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

M. Curie-Skłodowskiej Street 10c,

41-800 Zabrze

No. reg. 29/Z/22 Zabrze, 03.08.2022

**TERMS AND CONDITIONS OF THE CONTRACT**

Procurement procedure for

"Supply of products for tests"

within

Project entitled commercial clinical trial project - development of innovative therapeutic solutions using RNA technology

The study is financed by the state budget from the Medical Research Agency, project number 2021 / ABM / 05/00002

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# CONTRACTING 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: [postepowania@kmptm.pl](mailto:postepowania@kmptm.pl)

1. **DESCRIPTION OF THE SUBJECT MATTER OF THE CONTRACT**
2. The subject of this procedure is the delivery of products for tests in accordance with Appendices 4.1. - 4.20. to TERMS AND CONDITIONS OF THE CONTRACT:

Task 1: Cell lines

Task 2: Cell lines

Task 3: Laboratory accessories

Task 4: Dyes/chemical reagents

Task 5: Chemical reagents/liposome formulation/lipids

Task 6: Antibodies/reagents for assays

Task 7: Laboratory accessories

Task 8: Laboratory accessories

Task 9: Cytotoxicity test/ reagents for cell culture assays

Task 10: Laboratory accessories/freezing boxes

Task 11: Laboratory reagents/Western blot reagents

Task 12: Supplements/reagents for cell culture/reagents for molecular biology

Task 13: Pseudovirus/laboratory reagent

Task 14: Chemical reagents/liposome formulation/lipids

Task 15: Small laboratory equipment/automatic pipettes/pipette stands

Task 16: Primary antibody

Task 17: Dyes/chemical reagents

Task 18: TLC reagents/chemical reagents

Task 19: TLC reagents/chemical reagents

Task 20: Set for laboratory assays

1. Place of performance: The building of Silesian Park of Medical Technologies Kardio-Med Silesia Ltd. in Zabrze, 10c Curie-Skłodowskiej Street.
2. CPV CODE:

38437100-8 Pipettes,

38437000-7 Laboratory pipettes and accessories,

33696500-0 Laboratory reagents,

33696000-5 Reagents and contrast media,

24000000-4 Chemical products,

24200000-6 Dyes and pigments,

33696300-8 Chemical reagents,

38437120-4 Pipette stands.

1. We exclude the possibility of submitting variants.
2. The Contracting Authority allows partial offers, for individual tasks.
3. Contractors may submit a tender jointly.
4. The Contracting Authority allows the performance of the task by subcontractors in the transport of the subject of the contract.
5. The Contractor will indicate in the Tender the scope of works performed by subcontractors.
6. The Contractor bears full responsibility for the actions of subcontractors.
7. The contract is financed under the ongoing commercial clinical trial project - development of innovative therapeutic solutions using RNA technology financed from the state budget from the Medical Research Agency, Project number 2021 / ABM / 05/00002.
8. The Contracting Authority may cancel the procedure if the funds from the above-mentioned The programs that the Contracting Authority intended to finance all or part of the Contract were not awarded to it.

# III. DESCRIPTION OF TENDER PREPARATION

1. To be evaluated, a tender should meet the requirements of these Terms of Reference.
2. The Tender submitted by the Contractor should be made in writing.
3. The Tender shall be constituted by Appendices: no. 1, no. 2, no. 4.1.-4.20. and other documents and declarations of will signed by the Contractor as required by the TERMS AND CONDITIONS OF THE CONTRACT.
4. The Contractor shall fulfil all conditions required in point V.
5. A Tender shall be signed by a person authorized to represent the Contractor, which has to result from the documents attached to the Tender.
6. The Tender submitted by the Contractor should be made in Polish. The Ordering Authority allows the tender to be submitted in English. The all pages of the Tender should be connected in a permanent manner that prevents them from sliding out, numbered and each sheet signed /in accordance with point 5/.
7. Any corrections or changes to the Tender should be signed personally by the person signing the Tender /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 Tender price is given with a discrepancy in words and numbers or different prices are given in different parts of the Tender, 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 Contractor can submit only one Tender.
13. The Tender shall be put in a sealed envelope which guarantees confidentiality of its content.
14. Written tender should be placed in the envelope addressed to:

Śląski Park Technologii Medycznych Kardio-Med Silesia Sp. z o. o.,

10c M. Curie-Skłodowskiej Street,

41-800 Zabrze

and marked with the following incription:

Tender for the proceedings to award a contract for

"Supply of products for tests "(29/Z/22)

within

commercial clinical trial project - development of innovative therapeutic solutions using RNA technology

1. The envelope must also be marked with the name and address of the Contractor.
2. 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 Contractor failed to submit explanations and/or supplemented tender deficiencies within the specified deadline;

5) the Tender was submitted by a Contractor with respect to whom liquidation proceedings have been opened or the Contractor has been deleted from the proper register

6) it was submitted after the deadline for submission of Tenders;

7) the Tender was submitted by a Contractor:

a) having capital ties with the Contracting Authority1

b) the Contractor is personally related to the Contracting Authority2

8) It has been submitted by the Contractor who, within 3 years before the deadline for submission of tenders, improperly performed the contract for the Contracting Authority, which was confirmed by charging the Contractor with contractual penalties, withdrawal from the contract or other legally admissible form of proving improper performance of the contract by the Contractor.

1. A Tender submitted after the deadline shall be returned to the Contractor.
2. The Contractor 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 Appendices,

- 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.

1,2Capital 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 TENDER PRICE CALCULATION METHOD.**

1. In his tender, the Contractor 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 tender price shall be expressed in Polish zloty to two decimal places.
3. The price expressed in a foreign currency will be converted according to the average exchange rate of the National Bank of Poland on the day of submitting offers.
4. Rates and prices quoted by the Contractor in the tender will not be subject to adjustment during the execution of the agreement, except in cases listed in the material provisions of the agreement.
5. 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 Contractors who submitted a statement according to the specimen in Appendix 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 Contractor 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 Contractors submitting a joint tender the conditions defined in item 1. 1)-3) have to be met jointly by Contractors.

**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 Appendix no. 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 (appendices no. 4.1 - 4.20) completed and signed by a person authorized to represent the Contractor;

5) The Contracting Authority reserves the right to request the Contractor to present folders / leaflets / catalogs of the offered subject of the contract within 3 days of sending the request. Failure to provide the folders / leaflets / catalogs required by the Contracting Authority will result in rejection of the Tender.

1. Contractors 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 Contractors 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.
2. The Contracting Authority shall request the Contractor 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 TERMS AND CONDITIONS OF THE CONTRACT as at the date for submission of tenders.
3. If the Contractor 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 Contractor. The certification by the Contractor 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 Contractor to produce the original document for comparison with the illegible copy.
4. In the case of Contractors submitting a joint Tender, each of them has to submit separately the documents specified in item 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

Task 13: the lowest price

Task 14: the lowest price

Task 15: the lowest price

Task 16: the lowest price

Task 17: the lowest price

Task 18: the lowest price

Task 19: the lowest price

Task 20: the lowest price

**The price criterion** will be considered on the basis of the price quoted by the Contractor 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 agreement

Task 2: 12 months from the date of the agreement

Task 3: 12 months from the date of the agreement

Task 4: 12 months from the date of the agreement

Task 5: 12 months from the date of the agreement

Task 6: 12 months from the date of the agreement

Task 7: 12 months from the date of the agreement

Task 8: 12 months from the date of the agreement

Task 9: 12 months from the date of the agreement

Task 10: 12 months from the date of the agreement

Task 11: 12 months from the date of the agreement

Task 12: 12 months from the date of the agreement

Task 13: 12 months from the date of the agreement

Task 14: 12 months from the date of the agreement

Task 15: 12 months from the date of the agreement

Task 16: 12 months from the date of the agreement

Task 17: 12 months from the date of the agreement

Task 18: 12 months from the date of the agreement

Task 19: 12 months from the date of the agreement

Task 20: 12 months from the date of the agreement

**IX. PLACE AND DEADLINE FOR SUBMITTING TENDERS**

1. Tenders should be submitted at the seat of the Silesian Park of Medical Technologies Kardio-Med Silesia Ltd., 10c M. C. Skłodowskiej Street, 41-800 Zabrze.
2. The deadline for submission of tenders is **11.08.2022 at 10.00 a.m.**
3. Tenders submitted after this deadline will be immediately returned to the Contractor.
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 Contractor shall bear all costs related to preparation and submission of a Tender.
6. The Contractor 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 Contractor 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 TERMS AND CONDITIONS OF THE CONTRACT.

**X. METHOD OF COMMUNICATION**

1. The Contractor may ask for clarification of the contents of the TERMS AND CONDITIONS OF THE CONTRACT in writing or electronically ([postepowania@kmptm.pl](mailto:postepowania@kmptm.pl)).
2. The Contracting Authority shall provide clarifications immediately.
3. If the explanations provided lead to changes in the TERMS AND CONDITIONS OF THE CONTRACT, 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. TENDER VALIDITY PERIOD**

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

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

1. Tenders will be opened on 11.08.2022 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 tenders will inform the Contracting Authority 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 Contractors and the prices of their tenders shall be announced.
5. If a Contractor did not attend the tender opening, the Contracting Authority shall send, upon written request, information containing the names and addresses of Contractors 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 tender has been submitted in the proceeding or all tenders 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.

1. The announcement of the result shall also be posted on the Contracting Authority's website.

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

The person authorized to contact the Contractors is:

Małgorzata Pietrzak: [m.pietrzak@kmptm.pl](mailto:m.pietrzak@kmptm.pl); [postepowania@kmptm.pl](mailto:postepowania@kmptm.pl)

**XIV. ISSUES RELATED TO THE AGREEMENT**

1. Essential provisions contained in the agreement and foreseen possibilities and conditions of amending it are included Appendix no. 3.
2. The Contractor 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 tender in order to sign the agreement (if requested to do so by the Contracting Authority).
3. If the selected Contractor fails to appear according to item 2, the Contracting Authority shall have the right to sign the agreement with the Contractor whose tender is next in order according to the tender evaluation criteria.
4. If the Contractor joint tender is found to be the most advantageous, before the conclusion of the public procurement agreement they shall, at the request of the Awarding Entity, submit the contract governing the cooperation of these Contractors, containing at least the following provisions:

- establishing an agreement at least for the period not shorter than the duration of the public procurement agreement,

- indication of the Proxy as the entity making the settlements,

- joint and several liability for the agreement,

- prohibition to change Partners (Contractors) 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.**

Appendix no. 1

(stamp 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**

**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**

**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 45 days** from the date of invoice receipt by the Contracting Authority.

1. We hereby 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.

1. 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.
2. I will subcontract the following tasks to subcontractors:

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

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

1. I declare that I bear full responsibility for the actions of subcontractors.
2. I declare that the offered subject of the agreement in the task of no. 1, no. 2, 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.
3. Our e-mail address for receiving correspondence: ...................................
4. 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

The appendices to this tender are:

1. ..................................................

2. ..................................................

3. ..................................................

4. ..................................................

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

(signature of authorized representative)

Appendix no. 2

……………………………

(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 Contractor 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 Contracting Authority by capital\*
6. I am not personally related to the Contracting Authority\*\*

..................................., date ........................ ...........................................................

(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.

Appendix no. 3

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Commercial clinical trial project - development of innovative therapeutic solutions using RNA technology

(Material provisions of the agreement)

**AGREEMENT NO ………/ABM/22**

concluded on ……………… .2022 in Zabrze between

**Silesian Park of Medical Technologies Kardio-Med Silesia Ltd.**

with headquarters in Zabrze, ul. M. Curie- Skłodowskiej 10c, registered in the Register of Entrepreneurs of the National Court Register kept by the 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

a) (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 Agreement**

1. The subject of the Agreement is the delivery of products for tests in accordance with the specification of the assortment contained in Appendicies 4.1.-4.20 to the Terms of Reference and the offer submitted in response to the procurement procedure no. 29/Z/22.
2. The Ordering Party has the right not to use the entire Object of the Agreement, and the Contractor is not entitled to any claims against the Ordering Party. The Ordering Party also declares that the minimum scope of the Agreement implementation will correspond to 80% of the Contractor's gross remuneration, referred to in § 3 sec. 1 of the Agreement.
3. The Contractor declares that the Object 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 Object of the Agreement in a manner consistent with the law (if applicable), which will be handed over to the Ordering Party along with the Object of the Agreement at the request of the Ordering Party

**§ 2.**

**The method of performance of the Agreement**

1. Deliveries will be made successively within:

Task no. 1: 28 days;

Task no. 2: 28 days;

Task no. 3: 28 days;

Task no. 4: 28 days;

Task no. 5: 28 days;

Task no. 6: 28 days;

Task no. 7: 28 days;

Task no. 8: 28 days;

Task no. 9: 28 days;

Task no. 10: 28 days;

Task no. 11: 28 days;

Task no. 12: 28 days;

Task no. 13: 28 days;

Task no. 14: 28 days;

Task no. 15: 28 days;

Task no. 16: 28 days;

Task no. 17: 28 days;

Task no. 18: 28 days;

Task no. 19: 28 days;

Task no. 20: 28 days;

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.

2. The given delivery is considered to be completed on the day on which the ordered batch of the assortment constituting the Object of the Agreement is handed over at the registered office of the Ordering Party to the representative of the Ordering Party indicated in paragraph 3 or another employee designated by the Ordering Party.

3. Person responsible for the performance of the Agreement:

1) on the part of the Ordering Party: Marlena Golec, e-mail: m.golec@kmptm.pl, Kliwia Piórkowska, e-mail: k.piorkowska@kmptm.pl,

2) on the Contractor's side: ………………… .., email: …………….

Change by the Parties of the persons designated in accordance with paragraph 3 does not require an annex to the Agreement.

4. The Contractor undertakes to deliver the Object of the Agreement at his own expense, in packages with a factory marking, i.e. product name, expiry date, name and address of the manufacturer.

5. The Contractor undertakes to ensure the transport of the Object of the Agreement in refrigerators or freezers - if such conditions are required to maintain the properties of the Object of the Agreement.

6. If, for reasons not attributable to the Contractor, it is not possible to deliver the assortment constituting the Object of the Agreement (according to the trade name), the Contractor is obliged to inform the Ordering Party about this fact and provide explanations. The Ordering Party, after reading the content of the explanations, is entitled to request:

1) delivery of the Object of the Agreement;

2) delivery of a product with properties not worse than the assortment constituting the Object of the Agreement, within a period specified by the Ordering Party, not longer than 14 days.

**§ 3.**

**Price**

1. For the performance of the Object of the Agreement, the Ordering Party 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 Object of the Agreement will be paid successively, for each completed delivery, on the terms resulting from the following provisions.

2. The Ordering Party allows the possibility of changing the gross price of the Object 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 Object of the Agreement by the Contractor, including in particular: costs of securing for transport and unloading costs of the Object 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 45 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 Object of the Agreement will be made from the funds provided to the Ordering Party in the Project.

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

**§ 4.**

**Duration of the Agreement**

The Agreement 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 is exhausted.

**§ 5.**

**Contractual penalties**

1. The following contractual penalties are established:

1) 0.1% of the Contractor's gross remuneration for each commenced day of delay in the event of exceeding the agreed delivery date for a given batch of assortment, and if the delay exceeds 5 days - starting from the sixth day, the penalty will be 0.2% of the Contractor's gross remuneration for each the next day of delay started;

2) in the amount of 0.05% of the Contractor's gross remuneration for each commenced day of delay, in the event of exceeding the deadline referred to in § 8 section 4 point 1 of the Agreement

3) in the amount of 10% of the Contractor's gross remuneration for a given Task, referred to in Appendix No. 4.1-4.20 to 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 sec. 1 of the Agreement, in the event of withdrawal from the Agreement for reasons attributable to the Contractor.

2. The Parties have the right to claim damages in excess of the reserved contractual penalties.

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

4. The total amount of contractual penalties 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:
2. 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 Object of the Agreement;
3. 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 Object of the Agreement;
4. 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;
5. 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;
6. non-use of the Object 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.
7. 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 Agreement**

1. The Ordering Party may withdraw from the contract, if:
2. opening of liquidation of the Contractor - within 30 days from the date of receiving information about the liquidation by the Ordering Party;
3. The Contractor will be deleted from the appropriate register - within 30 days from the date of receipt of information on deletion by the Ordering Party,
4. 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;
5. 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;
6. supply of the assortment constituting the Object of the Agreement or a substitute product is not realized within the time limit referred to in § 2 item 6 of the Agreement - within 30 days from the day when the Ordering Party recognizes this circumstance;
7. if the Contractor violates the prohibition referred to in § 9 of the Agreement - within 30 days from the date on which the Ordering Party establishes this circumstance.
8. The withdrawal from the Agreement shall be in writing otherwise being null and void.
9. The withdrawal from the Agreement has a future effect (ex nunc).
10. 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 warranty period is set at .......... (in words: ..............) days, the warranty begins on the date of acceptance of a given batch of products constituting the Object of the Agreement.
2. 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.
3. The Contractor shall be liable under the warranty for defects and faults of the assortment constituting the Object 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 Object of the Agreement at the time of acceptance.
4. 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:
5. demand the removal of the defect or deficiency, setting an appropriate period of time, not shorter than 7 working days, to the Contractor or;
6. demand payment of compensation relevant to the damage suffered and the loss of use and technical value.
7. After ineffective expiry of the deadline set for the removal of defects or faults, the Ordering Party may entrust their removal to a third party at the expense of the Contractor.
8. 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**: **Ordering Party:**

Appendix no. 4.1

Task no. 1. Cell lines

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 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 Bronchial/Tracheal Epithelial Cells; Normal, Human, 1 vial, 1 vial should contain min 0.5x10^6 cells | 1 |  |  |  |  |  |
| 2 | Primary Small Airway Epithelial Cells, 1 vial, 1 vial should contain min 0.5x10^6 cells | 1 |  |  |  |  |  |
| Total: | | | | | |  | |

……………………………………………………

Contractor

Appendix no. 4.2

Task no. 2. Cell lines

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 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 | Adenocarcinomic human alveolar basal epithelial cells A549, 1 vial, 1 vial should contain min 1.0x10^6 cells | 1 |  |  |  |  |  |
| 2 | Bronchial Epithelium Transformed with Ad12-SV40 2B BEAS-2B, 1 vial, 1 vial should contain min 1.0x10^6 cells | 1 |  |  |  |  |  |
| Total: | | | | |  | | |

……………………………………………………

Contractor

Appendix no. 4.3

Task no. 3. Laboratory accessories

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 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 | Syringe filters, STERILE syringe filter - 25mm 0.22um, individually packed | 200 pieces |  |  |  |  |  |
| 2 | Sterile centrifugal Falcon tubes with screw cap, volume 50 ml; conical bottom; DNA, DNase / RNase, pyrogen / endotoxin free, non-cytotoxic. 1 pack = 25 pcs. | 40 packages |  |  |  |  |  |
| 3 | Centrifuge tubes black (PP), conical, sterile, 15 ml, 1 pack = 50 pcs | 2 packages |  |  |  |  |  |
| 4 | Centrifuge tubes black (PP), conical, sterile, 50 ml, 1 pack = 50 pcs | 2 packages |  |  |  |  |  |
| 5 | Black reaction tubes, 1.5 ml, 1 pack = 500 pcs | 1 packages |  |  |  |  |  |
| Total: | | | | | |  | |

……………………………………………………

Contractor

Appendix no. 4.4

Task no. 4. Dyes/chemical reagents

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 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 | DiO (3,3-Dioctadecyloxacarbocyanine perchlorate), 20mg | 1 |  |  |  |  |  |
| 2 | DiI (1,1-Dioctadecyl-3,3,3,3-tetramethylindocarbocyanine perchlorate), 25 mg. | 1 |  |  |  |  |  |
| Total: | | | | | |  | |

……………………………………………………

Contractor

Appendix no. 4.5

Task no. 5. Chemical reagents/liposome formulation/lipids

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 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 | DSPC (18:0 PG) 1,2-distearoyl-sn-glycero-3-phosphocholine, purity > 99%, CAS: 816-94-4, powder – 1g | 1 |  |  |  |  |  |
| 2 | DPPG (16:0 PG) 1,2-dipalmitoyl-sn-glycero-3-phospho-(1′-rac-glycerol) (sodium salt), purity > 99%, CAS: 200880-41-7, powder – 25mg | 1 |  |  |  |  |  |
| 3 | L-α-Lecithin, Egg Yolk, chromatographically purified, CAS: 8002-43-5 - 250mg | 1 |  |  |  |  |  |
| Total: | | | | | |  | |

……………………………………………………

Contractor

Appendix no. 4.6

Task no. 6. Antibodies/reagents for assays

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 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 anti-SARS-CoV-2 Spike antibody, host species: mouse or human, IgG, for use in immunofluorescence and / or flow cytometry and / or Western blots, 1 pack = 100 µl or 100 µg | 1 |  |  |  |  |  |
| 2 | Secondary anti-mouse IgG antibody, containing a highly fluorescent fluorophore with an excitation maximum between 550 nm-605 nm and an emission maximum between 610-650 nm, 1 ml at a concentration of approx. 1 mg / 1 ml, for use in immunofluorescence and / or flow cytometry and / or Western blot | 1 |  |  |  |  |  |
| 3 | Secondary anti-human IgG antibody, containing a highly fluorescent fluorophore with an excitation maximum between 480nm-500nm and an emission maximum between 510-540 nm, 1 ml at a concentration of approx. 1 mg / 1 ml, for use in immunofluorescence and / or flow cytometry and / or Western blot | 1 |  |  |  |  |  |
| Total: | | | | | |  | |

……………………………………………………

Contractor

Appendix no. 4.7

Task no. 7. Laboratory accessories

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 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 | Teflon plug for ground joints 29/32, 1pc | 5 |  |  |  |  |  |
| 2 | Glass stopper, ground joint 29/32, full, 1 pc | 5 |  |  |  |  |  |
| 3 | Glass stopper, ground joint 14/23, full, 1 pc | 4 |  |  |  |  |  |
| 4 | Glass stopper 19/26, full, 1pc | 4 |  |  |  |  |  |
| 5 | Conical flask 100 ml, socket 29/32, 1 pc | 2 |  |  |  |  |  |
| 6 | Conical flask 50 ml socket 19/26, 1 pc | 2 |  |  |  |  |  |
| 7 | Flask, round bottom, 50 ml, socket 29/32, borosilicate glass, 1 pc | 10 |  |  |  |  |  |
| 8 | Flask supports for round bottom flasks, for flasks with a capacity of 10-100mL, 1 pc | 4 |  |  |  |  |  |
| 9 | Flask supports for round bottom flasks, for flasks with a capacity of 100-250mL, 1 pc | 4 |  |  |  |  |  |
| 10 | Sprayer with an Erlenmeyer flask 50 ml, with an oblique tube, cut 14.5 / 23, 1 pc | 1 |  |  |  |  |  |
| 11 | Funnel for dialysis membranes, small size: Ø 5 to 13.5 mm, 1 pack = 5 pcs | 1 |  |  |  |  |  |
| 12 | Vacuum filtration system with a diameter of pores 0.1 µm, not worse than N-2052 1 pack = 12 pcs | 1 |  |  |  |  |  |
| 13 | Vacuum filtration system with a diameter of pores 0.22 µm, not worse than N-2053, 1 package = 12 pcs | 1 |  |  |  |  |  |
| 14 | Pipette storage rack, can be rotated 360 degrees, 94 pipette holes, 1 pc | 1 |  |  |  |  |  |
| 15 | Volumetric pipette with nominal volume at the top - class AS - with a capacity of 0.5 ml, 1 pack = 12 pcs | 1 |  |  |  |  |  |
| 16 | Volumetric pipette with nominal volume at the top - class AS - with a capacity of 1 ml, 1 pack = 12 pcs | 1 |  |  |  |  |  |
| 17 | Volumetric pipette with nominal volume at the top - class AS - with a capacity of 2 ml, 1 pack = 12 pcs | 1 |  |  |  |  |  |
| 18 | Volumetric pipette with nominal volume at the top - class AS - with a capacity of 5 ml, 1 pack = 12 pcs | 1 |  |  |  |  |  |
| 19 | Volumetric pipette with nominal volume at the top - class AS - with a capacity of 10 ml, 1 pack = 12 pcs | 1 |  |  |  |  |  |
| 20 | Spatula-spoon with a small blade, round, blade width 5 mm, total length 150 mm | 2 |  |  |  |  |  |
| 21 | Spatula-spoon with a small blade, round, blade width 5 mm, overall length 180 mm | 2 |  |  |  |  |  |
| 22 | Spatula-spoon with a small blade, oblong, blade width 5 mm, total length 150 mm | 2 |  |  |  |  |  |
| 23 | Spatula-spoon with a small blade, oblong, blade width 5 mm, total length 180 mm | 2 |  |  |  |  |  |
| 24 | Pear for glass pipettes, for pipettes up to 10 ml | 2 |  |  |  |  |  |
| 25 | Stand for waste bags, small - height 25 cm | 5 |  |  |  |  |  |
| 26 | Burker cell counting chamber | 5 |  |  |  |  |  |
| 27 | Set of universal stands for 50 ml tubes, for 15 ml tubes, for 1.5 - 2.0 ml tubes, for 0.5 ml tubes, 1 set = 5 pieces | 2 |  |  |  |  |  |
| 28 | Rack for 1.5 ml - 2.0 ml tubes, 80 places for test tubes, 1 pc | 6 |  |  |  |  |  |
| 29 | Waste bags 20x30 cm, 1 pack = 100 pcs | 5 |  |  |  |  |  |
| 30 | Storage rack for min. 3 pipettes, resistant to mechanical damage and aggressive chemicals. | 1 |  |  |  |  |  |
| 31 | Stickers on a roll, rectangular. Made of chemically inert polyester. Temperature resistant from -40 to + 121 ° C. For test tubes with a capacity of 1.5 / 2 ml. Yellow color. Width 12mm, length 32mm. 1op = 1000 stickers. | 1 |  |  |  |  |  |
| 32 | Device for pipetting with capillaries, 0.5-100 µl, 1 pack = 2 pcs | 1 |  |  |  |  |  |
| 33 | Glass capillaries, ring mark at: 1, 2, 3, 4 and 5 µl, marked with a clear color code according to DIN, 1op = 250pcs | 1 |  |  |  |  |  |
| 34 | Glass capillaries, ring mark at: 5 and 10 µl, marked with a clear color code according to DIN, 1p = 250pcs | 1 |  |  |  |  |  |
| Total: | | | | | |  | |

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Contractor

Appendix no. 4.8

Task no. 8. Laboratory accessories

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 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 | Dialysis tubing, high retention seamless cellulose tubing, avg. flat width 23 mm (0,9 in.), MWCO 12400, 99.99% retention, 100FT | 1 |  |  |  |  |  |
| 2 | Dialysis tubing, high retention seamless cellulose tubing, avg. flat width 32 mm (1.3 in.), MWCO 12400, 99.99% retention, 100FT | 1 |  |  |  |  |  |
| 3 | Dialysis tubing, high retention seamless cellulose tubing, avg. flat width 40 mm (1,6 in.), MWCO 12400, 99.99% retention, 100FT | 1 |  |  |  |  |  |
| 4 | Dialysis tubing, high retention seamless cellulose tubing, avg. flat width 10 mm (0,4 in.), MWCO 12400, 99.99% retention, 100FT | 1 |  |  |  |  |  |
| 5 | Dialysis tubing closures, green, size 50 mm, 10 pieces | 1 |  |  |  |  |  |
| Total: | | | | | |  | |

……………………………………………………

Contractor

Appendix no. 4.9

Task no. 9. Cytotoxixity tests/reagents for cell culture assays

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 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 assay for the determination of cell proliferation, based on the reduction of the WST-8 tetrazole salt, applicable for the determination of viability and cytotoxicity, 480 tests, not worse than 10010199 | 5 |  |  |  |  |  |

……………………………………………………

Contractor

Appendix no. 4.10

Task no. 10. Laboratory accessories/freezing boxes

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 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 | Cryogenic boxes / polycarbonate cryo boxes (for freezing in liquid nitrogen SMALL) for 25 places, 1 pc. | 20 |  |  |  |  |  |
| 2 | Cryogenic boxes / polycarbonate cryo boxes (for freezing in liquid nitrogen LARGE) for a minimum of 81 places, 1 pc. | 50 |  |  |  |  |  |
| Total: | | | | | |  | |

……………………………………………………

Contractor

Appendix no. 4.11

Task no. 11. Laboratory reagents/Western blot reagents

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 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 | Set for self-pouring 10% -12% gels in the Western blot technique, no worse than # 1610173 | 1 |  |  |  |  |  |
| 2 | Nitrocellulose membranes for Western blot analysis, 0.45um, 7-9 cm x 7-9 cm, 1 pack = 10 pcs, no worse than # 1620145 | 5 |  |  |  |  |  |
| 3 | Filter paper for Western blotting, 7-8 cm x 7-10 cm, thickness <1 mm, 1 pack = 50 pcs, no worse than # 1703932 | 2 |  |  |  |  |  |
| 4 | Blocking buffer, for use in the Western blot technique, 1 unit = 500 mL, no worse than # 12010020 | 2 |  |  |  |  |  |
| 5 | Ready gels for Western blot technique, 10%, 1 gel for 10-12 samples, well capacity max. 30ul, 1 pack = 10 pcs, compatible with the Mini-PROTEAN Electrophoresis Cells kit, no worse than # 4568033 | 2 |  |  |  |  |  |
| Total: | | | | | |  | |

……………………………………………………

Contractor

Appendix no. 4.12

Task no. 12. Supplements/reagents for cell culture/reagents for molecular biology

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 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 | HEPES, ≥99.5%, for molecular biology, DNase free, RNaz.1 op = 500g, CAS: 7365-45-9 | 1 |  |  |  |  |  |
| 2 | L-Glutamine solution, 200 mM, sterile, for cell culture applications, filtered, 1 pack = 100 ml | 1 |  |  |  |  |  |
| Total: | | | | | |  | |

……………………………………………………

Contractor

Appendix no. 4.13

Task no. 13. Pseudovirus/laboratory reagent

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 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 | Spike (SARS-CoV-2) Pseudotyped Lentivirus (Luciferase Reporter), 100ul | 5 |  |  |  |  |  |
| 2 | Spike (SARS-CoV-2) Pseudotyped Lentivirus (GFP Reporter), 100ul | 5 |  |  |  |  |  |
| Total: | | | | | |  | |

……………………………………………………

Contractor

Appendix no. 4.14

Task no. 14. Chemical reagents/liposome formulation/lipids

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 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 | Ethylenediaminetetraacetic acid, cleanliness for analysis, CAS number: 60-00-4, 500g | 1 |  |  |  |  |  |

……………………………………………………

Contractor

Appendix no. 4.15

Task no. 15. Small laboratory equipment/automatic pipettes/pipette stands

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 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 | Automatic pipette with a variable volume of 0.1-2.5 μl, the possibility of autoclaving the entire pipette, high resistance of the material to UV and chemical agents, 1 pc | 4 |  |  |  |  |  |
| 2 | Automatic pipette with a variable volume of 0.5-10 μl, the possibility of autoclaving the entire pipette, high resistance of the material to UV and chemical agents, 1 pc | 4 |  |  |  |  |  |
| 3 | Automatic pipette with a variable volume of 2-20 µl, the possibility of autoclaving the entire pipette, high resistance of the material to UV and chemical agents, 1 pc | 4 |  |  |  |  |  |
| 4 | Automatic pipette with a variable volume of 10-100 µl, the possibility of autoclaving the entire pipette, high resistance of the material to UV and chemical agents, 1 pc | 4 |  |  |  |  |  |
| 5 | Automatic pipette with a variable volume of 20-200 µl, the possibility of autoclaving the entire pipette, high resistance of the material to UV and chemical agents, 1 pc | 4 |  |  |  |  |  |
| 6 | Automatic pipette with a variable volume of 100-1000 µl, the possibility of autoclaving the entire pipette, high resistance of the material to UV and chemical agents, 1 pc | 4 |  |  |  |  |  |
| 7 | Pipette stand, compatible with pipettes offered in positions 1-6, for 6 pipettes, 1 pc | 4 |  |  |  |  |  |
| Total: | | | | | |  | |

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Contractor

Appendix no. 4.16

Task no. 16. Primary antibody

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 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 | Anti-ACE2 antibody, primary, monoclonal, host species: mouse, primary antibody, for use in Western blot and / or flow cytometry and / or immunofluorescence, conjugated with FITC or Alexa Fluor 488 fluorochrome, no worse than sc-390851 | 1 |  |  |  |  |  |

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Contractor

Appendix no. 4.17

Task no. 17. Dyes/chemical reagents

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 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 | DiD liposome fluorescent tag, DiD 'oil; DiIC18 (5) oil (1,1'-Dioctadecyl-3,3,3 ', 3'-Tetramethylindodicarbocyanine Perchlorate), 25mg | 1 |  |  |  |  |  |

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Contractor

Appendix no. 4.18

Task no. 18. TLC reagents/chemical reagents

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 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 | Chromatography chamber for 5 TLC plates, 20x20 cm, with cover | 1 |  |  |  |  |  |

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Contractor

Appendix no. 4.19

Task no. 19. TLC reagents/chemical reagents

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 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 | 4% Sepharose 4B agarose bed, particle size 45-165 μm, 10 ml capacity for gel filtration | 1 |  |  |  |  |  |

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Contractor

Appendix no. 4.20

Task no. 20. Set for laboratory assays

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 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 | Set for the determination of cholesterol, 500 determinations, not worse than A12216, Amplex Red Cholesterol Assay Kit | 1 |  |  |  |  |  |

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Contractor