

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

Nr rej. 4/Z/22

Zabrze, dn. 11.02.2022 r.

TERMS AND CONDITIONS OF THE CONTRACT

Procurement procedure for
"Supply of products for tests"
as part of

Project entitled "Personalized, liposome-based small inhibitory RNA therapy of acute myeloid leukemias (OBS / AML)"

Project co-financed by the European Regional Development Fund under the Regional Operational Program of the Śląskie Voivodeship for 2014-2020 from Measure 1.2. Research, Development and Innovation in Enterprises

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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

E-mail address for contact with the Contracting Authority: postepowania@kmptm.pl

II. DESCRIPTION OF THE SUBJECT MATTER OF THE CONTRACT

1. The subject matter of the present tender is the supply of products for tests according to the appendices no 4.1 – 4.12. to the tender:
Task 1: Cell culture
Task 2: Reagents used for cell culture
Task 3: Reagents used for cell culture
Task 4: Reagents used for cell culture
Task 5: Reagents used for cell culture
Task 6: Cytotoxicity test
Task 7: Oligonucleotide synthesis
Task 8: Reagents for flow cytometry
Task 9: Reagents used for liposome formulations
Task 10: Reagents used for liposome formulations
Task 11: Reagents for flow cytometry
Task 12: Reagents for flow cytometry
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,
4. **We exclude the possibility of submitting variants, with the exception of Task No. 4. The contractor may deliver the entire assortment in one delivery from placing the order, provided that the period of validity is min. 12 months from the date of delivery. The Ordering Party also allows for consecutive deliveries under Task No. 4, provided that the period of validity is min. 3 months from the date of delivery.**
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 "Personalized, liposome-based small inhibitory RNA therapy of acute myeloid leukemias (OBS / AML)"
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.

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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 system.**
 - 1) **In case of submitting an offer via the Competitiveness Database system the offer should be placed at: <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl>.**
 - 2) **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.-4.12. 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. 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. Any corrections or changes to the offer should be signed personally by the person signing the offer /according to point 5/.
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 products for tests" (4/Z/22)
as part of the

Project entitled "Personalized, liposome-based small inhibitory RNA therapy of acute myeloid leukemias (OBS / AML)". Project co-financed by the European Regional Development Fund under the Regional Operational Program of the Śląskie 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 Entity¹
 - b) the Economic Operator is personally related to the Awarding Entity²
 - 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.

^{1,2}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.

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,

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- 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

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.
4. 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 fulfilment of the conditions for participation in the proceedings will consist in the assessment whether the attached document confirms the fulfilment 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 - 4.12) 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. 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
- Task 8: the lowest price
- Task 9: the lowest price
- Task 10: the lowest price
- Task 11: the lowest price
- Task 12: 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: 12 months from the date of the contract
- Task 2: 12 months from the date of the contract
- Task 3: 12 months from the date of the contract
- Task 4: 12 months from the date of the contract
- Task 5: 12 months from the date of the contract
- Task 6: 12 months from the date of the contract
- Task 7: 12 months from the date of the contract
- Task 8: 12 months from the date of the contract
- Task 9: 12 months from the date of the contract
- Task 10: 12 months from the date of the contract
- Task 11: 12 months from the date of the contract
- Task 12: 12 months from the date of the contract

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 via the Competitiveness Database system:**
<https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl>.
INSTRUCTIONS FOR USING the Competitiveness Database are available on the Competitiveness Database website
2. The deadline for submission of tenders is 22.02.2022 at 10.00 a.m.
3. Bids submitted after this deadline will be immediately returned to the Economic Operator.
4. 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.
5. The Economic Operator shall bear all costs related to preparation and submission of a tender.
6. 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
7. A notification of modification or withdrawal of a Tender by a Bidder should be made in writing and marked respectively: "Modification" or "Withdrawal".
8. 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 (postepowania@kmptm.pl).
 2. The Contracting Authority shall provide clarifications immediately.
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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 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 22.02.2022 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. 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.
 5. 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.
 6. 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).
 7. **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.**
 8. Selection of the most advantageous tender/cancellation of the procedure shall be subject to approval by the Management Board.
 9. 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.
- 
- 

10. If no bid has been submitted in the proceeding or all bids submitted are subject to rejection the Contracting Authority shall cancel the proceeding.
11. 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.
12. 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; postepowania@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

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



(stamp of Contractor)

Attachment No. 1
date

OFFER FORM

In response to the announcement of the proceedings for the award of a contract for the "Supply of products for tests" (4/Z/22) within the framework of the Project entitled "Personalized, liposome-based small inhibitory RNA therapy of acute myeloid leukemias (OBS / AML)" 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:

Task no. 8

gross price PLN, VAT rate:

In words, gross price:

Task no. 9

gross price PLN, VAT rate:

In words, gross price:

Task no. 10

gross price PLN, VAT rate:

In words, gross price:

Task no. 11

gross price PLN, VAT rate:

In words, gross price:

Task no. 12

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.

[Handwritten signature]

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. 9. I offer a day warranty period (minimum 30 days) for the survival of the cell lines offered in Task No. 1 (if applicable).
10. 10. I declare that the subject of the contract offered in Task no. 2, 3, 5, 6, 7, 8, 9, 10, 11, 12 has a minimum validity period of 12 months from the date of delivery to the seat of the Ordering Party.
11. 11. I declare that the subject of the contract offered in Task 4 has a minimum validity period of 3/12 months from the date of delivery to the registered office of the Ordering Party. *
12. Contract completion date:
Task 1: 12 months from the date of the contract
Task 2: 12 months from the date of the contract
Task 3: 12 months from the date of the contract
Task 4: 12 months from the date of the contract
Task 5: 12 months from the date of the contract
Task 6: 12 months from the date of the contract
Task 7: 12 months from the date of the contract
Task 8: 12 months from the date of the contract
Task 9: 12 months from the date of the contract
Task 10: 12 months from the date of the contract
Task 11: 12 months from the date of the contract
Task 12: 12 months from the date of the contract

The attachments to this bid are:

1.
2.
3.
4.

* delete as appropriate

.....
(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).
5. I am not related to the Awarding Entity by capital*
6. I am not personally related to the Awarding Entity**

....., 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.



Rzeczpospolita
Polska

Śląskie.

Unia Europejska
Europejski Fundusz
Rozwoju Regionalnego

The project entitled "Personalized, liposome-based small inhibitory RNA therapy of acute myeloid leukemias (OBS / AML)"

Project co-financed by the European Regional Development Fund under the Regional Operational Program of the Śląskie Voivodeship for 2014-2020 from Measure 1.2. Research, development and innovation in enterprises

(Material provisions of the contract)

AGREEMENT NO/AML/22

concluded on 2022 in Zabrze between:

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

headquarters 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, with share capital in the amount of PLN 635,600.00, represented by:

Adam Konka - President of the Management Board authorized to represent the company independently, in accordance with the information corresponding to the current excerpt from the register of entrepreneurs hereinafter referred to as the "Ordering Party",

And

(in the case of an entrepreneur entered in the National Court Register)

(name), the registered office in.....
Street, NIP:, REGON:, share capital: entered into the Register of Entrepreneurs kept by the District Court under KRS number: , represented by:

(in the case of an entrepreneur entered in CEIDG)

(name and surname), residing in PESEL: an entrepreneur running a business under the name of based in ... at Street, NIP: , REGON:

referred to in the contract as the "Contractor", hereinafter also referred to separately as the "Party" or jointly as "Parties", as follows:

§ 1.

Subject of the contract

1. 1. The subject of the Agreement is the delivery of products for testing in accordance with the specification of the assortment contained in Annexes 4.1.-4.12 to the Terms of Reference and the offer submitted in response to the procedure No. 4 / Z / 22.
2. 2. The Ordering has the right to not use the entire Object of the Agreement, and the Contractor is not entitled to any claims against the Ordering. The Ordering also declares that the minimum scope of the Contract implementation will correspond to 80% of the Contractor's gross remuneration, referred to in § 3 par. 1 of the Agreement.
3. 3. The Contractor declares that the Subject of the Agreement is admitted to trading and has the certificates, permits, licenses, approvals and other documents required by law, enabling the use of the Subject of the Agreement in a manner consistent with the law (if applicable), which will be handed over to the Ordering along with the Subject Agreements at the request of the Ordering.

§ 2.

The method of performance of the Agreement

1. 1. Deliveries will be made successively, within 28 days from the date of sending the request by the Ordering via e-mail to the e-mail address of the Contractor's representative indicated in § 5 par. 1 of the Agreement, specifying the type and quantity of the assortment covered by the delivery and, possibly, the place of delivery. In the absence of a different reservation in the content of the demand referred to in the preceding sentence, the place of delivery is the seat of the Ordering.
2. 2. A given delivery is considered to be completed on the day on which the ordered batch of the assortment constituting the Subject of the Agreement is handed over at the registered office of the Ordering to the representative of the Ordering indicated in par. 3 or another employee designated by the Ordering.
3. 3. The person responsible for the performance of the Agreement:
 - 1) on the part of the Ordering: Marlena Golec, e-mail: m.golec@kmptm.pl, Rafał Drzyzga, e-mail: r.drzyzga@kmptm.pl,
 - 2) on the Contractor's side:, email:
4. 4. Change by the Parties of the persons designated in accordance with paragraph 3 does not require an annex.
5. 5. The Contractor undertakes to deliver the Subject of the Agreement at his own expense, in packages with a factory marking, ie product name, expiry date, name and address of the manufacturer.



6. 6. The Contractor undertakes to ensure the transport of the Subject of the Agreement in refrigerators or freezers - if such conditions are required to maintain the properties of the Subject of the Agreement.
7. If, for reasons beyond the Contractor's fault, it is not possible to deliver the assortment constituting the Subject of the Agreement (according to the trade name), the Contractor is obliged to inform the Ordering about this fact and provide explanations. The contracting authority, after reading the content of the explanations, is entitled to request:
 - 1) delivery of the Subject of the Agreement;
 - 2) delivery of a product with properties not worse than the assortment constituting the Subject of the Agreement, within a period specified by the Ordering, not longer than 14 days.

§ 3.

Price

1. For the performance of the Subject of the Agreement, the Ordering shall pay the Contractor a remuneration in the total amount of gross (say: / 100). Remuneration for the delivery of individual batches of the assortment constituting the Subject of the Agreement will be paid successively, for each completed delivery, on the terms resulting from the following provisions.
2. The Ordering allows the possibility of changing the gross price of the Subject of the Agreement in the event of a change in the VAT rate after the conclusion of the Agreement. The net price will remain unchanged. The change referred to in the first sentence does not require an annex to the Agreement.
3. The contractor's remuneration includes:
 - 1) costs incurred due to the required taxes, fees and customs duties in the case of a product imported from outside the European Union Member States;
 - 2) costs of obtaining the certificates, permits, licenses, attestations and other documents required by law, provided in accordance with § 1 paragraph 3 of the Agreement (if applicable);
 - 3) costs of delivery of the Subject of the Agreement by the Contractor, including in particular: costs of securing for transport and unloading costs of the Subject of the Agreement;
 - 4) all costs necessary to be incurred for the proper performance of the Agreement.
4. The payment of the price will be made on the basis of a correctly issued invoice to the Contractor's bank account within 30 days from the date of receipt of the correctly issued invoice. The invoice may be sent in paper form to the Ordering Party's address or in electronic form to the following address: biuro@kmptm.pl.



5. The Ordering hereby reserves that payments for the performance of the subject of the contract will be made from the funds provided to the Ordering in the Project.

6. The date of payment of the Contractor's remuneration is the date on which the Awarding Entity's bank account is debited.

§ 4.

Duration of the contract

The contract is valid for 12 months from the date of its conclusion or until the amount of the Contractor's remuneration indicated in § 3 paragraph 1 of the Agreement.

§ 5.

Contractual penalties

1. Infringements shall be penalized as follows:

- 1) in the amount of 0.1% of the Contractor's gross remuneration for each started day of delay in case of exceeding the agreed delivery date of a given assortment batch, and in case the delay exceeds 5 days - starting from the sixth day the penalty shall amount to 0.2% of the Contractor's gross remuneration for each next started day of delay;
- 2) in the amount of 0.05% of the Contractor's gross remuneration for each commenced day of delay, if the deadline specified in § 8 item 5 point 1 of the Agreement is exceeded
- 3) in the amount of 10% of the Contractor's gross remuneration for a given Task, as specified in Appendix no. 4.1-4.12 to the ToR, in the event of withdrawal from the Agreement in the scope of a given Task for reasons attributable to the Contractor;
- 4) in the amount of 10% of the Contractor's gross remuneration referred to in § 3 item 1 of the Agreement, in the event of withdrawal from the Agreement for reasons attributable to the Contractor

2. Parties have the right for compensation in excess of the contractual penalties.

3. The Contractor agrees to deduct the contractual penalties from any amount due from the Ordering Party.

4. The amount of contractual for default penalty may not exceed 20% of the value of the agreement.

§ 6.



Amendments to the Agreement

1. The Ordering Party provides for the possibility to amend the provisions of the Agreement to the extent necessary for its proper implementation, in particular when at least one of the following circumstances occurred:

- 1) a change in the applicable laws affecting the subject of the Agreement or the conditions for the implementation of the Agreement, resulting in inability to duly perform the subject of the Agreement;
 - 2) the possibility of supplying a product range constituting the subject of the Agreement that meets the requirements of the ToR, but with more beneficial parameters than the product range constituting the subject of the Agreement;
 - 3) necessity to change the assortment constituting the subject of the Agreement within the limits not exceeding 10% of value of the Contractor's gross remuneration referred to in § 3 item 1 of the Agreement;
 - 4) change in pricing policy by the manufacturer of the assortment constituting the subject matter of the Agreement or by the Contractor, in a manner favorable to the Ordering Party;
 - 5) non-use of the Subject of the Agreement within the period of validity of the Agreement indicated in § 4 of the Agreement; in this case the period of validity of the Agreement may be extended, but no longer than for the period of 6 months.
2. Amendments to the Agreement, referred to in paragraph 1, require the parties to conclude an annex to the Agreement in writing under pain of nullity.

§ 7.

Withdrawal from the Contract

1. The Ordering Party may withdraw from the contract, if:
 - 1) opening of liquidation of the Economic Operator- within 30 days from the date of receiving information about the liquidation by the Ordering Part
 - 2) The Contractor will be deleted from the appropriate register - within 30 days from the date of receipt of information on deletion by the Contracting Authority,
 - 3) exhaustion of the limit of contractual penalties referred to in § 5, section 4 of the Agreement - within 30 days from the day on which the Ordering Party recognises this circumstance;
 - 4) in a situation referred to in § 2, section 6, second sentence of the Agreement - within 30 days from the date of confirmation of this circumstance by the Ordering Party;
 - 5) supply of the assortment constituting the subject of the Agreement or a substitute product is not realized within the time limit referred to in § 2 item 7 of the Agreement - within 30 days from the day when the Ordering Party recognizes this circumstance;
 - 6) if the Contractor violates the prohibition referred to in § 9 of the Agreement - within 30 days from the date on which the Principal establishes this circumstance.
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2. The withdrawal from the Agreement shall be in writing otherwise being null and void.
3. The withdrawal from the Agreement has a future effect (ex nunc).
4. Withdrawal from the Agreement in respect of the unperformed part of the Agreement shall not exclude or limit the right to claim liquidated damages for withdrawal from the Agreement and liquidated damages for events occurring prior to withdrawal from the Agreement.

§ 8.

Warranty and guarantee

1. The Contractor warrants to the Ordering Party the products supplied under the Contract with respect to Task No. 1.
2. The warranty period is set at (In words:) days, the warranty begins on the date of acceptance of a given batch of products constituting the subject of the Agreement.
3. The Contractor shall be liable towards the Ordering Party, if the assortment constituting the subject matter of the Agreement has defects or faults, reducing its value or usability, due to the purpose specified in the Agreement or resulting from the purpose of the item, or if the supplied assortment constituting the subject matter of the Agreement does not have the properties that it should have or has been delivered incomplete.
4. The Contractor shall be liable under the warranty for defects and faults of the assortment constituting the subject of the Agreement existing at the time of acceptance activities as well as for defects and faults arising after acceptance, but for reasons inherent in the supplied assortment constituting the subject of the Agreement at the time of acceptance.
5. In the event that the assortment constituting the subject matter of the Agreement is received and a removable defect is found in the received assortment or such defect is found during the warranty period, the Ordering Party may:
 - 1) demand the removal of the defect or deficiency, setting an appropriate period of time, not shorter than 7 working days, to the Contractor or;
 - 2) demand payment of compensation relevant to the damage suffered and the loss of use and technical value.
6. After ineffective expiry of the deadline set for the removal of defects or faults, the Customer may entrust their removal to a third party at the expense of the Contractor.
7. The parties agree that all costs incurred by the Ordering Party in connection with the replacement performance may be deducted by the Ordering Party from the Contractor's remuneration without prior request for payment, to which the Contractor agrees.

§ 9.

Assignment of receivables and the right to set-off

The Contractor is not entitled to transfer the rights and obligations under the Agreement without obtaining the consent of the other Party in writing (under pain of nullity), or settling the obligations by compensation.

§ 10.

Final Provisions

1. Any disputes arising from the implementation of this contract will be settled in the court competent for the seat of the Ordering Party.
2. The Agreement has been drawn up in duplicate, one for each Party.
3. In matters not covered by the provisions of the Agreement, generally applicable provisions will apply, in particular the provisions of the Act of 23 April 1964 - Civil Code.

Contractor:

Contracting Authority:

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Task 1 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	Cell line NB-4, 1 cryo ampoule. The cryo ampoule should contain at least 1.0×10^6 cells	1					

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Contractor




Task 2 reagents used 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	RPMI 1640 culture medium with phenol red , for the cultivation of mammalian cells, without ingredients of animal origin, containing i.a. 4500mg / L glucose, L-glutamine, HEPES, sodium pyruvate, sodium bicarbonate, sterile, 1 package = 500ml, not worse than 30-2001	15					
2	Iscove's Modified Dulbecco's Medium phenol red culture medium for the cultivation of mammalian cells , without ingredients of animal origin, containing incl. 4500mg / L glucose, L-Glutamine, sodium carbohydrate, sterile 1 pack. = 500 ml, not worse than 30-2005	10					
Total:							

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Contractor

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Task 3 Reagents used 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	DMSO (dimethyl sulfoxide), (used for cryopreservation of cell cultures), purity> 99% for use in cell culture / molecular biology, 1 package = 100ml	1					

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Contractor




Task 4 Reagents used 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)	Annex No. Gross value	Specification of the offered subject of the contract (i.a. Manufacturer's name and catalog number)
1	Buffer, PBS solution (phosphate-buffered saline), no calcium and magnesium ions, pH 7.2-7.6, liquid form, sterile, filtered, for use in cell culture, 1package = 500ml, not worse than 10010023	10					

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Contractor

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Task 5 Reagents used 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	Fetal bovine serum solution used for cell cultures, heat-inactivated solution. Virus and mycoplasma tested, filtered three times through a 0.1 micron filter. 1 package = 500ml, not worse than 10270098	10					

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Contractor



Task 6 Cytotoxicity test

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	Colorimetric test for the determination of cell proliferation , based on the reduction of the WST-8 tetrazole salt, applicable for the determination of viability and cytotoxicity, 500 tests, not worse than 96992	1					

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Task 7 Oligonucleotide synthesis

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)	Gross value	Specification of the offered subject of the contract (i.a. Manufacturer's name and catalog number)
1	Oligonucleotide synthesis - oligonucleotide synthesis valuation for 1 nucleotide on the 1 umol scale, HPLC purification, length range 15- 45 nt, lyophilized with possible suspension in water, the company undertakes to present the result of the oligonucleotide quality analysis after HPLC purification, the laboratory performing the synthesis is located in Poland	3000					

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Task 8 Reagents for flow cytometry

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	APC-conjugated anti-human CD33 monoclonal antibody derived from MW53 clone , anti-human, intended for cell cytometry, 100 determinations, not worse than 561816	1					
2	Monoclonal antibody against human CD34 , conjugated with phycoerythrin (PE) from clone 581, anti-human, intended for cell cytometry, 100 determinations, not worse than 555822	1					
3	Monoclonal antibody against human CD117 antigen conjugated with BV421, anti-human, intended for cell cytometry, 100 determinations, not worse than 563856	1					
Total:							-

Contractor

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Task 9 Reagents used for liposome formulations

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	DSPE-PEG-DSPE, 1K, purity ≥95%, 1 serving = 5g, equivalent to HO096096-1K	1					

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Contractor




Task 10 Reagents used for liposome formulations

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	DSPE-PEG-MAL, 2K, purity ≥95%, 1 serving = 5g, equivalent to LP096022-2K	1					

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Task 11 Reagents for flow cytometry

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	Primary rabbit anti-human monoclonal anti-p63-alpha (D2K8X) antibody conjugated with phycoerythrin (PE) for flow cytometer testing, volume 100 µl, cat. No. 56687S.	1					

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Contractor

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Task 12 Reagents for flow cytometry

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	Primary murine anti-human monoclonal antibody anti-Ki67 (clone B56) conjugated to PerCP-Cy™ 5.5 for flow cytometer testing, 50 tests, cat. No. 561284.	1					

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Contractor

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