

Zabrze, dnia 13.09.2021 r.

L.Dz. 2259/MP/21

Uczestnicy postępowania

Dot.: postępowania na „Dostawę produktów do wykonywania badań” w ramach Projektu pn. „Rusztowanie do rekonstrukcji rogówki z wykorzystaniem druku 3D i biodruku” (22/Z/21). Projekt dofinansowany ze środków Europejskiego Funduszu Rozwoju Regionalnego w ramach Regionalnego Programu Operacyjnego Województwa Śląskiego na lata 2014-2020 z działania 1.2. Badania, rozwój i innowacje w przedsiębiorstwa.

Zgodnie z treścią rozdziału X pkt. 2 SIWZ w związku ze zgłoszonym przez Wykonawców pytaniami do SIWZ dotyczącym ww. postępowania, Zamawiający wyjaśnia:

1. Czy w Zadaniu 2 w pozycji 2 Zamawiający dopuści szalko do hodowli komórkowych o średnicy 150 mm i powierzchni zrostu 156,36 cm<sup>2</sup>?

Zamawiający odpowiada: tak, dopuszczamy.

2. Could you please send your request in English, German or French?

The contracting authority responds: attached.

3. chcielibyśmy złożyć ofertę na podłoża CnT-XP3 i CnT-PR-HC w ogłoszonym postępowaniu. Czy możemy prosić o przybliżony harmonogram dostaw? Byliby Państwo w stanie określić po ile butelek jednorazowo będzie zamawianych? Pojedynczo czy po kilka sztuk? Ze względu na wysoki koszt sprowadzenia tych odczynników ze Szwajcarii muszą koszt transportu odpowiednio wkalkulować w koszt produktów. Będę bardzo wdzięczna za odpowiedź.

Zamawiający odpowiada: odpowiedź jak do pytania nr 1 z pisma L. Dz. 2193/MP/21 z 07.09.2021 r.

Jednocześnie, zgodnie z treścią Rozdziału X pkt 3 siwz Zamawiający informuje, że przedłuża termin składania ofert.

**Nowy termin składania ofert:**

**21.09.2021 r. godz. 10.00**

**Nowy termin otwarcia ofert:**

**21.09.2021 r. godz. 10.15**

Z poważaniem

W załączeniu:

Wersja anglojęzyczna SIWZ

PREZES ZARZĄDU



Adam Korcia



Silesian Park of Medical Technologies Kardio-Med Silesia Sp. z o. o.  
M. Curie-Skłodowskiej Street 10c,  
41-800 Zabrze

Nr rej. 22/Z/21

Zabrze, 31.08.2021 r.

## TERMS AND CONDITIONS OF THE CONTRACT

Procurement procedure for  
"Supply of medical examination products"  
as part of

Project entitled "Scaffold for corneal reconstruction using 3D printing  
and bioprinting".

The project is co-financed by the European Regional Development Fund under the  
Regional Operational Programme of the Silesian Voivodeship for 2014-2020 from  
measure 1.2 Research, development and innovation in enterprises.

### Table of Contents :

- Chapter 1 Contracting Authority
- Section 2 Description of the subject matter of the Contract
- Section 3 Description of bid preparation method
- Chapter 4 Description of bid price calculation method
- Chapter 5 Terms and conditions of participation in the procedure
- Chapter 6 Documents required from Economic Operators
- Chapter 7 Evaluation criteria
- Chapter 8 Order completion date
- Chapter 9 Submission of Tenders
- Chapter 10 Communication Methods
- Chapter 11 Tender validity period
- Chapter 12 Opening, evaluation of tenders, selection of the most advantageous tender, invalidation of the procedure
- Chapter 13 Persons authorised to contact Economic Operators
- Chapter 14 Issues related to the contract

### Appendices (1 - 4)

- appendix 1 tender form
- appendix 2 Contractor's declaration
- appendix 3 material provisions of the agreement
- appendix 4 (4.1-4.7) price form/description of the subject matter of the contract/ technical parameters  
technical parameters/requirements





## **I. ORDERING AUTHORITY**

Silesian Park of Medical Technologies Kardio-Med Silesia Sp. z o. o.

M. Curie-Skłodowskiej Street 10c, 41-800 Zabrze

Tel: 032/ 7050305

Website : [www.kmptm.pl](http://www.kmptm.pl)

E-mail address for contact with the Contracting Authority: [biuro@kmptm.pl](mailto:biuro@kmptm.pl)

## **II. DESCRIPTION OF THE SUBJECT MATTER OF THE CONTRACT**

1. The subject matter of the present tender is the supply of medical examination products according to the appendices no 4.1.- 4.7. to the tender:  
Task 1: reagents for culture  
Task 2: Equipment for culture  
Task 3: Equipment for culture  
Task 4: Scalpels  
Task 5: Reagents for culture  
Task 6: Reagents for culture  
Task 7: Tisseel Lyo fibrin glue
2. Place of performance: The building of Silesian Park of Medical Technologies Kardio-Med Silesia Ltd. in Zabrze, 10c Curie-Skłodowskiej Street.
3. CPV CODE:  
33696500-0 laboratory reagents,  
33696000-5 reagents,  
33141411-4 scalpels and surgical knives,  
38437000-7 pipettes and laboratory accessories,
4. We exclude the possibility of submitting variant offers.
5. The Contracting Authority shall allow submitting partial tenders, i.e. for individual tasks.
6. Contractors may submit a joint bid.
7. The Contracting Authority shall allow subcontractors to carry out the task with regard to transporting the subject matter of the contract.
8. The Economic Operator shall indicate in their tender the scope of work to be performed by subcontractors.
9. The Contractor shall bear full responsibility for the actions of subcontractors.
10. The order is co-financed by the European Union under the Project entitled "Scaffolding for corneal reconstruction using 3D printing and bioprinting". The project is co-financed by the European Regional Development Fund under the Regional Operational Programme of the Silesian Voivodeship for 2014-2020 from Measure 1.2 Research, Development and Innovation in Enterprises.
11. The Contracting Authority may invalidate the procedure if the funds from the above Programme that the Contracting Authority intended to allocate to finance the whole or part of the contract were not granted.

## **III. DESCRIPTION OF BID PREPARATION**

1. To be evaluated, a tender should meet the requirements of these Terms of Reference.
- 




2. A tender submitted by a Bidder should be made in Polish in a written form or submitted electronically or via the Competitive Database 2021 system.  
1) In case of electronic submission, the offer should be sent to the following address: [oferty.elektroniczne@kmptm.pl](mailto:oferty.elektroniczne@kmptm.pl).  
2) In case of submitting an offer via the Competitiveness Database 2021 system the offer should be placed at: <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl>.  
3) In order to maintain the electronic form of a legal action, it is sufficient to make a declaration of will in electronic form and affix it with a qualified electronic signature verified with a certificate of a trust service provider within the meaning of the Act of 5 September 2016 on Trust Services and Electronic Identification. A declaration of will made in electronic form is equivalent to a declaration of will made in writing.
3. The offer shall be constituted by attachments: no. 1, no. 2, no. 4.1.-4.7. and other documents and declarations of will signed by the Contractor as required by the ToR.
4. The Economic Operator shall fulfil all conditions required in point V.
5. A tender shall be signed by a person authorized to represent the Economic Operator, which has to result from the documents attached to the tender.
6. A tender submitted by a Bidder shall be prepared in the Polish language. All pages of the offer should be joined in a durable way so that they cannot be removed, numbered and each page signed /according to item 5/. 7.
7. Any corrections or changes to the offer should be signed personally by the person signing the offer /according to point 5/. 8.
8. The Contracting Authority shall correct obvious calculation errors, taking into account the calculation consequences of the corrections made. By obvious calculation errors the Contracting Authority understands a defective result of an arithmetic operation assuming that the number of units of measurement and net unit price are correctly stated.
9. If the bid price is given with a discrepancy in words and numbers or different prices are given in different parts of the bid, it shall be assumed that the correct entry is the one that corresponds to the price calculation.
10. The Contracting Authority shall correct obvious clerical errors in the tender.
11. The Contracting Authority shall correct other errors in the tender which consist in non-compliance of the tender with the terms of reference, but which do not result in significant changes in the contents of the tender - immediately notifying the contractor whose tender has been corrected.
12. Each Economic Operator can submit only one tender.
13. The tender shall be put in a sealed envelope which guarantees confidentiality of its content.
14. When submitting a written bid, the envelope should be addressed to:  
Śląski Park Technologii Medycznych Kardio-Med Silesia Sp. z o. o.  
M. Curie-Skłodowskiej Street 10c  
41-800 Zabrze  
and marked with the following inscription:

Offer for the proceedings to award a contract for  
"Supply of medical examination products" (22/Z/21)

as part of the  
**Project entitled "Scaffolding for corneal reconstruction using 3D printing and bioprinting". Project co-financed by the European Regional Development Fund under the Regional Operational Programme of the Silesian Voivodeship for 2014-2020 from Measure 1.2 Research, Development and Innovation in Enterprises.**

15. The envelope must also be marked with the name and address of the Economic Operator.
16. The Contracting Authority shall reject a tender if:
  - 1) Its content or form of submission does not correspond to the contents of the Terms of Reference (subject to Chapter III, points 8-10);
  - 2) Within 3 days from the date of delivery of the notice a contractor has not agreed to correct the error referred to in item 11.
  - 3) It contains errors in price calculation, subject to item 8;
  - 4) The Economic Operator failed to submit explanations and/or supplemented bid deficiencies within the specified deadline;
  - 5) The tender was submitted by an Economic Operator with respect to whom liquidation proceedings have been opened or the Economic Operator has been deleted from the proper register
  - 6) It was submitted after the deadline for submission of tenders;
  - 7) The tender was submitted by an Economic Operator:
    - a) having capital ties with the Awarding Entity
    - b) the Economic Operator is personally related to the Awarding Entity
  - 8) It has been submitted by the Economic Operator who, within 3 years before the deadline for submission of tenders, improperly performed the contract for the Awarding Entity, which was confirmed by charging the Economic Operator with contractual penalties, withdrawal from the contract or other legally admissible form of proving improper performance of the contract by the Economic Operator.
17. A tender submitted after the deadline shall be returned to the Economic Operator.
18. The Economic Operator may reserve in the tender the information which constitutes the CONFIDENTIALITY OF THE COMPANY (according to art. 11 item 4 of the Act on Fighting Unfair Competition). For this purpose, he/she shall
  - the names of the documents in the offer that constitute the proprietary information should be highlighted graphically in the list of enclosures,
  - documents containing proprietary information should be bound and put in a separate non-transparent cover, inside the cover there should be a list of contents signed by the contractor
  - the Contracting Authority shall not be responsible for the consequences of failure to properly secure the above information

Capital or personal links shall mean mutual links between a beneficiary or persons authorised to incur liabilities on behalf of the beneficiary or persons performing activities related to the execution of the procedure for selecting the contractor and a contractor, consisting in particular in

- a) participation in the company as a partner in a civil partnership or partnership,
  - b) holding at least 10% of shares or stocks, unless a lower threshold results from legal provisions or has been defined by MA OP,
  - c) being a member of a supervisory or managing body, proxy or attorney,
  - d) being married, in the relation of kinship or affinity in direct line, kinship of the second degree or affinity of the second degree in side line, or in the relation of adoption, custody or guardianship.
- 



#### **IV . DESCRIPTION OF BID PRICE CALCULATION METHOD.**

1. In his bid, the Economic Operator shall offer a complete, unambiguous and final price, which covers all the expected costs of performance of the subject matter of the contract.
2. The bid price shall be expressed in Polish zloty to two decimal places.
3. Rates and prices quoted by the Bidder in the Bid will not be subject to adjustment during the execution of the contract, except in cases listed in the material provisions of the contract.  
When calculating the price, it is assumed that the gross value is the net price plus VAT.

#### **V. TERMS OF PARTICIPATION IN THE PROCEEDINGS**

1. The contract may be competed for by the Economic Operators who submitted a statement according to the specimen in attachment no. 2 i.e. confirming that
  - 1) They have the necessary knowledge and experience necessary for the execution of the contract.
  - 2) They have adequate technical potential and staff able to perform the contract.
  - 3) They are in an economic and financial condition allowing them to complete the contract.
  - 4) A tender submitted by an Economic Operator shall not be rejected on the basis of the Provisions III of art. 16.5),16.7).
2. The evaluation of the fulfillment of the conditions for participation in the proceedings will consist in the assessment whether the attached document confirms the fulfillment of the condition for participation in the procurement procedure or not.
3. In the case of Economic Operators submitting a joint bid the conditions defined in item 1. 1. 1)-3) have to be met jointly by Economic Operators.

#### **VI. DOCUMENTS REQUIRED FROM CONTRACTORS**

1. The Contracting Authority requires submission of the following documents:
  - 1) A completed, signed by the person(s) authorized to represent the contractor Tender Form constituting Annex 1,
  - 2) Up-to-date copy from the appropriate register or from the central register and information on business activity, issued not earlier than 6 months before the deadline for submission of tenders;
  - 3) Contractor's declaration/s (appendix no. 2);
  - 4) Price Form (enclosures no. 4.1 - 4.7) completed and signed by a person authorized to represent the Economic Operator;
  - 5) The Awarding Entity reserves the right to request the Economic Operator to submit brochures/flyers/catalogues of the offered subject matter of the contract within 3 days from the date of sending the request. Failure to provide folders/ brochures/catalogues required by the Contracting Authority shall result in rejection of the tender. 2.
2. Economic Operators can jointly apply for award of the contract and they are jointly and severally responsible for the execution of the contract. In such a case the Economic Operators shall appoint a proxy to represent them in the procurement procedure or to represent them in the procedure and conclude the



- public procurement contract and shall attach the relevant power of attorney to their tender.
3. The Contracting Authority shall request the Economic Operator to clarify ambiguities in the tender submitted and/or to supplement the tender by the deadline specified by the Contracting Authority. Any clarifications and additions to the tender cannot lead to a change in the tender price, subject to the provisions of Chapter III, items 8-9. The supplemented documents must confirm the conditions specified in the ToR as at the date for submission of tenders.
  4. If the Economic Operator encloses a copy of a document as an appendix to the tender, such copy shall be certified to be a true copy of the original by a person authorized to represent the Economic Operator. The certification by the Economic Operator shall bear a name stamp and a signature of an authorized person, a date and the inscription "certified to be a true copy of the original". If the photocopy is illegible, the Contracting Authority shall call upon the Economic Operator to produce the original document for comparison with the illegible copy.
  5. In the case of Economic Operators submitting a joint bid, each of them has to submit separately the documents specified in item 1.2). 1.2) - 1.3).

## VII. CRITERIA FOR EVALUATION OF TENDERS

When selecting and evaluating the submitted Tenders, the Contracting Authority shall be guided by the following criteria:


Task 1: the lowest price  
Task 2: the lowest price  
Task 3: the lowest price  
Task 4: the lowest price  
Task 5: the lowest price  
Task 6: the lowest price  
Task 7: the lowest price

**The price criterion** will be considered on the basis of the price quoted by the bidder in the Tender Form.

The Contracting Authority will consider the most advantageous Tender which will obtain the highest number of points for the criteria adopted for evaluation of tenders.

## VIII . CONTRACT COMPLETION DATE

Order completion date:  
Task 1: until 28.02.2023.  
Task 2: until 28.02.2023  
Task 3: until 28.02.2023  
Task 4: until 28.02.2023.  
Task 5: until 28.02.2023  
Task 6: until 28.02.2023.  
Task 7: until 28.02.2023.




## IX. PLACE AND DEADLINE FOR SUBMITTING BIDS

1. Offers should be submitted at the seat of the Silesian Park of Medical Technologies Kardio-Med Silesia Sp. z o. o., 10c M. C. Skłodowskiej Street, 41-800 Zabrze in writing **or in electronic form to the following address: [oferty.elektroniczne@kmptm.pl](mailto:oferty.elektroniczne@kmptm.pl) or via the Competitiveness Database 2021 system:**  
**<https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl>**  
**The sent offer must be accompanied by a qualified electronic signature verified with a certificate of a trust service provider as defined by the Act of 5 September 2016 on trust services and electronic identification and secured with a password (applies to offers submitted in electronic form to the email address of the Contracting Authority).**

INSTRUCTIONS FOR USING the Competitiveness Database are available on the Competitiveness Database website

2. **The Economic Operator will transfer by text message (SMS) to the phone number indicated by the Awarding Entity: +48 734 736 695 the password needed to open the tender before the deadline for the opening of tenders.**
3. The deadline for submission of tenders is 09.09.2021 at 10.00 a.m.
4. Bids submitted after this deadline will be immediately returned to the Economic Operator.
5. If a tender is received by the Contracting Authority by mail or other means (e.g. courier service), the deadline for submission of a tender shall be the date of its delivery to the Contracting Authority and not the date of e.g. sending the tender by registered mail or placing an order for delivery by courier service.
6. The Economic Operator shall bear all costs related to preparation and submission of a tender.
7. The Economic Operator may modify or withdraw a submitted Tender if a written notification of such modification or withdrawal is submitted to the Contracting Authority prior to the deadline for submission of Tenders
8. A notification of modification or withdrawal of a Tender by a Bidder should be made in writing and marked respectively: "Modification" or "Withdrawal".
9. No Tender may be modified or withdrawn after the deadline for submission of Tenders, subject to Chapter III point 11 of the ToR.

## X. METHOD OF COMMUNICATION

1. The Economic Operator may ask for clarification of the contents of the ToR in writing or electronically ([biuro@kmptm.pl](mailto:biuro@kmptm.pl)).
  2. The Contracting Authority shall provide clarifications immediately.
  3. If the explanations provided lead to changes in the ToR, the Contracting Authority shall extend the deadline for submission of tenders by the time needed to introduce changes to the procedure documentation, giving the date and scope of such changes.
  4. The Contracting Authority may also make changes to the Terms of Reference on their own and extend the deadline for submission of tenders by the time necessary to introduce changes to the tender documentation, providing the date and scope of such changes.
- 



5. The Contracting Authority shall communicate with contractors by fax, e-mail or in writing.

## **XI. BID VALIDITY PERIOD**

1. A tenderer shall remain bound by a tender for 90 days.
2. Bid validity period shall begin on the expiry of the deadline for submission of tenders.
3. The Contracting Authority may request the Economic Operator to extend the tender binding period by no more than 60 days.
4. The Economic Operator may himself extend the tender binding period.

## **XII. OPENING, EVALUATION OF TENDERS, SELECTION OF THE MOST ADVANTAGEOUS TENDER, CANCELLATION OF THE PROCEDURE 1.**

1. Bids will be opened on 09.09.2021 at 10.15 a.m. at the Contracting Authority's seat at 10c M. C. Skłodowskiej Street in Zabrze, observing full sanitary standards.
2. The opening of tenders is public.
3. Persons willing to participate in the opening of the bids will inform the Awarding Entity about this fact at least 24 hours in advance.
4. For the sake of clarity and transparency, the Contracting Authority shall make available, at the request of the Economic Operator or the inspection body, the history of logins to the e-mail address indicated by the Contracting Authority in the ToR, to which contractors submitted tenders in the procedure.
5. During tender opening the amount which the Contracting Authority intends to allocate to the contract, the names and addresses of Economic Operators and the prices of their tenders shall be announced. After the tender opening date, the list of submitted tenders is visible with selected data in the competition database. The Awarding Entity shall make public in the competition database tenders which it receives by other means, e.g. by e-mail or post. 6.
6. If an Economic Operator did not attend the tender opening, the Contracting Authority shall send, upon written request, information containing the names and addresses of economic operators whose tenders were opened and the prices of those tenders.
7. Evaluation, comparison and selection of the most advantageous final tender shall be performed by a committee appointed by the Contracting Authority (in the proceedings in which it is appointed).
8. **The Contracting Authority may first evaluate tenders and then examine whether the contractor whose tender was evaluated as the most advantageous meets the conditions for participation in the procedure.**
9. Selection of the most advantageous tender/cancellation of the procedure shall be subject to approval by the Management Board.
10. If the price of the most advantageous tender is higher than the amount that the Contracting Authority can allocate to the contract, the Contracting Authority may cancel the procedure.
11. If no bid has been submitted in the proceeding or all bids submitted are subject to rejection the Contracting Authority shall cancel the proceeding.
12. Information



- about the selection of the most advantageous tender / cancellation of the procedure,
- contractors whose tenders have been rejected the Contracting Authority shall send immediately after the selection of the most advantageous tender to the participants in the proceedings.

13. The announcement of the result shall also be posted on the Contracting Authority's website and in the competition database.

### **XIII. PERSONS AUTHORIZED TO CONTACT THE CONTRACTORS**

The person authorized to contact the Contractors is :

Małgorzata Pietrzak: m.pietrzak@kmptm.pl; biuro@kmptm.pl

### **XIV. CONTRACTUAL ISSUES**

1. Essential provisions contained in the contract and foreseen possibilities and conditions of amending it are included in Annex 3.
2. The Economic Operator shall be obliged to come to the Contracting Authority's seat within 3 working days (Mon-Fri from 8.00 a.m. to 4.00 p.m.) from the date of the notification of selecting the winning bid in order to sign the contract (if requested to do so by the Contracting Authority)
3. If the selected Economic Operator fails to appear according to item 2, the Contracting Authority shall have the right to sign the contract with the Economic Operator whose tender is next in order according to the tender evaluation criteria.
4. If the Economic Operators' joint bid is found to be the most advantageous, before the conclusion of the public procurement contract they shall, at the request of the Awarding Entity, submit the contract governing the cooperation of these Economic Operators, containing at least the following provisions:
  - establishing an agreement at least for the period not shorter than the duration of the public procurement contract,
  - indication of the Proxy as the entity making the settlements,
  - joint and several liability for the contract,
  - prohibition to change Partners (Economic Operators) jointly realizing a public contract during the term of the public contract.

In matters not regulated by these documents, the following shall apply

- Civil Code
- Contracting Authority's Procurement Regulations available at <http://www.kmptm.pl>

I approve  
**Adam Konka**

**President of the Management Board**  
**Silesian Park of Medical Technologies Kardio-Med Silesia Sp. z o. o.**



(stamp of Contractor)

date .....

## OFFER FORM

In response to the announcement of the proceedings for the award of a contract for the "Supply of research products" (22/Z/21) within the framework of the Project entitled "Scaffolding for corneal reconstruction using 3D printing and bioprinting"

we offer to execute the subject matter of the contract in the scope covered by the Terms of Reference for the price:

### Task No. 1

gross price ..... PLN, VAT rate: .....

In words, gross price: .....

### Task no. 2

gross price ..... PLN, VAT rate: .....

In words, gross price: .....

### Task no. 3

gross price ..... PLN, VAT rate: .....

In words, gross price: .....

### Task no. 4

gross price ..... PLN, VAT rate: .....

In words, gross price: .....

### Task no. 5

gross price ..... PLN, VAT rate: .....

In words, gross price: .....

### Task no. 6

gross price ..... PLN, VAT rate: .....

In words, gross price: .....

**Task no. 7**

gross price ..... PLN, VAT rate: .....

In words, gross price: .....

**Payment term - up to 30 days** from the date of invoice receipt by the Purchaser.

1. We declare that we meet all the requirements contained in the Terms of Reference and accept them without reservation and that we have received all necessary information needed to prepare the tender.
2. We hereby declare that all documents submitted by us are compliant with the current legal and factual state.
3. We hereby declare that we consider ourselves bound by this tender for the time period indicated in the terms of reference.
4. We hereby declare that we have accepted the draft contract included in the terms of reference and, should our bid be selected, we declare our readiness to sign the contract under the conditions defined in the draft contract attached as Annex 3.
5. We hereby declare that we have at our disposal the complete technical and financial documentation for the execution of the contract. I declare that I have the documents permitting marketing of the offered subject matter of the contract in the country (if applicable) and I undertake to provide them at each request of the Awarding Entity, at a date indicated by him.
6. I will subcontract the following tasks to subcontractors:  
.....  
.....
7. I declare that I bear full responsibility for the actions of subcontractors.
8. Our e-mail address for receiving correspondence: .....
9. Contract completion date:  
Task 1: until 28.02.2023  
Task 2: until 28.02.2023  
Task 3: until 28.02.2023  
Task 4: until 28.02.2023  
Task 5: until 28.02.2023  
Task 6: until 28.02.2023  
Task 7: until 28.02.2023.

The attachments to this bid are:

1. ....
2. ....
3. ....
4. ....

.....  
(signature of authorized representative)





.....  
(Contractor's address stamp)

## **STATEMENT**

I. By submitting a tender I declare that:

1. I have the necessary knowledge and experience necessary for the execution of the contract.
2. Have at my disposal appropriate technical potential and staff capable of performing the contract
3. I am in an economic and financial condition allowing me to complete the order.
4. Tender submitted by the Economic Operator whom I represent shall not be rejected on the basis of the provisions of Chapter III item 16.5). 16.5).
5. I am not related to the Awarding Entity by capital\* 6.
6. I am not personally related to the Awarding Entity\*\* 6.

....., dn. ....

.....  
(signature of the authorized representative)

\*/\*\* Capital or personal links shall mean mutual links between the beneficiary or persons authorised to incur liabilities on behalf of the beneficiary or persons carrying out activities related to the contractor selection procedure on behalf of the beneficiary and a contractor, consisting in particular in

- a) participation in the company as a partner in a civil partnership or partnership,
- b) holding at least 10% of shares or stocks, unless a lower threshold results from legal provisions or has been defined by MA OP,
- c) being a member of a supervisory or managing body, proxy or attorney,
- d) being married, in the relation of kinship or affinity in direct line, kinship of the second degree or affinity of the second degree in side line, or in the relation of adoption, custody or guardianship.



(Material provisions of the contract)

**AGREEMENT NO. .... / REK / 21**

concluded on ..... 2021 in Zabrze between:

**Silesian Park of Medical Technologies Kardio-Med Silesia Sp. z o. o.**

with its registered office in Zabrze, ul. M. Curie- Skłodowskiej 10c, registered in the Register of Entrepreneurs of the National Court Register at District Court in Gliwice, 10th Commercial Division of the National Court Register under the number KRS 0000396540, NIP 648-276-15-15, Regon 242742607, hereinafter referred to as the "Ordering Party", represented by:

Adam Konka - President of the Management Board

And

..... with its registered office in .....,  
registered in the Register of Entrepreneurs of the National Court Register at District in  
Court ..... Commercial and Registration Department under the  
number KRS ....., NIP ....., REGON ....., share  
capital ..... PLN, hereinafter referred to as the "Contractor",  
represented by:

hereinafter referred to collectively as: "the Parties"  
with the following content:

**§ 1.**

The subject of this Agreement is „the Delivery of medical examination products” (22/Z/21) - in accordance with Annexes 4.1, 4.2, 4.3, 4.4, 4.5, 4.6, 4.7 constituting an integral part of the Agreement, specifying unit prices for the subject of the contract.

**§ 2.**

1. For executing the subject of the Agreement, the Ordering Party shall pay the Contractor the amount of ..... PLN gross (in words: .....).
2. The Ordering Party shall allow for the possibility to change, by way of a written annex, the gross price of the subject of the Agreement in the event of a change in the VAT rate unknown at the time of signing the Agreement. The net price shall remain unchanged.
3. The price of the subject of the Agreement includes in particular:
  - 1) cost of sales including taxes, fees and customs duties if the equipment was imported from outside the EU;
  - 2) costs of obtaining certificates, permits, licenses, approvals and other documents required by law which are necessary for marketing the subject of the Agreement delivered under this contract;

- 3) costs of delivering the subject of the contract, including in particular: costs of securing the subject of the contract during transport and costs of unloading the subject of the contract;
- 4) all costs necessary to be incurred for the proper performance of the contract.
4. If the Contractor is a consortium, the consortium members shall be joint debtors and creditors of the obligations and rights arising from the contract.

### § 3.

1. The Contractor declares that the subject of the Agreement is marketable and has the mandatory approvals, if marketability is required by law.
2. The Contractor undertakes to deliver the subject of the Agreement - goods corresponding to the requirements set out in the specification - in accordance with Annexes No. 4.1-4.7 to the Terms and Conditions of the Contract (which are an Annex to this Agreement)
3. The implementation of the contract will take place within the deadline:  
Task 1: until 02/28/2023  
Task 2: until 02/28/2023  
Task 3: until 02/28/2023  
Task 4: until 02/28/2023  
Task 5: until 02/28/2023  
Task 6: until 02/28/2023  
Task 7: until 02/28/2023
4. The deadline for completion of the contract is 6 weeks after placing the contract by fax or email.
5. The person responsible for execution of the contract:  
1) attributable to the Ordering Party: Krzysztof Pietryga;  
2) attributable to the Contractor: .....
6. The subject of the Agreement will be delivered in packages which should be factory marked, i.e. contain the name of the product, expiry date, name and address of the manufacturer.
7. The subject of the Agreement shall be transported in appropriate conditions, i.e. in refrigerators and/or freezers - if such conditions are required for the subject of the contract.
8. The invoice should contain data allowing the identification of the subject of the Agreement.

### § 4.

1. Payment for the subject matter of the Agreement shall be made on the basis of a correctly issued invoice by means of a transfer order to the Contractor's bank account within 30 days of receipt of the correctly issued invoice.
2. The date of payment shall be the date on which Ordering Party's bank account is debited.

### § 5.

The Contractor shall not be entitled to assign rights and obligations under this Agreement without obtaining the written (under pain of nullity) consent of the other Party, nor to settle obligations by way of set-off.



## § 6.

1. The following contractual penalties have been agreed:
  - a) in the amount of PLN 20.00 for each day of delay in the performance of the subject of the contract, and in the event that the delay exceeds 5 days - starting from the sixth day, the penalty shall be PLN 30.00 for each subsequent day of delay (concerns Task No. 6, 7);
  - b) in the amount of PLN 10.00 for each day of delay in the performance of the subject of the contract, and in the case when the delay exceeds 5 days - starting from the sixth day, the penalty shall be PLN 15.00 for each next day of delay (concerns Task No. 1, 2, 5);
  - c) in the amount of PLN 5.00 for each day of delay in the performance of the subject of the contract, and in the case when the delay exceeds 5 days - starting from the sixth day, the penalty shall be PLN 10.00 for each next day of delay (concerns Task 3, 4);
  - d) in the amount of 10% of the gross value of the Task for withdrawal from the Agreement in the scope of the Task for reasons attributable to the Contractor.
  - e) in the amount of 10% of the gross value of the Agreement for withdrawal from the Agreement for reasons attributable to the Contractor."
2. The parties are entitled to claim damages in excess of the reserved contractual penalties.
3. Delivery of the subject matter of the contract inconsistent with any of the terms of the contract may be considered by the Ordering Party as non-performance of the contract.
4. The amount of contractual penalties for delay shall not exceed 20% of the value of the Agreement.

## § 7.

1. The Ordering Party reserves the right to amend the provisions of the Agreement in the event of the need to introduce changes in the scope necessary for its proper implementation, in particular when:
  - 1) there has been a change in the applicable legislation affecting the subject and terms of the Agreement resulting in the inability to duly perform the subject matter of the Agreement.
  - 2) If, for reasons not attributable to the Contractor, it is not possible to supply the product constituting the subject of the Agreement (by trade name), the Contractor shall be obliged to inform the Ordering Party of this fact and explain the aforesaid impossibility. The Ordering Party shall have the right to evaluate the explanation provided by the Contractor and, based on such evaluation, may demand either supply of the subject of the Agreement or supply of a preparation with the same technical parameters as the subject of the Agreement.
  - 3) the there is a possibility to deliver under the contract a subject of the contract that meets the requirements of the Terms and Conditions of the Contract, but with parameters better than the subject of the contract offered originally (in the tender for public procurement). The subject of the Agreement shall be delivered with the prior written consent of the Ordering Party at the price specified in this contract or at a lower price.
  - 4) there is a necessity to change the parameters of the ordered assortment in the amount not exceeding 10% of the value of the subject of the Agreement specified in § 1. The subject of the Agreement shall be delivered upon prior

*Full*

written order and acceptance of the price of the changed assortment by the Ordering Party.

- 5) in the event of a change in pricing policy by the manufacturer of the subject of the Agreement or by the Contractor, it shall be permissible to reduce the price of the subject of the Agreement.
  - 6) in the case of non-use of the subject of the Agreement within the term of the Agreement, the Ordering Party reserves the right to extend the term of the Agreement or non-use of the Agreement by no more than 20%.
2. Amendments or supplements to this Agreement may only be made in writing under pain of invalidity.

#### **§ 8.**

1. The Ordering Party may withdraw from the Agreement, if:
  - 1) the liquidation of the Contractor is opened - within 30 days from the date on which the Principal becomes aware of the liquidation,,
  - 2) The Contractor is deleted from the relevant register - within 30 days from the date when the Principal becomes aware of the deletion,
  - 3) by the end of the Agreement, the Principal may withdraw from the Agreement in part or in whole in the event of improper performance of the Agreement by the Contractor or to charge the Contractor contractual penalties amounting to 20% of the gross value of the Agreement. .
2. The Contractor shall not be entitled to compensation for withdrawal from the Agreement by the Ordering Party due to fault of the Contractor.
3. In the case of withdrawal from the Agreement, the Parties shall retain the right to enforce contractual penalties..
4. In matters not regulated by this Agreement, the provisions of the Polish Civil Code and other generally applicable legal regulations shall apply.

#### **§ 9.**

Any disputes arising from the performance of this contract shall be settled by the court having jurisdiction over the Ordering Party's registered office.

#### **§ 10.**

The Agreement has been drawn up in two identical copies, one copy for each Party.

**Contractor:**

**Contracting Authority:**



## Task 1 Reagents for cel culture

No.	Name	Pieces/packages.	Unit price PLN net (per 1 pcs./pkg)	VAT rate	The net value (number of items / pkg x price of one item / pkg)	Gross value	Specification of the offered subject of the contract (i.a. Manufacturer's name and catalog number)
1	Gentamicin, 50 mg / ml antibiotic solution, for cell culture, volume: 10 ml	2					
2	Amphotericin B, 250 µg / ml antibiotic solution for cell culture, volume: 50 ml	2					
3	DMEM culture medium, glucose concentration 1 g/l, containing phenol red and L-glutamine, without HEPES, not worse than 11885084 or equivalent, 1 pack = 500 ml	6					
4	DMEM culture medium, glucose concentration 4.5 g/l, containing phenol red, no L-Glutamine, no sodium pyruvate and no HEPES, not worse than 11960044 or equivalent, 1 pack= 500 ml	6					
5	Ham's Nutrient Mixture F12, sterile solution containing L- glutamine, not worse than 31765027 or equivalent, volume: 500 ml	6					
6	DMEM culture medium, glucose concentration 1 g /l, no phenol red, no HEPES, not worse than 11054020 or equivalent, 1 pack= 500 ml	2					
7	Dyspase II, non-sterile lyophilized powder for cell culture testing, activity equal to or greater than 0.5 U / mg, weight: 5 g, equivalent to 17105041 or equivalent	1					

*Burdawka*



8	Antibiotic solution for cell culture (100x) containing 10,000 u penicillin, 10 mg streptomycin and 25 µg /ml amphotericin B, 1 pack =100 ml, gibco equivalent, 15240062 or equivalent	1					
9	Serum replacement solution in cell cultures (serum replacement), for feeder culture, for embryonic and pluripotent cells. 1 pack = 500 ml, gibco equivalent, 10828028 or equivalent	1					
10	Recombinant enzyme solution for the dissociation of adherent cells, free from contaminants of animal origin, without phenol red, 1 pack = 100 ml thermo 12604013 equivalent or equivalent	2					
11	Collagenase type IV, powder, for cell culture applications, gibco equivalent, 17104019 or equivalent	1					
12	PBS (1X), ph 7.4 without calcium and magnesium, sterile, 1pack = 500 ml, thermo equivalent, 10010023 or equivalent	5					
13	Freezing medium, for cell culture, sterile, 1 pack = 50 ml, thermo equivalent, A1371301 or equivalent	2					
Total:							-

.....  
Contractor

*Bundelska* 

## Task 2 Equipment for cell culture

No.	Name	Pieces/packages.	Unit price PLN net (per 1 pcs./pkg)	VAT rate	The net value (number of items / pkg x price of one item / pkg)	Gross value	Specification of the offered subject of the contract (i.a. Manufacturer's name and catalog number)
1	Sterile bottles for cell culture. Growth area 75 cm <sup>2</sup> . Made of transparent polystyrene with a filter cap enabling gas exchange.	100					
2	Sterile dishes for adherent cell culture with a growth area of 140 cm <sup>2</sup> +/- 5 cm <sup>2</sup> . Made of clear polystyrene, with a convex ring around the perimeter of the stand (easier to grip the pan).	120					
3	Sterile dishes for cellular howodels with a surface facilitating cell adhesion. Diameter 60 mm. Made of transparent polystyrene, with a convex ring around the perimeter of the stand (easier to grip the pan).	500					
4	Sterile dishes for cellular howodels with a surface facilitating cell adhesion. Diameter 35 mm. Made of transparent polystyrene, with a convex ring around the perimeter of the stand (easier to grip the pan).	500					
Total:							-

.....  
Contractor

*Bondarska*

## Task 3 Equipment for cell culture

Annex No. 4.3

No.	Name	Pieces/packages.	Unit price PLN net (per 1 pcs./pkg)	VAT rate	The net value (number of items / pkg x price of one item / pkg)	Gross value	Specification of the offered subject of the contract (i.a. Manufacturer's name and catalog number)
1	Sterile stick with a slide diameter of 3 mm, sharp cutting edges made of stainless steel, for medical use.	100					

.....  
Contractor

Buntal-ka

MPC



## Task 4 Scalpels

No.	Name	Pieces/packages.	Unit price PLN net (per 1 pcs./pkg)	VAT rate	The net value (number of items / pkg x price of one item / pkg)	Gross value	Specification of the offered subject of the contract (i.a. Manufacturer's name and catalog number)
1	Swann-Morton Scalpels No. 15, disposable, sterile with shaft, compliant with the requirements of the Medical Device Directive, 93/42 / EEC (CE marking). Blade made of stainless steel, plastic shaft.	100					

.....  
Contractor

*Bundalska*

## Task 5 Equipment for cell culture

Annex No. 4.5

No.	Name	Pieces/packages.	Unit price PLN net (per 1 pcs./pkg)	VAT rate	The net value (number of items / pkg x price of one item / pkg)	Gross value	Specification of the offered subject of the contract (i.a. Manufacturer's name and catalog number)
1	HBSS buffer, 500ml solution - Modified, with calcium and magnesium, without phenol red, liquid, sterile suitable for cell culture.	6					
2	Fibronectin from human plasma for applications in cell culture. Sterile product, in the form of a lyophilized powder, 2 mg, molecular weight 450 kDa. Not worse than F2006-2MG or equivalent.	3					
3	Sterile bovine collagen. Protein in the form of a lyophilized powder (15 mg) for use in cell culture. A mixture of type I and III collagen. Not worse than 5006-15MG or equivalent.	3					
4	HBSS buffer, 500 ml solution - Modified, with sodium bicarbonate, without phenol red, calcium chloride and magnesium sulfate, liquid, sterile filtered, suitable for cell culture	1					
Total:							-

.....  
Contractor

*Dusalska*

*2011*

## Task 6 Equipment for cell culture

No.	Name	Pieces/packages.	Unit price PLN net (per 1 pcs./pkg)	VAT rate	The net value (number of items / pkg x price of one item / pkg)	Gross value	Specification of the offered subject of the contract (i.a. Manufacturer's name and catalog number)
1	CnT-PR-HC medium - medium for the isolation and expansion of corneal epithelial cells. Chemically defined, it contains no animal or human components, purified growth factors and optimized basal medium to increase cell proliferation, and PCT factors. Does not contain phenol red or antibiotics / antifungal agents. The nutrient solution is delivered frozen.	12					
2	CnT-XP3 medium - support medium for tissue biopsy in explant culture for more than 7 days without loss of viability or tissue structure. Chemically defined, it contains no ingredients of animal or human origin.	12					
Total:							-

.....  
Contractor

Burdalska

all



## Task 7 Tisseel Lyo fibrin glue

Annex No. 4.7

No.	Name	Pieces/packages.	Unit price PLN net (per 1 pcs./pkg)	VAT rate	The net value (number of items / pkg x price of one item / pkg)	Gross value	Specification of the offered subject of the contract (i.a. Manufacturer's name and catalog number)
1	Tisseel Lyo 2mL - a set of two-component fibrin glue	10					
2	Tisseel Lyo 4mL - a set of two-component fibrin glue	10					
3	Tisseel Lyo 10 mL - a set of two-component fibrin glue	10					
Total:							-

.....  
Contractor

Bundarska

2011