

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

L.Dz. 456/KL/22

Zabrze, dn. 18.02.2022 r.

Participants in the proceedings

Regarding: procurement procedure for "Supply of products for tests" (4/Z/22) 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

According to the content of chapter X, point 2 of the TERMS AND CONDITIONS OF THE CONTRACT in connection with the question submitted by the Contractors to the TERMS AND CONDITIONS OF THE CONTRACT regarding the above-mentioned proceedings:

1. In connection with the answer given on 16.02.2022 to the question concerning Task 7, we would like to know whether the Ordering Party agrees to separate two separate price positions for RNA and DNA oligonucleotides in Task 7. This applies to both the NETTO unit price (for a single nucleotide attachment) and the NETTO value (for the entire order). This will result in modification of the attachment 4.7, modifying the existing item with additional information on the type of nucleic acid (RNA) and adding one additional item with information on the second type of nucleic acid (DNA) - division of the current one item into two new ones, specifying the type of nucleic acid. The question is motivated by the large price difference between a single nucleotide attachment for RNA and DNA. It is not possible to make an intermediate price offer between DNA and RNA, as this would result in an inadequate price/cost ratio for one variant to the other.

The Ordering Party answers: After reviewing your question, we are correcting our answer of 16.02.2022 and inform you that Task 7 and Annex 4.7 of the TERMS AND CONDITIONS OF THE CONTRACT applies to RNA synthesis only.

2. Applies to Part 2, Chapter IV, point 1.5 - tasks 2, 4, 5, 6.

Due to the specificity of the products listed in Tasks 2, 4, 5 and 6, we would like to ask you to withdraw from the delivery of folders / leaflets / catalogs of the offered subject of the contract within 3 days, in exchange for the expression consent for the Ordering Party to independently download from the



manufacturer's website detailed descriptions of the subject of the contract in English or to provide the required documents in English upon request.

The Ordering Party answers: The Ordering Party agrees.

3. Refers to the model contract, § 1, paragraph 3 - tasks 2, 4, 5, 6 and 8.

Please complete the above paragraph with the words "as far as applicable" at the end of the sentence. The subject of the proceedings within the above mentioned tasks are laboratory reagents which are used solely for scientific research. Therefore, no marketing authorization is required.

The Ordering Party answers: „The model contract in § 1, paragraph 3 reads: 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". Therefore, it contains the phrase "as far as applicable". The Ordering Party shall not change the wording of the said paragraph.

4. Refers to the model contract, § 5, paragraph 1, subparagraphs 1) and 2) - tasks 2, 4, 5, 6 and 8.

We would like to clarify what value is meant in the above mentioned paragraphs. Do we understand correctly that it is the amount of remuneration for the product that is in default? If not, please correct the provisions so that the amount of penalty is calculated on the basis of the amount of remuneration for the product. This is because the agreement is a consecutive supply agreement.

The Ordering Party answers: The provisions of the contract in § 5, paragraph 1, subparagraphs 1) and 2) refer to the total remuneration, i.e. the value of the entire contract concluded with the Supplier. The Ordering Party does not agree with the correction, according to the letter dated 16.02.2022.

5. Refers to the model contract, § 8, paragraph 5, subparagraphs 1) - tasks 2, 4, 5, 6 and 8.

Please extend the time for replacement under claim from 7 business days to 28 business days. Our request is motivated by the fact that in case of lodging a complaint it is necessary to conduct the analysis of the complaint itself. Considering this aspect, the deadline is insufficient and exposes the Contractor to contractual penalties for untimely performance.

The Ordering Party answers: According to the TERMS AND CONDITIONS OF THE CONTRACT § 8, paragraph 5, subparagraphs 1) reads:



„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;”

According to the above provision, the deadline for removing the defect or failure **is not less than 7 days** and shall be set by the Purchaser. The Ordering Party shall not change the wording of the said paragraph.

6. Regarding attachment no. 1, paragraph 10 - tasks 2, 5, 6 and 8. The Ordering Party has written

„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”.

Please revise the aforementioned provision to read:

„I declare that the subject of the contract offered in Task no. 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”.

„I declare that the subject of the contract offered in Task no. 2 has a minimum validity period of 6 months from the date of delivery to the seat of the Ordering Party”.

Our request is motivated by the fact that the reagents listed in item 2 have shorter expiration dates than those assumed by the Orderer.

The Ordering Party answers: The Ordering Party agrees to a minimum validity period of 3 month. Additionally, we would like to draw your attention to question no. 8 and the findings contained therein.

7. Will the Ordering Party agree to extend the time of delivery of products from Task 2 from 28 days to 56 days (8 weeks) after placing the order?

The products in question are not permanently in stock at our central warehouse, moreover, due to the current global COVID-19 pandemic, the standard delivery time for XXXX products is 3-4 weeks longer than before, so a delivery date of 28 days may be impossible to meet, but a delivery date of 56 days (8 weeks) is now realistic.

The Ordering Party answers: The Ordering Party agrees.

8. Do you agree to offer materials from task 2 with a minimum validity period of 3-month from the date of delivery?

Handwritten signatures and initials in blue ink.

XXXX distributes a given batch of medium/reagent until there are less than 3 months remaining and this is the minimum validity period we can offer throughout the contract period.

The Ordering Party answers: The Ordering Party agrees. Modified Offer Form attached.

9. Will the products in the request be ordered all in one shipment, or do you have a planned delivery schedule?

This information will help us to calculate the transport costs from our warehouse in Germany to your laboratory. If we do not have information about the number of deliveries, we would have to assume that you will order 1 package each and include the cost of transport from the warehouse in the price of each product.

The Ordering Party answers: Products from the request will be ordered as requested to the Supplier according to the research needs of the Ordering Party.

In accordance with the content of Chapter X, section 3 of the Terms of Reference, the Ordering Party modifies the TERMS AND CONDITIONS OF THE CONTRACT as follows:

1. Chapter II, point 4 of the TERMS AND CONDITIONS OF THE CONTRACT shall be replaced by the following: „We exclude the possibility of submitting variants, with the exception of Task 4. The Contractor may deliver the entire assortment in one delivery after placing the order, provided that the period of validity is at least 12 months from the date of delivery, for Task 2 - at least 3 months from the date of delivery. The Ordering Party also allows consecutive deliveries under Task No. 4, provided that the period of validity is at least 3 months from the date of delivery.

2. Annex No. 1 to the TERMS AND CONDITIONS OF THE CONTRACT is modified.

Yours sincerely

Adam Konka

**Chairman of the Board
SPMT Kardio-Med Silesia Sp. z o. o.**

Attachments:

1. Modified Appendix No. 1 to the Terms of Reference



(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" (4/Z/22) within the framework of the Project entitled "Personalized, liposomal therapy of acute myeloid leukemias (OBS / AML) based on small, inhibitory RNAs" 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.

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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. 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. I declare that the subject of the contract offered in Task no. 2 has a minimum validity period of 3 months from the date of delivery to the seat of the Ordering Party.
12. 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. *
13. 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)

Handwritten signature

Handwritten signature

