authority in matters related to the performance of the contract is:

Mr/Mrs: phone no.:, e-mail:

15. Needs for repairs or replacement in the guarantee period should be reported electronically to the following e-mail address:

16. I represent that I have fulfilled the information obligations provided for in Article 13 and Article 14 of the GDPR towards natural persons from whom I obtained personal data directly or indirectly in order to apply for a public procurement contract in this procedure. *If the Contractor does not provide personal data other than the data directly concerning them or the information obligation is excluded, pursuant to Article 13(4) or Article 14(5) of the GDPR, the Contractor does not submit the content of the representation (remove the content of the representation, e.g. by deletion).*

17. We represent that we are not subject to the exclusion pursuant to Article 7(1) of the act on special solutions for counteracting the support for aggression against Ukraine and for the protection of national security of 13 April 2022 (consolidated text: Journal of Laws of 2023, Item 1497, as amended).

The following documents are appendices to the Tender and constitute its integral part:

- 1
- 2
- 3

***The document must be signed:
with a handwritten signature in the case of submitting a tender in writing or with a qualified electronic
signature or
a trusted signature or
personal signature
by the person or persons authorised to represent the Contractor***

Case number (reference number):
ZZ/133/014/D/24

DRAFT PROVISIONS OF THE AGREEMENT
No. ZZ/133/014/D/24

concluded on ¹..... in Gdańsk by and between:

Gdańsk University of Technology, Faculty of Electrical Engineering and Automation, with its registered office in Gdańsk, ul. G. Narutowicza 11/12, REGON [National Business Registry Number]: 000001620, NIP [Tax Identification Number]: 584-020-35-93

represented on the basis of the Power of Attorney of the Rector of Gdańsk University of Technology by:

Dr Mirosław Wołoszyn – Dean of the Faculty of Electrical Engineering and Automation of Gdańsk University of Technology, hereinafter referred to as the “Contracting Authority” and

..... with its registered office in at, entered into the Central Information of the National Court Register (KRS) under the number:, REGON [National Business Registry Number]:, NIP [Tax Identification Number]:

represented by:

.....
or (in the case of an entrepreneur entered into the Central Registration And Information on Business) First and last name, operating under the business name:, with its registered office in at, entered into the Central Registration and Information on Business, NIP [Tax Identification Number], REGON [National Business Registry Number]:

hereinafter referred to as the “Contractor”,

to whom the contract is awarded pursuant to Article 11(5)(1) of the Act of 11 September 2019 – Public Procurement Law (consolidated text, Journal of Laws of 2023, Item 1605, as amended), for ‘Delivery of eight pieces of high-voltage impulse capacitors 20 uF 35 kV 200 kA for the Faculty of Electrical Engineering and Automation of Gdańsk University of Technology’, procedure no. ZZ/133/014/D/24.

§ 1
Subject of the agreement

1. The subject of the agreement is the supply of eight pieces of high-voltage impulse capacitors 20 uF 35 kV 200 kA for the Faculty of Electrical Engineering and Automation of Gdańsk University of Technology, under the conditions specified in the contract award notice no. ZZ/133/014/D/24 and in the tender dated 2024 submitted by the Contractor, constituting annexes to this agreement and constituting its integral part.
2. The Contractor represents that the subject of the agreement is brand new, free from any physical defects and damage, without previous use and is not subject to third party rights.
3. Purchase carried out as part of the project: ‘System for generating and emission of high-power electromagnetic impulses used to counteract UAVs’ implemented as part of the program ‘Development of modern, breakthrough technologies for the security and defence of the country’ ‘SAPPHIRE’
Project leader: Gdańsk University of Technology
Consortium members: Zakład Automatyki i Urządzeń Pomiarowych Arex Sp. z o.o.
Agreement no.: DOB-SZAFIR/02/B/004/04/2021

¹ The date of conclusion of the agreement is the date of signing the agreement by a person authorised by the Rector.

Project value: PLN 21,774,194.00
Co-financing value: PLN 21,774,194.00
Implementation period: 01/06/2023 – 01/12/2026

§ 2

Agreement price and payment terms

1. For the correct performance of the subject of the agreement and in accordance with the submitted tender, the gross price is set at **EUR** (in words: **Euro**).
2. The price specified in Paragraph 1 includes all price-setting elements resulting from the scope and method of execution of the agreement and satisfies all claims of the Contractor against the Contracting Authority for the performance of this agreement.
3. Payment for the subject of the agreement is made by transferring funds to the Contractor's bank account, as indicated in the list of entities maintained by the Head of the National Tax Administration, as referred to in Article 96b of the Act on tax on goods and services, and on the invoice. The payment must be made within 21 days from the date of delivery of a correctly issued invoice. The invoice is issued on the basis of an acceptance report signed by both parties without any reservations, which confirms the proper performance of the Agreement.
4. The day of debiting the Contracting Authority's account is considered the payment date.
5. The invoice should be issued with the following details:
Gdańsk University of Technology
ul. G. Narutowicza 11/12
80-233 Gdańsk
NIP [Tax Identification Number]: 584-020-35-93
The invoice must contain the number of this agreement: ZZ/133/014/D/24.
6. The Contractor represents that an invoice issued in paper form is not issued in an electronic form, and vice versa.
7. In the case of a paper invoice or in an electronic form, e.g. PDF (Portable Document Format), it may be sent by the Contractor by e-mail to the Contracting Authority's address: efaktury@pg.edu.pl.
8. The Contractor represents that it ensures the authenticity of origin, integrity of content and legibility of an invoice sent electronically.
9. The Contractor is not obliged to send a structured electronic invoice to the Contracting Authority via the platform in accordance with the provisions of the Act of 9 November 2018 on electronic invoicing in public procurement, concessions for construction works or services and public-private partnership (consolidated text: Journal of Laws of 2020, Item 1666, as amended).

§ 3

Date, place and conditions of execution of the Agreement

1. Delivery of the subject of the agreement takes place **within calendar days** from the date of conclusion of the agreement.
2. Place of delivery of the subject of the agreement: Gdańsk University of Technology, Faculty of Electrical Engineering and Automation, ul. Własna Strzecha 18a, High Voltage Building, 80-234 Gdańsk. Transport, packaging and insurance costs for transport and delivery to the above-mentioned place are borne by the Contractor.
3. The name, technical parameters and price of the subject of the agreement delivered to the Contracting Authority must be consistent with the Contractor's tender. If the goods delivered are defective or do not meet the terms and conditions of the contract, the Contracting Authority does not accept them.
4. The Contractor declares that the subject of the agreement will be delivered in original packaging.
5. The Contractor declares that the subject of the agreement will be delivered in packaging protecting against damage.
6. Together with the delivery, the Contractor provides Guarantee Conditions for each device and documentation, in particular the user manual.
7. If the execution of the agreement is entrusted to subcontractors, the Contractor is fully liable to the Contracting Authority for their actions or omissions.

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8. Delivery must take place on the Contracting Authority's business days, between 8.00 a.m. and 3.00 p.m., after notification by telephone at least 48 hours in advance.
9. Delivery of the subject of the agreement includes its unloading and bringing it by the Contractor to the place previously agreed with the Contracting Authority.
10. The delivery subject is accepted in terms of compliance with the tender by employees authorised by the Contracting Authority. These employees prepare the acceptance report together with the Contractor. In the event of comments regarding the implementation of the subject of the agreement or identified defects in the subject of the agreement, the parties agree on the method and deadline for removing the irregularities. This deadline is longer than 14 calendar days. The above circumstances do not negate the rights of the Contracting Authority or the consequences for the Contractor in case of failure to meet the deadline for the performance of the agreement, as specified in Paragraph 1 of this section. This also includes the liability for non-performance or improper performance of contractual obligations.

§ 4

Guarantee and terms of repairs during the guarantee period

1. The Contractor provides a guarantee for the delivered subject of the agreement for months, counted from the date of signing the acceptance report without any reservations.
2. The Contractor's obligations under the granted guarantee consist in either replacing the subject of the agreement with a new one free from defects, or repairing it – the final decision is made after consultation between the Contracting Authority and the Contractor.
3. The need for repairs or replacements during the guarantee period are notified to the Contractor by persons authorised by the Contracting Authority, indicated in § 6(1), electronically, to the e-mail address indicated in the Contractor's tender:
4. The Contractor is obliged to immediately confirm electronically the receipt of the notification of the need for the guarantee repair or replacement (complaint) from the Contracting Authority. If the Contractor does not confirm receipt of such a notification, the Contracting Authority assumes that it has reached the Contractor, unless it proves that it was impossible for technical reasons.
5. In the complaint, the Contracting Authority, after consultation with the Contractor, indicates the expected method of bringing the defective subject of the agreement into compliance with the agreement (replacement or repair).
6. If the Contracting Authority requests a repair, the Contractor (or the service point indicated in the tender) is entitled to assess the possibility of repair on-site, the necessity of repair at a service point or the advisability of replacing the defective subject of the agreement with a new one free from defects.
7. As part of the guarantee granted, the Contractor undertakes to:
 - 1) commence the performance of guarantee obligations within a period not longer than 2 business days, counted from the date of reporting the need for the guarantee repair by the Contracting Authority;
 - 2) replace the defective subject of the agreement with a one free from defects or remove the defect within a reasonable time, without excessive inconvenience to the Contracting Authority;
 - 3) perform the repair within no more than 30 calendar days from the date and time of starting to remove the defect. Transport of the device "to" and "from" the guarantee repair and insurance during this period is at the expense and risk of the Contractor;
 - 4) if the repair deadline specified in Item 3 above cannot be met for reasons beyond the control of the Contractor (written justification), the guarantee repair period may be extended with the consent of the Contracting Authority to 30 calendar days;
 - 5) in the event of failure to fulfil guarantee obligations within the required period, the Contracting Authority may entrust the repair to a third party, at the expense and risk of the Contractor; the costs of substitute removal of the failure incurred by the Contracting Authority are borne by the Contractor; substitute performance does not result in the Contracting Authority's loss of guarantee and guarantee rights;
8. Guarantee repairs are performed at the registered office of the Contracting Authority or the Contractor or in a service point fulfilling the Contractor's guarantee obligations towards the Contracting Authority, indicated in the tender.

9. The costs of transport and insurance as well as the risk of loss or destruction of the subject of the agreement in connection with the guarantee repair or replacement are borne by the Contractor.
10. Destruction or loss of the guarantee card does not result in loss of the guarantee if the Contracting Authority documents the existence of the Contractor's obligation under the guarantee in another way (purchase invoice, acceptance report).
11. The Contracting Authority is entitled to warranty rights regardless of guarantee rights, including the manufacturer's guarantee. If the Contracting Authority does not indicate which rights it uses, it is considered that it exercises the rights under the warranty.
12. The Contractor's liability under the warranty for defects shall not be subject to any limitations or exclusions.

§ 5

Contractual penalties and withdrawal from the agreement

1. The Contracting Authority charges the Contractor a contractual penalty:
 - 1) for delay in the performance of the subject of the agreement, in the amount of EUR 50 for each day of delay, starting from the first day after the expiry of the deadline for execution of the subject of the agreement specified in § 3(1) of this agreement up to and including the date of completion;
 - 2) for delay in commencing the fulfilment of the guarantee obligations referred to in § 4(7)(1) in the amount of EUR 25 for each day of delay;
 - 3) for delay in fulfilling the guarantee obligations referred to in § 4(7)(3) in the amount of EUR 25 for each day of delay;
 - 4) for delay in replacing the defective subject of the agreement with a defect-free one, in the amount of EUR 25 for each day of delay, counted from the day set for replacing the subject of the agreement up to and including the date of replacement.
2. For withdrawal from the agreement by either Party, the Party responsible for the withdrawal pays the other Party a contractual penalty in the amount of 10% of the price specified in § 2(1) of this agreement.
3. The total maximum amount of contractual penalties charged under this agreement may not exceed 20% of the total gross price specified in § 2(1) of this agreement.
4. The parties are not responsible for delays caused by force majeure.
5. In the event of damage exceeding the amount of contractual penalties, the Parties reserve the right to seek additional compensation under the general rules of the Civil Code.
6. Contractual penalties are payable within 14 days from the date of issuance of the debit note.
7. The Contractor agrees to deduct the charged contractual penalty from the price it is entitled to.

§ 6

Other terms of delivery

1. The person authorised to represent the Contractor in matters related to the execution of the agreement is:, phone no., e-mail:
2. The person authorised to represent the Contracting Authority in matters related to the execution of the agreement is:, phone no., e-mail:
3. The Contracting Authority and the Contractor immediately notify each other about any change in the designated persons. Damage resulting from failure to fulfil this obligation is borne by the obligated party.
4. The personal data indicated in this agreement is made available by the Parties to each other in order to perform the agreement, pursuant to Article 6(1)(b), (c) and (f) of 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 (General Data Protection Regulation) (OJ of the UE L of 2016, no. 119, p. 1; as amended: Journal EU L of 2018, No. 127, p. 2). The Parties become the controller of personal data shared with each other and pursuant to Article 14(5)(c) the above-mentioned regulation, the information obligation referred to in Article 14 of the above-mentioned regulation does not apply.

§ 7

Amendments to the agreement

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1. This agreement may be amended on the terms set out in this agreement and with the consent of both Parties.
2. The Contracting Authority provides for the possibility of making amendments to the provisions of this agreement in relation to the content of the tender on the basis of which the Contractor was selected, in particular under the conditions specified below:
 - 1) In the event of an amendment to the provisions in force in the Republic of Poland regarding the value of tax on goods and services (VAT) in the scope covering the subject of the contract, the Contracting Authority provides for the possibility of an appropriate amendment in this respect.
 - a) The agreement price may change if the VAT rate is lowered or increased as a result of changes in applicable regulations.
 - b) Each Party is entitled to submit a written request to the other Party to amend the agreement regarding payments resulting from invoices issued after the entry into force of the provisions changing the goods and services tax rate. The request should include factual justification and an indication of the legal basis for changing the goods and services tax rate, as well as a precise calculation of the amount due to the Contractor after amending the agreement. The change in the agreement price only covers payments for deliveries that have not yet been made on the date of the VAT rate change.
 - c) The obligation to demonstrate the impact of changes in the VAT rate on the change in the agreement price rests with the applicant, under pain of refusing to amend the agreement.
 - 2) The deadline for completing the subject of the agreement, specified in the agreement, may change in the event of force majeure:
 - a) Neither party is liable for the occurrence and effects of force majeure, which is understood as an event of an extraordinary nature with extraordinary consequences that are objectively impossible to predict. Due to the force of the impact, effective defence measures could not be taken.
 - b) A party that cannot perform the agreement due to force majeure or cannot perform it properly for this reason is obliged to immediately notify the other party of the occurrence of force majeure, otherwise losing the right to invoke this circumstance. In the notification, the parties are informed about the type of force majeure and its expected effects on the agreement. At the same time, the party affected by force majeure is obligated to take all necessary measures with the same level of diligence as any professional economic participant, in order to minimise the impact of force majeure. These measures should specifically target the continued fulfilment of this agreement.
 - c) The Parties anticipate that force majeure may result in the need to amend the agreement, specifically regarding the performance deadline. This may include extending the performance deadline by the duration of the force majeure and its effects. In the aforementioned circumstances, the Parties establish a new contractual deadline, provided that the scope of the change in the deadline must be proportional to the reason that caused it.
 - 3) Regarding the subject of the agreement:
 - a) The Parties acknowledge the possibility of modifying the provisions of the agreement that was concluded, regarding the content of the tender, in the event that the Contractor, due to circumstances beyond their control, is unable to procure the offered equipment at the time of performing the agreement. It is then allowed, with the prior written consent of the Contracting Authority, to provide equipment with the same or better technical parameters or with higher functionality, at the price resulting from the Contractor's tender.
 - b) The Contractor is responsible for notifying the Contracting Authority in writing about the need to replace the subject of the agreement with another due to its unavailability on the market. The Contractor must also obtain the written consent of the Contracting Authority for the proposed replacement.
 - c) Such a change may not result in a change in the price of the subject of the agreement resulting from the Contractor's tender.



§ 8

Final provisions

1. In matters not regulated by this agreement, the provisions of the Civil Code apply, unless the provisions of the PPL and other generally applicable provisions of law provide otherwise, in particular Article 15 of the Act of 2 March 2020 on special solutions related to the prevention, counteracting and combating of COVID-19, other infectious diseases and crisis situations caused by them (consolidated text: Journal Laws of 2023, Item 1327, as amended), and any disputes between the parties are resolved in accordance with Polish law by the court competent for the registered office of the Contracting Authority.
2. Any amendments and additions to the agreement must be made in writing to be valid.
3. The Contracting Authority does not permit the assignment of receivables or the transfer of rights and obligations arising from this agreement to third parties without its prior written consent.
4. By the Contracting Authority's business days, the parties understand the days from Monday to Friday, excluding Saturdays and public holidays.
5. The agreement was drawn up in two identical copies, one for each of the Parties / The Agreement was concluded using an electronic legal form and was signed with a qualified electronic signature.

CONTRACTOR

CONTRACTING AUTHORITY

Annexes:

1. Acceptance report
2. Contract award notice of 15/03/2024
3. Contractor's tender of 2024

²⁾ delete as appropriate

Appendix 1

to the agreement no. ZZ/133/014/D/24

Gdańsk, on

ACCEPTANCE REPORT

CONTRACTOR:	CONTRACTING AUTHORITY:
	Gdańsk University of Technology Faculty of Electrical Engineering and Automation ul. G. Narutowicza 11/12, 80-233 Gdańsk NIP [Tax Identification Number]: 584-020-35-93

Subject of the agreement: Deliveryfor the Faculty of Electrical Engineering and Automation of Gdańsk University of Technology.

Name of the subject of the contract:

Manufacturer, type, model, serial number:

The subject of the contract was delivered in accordance with the agreement on2024.

The Contracting Authority accepts the subject of the agreement without any reservations.

Comments regarding the delivery, discrepancies/irregularities found:..... *

Deadline for removing irregularities *

The report was prepared in two identical copies, one for the Contracting Authority and the Contractor.

Contractor's representative: Signature:
(first and last name)

Contracting Authority's representative: Signature:.....
(first and last name)

This report constitutes the basis for issuing an invoice.

* delete as appropriate