



Zabrze, dnia 14.10.2022 r.

L.Dz. **2528**/MP/22

Uczestnicy postępowania

Dot.: postępowania na „Dostawę produktów do wykonywania badań” w ramach projektu komercyjnego badania klinicznego – rozwój innowacyjnych rozwiązań terapeutycznych z wykorzystaniem technologii RNA. Badanie finansowane ze środków budżetu państwa od Agencji Badań Medycznych, numer Projektu 2021/ABM/05/00002 (36/Z/22)

Zgodnie z treścią rozdziału X pkt. 2 SIWZ w związku ze zgłoszonymi przez Wykonawców pytaniami do SIWZ dotyczącymi ww. postępowania:

1. Dotyczy Zadania 3, poz. 3:  
Czy Zamawiający dopuści możliwość zaoferowania szalek pakowanych w op. jednostkowym po 20 szt.?

Zamawiający odpowiada: Zamawiający nie wyraża zgody.

2. Dotyczy zadania nr 2 poz. 4 – wyspecyfikowany przez Zamawiającego numer katalogowy 0113 odpowiada gramaturze 100 ml, nie jak wpisano 200 ml.  
Proszę o doprecyzowanie czy Zamawiający ma na myśli nr kat 0113 – 100 ml czy nr kat 0113-2 odpowiadający 200 ml?

Zamawiający odpowiada: Zamawiający ma na myśli numer katalogowy 0113-2 – 200 ml.

Zgodnie z treścią Rozdziału X pkt 4 SIWZ Zamawiający informuje, że dokonuje zmiany Załącznika nr 3 w wersji anglojęzycznej SIWZ i przedłuża termin składania ofert.

**Nowy termin składania ofert:**

**21.10.2022 r. godz. 10.00**

**Nowy termin otwarcia ofert:**

**21.10.2022 r. godz. 10.30**

Z poważaniem

W załączeniu:

Zmodyfikowany Załącznik nr 3 do SIWZ

Zmodyfikowany Załącznik nr 4.2 do SIWZ

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](mailto:biuro@kmptm.pl), www: <http://www.kmptm.pl>



Załącznik nr 4.2

Zadanie 2. Odczynniki laboratoryjne - do hodowli komórkowych

| Lp.    | Nazwa   | Ilość<br>zest./opak. | Cena<br>jednostkowa<br>netto PLN<br>(za 1<br>zest./opak.) | Wartość netto<br>(ilość<br>zest./opak. x<br>cena jedn.<br>zest./opak.) | Stawka<br>VAT | Wartość<br>brutto | Określenie<br>oferowanego<br>przedmiotu<br>zamówienia<br>(min. Nazwa<br>Producenta i<br>nr katalogowy) |
|--------|---|----------------------|---|--|---------------|-------------------|--|
| 1      | Medium hodowlane Bronchial Epithelial Cell Medium (BEpiCM); pełen zestaw zawierający: suplement Bronchial Epithelial Cell Growth i roztwór antybiotyku Penicillin/Streptomycin, nr kat: #3211 (1 zestaw = 500 ml + 5 ml + 5 ml)       | 5                    |   |  |               |                   |  |
| 2      | Roztwór Poli-L-lizyny o stężeniu 10mg/ml, nr kat: #0413, 1 op. = 1ml  | 5                    |   |  |               |                   |  |
| 3      | Roztwór trypsyny (0.05%) z EDTA (0.5mM), nr kat: #0183, 1 op. = 100 ml  | 5                    |   |  |               |                   |  |
| 4      | Roztwór neutralizujący roztwór trypsyny z EDTA (TNS), nr kat: #0113-2, 1 op. = 200 ml   | 5                    |   |  |               |                   |  |
| 5      | Bufor DPBS (wolny od jonów Ca <sup>++</sup> i Mg <sup>++</sup> , nr kat: #0303), sterylny, filtrowany, 1 op. = 500 ml   | 20                   |   |  |               |                   |  |
| 6      | Medium hodowlane Small Airway Epithelial Cell Medium (SAEpiCM); pełen zestaw zawierający: suplement Small Airway Epithelial Cell Growth i roztwór antybiotyku Penicillin/Streptomycin nr kat: #3231 (1 zestaw = 500 ml + 5 ml + 5 ml) | 5                    |   |  |               |                   |  |
| Razem: |   |                      |   |  |               |                   |  |

Podpis Wykonawcy

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](mailto:biuro@kmptm.pl), www: <http://www.kmptm.pl>





AGENCJA  
BADAŃ  
MEDYCZNYCH



Zabrze, 14.10.2022

L.Dz. 2528/MP/22

Participants in the proceedings

Ref.: proceedings 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 (36/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 Task 3, item 3:

Will the Ordering Party allow the possibility of offering the dishes packed in the package unit of 20 pcs?

The Ordering Party replies: The Ordering Party does not agree.

2. It concerns task no. 2 pos. 4 - the catalog number 0113 specified by the Ordering Party corresponds to the basis weight of 100 ml, not as specified as 200 ml.

Please clarify whether the Ordering Party is referring to the cat. No. 0113 - 100 ml or the cat. No. 0113-2 corresponding to 200 ml?

The Ordering Party replies: The ordering party means catalog number 0113-2 - 200 ml.

In accordance with the content of Chapter X, point 4 of the Terms of Reference, the Ordering Party informs that it changes Appendix 3 in the English version of the Terms of Reference and extends the deadline for submitting offers.

14



**New deadline for submitting offers:**

**21.10.2022 at 10.00 a.m.**

**New offers opening date:**

**21.10.2022 at 10.30 a.m.**

Kind regards

Appendices:

Modified Appendix 3 to the Terms of Reference

Modified Appendix 4.2 to the Terms of Reference

14

Appendix 4.2

Task 2. Laboratory reagents – cell culture

| No.    | Name   | Pieces/set | Unit price<br>PLN<br>(per 1 set) | The net value<br>(number of set<br>x price of one<br>set) | VAT<br>rate | Gross value | Specification<br>of the offered<br>subject of the<br>contract (i.a.<br>Manufacturer's<br>name and<br>catalog<br>number) |
|--------|--|------------|----------------------------------|---|-------------|-------------|---|
| 1      | Bronchial Epithelial Cell Medium, BEpiCM, complete kit, include Bronchial Epithelial Cell Growth Supplement and Penicillin/Streptomycin solution cat: #3211 (1 kit = 500 ml + 5 ml + 5 ml)       | 5          |                                  |   |             |             |   |
| 2      | Poly-L-lysine stock solution 10mg/ml, cat: #0413, 1 pack = 1ml   | 5          |                                  |   |             |             | -   |
| 3      | Trypsin/EDTA solution, 0.05%, cat: #0183, 1 pack = 100 ml  | 5          |                                  |   |             |             |   |
| 4      | T/E neutralization solution (TNS), cat: #0113-2, 1 pack = 200 ml   | 5          |                                  |   |             |             |   |
| 5      | DPBS Ca++- and Mg++- free, sterile filtered, cat: #0303, 1 pack = 500 ml   | 20         |                                  |   |             |             |   |
| 6      | Small Airway Epithelial Cell Medium, SAEpiCM, complete kit, include Small Airway Epithelial Cell Growth Supplement i Penicillin/Streptomycin solution, cat: #3231 (1 kit = 500 ml + 5 ml + 5 ml) | 5          |                                  |   |             |             |   |
| Total: |  |            |                                  |   |             |             |   |

.....  
Contractor





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:

144

## **§ 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 Appendices 4.1-4.22 to the Terms of Reference and the offer submitted in response to the procedure no. 36/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 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 Party along with the Subject. Agreements at the request of the Ordering Party.

## **§ 2.**

### **The method of performance of the Agreement**

1. Deliveries will be made successively:

Task no. 1: 28 days;  
Task no. 2: 21 days;  
Task no. 3: 14 days;  
Task no. 4: 14 days;  
Task no. 5: 14 days;  
Task no. 6: 14 days;  
Task no. 7: 14 days;  
Task no. 8: 21 days;  
Task no. 9: 28 days;  
Task no. 10: 14 days;  
Task no. 11: 14 days;  
Task no. 12: 14 days;  
Task no. 13: 14 days;  
Task no. 14: 14 days;  
Task no. 15: 14 days;  
Task no. 16: 14 days;  
Task no. 17: 14 days;  
Task no. 18: 14 days;  
Task no. 19: 14 days;  
Task no. 20: 14 days;  
Task no. 21: 28 days;  
Task no. 22: 21 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 Subject 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](mailto:m.golec@kmptm.pl), Kliwia Piórkowska, e-mail: [k.piorkowska@kmptm.pl](mailto:k.piorkowska@kmptm.pl),
  - 2) on the part of the Contractor: ....., email: .....

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

4. The Contractor undertakes to deliver the Subject 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 Subject of the Agreement in refrigerators or freezers - if such conditions are required to maintain the properties of the Subject of the Agreement.
6. If, for reasons not attributable to the Contractor, 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 Party 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 Party, not longer than 14 days.

### **§ 3. Price**

1. For the performance of the Subject 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 Subject 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 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 appendix 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 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](mailto:biuro@kmptm.pl).
5. The Ordering hereby reserves that payments for the performance of the subject 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 contract**

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 SIWZ, 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:
  - 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 appendix to the Agreement in writing under pain of nullity.

## **§ 7.**

### **Withdrawal from the Agreement**

1. The Ordering Party may withdraw from the contract, if:
  - 1) opening of liquidation of the Contractor - within 30 days from the date of receiving information about the liquidation by the Ordering Party;
  - 2) 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,
  - 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 6 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 Ordering Party establishes this circumstance.
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.**

### **Liability for defects**

1. The Contractor is liable to the Ordering Party if the assortment constituting the Subject of the Agreement has defects that reduce its value or usefulness due to the purpose specified in the Agreement or resulting from the intended use of the item, or if the delivered assortment being the Subject of the Agreement does not have the properties that it should have, in particular its validity period expires before the expiry of 12 months from the date of delivery to the seat of the Ordering Party or it has been delivered incomplete.



2. In the event of receipt of the assortment constituting the Subject of the Agreement and finding in the received assortment suitable for removal of the defect or finding such a defect, the Ordering Party may request the removal of the defect or defect by appointing the Contractor an appropriate deadline, not shorter than 7 working days.
3. After the deadline for the removal of defects has expired ineffectively, the Ordering Party may entrust their removal at the Contractor's expense to a third party.
4. The Parties agree that any costs incurred by the Ordering Party in connection with the substitute performance may be deducted by the Ordering Party from the Contractor's remuneration without a prior call for payment, to which the Contractor agrees.
5. In the event of delivery of an assortment that contains defects that cannot be removed or whose expiry date will expire before the expiry of 12 months from the date of delivery to the seat of the Ordering Party, the Ordering Party will be entitled to demand delivery of a new range, the failure to deliver within the prescribed period will entitle the Ordering Party to charge a contractual penalty, referred to in § 5 sec. 1 point 1 of the Agreement.

#### **§ 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:**

My

