**REQUEST FOR PROPOSALS FOR SUPPLY OF REAGENTS CHEMICAL, BIOLOGICAL MATERIALS, DISPOSABLES AND SMALL EQUIPMENT LABORATORY FOR THE RESEARCH CARRIED WITHIN THE PROJECT.**

Case ZO-03-2017

While starting the task in the project No. POIR.01.01.01-00-0123/16 entitled "***The development of selective treatment of endometriosis based on mesoprogestins***", we invite to submit proposals for the supply of raw materials, intermediates, solvents, catalysts and other substances as well as analytical supply for active substance synthesis carried out for the research carried out in the project.

1. **THE ORDERING PARTY**

Evestra Onkologia Sp. o.o., registered in Łódź, Muszyńskiego 2 street lok. 3.22 Partyzantów 7, postal code 90-151, KRS 0000544596, NIP 5311691730, REGON: 360861230, e-mail: zamowienia@evestraonkologia.pl;

1. **THE PROCEDURE OF THE REQUEST FOR PROPOSALS**:

The procedure is conducted as proceedings under the provisions of art. 701 - 705 of the Act of 23rd of April 1964 - Civil Code (i.e., Official Journal 2014., Pos. 121) based on the principle of competitiveness.

1. **GENERAL INFORMATION**:

The order is co-financed by the Smart Growth Operational Programme 2014-2020 within the project POIR.01.01.01-00-0123/16 entitled "***The development of selective treatment of endometriosis based on mesoprogestins***".

The main objective of the project is to validate new active substance in in vitro and in vivo models and to conduct a clinical trial to further develop of a new form of therapy for endometriosis.

1. **DESCRIPTION OF THE SUBJECT OF THE ORDER:**
2. The Subject of the order is **successive** **supply of chemical reagents and biological materials, disposables as well as small laboratory equipment for research carried out in the project**. The detailed scope of the request for proposals is described in the Appendix 2 to the request for proposals.
3. The Ordering Party reserves the right to use an incomplete quantity of the assortment. The Ordering Party will use 80% of the quantities specified in the Appendix 2. The remaining 20% of the quantities The Ordering Party will use if the need for its use arises. In respect of not using the full quantity of the assortment, the Vendor is not entitled to any claims for compensation.
4. The Ordering Party reserves the right to quantitative changes in individual assortments to the total value of the order specified in the contract.
5. The Ordering Party envisages awarding the orders referred to in Art. 67 sec. 1 pt. 7 of the Act of 29 January 2004 - Public Procurement Law (i.e., Journal of Laws of 2015, item 2164, as amended).
6. The Ordering Party does not allow variant proposals.
7. The Ordering Party allows partial proposals for the following tasks:

Task 1 – Eukaryotic cell culture media

Task 2 – Insect cell culture media

Task 3 – Insect cell lines

Task 4 – Restriction enzymes

Task 5 – Electrophoretic mobility shift assay

Task 6 – Oligonucleotides

Task 7 – Hormonal compounds

Task 8 – Other chemical reagents

Task 9 – Small laboratory equipment

Task 10 – Scintillation equipment disposable materials

Task 11 – Biochemical reagents - baculovirus

CPV codes: 24000000-4 Chemical products, 33696500-0 Laboratory reagents, 38437000-7 Laboratory pipettes and accessories, 33696300-8 Chemical reagents;

1. The Ordering Party does not anticipate supplementary orders not covered by the basic order referred to in art. 67 paragraph. 1 point. 6 of the Act of 29 January 2004 - Public Procurement Law (Journal of Laws 2015. Item. 2164, as amended)
2. **ORDER EXECUTION DEADLINE**

Order should be executed until **31 December 2019**

1. **PROCEDURAL INFORMATION:**
2. In this request for proposals only vendors who meet the following criteria may apply:
3. The competence or qualifications to carry out the activities: The Ordering party does not establish a specific condition.

Evaluation of meeting this condition will be made based on the submitted statement about fulfilling conditions for participation in the request for proposals.

1. The technical or professional capacity: The Ordering Party does not establish a specific condition.

Evaluation of meeting this condition will be made based on the submitted statement about fulfilling conditions for participation in the proceedings.

1. Economic or financial conditions necessary for the proper performance of the contract: The Ordering Party does not establish a specific condition.

Evaluation of meeting this condition will be made based on the submitted statement about fulfilling conditions for participation in the proceedings.

1. Vendors who are not excluded from the request for proposals because of a conflict of interest.

Evaluation of meeting this condition will be made on the basis of the documents mentioned in point. 2 subpoint 1.

1. In addition to the statement on fulfilling conditions for participation in the procedure attached as Appendix 3 to the request for proposals, the Vendor shall submit:
2. In order to confirm the absence of grounds for exclusion from the request for proposals because of a conflict of interest, the Vendor shall submit:
3. a statement in the form described in Appendix No. 3 to the request for proposals - regardless of the adopted organizational and legal form;
4. the Vendor who is subject to mandatory registration in a separate register or register shall attach to the offer valid excerpt from the register relevant due to the adopted organizational and legal form;
5. In order to confirm the compliance of the subject of the proposal offered, to the requirements specified by The Ordering Party, the Vendor shall submit a copy of the documents confirming the quality or data sheets of individual product items, as long as they are available at the time of submitting the proposals.
6. **The Vendor may submit only one tender for the whole of one task (including all assortment in the task). The Ordering Party does not limit the number of tasks in which the vendor may be contracted.**
7. The value of the offer should take into account all costs related to the implementation of the order (including the transportation, duties and customs fees and taxes).
8. The offer should be prepared in Polish or English, in a permanent form - to guarantee reading of the content.
9. The Ordering Party recommends that Vendor make the offer on printed paper using the Appendixes to the request for proposals or strictly according to a specific Offer Form attached as Appendix 1 to this request for proposals.
10. The Ordering Party recommends to number all the pages of the offer and provide its protection against breaking up by sewing or binding.
11. The Vendor shall offer the opaque envelope with a note: "**Offer for the supply of chemicals, biological materials, disposables as well and small laboratory equipment for tests carried out in the project. Do not open before 21st of April 2017** "
12. The ordering party provides a possibility of submitting applications by Vendors and ask questions about the content of the inquiry. For this purpose, The Ordering Party provides the following forms of communication with the Vendors:

**mail to**: zamowienia@evestraonkologia.pl and rkochanski@evestraonkologia.pl

Written form is always acceptable.

1. Any information relating to the request for proposals The Ordering Party shall publish on its website (www.evestraonkologia.pl/zamowienia) and in the competitiveness database: bazakonkurencyjności.funduszeeuropejskie.gov.pl.
2. Persons authorized to contact the Vendors:
3. on the merits:
* dr Ewelina Mnich,

e-mail: emnich@evestraonkologia.pl ;

* dr hab. n farm. Katarzyna Błaszczak-Świątkiewicz,

e-mail: kblaszczak@evestraonkologia.pl ;

1. in respect of formal matters:
* Mgr Robert Kochanski,

e-mail: robertkochanski@evestraonkologia.pl ;

**All electronic correspondence should be CC to: zamowienia@evestraonkologia.pl**

1. The Ordering Party provides the ability to make changes in the terms of reference. Provisions described in point. 11 above shall apply accordingly.
2. The Ordering Party will improve the obvious writing errors, accounting mistakes, including the consequences of accounting resulting from changes and other mistakes that result in the incompatibility of the offer with the content of the request for proposals, if they do not cause significant changes in the offer.
3. The Ordering Party will call the contractor to supplement the deficiencies in the offer, in particular, the documents mentioned in point. 2
4. The Ordering Party may cancel proceedings of request for proposals without giving any reason, or terminate the proceedings without a decision at every stage.
5. **PROPOSALS PERIOD OF VALIDITY:**

The Vendor shall remain bound by the submitted offer for 90 days. The period begins with the deadline for the submission of proposals.

1. **PROPOSALS SUBMISSION DEADLINE**
2. The proposals should be submitted by **21s**t**of April, 2017** until 12:00 - determined by the date and time of receipt by the Ordering Party.
3. The proposals in writing form must be submitted to: ul. Muszyńskiego 2, room 3.22, Łódź or **sent to**: Evestra Onkologia Sp. z o.o., ul. Muszyńskiego 2, room. 3.22, 90-151 Łódź, Poland
4. The Ordering Party **accepts sending the offers in electronic form to the following email address**: zamowienia@evestraonkologia.pl, **and then sending the original documents by mail or submitting them at the Ordering Party premises.** In case of sending the offer electronically, the Vendor shall indemnify the offer from reading it's content before deadline for submission of tenders**. In this case it is recommended that the email is entitled as follows: Proposal ZO-03-2017**
5. The Ordering Party does not expect the public opening of proposals. In accordance with the principle of transparency of the procedure, the Ordering Party, upon the request of the Vendor shall make available the relevant protocol.
6. **CRITERIA FOR EVALUATION OF OFFERS**
7. The Ordering Party will evaluate the submitted proposals by below-mentioned criteria for evaluation of tenders:
8. Financial criterion (price) - the weight of 90%;

The Ordering Party will award the points by dividing the value of the evaluated offer with the lowest price by the value of the offer and then multiplying the value obtained by weight, according to the formula: **WP = (WONC / WOB) x Weight**, where **WP** - point value of the financial criterion **WONC** - the value of the offer with the lowest price, WOB - the value of the evaluated offer.

**ATTENTION:**

**If the price is quoted by the contractor in currencies other than PLN, the ordering party will use the exchange rate of the currency as the exchange rate of the Narodowy Bank Polski from the date of publication of the query in the Competitiveness Database of the Ministry of Development. The exchange rate tables are available at the following Internet address:**

[**http://www.nbp.pl/home.aspx?f=/Kursy/kursy.htm**](http://www.nbp.pl/home.aspx?f=/Kursy/kursy.htm) **;**

1. Completion date (delivery date) - the weight of 10%;

The evaluation shall assess offered delivery period of the ordered product to the seat of the Purchaser. Ordering Party will award the point values assigned to each of the maximum dates of realization, and then make assessment based on the the formula: **WP = (WTBO / Wmax) x weight**, **WP** - point value in the criterion completion date, **WTBO** - the number of points awarded for delivery date offered. **Wmax** - the maximum number of points assigned by the delivery date criterion. The maximum number of points possible to achieve the criterion of 100 points.

The Contracting Authority will award the following point values:

for the regular orders:

1. Delivery within 10 days (and longer) after placing an order: 0 points;
2. Delivery within 8 days after placing an order: 10 points;
3. Delivery within 7 days after placing an order: 20 points;
4. Delivery within 5 days after placing an order: 30 points;
5. Delivery in less than 5 days after placing an order: 50 points;

for urgent orders:

1. Delivery within 5 days after placing an order: 0 points;
2. Delivery within 4 days after placing an order: 10 points;
3. Delivery within 3 days after placing an order: 20 points;
4. Delivery within 2 days after placing an order: 30 points;
5. Delivery in less than 2 days after placing an order: 50 points;
6. **FINAL PROVISIONS:**

The procedure is conducted under Polish law. In matters not covered by the provisions, Act of 23 April 1964 - Civil Code (Official Journal of 2014., Pos. 121), as well as the provisions of the applicable Guidelines for eligibility of expenditure under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for 2014-2020 shall apply.

Appendix number 1 to Request for proposals

Case: ZO-03-2017

**Ordering party:**

**Evestra Onkologia Sp. z o.o.**

**Jan Muszyński 10 street, room 3.22**

**90-151 Łódź, POLAND**

**PROPOSAL FORM\***

Acting for and on behalf of the Vendor:

…............................................................................................................................................................

(NAME, SURNAME/NAME OF THE VENDOR)

located in / resident in \*\*…........................................................................................................

(ADDRESS / REGISTERED ADDRESS)

…............................................................................................................................................................

(PHONE, FAX, E-MAIL ADDRESS)

in response to an request for proposals published on 13th April 2017 at bazakonkurencyjności.funduszeeuropejskie.gov.pl, as well as on the website of Ordering Party, I am making an offer in request for proposals for the **supply of chemicals, biological materials and disposables as well as small laboratory equipment for research carried out in the project**.

I offer performance of the contract in Task No ............. for the price: ...................................................... PLN/EUR/USD gross (in words: ......................................................... .................................) determined according to unit rates set out in the form CALCULATION OF THE PRICE-DESCRIPTION OF THE SUBJECT OF THE CONTRACT that constitutes Appendix No. 2 to request for proposals:

The value of the offer includes all costs related to the implementation of the contract in particular, the expected profit, applicable taxes and duties, the cost of packing, insurance and transport to the premises of the Purchaser.

I declare that supplies of which are the subject the order will be implemented to 31 December 2019 year.

I declare that the deadline for the implementation of individual deliveries shall be:

  ......... days from the date of receipt of the order in the case of regular orders;

  .........days from the date of receipt of the order in the case of urgent orders.

I declare that I will carry out the order without / with the participation of subcontractors \* (if so please specify which part of the order will be subcontractor commissioned)

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I declare that I have received all the information necessary for the proper fulfill an order.

I accept the result of the option to limit the execution of the order up to 80% of the assortment in each of the tasks.

I remain bound by this offer for a period of 90 days from the submission deadline.

The offer and its appendices contain .................... pages.

\* - one should submit a separate form for each task in which the proposal is being submitted

\*\* - delete unnecessary

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Place and date The signature and the personal stamp of the authorized person

Appendix number 2 to Request for proposals

Case: ZO-03-2017

CALCULATION OF THE PRICE-DESCRIPTION OF THE SUBJECT OF THE CONTRACT

**Task 1– Eukaryotic cell culture media**

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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| No | Substance | Catalog number | QUANTITYREQUIRED | UNIT OF MEASURE | NETT PRICE PER UNIT OF MEASURE | NETT PRICE | VAT RATE (if aplicable) | GROSS PRICE |
|  | Charcoal stripped Fetal Bovine Serum |  | 2 | 100ml |  |  |  |  |
|  | Cell culture medium OptiMEM, without phenol red, liquid, sterile |  | 1 | 500 ml |  |  |  |  |
|  | Cell culture DMEM, high glucose concentration, with sodium bicarbonate, without phenol red, liquid, sterile  |  | 1 | 500 ml |  |  |  |  |
|  | Cell culture medium RPMI 1640 with sodium bicarbonate, without phenol red, liquid, sterile |  | 1 | 500ml |  |  |  |  |
|  | Cell culture medium Minimum Essential Medium Eagle, with sodium bicarbonate, without phenol red, liquid, sterile |  | 1 | 500ml |  |  |  |  |
|  | Cell culture medium Ham's F12 (Kaighns modification), liquid, sterile |  | 15 | 500ml |  |  |  |  |
| TOTAL |  |  |  |

The value of the offer shall be calculated according to the following rules:

1. The Vendor shall determine the net value of a unit of measurement rounded to two decimal places, and the rate of VAT (if applicable).

2. Unit prices should take into account earnings, and all other costs related to the implementation object of the contract with the exception of tax on goods and services tax (VAT).

3. The net value should be given to two decimal places by multiplying the net value of a unit of measurement by the amount of the expected measurement units.

4. The gross value is the product of the net and VAT (if applicable)..

5. The position placed as TOTAL is a final price for the execution of the contract.

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The signature and the personal stamp of the authorized person

**Task 2 – Insect cell culture media**

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| No | Substance | Catalog number | QUANTITYREQUIRED | UNIT OF MEASURE | NETT PRICE PER UNIT OF MEASURE | NETT PRICE | VAT RATE (if aplicable) | GROSS PRICE |
| 1 | Sf9 insect cell line medium without serum Sf-900, 1.3X concentrated |  | 2 | 100 ml |  |  |  |  |
| 2 | Sf9 insect cell line medium Grace's Insect Medium, unsuplemented |  | 1 | 500 ml |  |  |  |  |
| 3 | Sf9 insect cell line medium without serum Sf-900II |  | 3 | 1000 ml |  |  |  |  |
| 4 | 4% agarose sterile, for the plaque purification of the baculovirus |  | 3 | 40 ml |  |  |  |  |
| TOTAL |  |  |  |

The value of the offer shall be calculated according to the following rules:

1. The Vendor shall determine the net value of a unit of measurement rounded to two decimal places, and the rate of VAT (if applicable).

2. Unit prices should take into account earnings, and all other costs related to the implementation object of the contract with the exception of tax on goods and services tax (VAT).

3. The net value should be given to two decimal places by multiplying the net value of a unit of measurement by the amount of the expected measurement units.

4. The gross value is the product of the net and VAT (if applicable)..

5. The position placed as TOTAL is a final price for the execution of the contract.

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The signature and the personal stamp of the authorized person

**Task 3 – Insect cell lines**

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| No | Substance | Catalog number | QUANTITYREQUIRED | UNIT OF MEASURE | NETT PRICE PER UNIT OF MEASURE | NETT PRICE | VAT RATE (if aplicable) | GROSS PRICE |
| 1 | Insect cel line Sf9 originated from in culture media Sf900II serum free |  | 1 | vial |  |  |  |  |
| TOTAL |  |  |  |

The value of the offer shall be calculated according to the following rules:

1. The Vendor shall determine the net value of a unit of measurement rounded to two decimal places, and the rate of VAT (if applicable).

2. Unit prices should take into account earnings, and all other costs related to the implementation object of the contract with the exception of tax on goods and services tax (VAT).

3. The net value should be given to two decimal places by multiplying the net value of a unit of measurement by the amount of the expected measurement units.

4. The gross value is the product of the net and VAT (if applicable)..

5. The position placed as TOTAL is a final price for the execution of the contract.

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The signature and the personal stamp of the authorized person

**Task 4 – Restriction enzymes**

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| No | Substance | Catalog number | QUANTITYREQUIRED | UNIT OF MEASURE | NETT PRICE PER UNIT OF MEASURE | NETT PRICE | VAT RATE (if aplicable) | GROSS PRICE |
| 1 | Restriction enzyme - Mfe I |  | 1 | 300U |  |  |  |  |
| 2 | Restriction enzyme - ScaI, |  | 1 | 1000U |  |  |  |  |
| 3 | Restriction enzyme -PvuI |  | 1 | 300U |  |  |  |  |
| TOTAL |  |  |  |

The value of the offer shall be calculated according to the following rules:

1. The Vendor shall determine the net value of a unit of measurement rounded to two decimal places, and the rate of VAT (if applicable).

2. Unit prices should take into account earnings, and all other costs related to the implementation object of the contract with the exception of tax on goods and services tax (VAT).

3. The net value should be given to two decimal places by multiplying the net value of a unit of measurement by the amount of the expected measurement units.

4. The gross value is the product of the net and VAT (if applicable)..

5. The position placed as TOTAL is a final price for the execution of the contract.

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The signature and the personal stamp of the authorized person

**Task 5 – Electrophoretic mobility shift assay**

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| No | Substance | Catalog number | QUANTITYREQUIRED | UNIT OF MEASURE | NETT PRICE PER UNIT OF MEASURE | NETT PRICE | VAT RATE (if aplicable) | GROSS PRICE |
| 1 | EMSA -electrophoretic mobility shift assay kit, with use of biotin-labelled oligonucleotides, detection method chemiluminescence |  | 1 | 1 kit |  |  |  |  |
| 2 | Nylon membranę, positively charged, pore siez 0.45 µm, dimension 8x12 cm or similar dimensions, 25 sheets |  | 1 | 1 pck |  |  |  |  |
| TOTAL |  |  |  |

The value of the offer shall be calculated according to the following rules:

1. The Vendor shall determine the net value of a unit of measurement rounded to two decimal places, and the rate of VAT (if applicable).

2. Unit prices should take into account earnings, and all other costs related to the implementation object of the contract with the exception of tax on goods and services tax (VAT).

3. The net value should be given to two decimal places by multiplying the net value of a unit of measurement by the amount of the expected measurement units.

4. The gross value is the product of the net and VAT (if applicable)..

5. The position placed as TOTAL is a final price for the execution of the contract.

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The signature and the personal stamp of the authorized person

**Task 6 – Oligonuclotides**

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| No | Substance | Catalog number | QUANTITY REQUIRED | UNIT OF MEASURE | NETT PRICE PER UNIT OF MEASURE | NETT PRICE | VAT RATE (if aplicable) | GROSS PRICE |
| 1 | Oligonucleotide ERE1-(sequence– 5’- TCGAGAGGTCACAGTGACCTGCGGATCCGCAAGGTCACTGTGACCTAGATCCGAGGTCACTGTGACCTA-3’); production scale 50 nmol, desalated |  | 1 | 1 oligonuclotide – 69bp |  |  |  |  |
| 2 | Oligonucleotide ERE2-(sequence – 5’- CTCCAGTGTCACTGGACGCCTAGGCGTTCCAGTGACACTGGATCTAGGCTCCAGTGACACTGGATCTAG -3’) ); production scale 50 nmol, desalated |  | 1 | 1 oligonuclotide– 69bp |  |  |  |  |
| 3 | Oligonucleotide - PRE-sense – (sequence 5\_AGCTTAGAACACAGTGTTCTCTAGAG-3), 3’ end biotin labelled, production scale 50 nmol, HPLC purified |  |  | 1 oligonuclotide – 26bp  |  |  |  |  |
| 4 | Oligonucleotide - PRE-antisense (sequence - 5\_-GATCCTCTAGAGAACACTGTGTTCTA-3), 3’ end biotin labelled, production scale 50 nmol, HPLC purified |  |  | 1 oligonuclotide – 26bp  |  |  |  |  |
| TOTAL |  |  |  |

The value of the offer shall be calculated according to the following rules:

1. The Vendor shall determine the net value of a unit of measurement rounded to two decimal places, and the rate of VAT (if applicable).

2. Unit prices should take into account earnings, and all other costs related to the implementation object of the contract with the exception of tax on goods and services tax (VAT).

3. The net value should be given to two decimal places by multiplying the net value of a unit of measurement by the amount of the expected measurement units.

4. The gross value is the product of the net and VAT (if applicable)..

5. The position placed as TOTAL is a final price for the execution of the contract.

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The signature and the personal stamp of the authorized person

**Task 7 –** Hormonal compounds

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| No | Substance | Catalog number | QUANTITYREQUIRED | UNIT OF MEASURE | NETT PRICE PER UNIT OF MEASURE | NETT PRICE | VAT RATE (if aplicable) | GROSS PRICE |
| 1 | Methyltrienolone, CAS 965-93-5, purity >97% |  | 100mg | **mg** |  |  |  |  |
| TOTAL |  |  |  |

The value of the offer shall be calculated according to the following rules:

1. The Vendor shall determine the net value of a unit of measurement rounded to two decimal places, and the rate of VAT (if applicable).

2. Unit prices should take into account earnings, and all other costs related to the implementation object of the contract with the exception of tax on goods and services tax (VAT).

3. The net value should be given to two decimal places by multiplying the net value of a unit of measurement by the amount of the expected measurement units.

4. The gross value is the product of the net and VAT (if applicable)..

5. The position placed as TOTAL is a final price for the execution of the contract.

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The signature and the personal stamp of the authorized person

**Task 8 – Other chemical reagents**

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| No | Substance | Catalog number | QUANTITYREQUIRED | UNIT OF MEASURE | NETT PRICE PER UNIT OF MEASURE | NETT PRICE | VAT RATE (if aplicable) | GROSS PRICE |
| 1 | Sodium chloride, purity >99%, molecular biology grade |  | 1 | kg |  |  |  |  |
| 2 | 1% crystal violet |  | 1 | 250 ml |  |  |  |  |
| 3 | Ascorbic acid, purity >99% |  | 1 | 25G |  |  |  |  |
| 4 | *myo*-Inositol, suitable for cel culture |  | 1 | 50G |  |  |  |  |
| TOTAL |  |  |  |

The value of the offer shall be calculated according to the following rules:

1. The Vendor shall determine the net value of a unit of measurement rounded to two decimal places, and the rate of VAT (if applicable).

2. Unit prices should take into account earnings, and all other costs related to the implementation object of the contract with the exception of tax on goods and services tax (VAT).

3. The net value should be given to two decimal places by multiplying the net value of a unit of measurement by the amount of the expected measurement units.

4. The gross value is the product of the net and VAT (if applicable)..

5. The position placed as TOTAL is a final price for the execution of the contract.

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The signature and the personal stamp of the authorized person

**Task 9 –** Small laboratory equippment

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| No | Substance | Catalog number | QUANTITYREQUIRED | UNIT OF MEASURE | NETT PRICE PER UNIT OF MEASURE | NETT PRICE | VAT RATE (if aplicable) | GROSS PRICE |
| 1 | Mulichannell pipette, 8 channels, 10-100 µl |  | 1 | **pcs** |  |  |  |  |
| TOTAL |  |  |  |

The value of the offer shall be calculated according to the following rules:

1. The Vendor shall determine the net value of a unit of measurement rounded to two decimal places, and the rate of VAT (if applicable).

2. Unit prices should take into account earnings, and all other costs related to the implementation object of the contract with the exception of tax on goods and services tax (VAT).

3. The net value should be given to two decimal places by multiplying the net value of a unit of measurement by the amount of the expected measurement units.

4. The gross value is the product of the net and VAT (if applicable)..

5. The position placed as TOTAL is a final price for the execution of the contract.

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The signature and the personal stamp of the authorized person

**Task 10 –** Scintillation disposable materials

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| No | Substance | Catalog number | QUANTITYREQUIRED | UNIT OF MEASURE | NETT PRICE PER UNIT OF MEASURE | NETT PRICE | VAT RATE (if aplicable) | GROSS PRICE |
| 1 | Filtermat A for β-counter scintillation equipment, Filter mat A, glass fiber, format 6x16, can be cut into 4 part, example of the product 1205-401, 100 sheets |  | 1 | **pcg** |  |  |  |  |
| TOTAL |  |  |  |

The value of the offer shall be calculated according to the following rules:

1. The Vendor shall determine the net value of a unit of measurement rounded to two decimal places, and the rate of VAT (if applicable).

2. Unit prices should take into account earnings, and all other costs related to the implementation object of the contract with the exception of tax on goods and services tax (VAT).

3. The net value should be given to two decimal places by multiplying the net value of a unit of measurement by the amount of the expected measurement units.

4. The gross value is the product of the net and VAT (if applicable)..

5. The position placed as TOTAL is a final price for the execution of the contract.

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The signature and the personal stamp of the authorized person

**Task 11 – Biochemical reagent -** baculovirus

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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| No | Substance | Catalog number | QUANTITYREQUIRED | UNIT OF MEASURE | NETT PRICE PER UNIT OF MEASURE | NETT PRICE | VAT RATE (if aplicable) | GROSS PRICE |
| 1 | Baculovirus – 107 pfu/ml, harbouring human progestereone receptor type B  |  | 1 | **10 ml** |  |  |  |  |
| TOTAL |  |  |  |

The value of the offer shall be calculated according to the following rules:

1. The Vendor shall determine the net value of a unit of measurement rounded to two decimal places, and the rate of VAT (if applicable).

2. Unit prices should take into account earnings, and all other costs related to the implementation object of the contract with the exception of tax on goods and services tax (VAT).

3. The net value should be given to two decimal places by multiplying the net value of a unit of measurement by the amount of the expected measurement units.

4. The gross value is the product of the net and VAT (if applicable)..

5. The position placed as TOTAL is a final price for the execution of the contract.

….....................................................................................

The signature and the personal stamp of the authorized person

Appendix number 3 to Request for proposals

Case: ZO-03-2017

**STATEMENT ON FULFILLING THE CONDITIONS OF PARTICIPATION**

**IN THE PROCEEDINGS AND NO GROUNDS FOR EXCLUSION**

**DUE TO THE EXISTENCE OF CONFLICT OF INTEREST**

By submitting an offer in the proceedings for the **supply of chemical reagents and biological materials, disposables as well as small laboratory equipment for research carried out in the project**, I hereby certify that the Vendor:

…............................................................................................................................................................

(NAME, SURNAME/NAME OF THE VENDOR)

located in / resident in \*…........................................................................................................

(ADDRESS / REGISTERED ADDRESS)

…............................................................................................................................................................

(PHONE, FAX, E-MAIL ADDRESS)

**fulfils / does not fulfill\*** the conditions in the area of knowledge and experience, financial situation and the technical potential and personnel required for participation in the proceedings

**is not related** / **is related\*** with the Ordering Party through capital or through personal interrelationship between the beneficiary or persons authorized to enter into commitments on behalf of the beneficiary or persons performing on behalf of the beneficiary's activities related to the preparation and the procedure for selecting the vendor, in particular by:

a) participation in the company, in a civil or limited partnership,

b) holding at least 10 % shares or interests,

c) serving a function of a member of the supervisory body, a member of the management organ or

proxy,

d) having family ties, such as by marriage, by lineage at first or second degree, by adoption,

guardianship or custody,

….....................................................................................

The signature and the personal stamp of the authorized person

\* - please delete the not applicable

PIVOTAL PROVISIONS TO BE IMPLEMENTED IN THE AGREEMENT

In connection with the selection the most advantageous proposal for the implementation of tasks no ...... in the proceedings for the delivery of chemical agents, biological materials and small laboratory equipment for research conducted in the project, that was conducted on the basis of art. 701 - 705 of the Act of 23 April 1964 - Civil Code (i.e., Official Journal 2014., Pos. 121).

**§ 1**

**Subject of the Agreement**

1. The Ordering Party orders and the Vendor accepts the delivery of chemicals, biological materials, and small laboratory equipment. The detailed scope of the contract is included in a "price calculation - description of the subject of order".
2. The Vendor undertakes to provide the subject of delivery and the insurance, at its own expense, from any risk of loss during transport including loading and unloading to an aggregated value;
3. The Vendor guarantees that the delivered subjects of delivery is a new, free from physical and legal defects and safe for humans and the environment, and also meets the requirements of the relevant standards and regulations, resulting from: applicable laws, European harmonized standards contained in existing new approach directives of the EU, which provide for CE marking of products as well as the principles of reliable knowledge and established customs.

**§ 2**

**Delivery**

1. Deliveries will be made successively throughout the duration of the contract, taking into account the current needs of Ordering Party on the basis of individual orders placed via electronic means of communication, i.e. By e-mail ................................................ .. or by fax to .......................................... Vendor will immediately confirm the order.
2. Deliveries will be made on working days, i.e. From Monday to Friday. from 8.00 to 15.00 at the following delivery periods:

for the regular order - up to ......... .. days from the date of order;

for urgent orders - up to ............ days from the date of order.

1. If the delivery period expires on a bank holiday or outside working hours Ordering Party, delivery will take place on the first working day after the deadline.
2. In case of unavailability of the ordered object of the contract in Vendor offer, the Ordering Party reserves the right to interventional purchase from another supplier at the expense of the Vendor.

**§ 3**

**Quality requirements**

1. As the documents accompanying the shipment, the Vendor shall provide the appropriate certificates, declarations of conformity, safety data sheets concerning the delivered supply. Not with standing the foregoing, the Vendor shall, at the request of Ordering Party, in a period specified by the Ordering Party, submit documents proving admission the subject of delivery on the market within the EU issued by the competent authority
2. Object of delivery will be delivered to Ordering Party in original manufacturer's packaging bearing the name of the product, serial number and date of suitability for use.
3. Reception will be made on the day of delivery. With reception activities will be drafted acceptance protocol containing findings concerning the completeness of the subject of delivery and the accompanying documents.
4. The Parties agree that the acceptance protocol, forms the basis for the recognition of the term of performing the order**.**

**§ 4**

**Payments**

1. The total ....................................., contract value according to the detailed specifications contained in the offer dated .................................... .. is: ..................... .............................................. PLN net.
2. The net value includes all costs associated with the implementation of the Subject of the Agreement, excluding the tax on goods and services tax. To the final price VAT rate will be added as stated in the offer (Appendix 1).
3. Individual supplies will be settled based on the unit price of the ordered subject of delivery included in "price calculation - description of the subject of order", subject to § 8. 1 point b.
4. Payment shall be made by bank transfer to the account of the Vendor within 14 days from the date of invoice.
5. The basis for the invoice is acceptance protocol referred to in § 3, section 3 of the contract.
6. In case of delay Ordering Party with payments of receivables arising under the contract, the Vendor before a possible referral for payment before the court will call Ordering Party to pay in writing, circling him an additional 14 - day period for payment, calculated from the date of the summons.

**§ 5**

**Warranty**

1. The Vendor grants ........... month quality guarantee on the delivery item, the warranty period shall be counted from the date of receipt.
2. The Vendor warrants that during the warranty period at its own expense and risk will replace the defective object of delivery, within 5 working days of the complaint.
3. Complaints shall be submitted in writing, by fax or e-mail ..................................... address ............................................. by an authorized employee The Ordering Party.
4. In the event the Vendor does not fulfill the obligations under the guarantee, the Ordering Party reserves the right to substitute performance at the expense of the Vendor, without losing the warranty.
5. Damage to the subject of delivery due to improper storage or use of misuse can result in disregarding the rights arising from the guarantee the extent that they had an impact on the injury.

**§ 6**

**Contractual penalties**

1. The Vendor will pay penalties of the following titles and the rates specified below:
	1. for the delay in delivery of the subject of order: the amount of 2% of net of unrealized deliveries for each day of delay;
	2. for delay in removal of defects found upon receipt or within the warranty period: the amount of 2% of the net value of the defective part of the contract for each day of delay calculated from the date set for the removal of defects;
	3. for withdrawal from the contract for reasons attributable to the Vendor: in the amount of 20% of the total contract value.
2. Regardless of the penalties referred to in paragraph. 1, the Ordering Party has the right to claim compensation in excess of the stipulated penalties, on general principles.
3. The Vendor agrees to deduct liquidated damages from the remuneration payable to the Vendor.
4. The Parties agree that for effective transfer to a third party receivables of the vendor to the Ordering Party of the execution of this Agreement, written consent of the Ordering Party is required.

**§ 7**

**Termination**

1. The Agreement may be terminated by mutual agreement by the Parties.

2. The Ordering Party reserves the right to terminate the agreement with immediate effect without incurring financial consequences and legal case:

a) failure to obtain funding for the project or the exhaustion of the amount allocated for the implementation of the agreement;

b) the cessation of research for technical reasons or inability to achieve project goals;

3. Statement on termination of the contract must be in writing to be valid.

**§ 8**

**Force majeure**

1. None of the parties to the agreement will be responsible for failure to perform its obligations hereunder, if they were caused by force majeure. Force majeure is understood as unpredictable and external event preventing fulfilment of obligations by the parties, in particular: war, natural disasters, transport embargoes, strikes and official decisions of the organs of state power.
2. The party experiencing obstacles due to force majeure is obliged to immediately notify the other party of its occurrence.

**§ 9**

**Changing the content of the agreement**

1. The Ordering Party accepts a possibility of changes to the provisions of the agreement in relation to the content of the offer, under which the selection of the Vendor has been done:
	1. Subject of delivery - in the event of withdrawal, from the market, by the manufacturer or the end of the production offered by the Vendor of the order, updating delivery item due to technological progress or amendments to existing legislation.
	2. Renumeration - in case of changing the subject of delivery, reduction or increase of the rate of VAT as a result of amendments to existing legislation.
2. Changes in the scope specified in paragraph 1 shall be in writing under pain of nullity.
3. Each Party may request the introduction of the above changes to the content of this agreement by joining the request the relevant justification.

**§ 10**

**Confidentiality**

The Parties undertake to keep confidential any information they received about the other party to the contract in connection with its implementation, and disclosure of which could damage the other side**.**

**§ 10**

**Final Provisions**

1. In matters not covered by this Agreement, the provisions of the Act of 23 April 1964 - Civil Code (i.e., OJ 2014., Pos. 121) apply.
2. All disputes that will arise from the execution of the agreement shall be settled by the parties through negotiations. In case no agreement is reached through negotiations, all disputes will be settled according to the law by the Polish court competent for the seat of the Purchaser.
3. Persons designated to coordinate the implementation of agreements and subject matter of this Agreement are:

from the Ordering Party: .............................................. .............................................;

from the Vendor: .............................................. .................................................. .;

1. Changing the persons referred to in paragraph. 3 followed by written notice to the other party and does not require changes to the contract.
2. This Agreement is made in English and signed in three identical copies, one for the Vendor and The ordering party for two.
3. The contract is concluded for a period of time to .............................. .. r.
4. Agreement shall enter into force on the date of its signing by both parties.
5. An integral part of the contract is marked as Appendix s:

Appendix 1 - offer and price calculation

Appendix 2 - request for proposals

**The Ordering Party The Vendor**