



Śląski Park Technologii Medycznych

Kardio-Med Silesia Sp. z o.o.

ul. Marii Curie-Skłodowskiej 10c, 41-800 Zabrze

tel.: (32) / 705 03 05 • fax.: (32) / 705 03 00



AGENCJA
BADAŃ
MEDYCZNYCH



Zabrze, 09.08.2022

L.Dz. 1025/MP/22

Participants in proceedings

Ref.: the procedure for the „Delivery of products for testing” as part of a commercial clinical trial project – development of innovative therapeutic solutions using RNA technology. Research financed by the state budget from the Medical Research Agency, Project number 2021/ABM/05/00002 (29/Z/22).

In accordance with the content of Chapter X point 2 of the TERMS AND CONDITIONS OF THE CONTRACT, in connection with the questions submitted by the Contractors to the Terms of Reference regarding the above-mentioned proceedings:

1. Applies to part 2, chapter VI, paragraph 1, point 5) – task no. 20.

Due to the specificity of the product specified in task 20, we pay you back with a request to withdraw from the delivery, upon request, within 3 days of folders / leaflets / catalogs of the offered subject of the contract in exchange for consenting to the Ordering Party to independently download from the manufacturer's website detailed descriptions of the subject of the procedure in English. English or delivery of required documents in English upon request. English.

The Ordering Party answers: we agree to all tasks.

2. Concerns Annex 1 and the contract template, § 3, section 4, - task no. 20.

The Contracting Authority wrote:

"Payment deadline - **up to 45 days** from the date of receipt of the invoice by the Ordering Party"

Please correct the above-mentioned entry so that it reads:

"Payment deadline - **up to 30 days** from the date of receipt of the invoice by the Ordering Party"

The Ordering Party answers: we agree to all tasks.

§ 3 clause 4 of the essential provisions of the contract shall read as follows: "The price shall be paid 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 address of the Ordering Party or in electronic form to the following address: biuro@kmptm.pl. ". The modified Offer Form is attached.

3. Concerns the contract template, § 8, section 4, point 1) – task no 20.

Please extend the replacement period under the complaint from 7 working days to 28 working days.

We justify our request by the fact that in the event of a complaint being submitted, it is necessary to analyze the validity of the complaint itself. Considering this aspect, as well as the fact that our products are stored outside the country, the deadline given here is insufficient and exposes the Contractor to incurring contractual penalties for untimely performance.

The Ordering Party answers: We maintain the provisions of TERMS AND CONDITIONS OF THE CONTRACT, because in accordance with the provisions of § 8, paragraph 4, point 1) of the draft contract (Appendix 3), the deadline for removing defects may not be shorter than 7 days, which does not exclude the deadline of 28 days.

In connection with the entry into force of the new law on public procurement and the obligation to submit an offer in electronic form, we are asking for admission in the TERMS AND CONDITIONS OF THE CONTRACT to submit offers for the above-mentioned version with an electronic signature.

"Pursuant to § 2 paragraph 1 of the Regulation of the Prime Minister of 30 December 2020 on the method of preparing and submitting information and technical requirements for electronic documents and electronic communication means in a public procurement procedure or competition (Journal of Laws of 2020, item 2452; hereinafter: Regulation on means of communication) the contractor prepares an offer in electronic form, in the data formats specified in the regulations issued on the basis of art. 18 of the Act of February 17, 2005 on the computerization of the activities of entities performing public tasks (consolidated text of the Journal of Laws of 2020, item 346 as amended), subject to the formats referred to in Art. 66 sec. 1 of the act, taking into account the type of data transferred.

Pursuant to Art. 63 sec. 1 of the Public Procurement Law, in a contract award procedure or a competition with a value equal to or greater than the EU thresholds, the economic operator shall submit an offer, under pain of nullity, in electronic form. However, in procedures for the award of a contract or a competition with a value lower than the EU thresholds - also under pain of nullity - in electronic form or in electronic form with a trusted signature or a personal signature.

The Ordering Party answers: The Ordering Party does not argue with the provisions of the Public Procurement Law (PPL), however, the procedure is conducted on the basis of the Civil Code and the Ordering Party's Procurement Regulations available at <http://www.kmptm.pl>, which is included in the Terms of Reference, and the provisions of the Terms of Reference. The contracting authority does not apply the provisions of the Public Procurement Law and does not provide for submitting offers in this procedure in a form other than in writing.

Applies to task no. 15:

4. The Contractor in item 3 of task 5 may offer 2-20ul pipettes that work with 2-200ul or 0.5-20ul tips. Can the client indicate the pipette variant he prefers?



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The Ordering Party answers: task no. 15 item 3 - for a 2-20 µl pipette, a 2-200 µl tip is required.

5. Will the Ordering Party agree to extend the delivery date up to 6 weeks from signing the contract? The increased demand for laboratory products for covid diagnostics, as well as the fact that the manufacturer's warehouses are located abroad, may extend the delivery date.

The Ordering Party answers: we agree to extend the delivery date to 6 weeks for products from task 15. § 2 par. 1 of the draft contract (Appendix no 3) shall read as follows: "Deliveries will be carried out successively within: (...)

Task no. 15: 6 weeks; (...)

from the date the Ordering Party sends the request via e-mail to the e-mail address of the Contractor's representative indicated in § 2 sec. 3 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 Party. "

6. Task no. 15 item 1

Is it possible to propose an automatic pipette with a range of 0.1-2 µl?

This will make it possible to offer all pipettes from the package of 15 at good prices and very good quality.

The Ordering Party: The contracting authority does not agree to change the scope of the pipettes.

7. Task no. 3 item 1

Please indicate what material the membrane in syringe filters should be made of?

The Ordering Party answers: The Ordering Party has no preferences regarding the membrane material in syringe filters.

At the same time, in accordance with the content of Chapter X, point 3 of the Terms of Reference, the Ordering Party informs that it is extending the deadline for submitting offers.

New deadline for submitting offers:

August 17, 2022 at 10.00 a.m.

New offer opening date:

August 17, 2022 at 10.30 a.m.

Kind regards

PREZES ZARZĄDU
Adam Konka

Attached

1. Modified Appendix no. 4.3.



Appendix no. 1

(stamp/name of Contractor)

date.....

OFFER FORM

In response to the contract award notice for the "Supply of products for tests" (29/Z/22) as part of a commercial clinical trial project - development of innovative therapeutic solutions using RNA technology, we offer the subject of the contract to the extent 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

Śląski Park Technologii Medycznych Kardio-Med Silesia Sp. z o.o. z siedzibą w Zabrzu, ul. Marii Curie-Skłodowskiej 10c, 41-800 Zabrze, zarejestrowana w Rejestrze Przedsiębiorców Krajowego Rejestru Sądowego prowadzonym przez Sąd Rejonowy w Gliwicach, X Wydział Gospodarczy Krajowego Rejestru Sądowego pod numerem KRS 0000396540, NIP 648-276-15-15, Regon 242742607

Nr konta bankowego: 09-1130-1091-0003-9119-1820-0007

e-mail: biuro@kmptm.pl, www: <http://www.kmptm.pl>



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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:

Task no. 13

gross price PLN, VAT rate:

In words, gross price:

Task no. 14

Śląski Park Technologii Medycznych Kardio-Med Silesia Sp. z o.o. z siedzibą w Zabrzu, ul. Marii Curie-Skłodowskiej 10c, 41-800 Zabrze, rejestrowana w Rejestrze Przedsiębiorców Krajowego Rejestru Sądowego prowadzonym przez Sąd Rejonowy w Gliwicach, X Wydział Gospodarczy Krajowego Rejestru Sądowego pod numerem KRS 0000396540, NIP 648-276-15-15, Regon 242742607

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gross price PLN, VAT rate:

In words, gross price:

Task no. 15

gross price PLN, VAT rate:

In words, gross price:

Task no. 16

gross price PLN, VAT rate:

In words, gross price:

Task no. 17

gross price PLN, VAT rate:

In words, gross price:

Task no. 18

gross price PLN, VAT rate:

In words, gross price:

Task no. 19

gross price PLN, VAT rate:

In words, gross price:

Task no. 20

gross price PLN, VAT rate:

In words, gross price:

Payment term - up to 30 days from the date of invoice receipt by the Contracting Authority.



1. We hereby 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 declare that the draft agreement contained in the specification of essential terms of the agreement has been accepted by us and in the event of choosing our offer - we declare the readiness to sign the agreement on the terms specified in the draft agreement, constituting Appendix No. 3 to the TERMS AND CONDITIONS OF THE CONTRACT, at the place and time specified by the Contracting Authority.
5. I declare that I have the documents allowing the offered subject of the contract to be marketed in the territory of the country (if applicable) and I undertake to deliver them at each request of the Contracting Authority, on the 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. I declare that the offered subject of the agreement in the task no. 1, no. 2 has 30-days warranty period from the date of delivery to the registered office of the Contracting Authority.
9. I declare that the offered subject of the agreement in the task of no. 3, no.4, no.5, no.6, no.7, no.8, no.9, no.10, no.11, no.12, no.13, no.14, no.15, no.16, no.17, no.18, no.19, no. 20 has min. a 12-month warranty period from the date of delivery to the registered office of the Contracting Authority.
10. Our e-mail address for receiving correspondence:
11. Agreement 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
Task 13: 12 months from the date of the contract
Task 14: 12 months from the date of the contract
Task 15: 12 months from the date of the contract
Task 16: 12 months from the date of the contract
Task 17: 12 months from the date of the contract
Task 18: 12 months from the date of the contract
Task 19: 12 months from the date of the contract
Task 20: 12 months from the date of the contract



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The appendices to this tender are:

1.
2.
3.
4.

(signature of authorized representative)

My