



CONTRACT - MODEL  
ZZ/200/009/D/2021

concluded on ..... 2021

between:

Gdańsk University of Technology, Faculty of Electronics, Telecommunications and Informatics with headquarters in 80-233  
Gdańsk,

ul. Narutowicza 11/12, NIP 584-020-35-93, REGON 000001620

represented by:

....., Acting under the authorization of the Rector of Gdańsk University of  
Technology, hereinafter referred to as the "**ordering party**"

and,

(in the case of an entrepreneur entered in the CIKRS)

..... with headquarters in ..... at ....., entered in the Central Information of the National Court Register  
under the number KRS ..... NIP ..... REGON: .....

represented by:

1.

.....

or (in the case of an entrepreneur entered in CEiDG)

Name and surname ....., operating under business ....., with its seat in  
..... at ....., entered into the Central Register and Information on Economic Activity, NIP  
....., REGON .....

hereinafter referred to as the "**contractor**",

who is awarded a contract without applying the provisions of the Act of 11 September 2019 Public Procurement Law (i.e. Journal  
of Laws of 2019, item 2019, as amended, hereinafter referred to as the PPL Act), in accordance with Art. 11 sec. 5, point 1  
presented on the occasion of its conclusion.

**§ 1**

**SUBJECT OF THE CONTRACT**

1. The subject of the contract is the supply of HPHT nanodiamond powders with nitrogen color centers for the Faculty of Electronics, Telecommunications and Informatics of the Gdańsk University of Technology, under the conditions specified in the contract award announcement No.ZZ/200/009/D/2021 of 04/03/2021 and in offer of ..... r. submitted by the contractor, constituting attachments to this contract and constituting its integral part.
2. The Contractor declares that the subject of the contract is brand new, comes from current production, free from all defects and damage, without prior use and is not subject to third party rights.

**§ 2**

**DATE, PLACE AND CONDITIONS OF FULFILLING THE CONTRACT**

1. Delivery of the subject of the contract will take place by ..... .. This is the maximum time limit for the performance of the subject of the contract, counted from the date of conclusion of the contract to the date of signing the delivery and acceptance protocol, without reservations.



2. Place of delivery of the subject of the contract: Gdańsk University of Technology, Faculty of Electronics, Telecommunications and Informatics, ul. G. Narutowicza 11/12, 80-233 Gdańsk, WETI A building, 1st floor, room no. 126.
3. The name, technical parameters and the price of the subject of the contract, delivered to the contracting authority, must be consistent with the contractor's offer. If the subject of the contract is delivered which is defective or does not meet the conditions of the contract, the ordering party will not accept it.
4. The Contractor declares that the subject of the contract will be delivered in original packaging, protecting against damage, contamination and enabling their safe storage.
5. The delivery must be made on the working days of the ordering party, between 8.00 a.m. and 3.00 p.m. after telephone notification at least 48 hours in advance or after notification by e-mail to the following e-mail address: logistyka@eti.pg.edu.pl
6. The delivery of the subject of the contract includes its unloading and bringing by the contractor to the place indicated in point 2 of this paragraph.
7. Together with the delivery of the subject of the contract, the contractor will provide a warranty card in Polish or English on paper (1 copy).
8. If the contract is entrusted to subcontractors, to the extent indicated in the offer, the contractor shall be fully liable to the contracting authority for their actions or omissions. The contractor's liability also covers the subcontractor's staff and persons he uses or entrusts the performance of the works to.
9. The acceptance of the subject of the contract in terms of compliance with the offer will be made by an employee authorized by the contracting authority ..... drawing up a delivery and acceptance report with the contractor. In the event of comments regarding the performance of the subject of the contract or identified defects of the subject of the contract, the parties shall determine the method and date of removal of the irregularities. This deadline will not be longer than 7 calendar days. The occurrence of the above circumstances does not waive the rights of the contracting authority and the consequences of the contractor related to the failure to meet the deadline for performance of the contract specified in § 2 sec. 1 of the contract and liability for non-performance or improper performance of contractual obligations.
10. The person authorized to represent the contractor in matters related to the performance of the contract is ....., Tel. ...., E-mail: .....
11. The awarding entity and the contractor shall immediately notify each other about any change of the designated persons. Damage resulting from failure to comply with this obligation shall be borne by the obligated party.
12. Personal data of persons indicated in this contract are shared by the parties with each other in order to implement this contract, pursuant to art. 6 sec. 1 lit. b), c) and f) of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons in relation to with the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC (general regulation on data protection) (Journal of Laws of the European Union of 2016 No. 119, p. 1; U. UE. L of 2018. No. 127, p. 2).

### § 3

#### **CONTRACT PRICE AND PAYMENT CONDITIONS**

1. For the performance of the subject of the contract in accordance with the offer of ..... r. submitted by the contractor, the price shall be: gross: ....., in words: (.....).
1. The above price includes all pricing elements resulting from the scope and method of performing the subject of the contract and satisfies all the contractor's claims against the ordering party for the performance of this contract.
2. The subject of the contract shall be deemed completed if it is received with the delivery and acceptance protocol, signed by both parties without any reservations, within the time limit specified in § 2 sec. 1 of this contract. This protocol will be the basis for issuing an invoice.
3. The invoice should be issued at: Gdańsk University of Technology, Faculty of Electronics, Telecommunications and Informatics, 80-233 Gdańsk ul. G. Narutowicza 11/12, NIP 584-020-35-93.
4. Payment for the invoice will be made by bank transfer, 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 Revenue Administration, referred to in Art. 96b of the Value Added Tax Act.

5. The day when the ordering party's account is debited shall be considered the day of payment.

#### **§4**

#### **CONTRACTUAL PENALTIES**

1. The contractor will pay the contracting authority a contractual penalty:
  - a) for the delay in the delivery of the subject of the contract in the amount of 0.5% of the gross price specified in §3 section 1 of the contract for each day of delay, starting from the first day after the deadline for the performance of the subject of the contract specified in § 2 sec. 1 of this contract up to and including the date of implementation;
  - b) for the delay in starting the performance of the warranty obligations, in the amount of PLN 100 (say: one hundred 00/100 zlotys) for each day of delay, for each event.
  - c) for delay in the performance of warranty obligations, in the amount of PLN 100 (say: one hundred 00/100 zlotys) for each day of delay, for each event.
2. For the withdrawal from the entire contract by either party, the party with the reasons for the withdrawal shall pay the other party a contractual penalty in the amount of 10% of the gross contract price specified in § 3 sec. 1 of this contract, with the exception of the circumstances set out in Art. 456 paragraph. 1 point 1 of the Public Procurement Law.
3. The total maximum amount of contractual penalties that may be claimed by the parties is 20% of the remuneration referred to in § 3 sec. 1 of the contract.
4. In the event of damage exceeding the amount of contractual penalties, the contracting authority has the right to seek supplementary compensation under the general principles of the Civil Code.
5. Contractual penalties will be payable within 14 days from the date of issuing the debit note.
6. The Contractor agrees to deduct the charged contractual penalty from the price he is entitled to.

#### **§ 5**

#### **FINAL PROVISIONS**

1. Any changes and additions to this contract shall be made in writing under pain of nullity.
2. The parties allow changes to the provisions of the contract in the following situations:
  - a) changes in the VAT rate - the contractor's remuneration may change in the event of a reduction or increase in the VAT rate as a result of changes to the applicable regulations. Payment will be made at the VAT rate applicable on the date of issue of the invoice.
  - b) change of the date - the terms of the contract performance specified in the contract may be changed in the event of force majeure. The parties agree on a new contractual date, but the size of the change must be related to the cause that caused it.
3. Neither party shall be liable for the occurrence and effects of force majeure, by which the parties understand an event of an extraordinary nature, with extraordinary consequences, objectively unforeseeable, for which, due to the power of influence, it was impossible to take effective measures of defense.
4. A party who is unable to perform the contract due to force majeure or is unable to perform it properly for this reason is obliged to immediately notify the other party of the occurrence of force majeure, but not later than within 7 days from its occurrence, under pain of losing the right to rely on this circumstance. In the notification, the parties inform about the type of force majeure and its expected consequences for the contract. At the same time, the party affected by force majeure is obliged to take all possible acts of diligence that may be required of any professional participant in business transactions in order to minimize the effects of force majeure, including
  1. in particular the consequences for the continued performance of this contract.
5. The parties provide that the occurrence of force majeure may be the basis for changing the contract with regard to the date of performance of the contract, including the extension of the deadline for its performance by the duration of force majeure and its effects.



6. The parties provide that the occurrence of force majeure may be the basis for a change in the manner of performance of the contract or a change in the amount of remuneration in accordance with the scope, type and effects of force majeure for these elements of the contract.
7. In matters not covered by this contract, the provisions of the Civil Code shall apply, unless the provisions of the Public Procurement Law provide otherwise, and other generally applicable provisions of law,
  2. and in particular art. 15r-15r1 of the Act of March 2, 2020. about special solutions related
  3. with preventing, counteracting and combating COVID-19, other infectious diseases and the crisis situations caused by them (Journal of Laws of 2020, item 374, as amended).
8. Personal data of persons indicated in this contract are shared by the parties with each other, in order to implement this contract, pursuant to art. 6 sec. 1 lit. 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 individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC.
9. The contractor assumes responsibility for any claims that third parties may bring against the ordering party in connection with the use of rights belonging to third parties, in particular copyrights, patents, utility models, decorative patterns, industrial designs or trademarks, if the normal use of the subject of the contract requires the exercise of these rights. If the claims of third parties are revealed, the contractor will take all necessary steps and actions to protect the contracting authority against claims, losses, costs or other liability towards third parties. In the event of losses, costs, expenses or the need to satisfy third party claims for which the contracting authority is not responsible, the contractor is obliged to cover or refund them in full.
10. The Ordering Party does not allow the assignment of claims or the transfer of rights and obligations under this contract to third parties or parties without its prior written consent.
11. The parties are bound by other terms and conditions contained in the offer of ..... 2021. and the contract award notice.
12. The parties understand business days from Monday to Friday, excluding Saturdays and public holidays.
13. Any changes or additions to this contract must be made in writing.
14. Annexes to the contract constitute its integral part.
15. This contract has been drawn up in 2 identical copies, 1 for each party.

Annexes to the contract:

1. Handover protocol
2. Announcement about the award of the contract
3. Contractor's offer

.....  
THE CONTRACTOR,

.....  
THE CONTRACTING PARTY

The content of the contract is accepted by submitting a statement on the offer form.



**POLITECHNIKA  
GDAŃSKA**

WYDZIAŁ ELEKTRONIKI,  
TELEKOMUNIKACJI I INFORMATYKI



Appendix 1  
to the agreement ZZ/200/009/D/2021  
....., on ..... 2021

**PROTOCOL OF PROVISION AND ACCEPTANCE**  
concerning the transfer of the subject of the delivery contract of .....  
No.ZZ/200/009/D/2021

THE CONTRACTOR:	PURCHASER:
	Gdańsk University of Technology Faculty of Electronics, Telecommunications and Informatics Ul. G. Narutowicza 11/12 80-233 Gdańsk

Delivery item:

Delivery of HPHT nanodiamond powders with nitrogen color centers for the Faculty of Electronics, Telecommunications and Informatics of the Gdańsk University of Technology, in accordance with the detailed description of the subject of the contract included in the contract award notice of ..... and the contractor's offer of .....

The subject of the contract was delivered in full in accordance with the contract on .....

The contracting authority accepts the subject of the contract without reservations. \*

Comments on the performance of the subject of the contract / defects found during receipt \*:

.....  
.....  
.....

Deadline for removing deficiencies / defects \* ..... \*

Contractor's representative: .....  
(name and surname) (signature)

Representative of the contracting authority: .....  
(name and surname) (signature)

This protocol is the basis for issuing an invoice \*.

\* delete as appropriate