

REQUEST OF QUATATION No. UNI/2025/06/16

I. NAME AND ADDRESS OF EMPLOYER

Przedsiębiorstwo Farmaceutyczne LEK-AM Sp. z o.o.

ul. Ostrzykowitzna 14A, 05-170 Zakroczym

II. PROCEDURE FOR AWARDING THE CONTRACT AND TYPE OF CONTRACT

The proceedings are conducted in connection with the implementation of the project entitled “*Utilisation of a proprietary method of genetic modification of iPSC cells to improve immunologically versatile somatic cells for therapeutic and research purposes*”, within the National Plan for Reconstruction and enhancement of Immunity, Component D “Efficiency, accessibility and quality of the health care system”, Investment D3.1.1 “Comprehensive development of research in medical and health sciences”, competition mode (hereinafter: the project).

The proceeding is conducted in accordance with the competitive principle defined in the document entitled "Catalogue of eligible expenditures" which is an attachment No. 12 to the Rules of Procedure for the selection of projects for support under the National Plan for Reconstruction and Increasing Resilience, Component D "Efficiency, accessibility and quality of the health care system", Investment D3.1.1 ‘Comprehensive development of research in medical and health sciences’, competition mode.

The provisions of the Act of 11 September 2019 do not apply to this procedure. Public Procurement Law.

III. DESCRIPTION OF THE SUBJECT OF THE ORDER

3.1. Category: service

3.2. Subcategory: research service

3.3. The subject of the contract is the implementation of a research service for the synthesis of plasmid vectors and selected lentiviral vectors.

The subject matter of the contract comprises 2 parts:

Part 1: Synthesis of plasmid vectors for the production of third generation lentiviral (LV) vectors

- ⇒ basic order: synthesis of 7 plasmid vectors for the production of third generation lentiviral (LV) vectors
- ⇒ optional order: synthesis of min. 1 up to max. 3 plasmid vectors for the production of third generation lentiviral (LV) vectors.

Providing for the right of option, the Employer reserves the right to increase the order to a total quantity of: synthesis of 10 plasmid vectors, intended for the production of third generation lentiviral (LV).

The Employer will inform the Contractor about exercising the right of option by submitting an order, in which the number of vector syntheses to be performed will be indicated each time.

The execution of the service under the right of option will take place in the same manner as in the case of the basic scope described in Part 1 and at the prices offered in the content of the offer.

Each vector must contain at least the following elements:

- third generation chimeric antigen receptor (CAR),
- intracellular signalling domains: CD28, 4-1BB i CD3 ζ
- P2A self-assembly peptide sequence after the CAR,
- A reported gene located downstream of the P2A sequence.

Details of the determination of scFv against a specific antigen, selection of the reporter gene and restriction enzyme cut sites will be provided to the selected Contractor on a case-by-case basis along with the order for the synthesis of the vector in question.

The Contractor must cooperate with the Employer/ persons authorised by the Employer and is obliged to take into account any comments made by the Employer. In particular, the commencement of work on the synthesis of plasmid vectors requires each time prior acceptance by the Employer of the preliminary design report presented by the Contractor. Detailed regulations regarding the acceptance of the design report will be established at the contract signing stage.

The subject of the contract includes the delivery of **10 μ g of plasmid** each time to the site, together with the full sequence of the finished product and information /analysis of purity from endotoxin content.

Part 2: Synthesis, from the plasmid vectors indicated by the Employer and synthesized as part of the execution of part 1 of the subject of the contract, of lentiviral vectors

⇒ basic order: synthesis of 2 lentiviral vectors selected by the Employer

⇒ optional order: synthesis of 1st lentiviral vector selected by the Employer.

Providing for the right of option, the Employer reserves the right to increase the order to a total quantity: synthesis of 3 selected lentiviral vectors.

The Employer will inform the Contractor of the exercise of the right of option by placing an order for the synthesis of 1- lentiviral vector selected by the Employer.

The service under the right of option will be provided in the same way as for the basic scope described in Part 2 and at the prices offered in the body of the tender.

The Employer reserves the right not to exercise the right of option. The Contractor shall not have the right to demand any remuneration for the unrealised subject matter of the contract covered by the right of option. The Employer reserves payment only for the syntheses actually ordered under the option right.

Submission of orders carried out under the option is a unilateral right of the Employer. As a result of the Employer's failure to exercise the right of option, the Contractor shall not be entitled to any claim against the Employer for exercising the right of option or any claims, including those of a compensation nature. The exercise of the right of option shall not constitute an amendment to the contract and shall not require an annex to the contract.

The subject of the order covers the delivery of **1 ml** of ready-to-use lentiviral condensate, sterile (negative bacterial and fungal growth) free of mycoplasmas (negative result confirmed by a reference test) meeting the following premise each time to the place of performance of the subject of the order:

- ⇒ measurement of functional recombinant lentivirus titer: at least 1×10^9 TU/measured by ELISA or equivalent method. **The bidder will have to provide a certificate of analysis (COA), as proof of conformity of the condensate received, confirming the above properties.**

3.4. Intellectual properties on service results.

- 1) All intellectual property rights in the results of the research services performed under this contract, including in particular the newly developed genetic sequences, vector constructs and research

documentation, shall be vested in The Employer to the fullest extent permitted by law, without limitation in time or territory, including in particular:

- author's economic rights, related rights and dependent rights within the meaning of the Act on Copyright and Related Rights of 4 February 1994 (Polish Journal of Laws of 2024, item 1239), in all fields of exploitation known at the time of concluding the agreement, in particular fields of exploitation referred to in Article 50 and Article 74, section 4 of that Act,
- rights to inventions, utility models and industrial designs within the meaning of the Industrial Property Law of 30 June 2000 (Polish Journal of Laws of 2024, item 1100),
- database rights within the meaning of the aforementioned laws.

- 2) To the extent that these rights do not originally arise in favour of the Employer, they will be transferred to the Employer at the earliest time permitted by law, as part of the Contractor's remuneration.
- 3) The Contractor may use its own proprietary technologies and know-how (including vector backbones, expression systems, synthesis methods) provided that:
 - a) this will not prevent the Employer from freely using the results of the services in accordance with the objectives of the project implemented under the National Recovery Plan and Resilience Plan,
 - b) will grant the Employer a non-exclusive license for an indefinite period of time to use these technologies to the extent necessary to use the results of the services for the purposes of the project and further research.
- 4) The Contractor undertakes to acquire all licences from third parties necessary for the performance of the services and to ensure that the Employer is free to use the results of the services. In the event that it is necessary to use the intellectual property rights of third parties, the Contractor shall ensure that, as part of the remuneration specified in the contract, the Employer obtains a non-exclusive licence for an indefinite period of time, or, if this is not possible, for a fixed period of time but not less than 5 years, enabling the use of these rights to the extent appropriate to the Employer's intended use of the results of the services.
- 5) The Contractor declares that the implementation of the services will not infringe the intellectual property rights of third parties and undertakes to cover all claims related to possible infringement of such rights, including the costs of proceedings and legal services.
- 6) The Contractor's use of existing rights that belong to third parties for the performance of the services will not infringe the rights of third parties.
- 7) The disclosure to the Employer of the results of the services performed under this contract (and the subsequent release of these results by the Employer) will not violate the business secrets of any entities or other legally protected secrets.
- 8) Documentation produced as part of the service must be provided to The Employer at the Contractor's expense, together with full disclosure of any third party intellectual property rights used..

3.5. Category of the subject matter of the contract according to the Common Procurement Vocabulary CPV:

73111000-3 Research laboratory services

73100000-3 Research and experimental development services

3.6. The Employer does not allow partial or variant bids.

The offer must be submitted for the execution of both parts of the subject matter of the contract, as the execution of part 2 of the subject matter of the contract, is directly related to the execution of part 1 of the service (point 3.3. of the request for quotation) and both parts must be executed by the same Contractor.

IV. PLACE OF PERFORMANCE

The service will be performed at the Contractor's location/laboratory, while plasmid vectors, lentiviral vectors and all documents referred to in Chapter III of the Request for Quotation must be sent/submitted to the Ordering Party at the address: Przedsiębiorstwo Farmaceutyczne LEK-AM Sp. z o.o. Laboratorium Badawczo-Rozwojowe, ul. Inwestycyjna 7, 95-050 Konstantynów Łódzki, Poland.

V. DELIVERY AND PAYMENT TERMSs

- 5.1. The Contractor shall supply each part of the subject matter of the contract successively from the date of conclusion of the contract with the Contractor until 15 March 2026, according to the current needs reported by The Employer or until the contract value is exhausted.
- 5.2. The basis for the execution of the synthesis of plasmid vectors intended for the production of third-generation lentiviral (LV) vectors (**part one**) will be an order/request submitted by an authorised employee of the Employer, containing details of the determination of scFv against a specific antigen, selection of a reporter gene and restriction enzyme cutting sites. The Contractor shall each time carry out the synthesis of plasmid vectors (including their delivery to the Ordering Party's site) within **max. 7 weeks** from the date of the The Employer's order/order.
- 5.3. The basis for the execution of the synthesis of lentiviral vectors (**part two**) shall be an order/order transmitted by an authorised employee of the Employer. The Contractor shall each time perform the synthesis of lentiviral vectors (including their delivery to the Ordering Party's site) within **max. 2 weeks** from the date of placing the order / order by The Employer.
- 5.4. Planned date of contract: **June 2025**
- 5.5. The Employer allows for partial payment.

VI. CONDITIONS OF PARTICIPATION IN THE PROCEDURE AND GROUNDS FOR EXCLUSION

CONDITIONS OF PARTICIPATION IN THE PROCEEDINGS

- 6.1. Bidders who meet the following conditions may apply for the award of the contract:

- 6.1.1. **Knowledge and experience**

The Employer will consider that the Bidder meets this condition if it submits a statement that it has the knowledge and experience necessary to properly execute the contract, i.e. within the last 3 years prior to the deadline for submission of bids, and if the period of operation is shorter - within this period, it has executed:

- a) at least 5 third generation chimeric antigen receptor (CAR) plasmid vector synthesis services (each) and
- b) at least 2 lentiviral vector synthesis services each with a titer of at least 1×10^9 TU as measured by ELISA or an equivalent method

Method of verifying the condition:

The Employer will assess the fulfilment of the aforementioned condition for participation in the proceedings on the basis of the content of the submitted offers - in accordance with the content of the declarations (Appendix I).

- 6.1.2. **Technical capacity**

The Employer will consider that the Bidder meets this condition if it submits a declaration that it has and/or will have at its disposal on the date of signing the Contract the technical facilities necessary for the proper execution of the contract.

Method of verifying the condition:

The Employer will assess the fulfilment of the aforementioned condition for participation in the proceedings on the basis of the content of the submitted offers - in accordance with the content of the declarations (Appendix I).

6.1.3. persons capable of performing the contract

The Employer will consider that the Bidder meets this condition if submits a declaration that he has and/or will have at his disposal on the date of signing the Contract the human resources necessary for the proper execution of the contract.

Method of verifying the condition:

The Employer will assess the fulfilment of the aforementioned condition for participation in the proceedings on the basis of the content of the submitted offers - in accordance with the content of the declarations (Appendix I).

EXCLUSION FROM PARTICIPATION

6.2. Exclusion grounds

6.2.1. Entities with personal or capital links with The Employer are excluded from participation in the procedure.

A capital or personal relationship is understood as a mutual relationship between The Employer or persons authorised to incur liabilities on behalf of The Employer, or persons performing activities on behalf of The Employer related to the preparation and execution of the contractor selection procedure and the Bidder, consisting in particular of:

- a) participation in a company as a partner in a civil partnership or partnership,
- b) holding at least 10% of the shares, unless a lower threshold is required by law,
- c) acting as a member of a supervisory or management body, a proxy, a representative,
- d) be married or have a relationship of direct, secondary or collateral affinity up to the second degree, or be in a relationship of adoption, custody or guardianship,
- e) cohabitation with the tenderer, his legal deputy or the members of the management or supervisory bodies of the tenderers for the award of the contract,
- f) being in such a legal or factual relationship with the Bidder that there is reasonable doubt as to their impartiality or independence in connection with the procurement procedure.

Means of verifying grounds/absence of grounds for exclusion:

Verification will take place on the basis of a statement from the Bidder and statements from The Employer and persons performing activities on behalf of The Employer in connection with the preparation and conduct of the contractor selection procedure.

6.2.2. Z udziału w postępowaniu wykluczone są również podmioty, w stosunku do których zachodzą okoliczności:

- a) described in Article 7(1) of the Law of 13 April 2022 on special solutions to counter support for aggression against Ukraine and to protect national security;
- b) described in Article 5k of Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine (Official

Journal of the EU No. L 229 of 31.07.2014, p. 1), as amended by Council Regulation (EU) No 2022/576 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine (Official Journal of the EU No L 111, 8.04.2022, p. 1, as amended).

Means of verifying grounds/absence of grounds for exclusion:

Verification will be based on a statement from the Bidder.

- 6.3. Bids from Bidders who demonstrate that they meet the required conditions and that there are no grounds for exclusion will be admitted for examination and evaluation. The evaluation of the fulfilment of the conditions presented above will be carried out according to the formula: "meets - does not meet". A bidder who fails to meet any of the conditions will be excluded from the proceedings. Incomplete bids or bids that do not comply with the subject matter of the enquiry will be rejected (subject to the one-time possibility to supplement the submitted documents referred to in para. 11.4).

VII. DESCRIPTION OF PRICE CALCULATION

- 7.1. The price must be calculated in net and gross terms and entered on the offer form.
- 7.2. Prices expressed in a currency other than PLN will be converted into PLN at the average exchange rate of the National Bank of Poland (NBP) on the day of the opening of the procedure.
- 7.3. The price shall include all costs related to the performance of both parts of the subject matter of the contract.
- 7.4. The total price of the subject matter of the contract shall be the total price resulting from the summing up of the amounts for the execution of parts 1 and 2 of the subject matter of the contract, indicated by the Bidder on the offer form constituting Annex No. 1 to the request for quotation, for the basic contract and the contract executed under the option right.
- 7.5. The price specified in the tender may not be changed during the execution of the contract, unless the change is to the advantage of the Employer or provided for in Chapter XIII of the request for quotations.
- 7.6. If the offered price or cost seems to be abnormally low in relation to the subject matter of the contract, i.e. it will differ by more than 30% from the arithmetic mean of the prices of all valid offers that are not subject to rejection or will raise doubts in the Employer's mind as to the possibility of executing the subject matter of the contract in accordance with the requirements specified in the request for quotation or resulting from separate regulations, the Employer will demand from the Bidder to submit explanations within the set deadline, including the submission of evidence regarding the price or cost calculation. The Employer shall evaluate these explanations in consultation with the Tenderer and may reject that tender if the explanations submitted together with the evidence do not justify the price or cost quoted in that tender.

VIII. DESCRIPTION OF THE CRITERIA THAT THE PURCHASER WILL FOLLOW IN SELECTING THE OFFER

- 8.1. When evaluating offers, the ordering party will be guided by the specified criteria:
- Price – 100%
- 8.2. The number of points (PC) in the criterion "Price" will be calculated according to the following formula:

$$P_C = \frac{C_N}{C_B} * 100$$

where

- P_C - number of points within the criterion "Price";
- C_N - the lowest total net price among the non-rejected offers subject to evaluation for the execution of the subject of the order (including the implementation of both parts of the subject of the order, taking into account the right of option);
- C_B - the total (aggregate) net price of the examined offer for the execution of the subject of the order (including the realization of both parts of the subject of the order, taking into account the right of option).

- 8.3.** The offer that receives the highest number of points will be considered the most advantageous. An offer can obtain a maximum of 100 points. Calculations will be made to two decimal places.
- 8.4.** In the event that several offers achieve the highest number of points, the most advantageous among them will be the offer with the lowest price. If multiple offers achieve the highest number of points and also have the lowest price, the contracting authority will invite the bidders who submitted those offers to submit additional offers in which they will specify a new price. The price specified in the additional offer cannot be higher than the price originally submitted.

IX. PLACE AND DATE FOR SUBMISSION AND OPENING OF OFFERS

- 9.1.** Offers must be submitted by **June 24, 2025**.
- 9.2.** The offer must be submitted electronically via the Competitiveness Database service, in accordance with the requirements of the "Bidder's Instructions in BK2021" [https://archiwum-bazakonkurencyjnosci.funduszeuropejskie.gov.pl/info/web_instruction] in the form of documents signed by the bidder or their scans, in accordance with the requirements described in point 10.3.
- 9.3.** The deadline is determined by the date of submission of the offer in the Competitiveness Database service.
- 9.4.** Offers submitted in a manner other than described above will not be considered.
- 9.5.** The ordering party does not foresee a public opening of the offers.

X. DESCRIPTION OF THE METHOD OF PREPARING THE OFFER

- 10.1.** The bidder may submit one offer. Submitting two or more offers will result in the rejection of all offers submitted by that bidder.
- 10.2.** The offer should be prepared in Polish or English; documents prepared in another foreign language should be submitted along with a translation into Polish or English (certified translation is not required).
- 10.3.** The offer and its attachments must be signed by persons authorized to represent the bidder in accordance with the representation resulting from the relevant register or based on the granted power of attorney.
- 10.4.** If the person(s) signing the offer (representing the bidder) is acting under a power of attorney, that power of attorney must be attached to the offer.
- 10.5.** The offer must include:
- a) an offer form (in accordance with Annex No. 1 to the request for proposal).
 - b) statements and documents resulting from Chapter VI of the request for proposal.

- c) a copy or information from the National Court Register, the Central Register and Information on Economic Activity, or another relevant register, to confirm that the person acting on behalf of the contractor is authorized to represent them, unless the ordering party can verify the current data using free and publicly available databases, especially public registers as understood by the Act of February 17, 2005, on the informatization of the activities of entities performing public tasks (consolidated text: Journal of Laws 2020, item 346, as amended). A contractor with a registered office or residence outside the territory of the Republic of Poland submits a document or documents issued in the country where they have their registered office or place of residence.
- d) power of attorney to act on behalf of the bidder (if applicable).
- 10.6.** If the bidder presents information in the offer that constitutes a trade secret within the meaning of the Act of April 16, 1993, on Combating Unfair Competition, they should clearly indicate which sections of the offer constitute a trade secret and cannot be disclosed to third parties.
- 10.7.** Before the deadline for submitting bids, the bidder may make changes to the submitted offer or withdraw it. Changes to the offer or its withdrawal are made under the same conditions as its submission.
- 10.8.** Bidders are obligated to thoroughly familiarize themselves with the information contained in the request for proposals and with any changes to the request, explanations, and responses published by the contracting authority during the procedure and to prepare their offer in accordance with the requirements set by the contracting authority.

XI. METHOD OF COMMUNICATION BETWEEN THE ORDERING PARTY AND THE BIDDERS

- 11.1.** No information, explanations, or answers are provided to inquiries directed to the contracting authority via phone or email.
- 11.2.** Questions regarding the request for proposals and requests for clarifications concerning the content of the inquiry must be sent **exclusively via the Competitiveness Database** through the "Questions" tab on the request for proposals page [<https://bazakonkurencyjnosci.fundusze-europejskie.gov.pl/>], no later than 2 working days before the deadline for submitting offers.
- 11.3.** Responses to the questions of the bidders and clarifications to the content of the request for proposals will be communicated to the bidders solely in such a way that the ordering party will publish the content of the questions/requests for clarification along with the provided answers/clarifications on the request for proposals page on the Competitiveness Database website [<https://bazakonkurencyjnosci.fundusze-europejskie.gov.pl/>].
- 11.4.** As long as it does not affect competitiveness, during the evaluation of bids, the contracting authority has the right to request explanations from the bidders regarding the content of the submitted offers and to complete the documentation.
- 11.5.** The contracting authority has the right to request the contractor's consent to correct evident mistakes and mathematical errors.
- 11.6.** In the proceedings, statements, requests, notifications, and information are provided by the ordering party and the contractors in Polish or English. Documents submitted in another foreign

language must be accompanied by a translation into Polish or English (sworn translation is not required).

- 11.7. Any notifications, statements, requests, and information transmitted electronically require immediate confirmation of their receipt at the request of either party.
- 11.8. In the absence of confirmation of receipt of correspondence by the bidder, the ordering party assumes that the correspondence sent to the email address provided by the bidder in the bid form and through the Competitiveness Database via the "Questions" tab [<https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/>] has been delivered in a manner that allows for familiarization with its content.
- 11.9. In correspondence related to these proceedings, the bidders should use the proceeding number: **Request for Quotation No. UNI/2025/06/16.**
- 11.10. The persons authorized to communicate with the bidders are:
- Alicja Zamerska.

XII. EVALUATION MODE OF OFFERS AND ANNOUNCEMENT OF RESULTS

- 12.1. The contracting authority reserves the right to additional verification during the evaluation of the offer of the credibility of the documents, statements, lists, data, and information presented by the bidders.
- 12.2. Information about the outcome of the procedure will be published on the inquiry website in the Competitiveness Database under the "Offers" tab [<https://bazakonkurencyjnosci.fundusze-europejskie.gov.pl/>] and will be sent via email to the bidders who submitted offers in this procedure.
- 12.3. The selected bidder will be informed by phone or email about the date and place of signing the contract.
- 12.4. In the event that the selected bidder does not proceed to conclude the contract, the ordering party has the right to sign the contract with the bidder whose offer received the next highest number of points, without conducting a new bidding procedure. The provisions of point 8.4 apply accordingly.

XIII. AMENDMENT OF THE AGREEMENT

- 13.1. The contracting authority reserves the right to make significant changes to the provisions of the concluded contract in relation to the content of the bid on the basis of which the contractor was selected, in the following scope and situations:
- 13.1.1. Changes in the laws of the European Union or national law that affect the implementation of the Agreement (in particular changes in VAT rates);
- 13.1.2. The necessity to introduce changes to the accepted assumptions regarding the subject of the order, at the request of the ordering party, justified by substantive, technical, and functional reasons that could not have been foreseen at the stage of submitting offers, and that are necessary for the proper implementation of the project;
- 13.1.3. Extension of the deadline for the execution of the order due to the need to carry out additional work, the performance of which is essential for the proper execution of the contract, and whose necessity the ordering party, acting with due diligence, could not have predicted earlier;
- 13.1.4. Extension of the deadline for the execution of the order due to the effects of force majeure, along with all consequences, arising in connection with the extension of this deadline;

- 13.1.5. Extensions of the order completion deadline for reasons beyond the contractor's control;
- 13.1.6. Justified changes or supplements to the scope of the contract and the subject of the research service, including changes in the number of synthesized plasmid vectors and/or synthesis of lentiviral vectors, due to the nature of the subject of the contract (research and development work);
- 13.1.7. Changes to the parameters of the subject of the contract, changes to the scope of the contract, and changes to the method of executing the order that do not lead to a change in the nature of the contract, in a situation where the application of the provided solutions could result in non-performance or improper performance of the contract and/or pose a threat to the realization of the project's objectives;
- 13.1.8. Changes mentioned in section 7.3, point 22 of the document "Catalog of Eligible Expenses," which is attached as Annex 12 to the Competition Regulations.
- 13.2. The contracting authority anticipates the possibility of clarifying and/or detailing the above provisions if such a necessity positively influences the proper understanding of the content of the provision and/or organizes the principles of cooperation between the Parties of the Agreement and/or the execution of the Agreement.
- 13.3. The contracting authority also anticipates the possibility of making non-essential changes to the provisions of the concluded agreement in relation to the contents of the offer based on which the contractor was selected.
- 13.4. Amendments to the contract will be made in the form of an annex signed by both parties, and the possibility of their implementation is conditional upon the approval of the ordering party.
- 13.5. The ordering party reserves the right to terminate the contract and make payments only for services rendered in the event of objective circumstances, including research findings, indicating that it is not purposeful to continue further work under the contract or further R&D work within the project.
- 13.6. Changes to the contract shall be made in the form of an annex signed by both parties, and the possibility of their implementation is dependent on the approval by the ordering party.

XIV. OTHER INFORMATION

- 14.1. The ordering party reserves the right to change or supplement the content of the request for proposals before the deadline for submitting offers. Information regarding the introduction of changes or the supplementation of the content of the request for proposals will be published in the places where the request was announced.
- 14.2. If the introduced changes or additions to the content of the request for proposals require changes to the content of the bids, the contracting authority will extend the deadline for submitting bids by the time necessary to make the changes to the bid.
- 14.3. In the event of discrepancies between the content of this document and the content of the announcement present in the Competitiveness Database form, the content of this document takes precedence. In the case of discrepancies between the content of this document and the content of other documents included in the tender documentation, the content of this document shall be binding. In the event of discrepancies between language versions, the version of the documentation prepared in Polish shall prevail.
- 14.4. The bidder bears all costs related to the preparation and submission of the offer.
- 14.5. The bidder submitting the offer remains bound by it for a period of 30 days from the expiration date for submitting offers.
- 14.6. The selection of the most advantageous offer does not constitute an obligation for the ordering party to conclude a contract with the contractor.

14.7. PERSONAL DATA PROTECTION

Regarding the personal data contained in the offers, the ordering party, upon submitting the offer, will become the administrator of this data within the meaning of Article 4, point 7 of the Regulation of the European Parliament and of the Council (EU) 2016/679 of April 27, 2016, on the protection of natural persons in relation to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("GDPR"). The ordering party will process this data for the purpose of evaluating the offers, concluding a contract with the selected contractor, and for the purposes of fulfilling the concluded contract, i.e., based on Article 6 paragraph 1 letter b) of the GDPR.

The ordering party will transfer personal data contained in submitted offers, based on relevant legal regulations, to authorized bodies and institutions entitled to conduct audits of projects co-financed from the European Union budget. This data will be provided to the Unit Supporting Investment Implementation – the Medical Research Agency, and the administrator will be the Director of the Medical Research Agency (according to Annex No. 15 to the competition regulations), the Minister of Funds and Regional Policy (according to Annex No. 16 to the competition regulations), and the Minister of Health (according to Annex No. 17 to the competition regulations).

The contracting authority will process personal data for the period during which it is obligated by applicable legal regulations to retain all documentation related to the project co-financed by the EU budget.

14.8. The contracting authority reserves the right to:

- not select any of the submitted offers;
- cancel/void the bidding process at any time without providing a reason or prior notification to the bidders;
- annul the procurement procedure if no offers have been submitted, or if all submitted offers have been rejected, or if there has been a significant change in circumstances that made conducting the procedure or executing the order not in the interest of the contracting authority, or if the cost of the most advantageous offer or the offer with the lowest price exceeds the amount the contracting authority intends to allocate for financing the order, with the contracting authority reserving the right to consider increasing the amount it intends to allocate for financing the order; however, bidders will have no claim to increase this amount;
- amend or supplement the documents forming part of the request for proposals, which shall become its integral part;
- extend the deadline for submitting offers.

However, the bidder shall have no claims against the contracting authority arising from the above titles.

XV. LIST OF ATTACHMENTS

The attachments to this request for proposals are the following documents:

Attachment designation	Attachment Name
Attachment No. 1	Template of the bid form