



AGENCJA
BADAŃ
MEDYCZNYCH



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

No. reg. 46/Z/22

Zabrze, 23.12.2022

TERMS AND CONDITIONS OF THE CONTRACT

Procurement procedure for
" Supply of an in vivo imaging system for small animals together with
accessories"
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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I. CONTRACTING AUTHORITY

Silesian Park of Medical Technologies Kardio-Med Silesia Ltd.

10c M. Curie-Skłodowskiej Street, 41-800 Zabrze

Tel: 032/ 7050305

Website: www.kmptm.pl

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

II. DESCRIPTION OF THE SUBJECT MATTER OF THE CONTRACT

1. The subject of this procedure is the delivery of an in vivo imaging system for small animals together with accessories in accordance with Appendix no. 4 to TERMS AND CONDITIONS OF THE CONTRACT
2. Place of performance: The building of Silesian Park of Medical Technologies Kardio-Med Silesia Ltd. in Zabrze, 10c M. Curie-Skłodowskiej Street.
3. CPV CODE:
38500000-0 Control and research apparatus
4. We exclude the possibility of submitting variants.
5. The Contracting Authority does not allow partial offers.
6. Contractors may submit an offer jointly.
7. The Contracting Authority allows the performance of the task by subcontractors in the transport of the subject of the contract.
8. The Contractor will indicate in the offer the scope of works performed by subcontractors.
9. The Contractor bears full responsibility for the actions of subcontractors.
10. 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.
11. 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 BID 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, no.5 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 offer submitted by the Contractor should be made in Polish. The Contracting Authority allows the tender to be submitted in English. 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 offer 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 bid price is given with a discrepancy in words and numbers or different prices are given in different parts of the bid, it shall be assumed that the correct entry is the one that corresponds to the price of 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 terms and conditions of the contract, 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. Tenders should be placed in an 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 inscription:

Offer for the proceedings to award a contract for
"Supply of an in vivo imaging system for small animals together with accessories"
(46/Z/22)
within
commercial clinical trial project - development of innovative therapeutic solutions
using RNA technology

15. The envelope must also be marked with the name and address of the Contractor.
16. The Contracting Authority rejects the offer 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 bid 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 Awarding Entity²
- c) against whom there are grounds for exclusion from the proceedings pursuant to Art. 7 para. 1 of the Act of 13 April 2022 on special solutions to counteract the support of aggression against Ukraine and to protect national security (Journal of Laws, item 835).

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.

17. A tender submitted after the deadline shall be returned to the Contractor.

18. 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, should:

- 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.

IV . DESCRIPTION OF BID PRICE CALCULATION METHOD.

1. In his bid, 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 bid 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 Offer will not be subject to adjustment during the execution of the contract, except in cases listed in the material provisions of the contract.
5. When calculating the price, it is assumed that the gross value is the net price plus VAT.
6. The Contracting Authority requires all customs duties to be included in the offer price and obliges, in the event of winning the procedure, to pay them in accordance with the DDP (Delivery Duty Paid) rule, The Contracting Authority allows the non-charging of VAT in the case of the Contractor established in another EU country or outside the EU, and in accordance with the provisions of the draft contract.

^{1,2}Capital or personal links shall mean mutual links between a beneficiary or persons authorised to incur liabilities on behalf of the beneficiary or persons performing activities related to the execution of the procedure for selecting the contractor and a contractor, consisting in particular in

a) participation in the company as a partner in a civil partnership or partnership,

b) holding at least 10% of shares or stocks, unless a lower threshold results from legal provisions or has been defined by MA OP,

c) being a member of a supervisory or managing body, proxy or attorney,

d) being married, in the relation of kinship or affinity in direct line, kinship of the second degree or affinity of the second degree in side line, or in the relation of adoption, custody or guardianship

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 Appendices 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) Have professional experience understood as realization of in the last 3 years, before the deadline, the submission of offers for at least 2 deliveries of *in vivo* imaging systems for small animals with a minimum value of PLN 300,000.00 each;
 - 5) A offer 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 fulfillment of the conditions for participation in the proceedings will consist in the assessment whether the attached document confirms the fulfillment of the condition for participation in the procurement procedure or not.
3. In the case of Contractors submitting a joint offer 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 statement/s (Appendix no. 2);
 - 4) Price Form (Appendix no. 4) completed and signed by a person authorized to represent the Contractor;
 - 5) List of supplies to the extent necessary to demonstrate compliance with the condition of knowledge and experience, performed within the last three years prior to the deadline for submitting tenders in the procedure, specifying their type and values, dates and places of performance and attaching a document confirming that the deliveries were made properly;
 - 6) Technical brochures, instructions confirming the parameters of the offered subject of the contract.
2. 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.
3. 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.

4. 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.
5. In the case of Contractor submitting a joint offer, each of them has to submit separately the documents specified in item 1.2) - 1.3).
6. The value of the supplies referred to in par. 1 point 5) expressed in a foreign currency will be converted according to the average exchange rate of the National Bank of Poland on the day of delivery.

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:

Price – 90%

Technical parameters – 10%

The price criterion will be considered on the basis of the price quoted by the bidder in the Tender Form.

Criterion Technical parameters will be considered on the basis of the price given by the bidder in Appendix 4 to the Terms of Reference

$$\text{rating of the offer} = \frac{\text{the lowest price among the offers}}{\text{cena badanej oferty}} \times 90\% + \frac{\text{number of points in the criterion technical parameters of the examined offer}}{\text{the highest number of points in the criterion technical parameters from among the offers}} \times 10\%$$

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: 16 weeks from the date of the contract

IX. PLACE AND DEADLINE FOR SUBMITTING BIDS

1. Offers should be submitted at the seat of the Silesian Park of Medical Technologies Kardio-Med Silesia Ltd., 10c M. C. Skłodowskiej Street, 41-800 Zabrze
2. The deadline for submission of tenders is **25.01.2023 at 10.00 a.m.**

3. Bids 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).
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 provides for communication with contractors in the form of: by fax, e-mail, in writing.

XI. THE PERIOD OF BEING BOUND BY THE OFFER

1. A tenderer shall remain bound by a tender for 90 days.
2. Offer 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.

1. Tenders will be opened on 25.01.2023 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 offers 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 an Contractor did not attend the tender opening, the Contracting Authority shall send, upon written request, information containing the names and addresses of economic operators whose tenders were opened and the prices of those tenders.
6. Evaluation, comparison and selection of the most advantageous final tender shall be performed by a committee appointed by the Contracting Authority (in the proceedings in which it is appointed).
7. **The Contracting Authority may first evaluate tenders and then examine whether the contractor whose tender was evaluated as the most advantageous meets the conditions for participation in the procedure.**
8. Selection of the most advantageous tender/cancellation of the procedure shall be subject to approval by the Management Board.
9. If the price of the most advantageous tender is higher than the amount that the Contracting Authority can allocate to the contract, the Contracting Authority may cancel the procedure.
10. If no offer has been submitted in the proceeding or all offers 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 rejectedThe Contracting Authority shall send immediately after the selection of the most advantageous tender to the participants in the proceedings.
12. The announcement of the result shall also be posted on the Contracting Authority's website.

XIII. PERSONS AUTHORIZED TO CONTACT THE CONTRACTORS

The person authorized to contact the Contractors is:

Małgorzata Pietrzak: m.pietrzak@kmptm.pl; postepowania@kmptm.pl

XIV. CONTRACTUAL ISSUES

1. Essential provisions contained in the agreement and foreseen possibilities and conditions of amending it are included in 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 bid in order to sign the contract (if requested to do so by the Contracting Authority).
3. In the event that the selected Contractor fails to appear in accordance with point 2, the Contracting Authority has the right to conclude a contract with the Contractor whose offer is on the next place according to the offer evaluation criteria.
4. If the Contractors' joint offer is found to be the most advantageous, before the conclusion of the public procurement contract they shall, at the request of the

Contracting Authority, 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 contract,
- indication of the Proxy as the entity making the settlements,
- provision of joint and several liability in the scope of the contract,
- 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 Ltd.



(stamp/name of the Contractor)

date

TENDER FORM

In response to the contract award notice for the "Supply of an in vivo imaging system for small animals together with accessories " (46/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, VAT rate:****In words, gross price:****Payment term - up to 30 days** from the date of invoice receipt by the Purchaser.

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 contract contained in the specification of essential terms of the contract has been accepted by us and in the event of choosing our offer - we declare the readiness to sign the contract on the terms specified in the draft contract, 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. Our e-mail address for receiving correspondence:
9. Contract completion date:
Task 1: 16 weeks from the date of the contract

The appendices to this offer are:

1.
2.
3.
4.

.....
(signature of authorized representative)

.....
(Contractor's address stamp/
name of the Contractor)

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 **
7. Against whom there are grounds for exclusion from the proceedings pursuant to Art. 7 para. 1 of the Act of 13 April 2022 on special solutions to counteract the support of aggression against Ukraine and to protect national security (Journal of Laws, item 835).

....., 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) owning at least 10% of shares or stocks, unless a lower threshold is required by law,
- 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.





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

(Important provisions of the contract)

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 "Contracting Authority", 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.

The subject of this Agreement is the delivery of an in vivo imaging system for small animals together with accessories (46/Z/22) - in accordance with Appendix no. 4, Constituting an integral part of the Agreement, specifying unit prices for the subject of the order.

Handwritten signature

§ 2.

1. For the performance of the Subject of the Agreement, the Contracting Authority shall pay the Contractor a remuneration in the total amount of (say:).
2. The Contracting Authority allows the possibility of changing, by means of a written appendix, the gross price of the subject of the Agreement, in the event of a change in the VAT rate unknown at the time of signing the Agreement. The net price will remain unchanged.
3. The price of the subject of the contract includes in particular:
 - 1) Selling costs, taking into account the required taxes, fees and customs duties in the case of equipment imported from outside the EU;
 - 2) Costs of obtaining the certificates, permits, licenses, attestations and other documents required by law, necessary for trading in the subject of the contract delivered under the contract.
 - 3) Costs of delivering the subject of the contract, including in particular: costs of securing the subject of the contract and costs of unloading the subject of the contract;
 - 4) All costs necessary to be incurred for the proper performance of the contract;
 - 5) Costs of training the contracting authority's employees; On-the-job training at the place of installation for the personnel indicated by the Employer;
 - 6) Service costs during the warranty period, including technical inspections, maintenance and the cost of all spare parts in case of failure;
 - 7) The costs must include the following installation conditions:
 - The subject of the contract is complete and ready to work after installation without any additional purchases
 - Preparation of the transport route and transport to the installation premises
4. If the Contractor is a consortium, the members of the consortium are debtors and joint and several creditors of the obligations and rights arising from the contract.

§ 3.

1. The Contractor declares that the subject of the Agreement is admitted to trading and has the applicable approvals.
2. The Contractor undertakes to deliver the subject of the Agreement in accordance with an attachment, constituting an integral part of the Agreement - goods meeting the requirements of the specification.
3. The performance of the Agreement will take place within the maximum time limit:
Task 1: 16 weeks from the date of the contract
4. The Parties agree that the subject of the Agreement will be handed over on the basis of the handover protocol, according to the template constituting Appendix No. 1 to the Agreement. The training will be confirmed with a training protocol.

5. Persons responsible for the execution of the order:

1) on the part of the Ordering Party: Ewa Malada: e.malada@kmptm.pl;

2) on the side of the Contractor:

6. The place of delivery of the subject of the Agreement is the building of the Silesian Medical Technology Park Kardio-Med Silesia sp. Z o. o. in Zabrze, ul. M. Curie-Skłodowskiej 10C.

§ 4.

1. The Contractor is obliged to issue an invoice to the Contracting Authority on the basis of the handover protocol signed by the Parties and the protocol of the training completion.

2. Payment for the subject of the Agreement will be made on the basis of a correctly issued invoice by transfer order to the Contractor's bank account within 30 days from the date of receipt of the correctly issued invoice, provided that funds from the subsidy are in the Employer's account.

3. The date of payment is the date on which the Contracting Authority's bank account is debited.

§ 5.

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

§ 6.

1. The Contracting Authority is entitled to charge a contractual penalty in the following situations:

1) in the event of the Contractor's delay in performing the subject of the Agreement - 0.2% of the gross value of the Agreement for each commenced day of delay;

2) for the delay in removing defects or faults during the warranty period - in the amount of 0.05% of the gross value of the Agreement for each commenced day of delay;

3) in the event of withdrawal from the Agreement for reasons attributable to the Contractor - in the amount of 10% of the gross value of the Agreement.

2. The parties have the right to claim damages in excess of the reserved contractual penalties on the terms specified in the Civil Code.

3. The amount of contractual penalties for delay may not exceed 20% of the value of the Agreement.

§ 7.

1. For the subject of the Agreement, the Contractor shall grant:

Task no. 1: minimum 24-month warranty

counting from the date of signing the delivery and acceptance protocol;

2. Time of reaction to the notification of a failure in accordance with the failure up to 24 hours (on business days), time to remove reported faults and perform repairs, including repair time, in the case of the need to import spare parts or components, max. 10 business days - will be counted from the date of notification by the Contracting Authority by e-mail to the address

3. For the purposes of the Agreement, the Parties understand business days from Monday to Friday from 8.00 to 16.00, excluding public holidays and Saturdays.

4. In the event of failure to comply with the obligation specified in section 2 and after the unsuccessful expiry of the additional 3-day period for ceasing violations, the Contracting Authority has the right to remove the defects or faults by an entity specializing in servicing the subject of the Agreement, referred to in § 1 of the Agreement and charge the Contractor with the costs of their removal.

5. If it is necessary to import parts necessary for repair from abroad, the repair time will be no longer than specified in Appendix No. 4 to the TERMS AND CONDITIONS OF THE CONTRACT.

6. In the event of a device failure, the Contractor is obliged to replace the defective elements with new ones, free from defects.

7. In the event of a triple failure of the same element, the Contractor is obliged to replace the device with a new one, free from defects.

8. The warranty does not cover:

1) damage and defects of the delivered equipment resulting from:

a) use of the equipment by the Contracting Authority inconsistent with its intended use, non-compliance by the Contracting Authority with the equipment manual, mechanical damage resulting from reasons attributable to the Contracting Authority or third parties and the defects caused by them;

b) unauthorized repairs, alterations or design changes (made by the Contracting Authority or other unauthorized persons)

2) damage caused by random events, the so-called force majeure (fire, flood, flooding, etc.);

3) consumables.

§8.

1. The Contracting Authority reserves the right to amend the provisions of the Agreement if it is necessary to introduce changes to the extent necessary for its proper performance, in particular in the following situations:

1) when there has been a change in the applicable law, affecting the subject and terms of the Agreement, resulting in the inability to properly perform the subject of the Agreement;

2) in the event that, for reasons not attributable to the Contractor, it is not possible to deliver the product constituting the subject of the Agreement (according to the trade name), the Contractor is obliged to inform the

Contracting Authority about this fact and explain the above-mentioned impossibility. The Contracting Authority has the right to evaluate the Contractor's explanation and, in accordance with this assessment, may request either the delivery of the subject of the Agreement or the provision of a replacement having the same technical parameters as the subject of the Agreement;

3) when it was possible to deliver, under the Agreement, the subject of the Agreement meeting the requirements of the Contracting Authority, but with parameters better than the subject of the Agreement originally offered (in the offer for proceedings on the award of a public contract). The subject of the Agreement will be delivered with the prior written consent of the Contracting Authority, at the price specified in this Agreement;

4) when there has been a change in the pricing policy by the producer of the subject of the Agreement or the Contractor - then the price of the subject of the Agreement may be reduced.

5) extending the warranty period in the event of its extension by the manufacturer / contractor.

2. Amendments or additions to the Agreement may only be made in writing under pain of nullity.

3. The Contracting Authority reserves the right to withdraw from the contract in the event of failure to obtain financing for the subject of the contract.

§ 9.

1. The Contracting Authority may withdraw from the Agreement if:

1) the Contractor's liquidation will be opened - within 30 days from the date the Contracting Authority receives information about the liquidation,

2) The Contractor will be deleted from the relevant register - within 30 days from the date the Contracting Authority receives information about the deletion,

3) by the end of the term of the contract, the Contracting Authority may withdraw from the contract in part or in whole in the event of improper performance of the contract by the Contractor or contractual penalties in the amount of 20% of the gross contract value.

2. The Contractor is not entitled to compensation for the Contracting Authority's withdrawal from the Contract due to the Contractor's fault.

3. In the event of withdrawal from the Agreement, the Parties retain the right to enforce contractual penalties.

4. In matters not covered by this Agreement, the provisions of the Polish Civil Code and other generally applicable provisions of law shall apply.

§ 10.

Any disputes arising from the implementation of this contract will be settled in the court having jurisdiction over the seat of the Contracting Authority.

§ 11.

The contract was drawn up in two identical copies, one for each of the Parties.

Contractor:

Contracting Authority:



RECEIPT AND ACCEPTANCE PROTOCOL

Contributor		Receiver				
		Śląski Park Technologii Medycznych Kardio-Med Silesia Spółka z o. o. 10cM. C. Skłodowskiej Street 41-800 Zabrze				
Agreement number and date						
Installer						
Installation and commissioning date						
Guarantee period						
Lp.	Package number and item	Device name	Device type	Serial number	Inventory number (to be completed by Recipient)	Barcode (filled in by Receiver)
1.						
2.						
3.						
4.						
Actions performed (comments)						
The Contractor's representative trained the Contracting Authority's Staff:						
Installer stamp and signature			Receiver's stamp and signature			

Task 1: *In vivo* imaging system for small animals together with accessories

Name of the subject of the contract and experimental with equipment: <i>In vivo</i> imaging system for small animals together with accessories						
Quantity: 1 piece						
Lp.	equipment name	quantity	uom	unit net price	VAT	gross value
1.	In vivo imaging system for small animals	1	pc.			
No.	Technical and functional parameters		Requirements		Value offered	
I	General information :					
1.	Producer		Specify			
2.	Name and type		Specify			
3.	Year of production		Not earlier than 2021, the device is brand new			
II	Technical specifications					
1.	Imaging system for small laboratory and experimental animals in vivo with accessories		Yes			
2.	Species of animals		Min. Mouse, rat, specify			
3.	Capacity		Min. 5 mouse			
4.	Kit consisting of at least an <i>in vivo</i> imaging system for small animal, computer, software and necessary equipment		Yes, describe			
5.	After commissioning, the kit is complete and ready to work without the need for additional purchases		The set includes the necessary cables, quick connectors, and wiring for connecting all components			
III	in vivo imaging system for small animal		Name and type (specify):			
1.	Imaging type		Optical imaging			
2.	3D imaging		Yes			
3.	Optical imaging classification		Bioluminescent imaging, fluorescence imaging			
4.	Wavelength range		Min. 420-745nm			
5.	Min. 7 excitation channels		Yes, specify			
			The largest amount offered - 10 points. Limit value - 0 points.			

		Others proportionally Yes, specify	
6.	Min. 7 emission filters	The largest amount offered - 10 points. Limit value - 0 points. Others proportionally Min. 6-12cm	
7.	Field of view	The highest value (FOV max) - 10 points. Limit value (FOV max. - 12 cm) - 0 points. Others proportionally Min. 1.3 x 1.3 cm	
8.	CCD matrix	The highest value - 10 points. Limit value - 0 points. Others proportionally Min. 1024 x 1024	
9.	Image resolution	The highest value - 10 points. Limit value - 0 points. Others proportionally	
IV	Software	Name and type (specify):	
1.	Software (automatic and manual data acquisition modes, 3D imaging, image editing and analysis)	Yes, describe	
2.	A computer for operating the software that meets the requirements of the manufacturer of the set and the software. Equipped with an operating system, the necessary peripherals and licenses	Yes, describe	
3.	Connecting cables necessary to connect transducers, modules and the acquisition unit and computer	Yes, specify	
V	Equipment	Name and type (specify):	
1.	Heated table for mice	Yes	

2.	Zestaw akcesoriów do aparatu anestezyjologicznego dostarczony przez Zamawiającego umożliwiający połączenie aparatu z systemem obrazowania (m.in. węże połączeniowe, kolektor, maski anestezyjologiczne dla myszy)	Yes	
3.	Emergency power (UPS)	Yes	
VI	The remaining		
1.	Warranty for a minimum of 24 months by an authorized service (provide the data of the authorized service)	Yes, specify the warranty period	
2.	User manual (delivery from the device)	Yes	
3.	Workplace training in the field of operation and exploitation	Yes	
4.	During the warranty period, as part of the offered price, the Contractor will carry out inspections of the subject of the contract in the amount and scope compliant with the requirements specified in the technical documentation, including the replacement of all parts and consumables (included in the offer price) necessary for the inspection, including full repairs in accordance with the card warranty; last inspection in the last month of warranty	Yes	
5.	Response time to the notification of a failure up to 24 hours. (on working days), time to remove reported faults and carry out repairs max. 5 working days, time for repairs, if it is necessary to import spare parts or components, max. 10 working days	Yes	
6.	The frequency of inspections	Specify and describe	
7.	The warranty period is extended by the full period of malfunction of the delivered subject of the order	Yes	

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8.	Authorized warranty service	Provide contact details	
9.	Technical passport (delivery with the device)	Yes	
10.	Original materials of the manufacturer, i.e. technical brochures, instructions confirming the fulfillment of the required parameters	Yes, attach to the offer	
11.	Delivery time up to 16 weeks from the date of signing the contract	Yes, specify	

..... Contractor's signature

.....
Contractor's stamp

List of deliveries
/ meeting the requirements of the Terms of Reference /

LP	Description of the completed delivery	The recipient's name	Value supply	Execution date

.....
Date

.....
Contractor's signature

