

Projects entitled „Development of therapy based on immunoligands recruiting the immune system to fight cancer”,
Action 1.2 Sectoral Program InnoNeuroPharm, Operational Programme Smart Growth 2014 – 2020, co- financed by European Regional
Development Fund

WROCLAW, 12.08.2022

Request for Tender within the framework of the project entitled:
“Development of therapy based on immunoligands recruiting the immune system to fight cancer”,
Action 1.2 Sectoral Program InnoNeuroPharm
Operational Programme Smart Growth 2014 – 2020,
co- financed by European Regional Development Fund

ORDER NO: PB003/24/2022

Name of the order:

"Purchase and delivery of laboratory reagents - antibodies".

SECTION I: ORDERING PARTY

I.1. Name and address of the Ordering Party

Pure Biologics Inc. Dunska 11
54-427 Wrocław, POLAND
VAT NUMBER 8943003192

I.2. CPV code for the order

CPV: 33696500-0 - Laboratory reagents

SECTION II: SUBJECT OF THE ORDER

II.1. Mode of proceeding

This procedure is conducted in the mode of request for tender, according to the principle of competitiveness. The basis for initiating said action are guidelines for eligibility of expenditure under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for the years 2014-2020 of 21 December 2020.

II.2. Definition of the subject of the order

The subject of the order is the purchase and delivery of laboratory reagents – antibodies, necessary for the implementation of the project.

II.2.1. Name of the order:

"Purchase and delivery of laboratory reagents - antibodies".

The Project title:

"Development of therapy based on immunoligands recruiting the immune system to fight cancer", the project number: POIR.01.02.00-00-0086/18.

II.2.2. Order description:

1. The subject of the order is the purchase and delivery of laboratory reagents - antibodies, necessary for the implementation of the project, presented in the Offer Form- Attachment No. 1 to this request.

2. Order processing

a) **BASIC ORDERS** (in accordance with Attachment No. 1)

- At the request of The Ordering Party, the Bidder undertakes to deliver the products indicated by The Ordering Party within: weeks * from the date of receiving the ordering application.

* - in accordance with item 5b of The Offer (Attachment No. 1)

b) **ADDITIONAL ORDERS**

- Throughout the realisation of the research project, it may be necessary to order additional reagents not included in the offer, but consistent with the subject of the entire order;

- The value of supplementary orders may not exceed 50% of the value of the whole order specified in the contract signed with the selected Tenderer/Bidder,

Strona 2 z 12

3. Due to the nature of the tests, the Employer reserves the right to change the estimated amounts of reagents for the order presented in the Offer Form. When changing the estimated quantities, the net unit prices presented in the Offer Form are considered binding.

4. The Bidder undertakes to provide, together with the delivery of the order, Certificates of Analysis / Sterility, Quality Control Certificates or other equivalent documents confirming the purity / quality class of a given product or providing the Employer with permanent access (24 hours, 7 days a week) to the above documents on his website.

5. The Bidder, taking care of sustainable development, undertakes to deliver products in collective packaging, organizing deliveries in a way that optimizes their quantity.

II.2.3. Conditions

1. The possibility of submitting a partial bid is not admissible.
2. The possibility of submitting a variant bid is not admissible.
3. The binding period with the bid: 30 days.

II.3. Requirements for the Bidders:

1. The Ordering Party reserves that tenders may only be submitted by the Bidders who:
 - a) Have the power to perform specific activities or activities if the law imposes an obligation to hold them to perform the activity covered by the contract.
 - b) Have a representative dedicated to contact the Ordering Party with education in the field of biotechnology, which will exercise substantive control over the correct implementation of orders.
 - c) Accept the content of the draft contract attached to this request for tender (Attachment no. 2).
2. From the procedure are excluded Bidders who are personally or financially related to the Ordering Party. Financial or personal relations are understood as the relationship between the Bidder and the Ordering Party or the persons authorized to incur liabilities on behalf of the Ordering Party or persons performing on behalf of the Ordering Party activities related to the preparation and conduction of this procedure, consisting particularly of:
 - a) participating in the company as a partner in a civil law partnership or partnership;
 - b) holding at least 10% of shares;
 - c) acting as a member of the supervisory or management body, proxy, attorney;
 - d) marriage, kinship or affinity in a straight line, second degree affinity or second-degree affinity in a sideline or adoption, care or guardianship.
3. The Ordering Party will consider the above conditions to be met if the Bidder submits together with the offer statement on meeting the conditions for participation in the above-mentioned proceedings. Evaluation of the fulfillment of the above-mentioned conditions will be made on the basis of fulfillment / non-fulfillment.
Bidders that do not meet the conditions described in Section II.3 will be excluded from the proceeding.

II.4. Submission of the tender offers:

II.4.1. Basic requirements

1. Each Bidder may submit only one tender offer.
2. The offer must be prepared strictly in accordance with the requirements specified in this request.
3. The offer must be signed by the person authorized to represent the Bidder (Bidders jointly bidding for the contract). That means that if the document (s) specifying the legal status of the Bidder (s) or power of attorney shows that a total of several persons authorized to represent the Bidder (s) must be, the documents included in the offer must be signed by all these persons.
4. Authorization of person signing the offer to sign it must result directly from documents attached to the offer. This means that if such authorization does not result directly from a document confirming the Bidder's legal status, the offer should be accompanied by an original or a copy of the appropriate power of attorney issued by authorized persons certified to be the original.
5. Specimens of documents that are attached to this specification should be completed by the Tenderer and attached to the offer.
6. The cost of preparation and delivery of the tender offer is covered by the Bidder.

II.4.2. Form of the tender offer.

1. The tender offer must be made in Polish or English and have a written form.
2. The entire tender offer should be submitted in a form that prevents it from being accidentally disassembled.
3. It is desirable to number all saved pages of the offer and initial them by a person (or persons, if two or more persons are authorized to represent the Bidder) signing the offer in accordance with the document specifying the Bidder's legal status or the power of attorney attached to the offer .
4. All deletions and changes made by the Bidder in the text previously entered by him must be initialed by the person (persons) signing the offer and dated.
5. Documents may be presented in the form of originals or certified by the Bidder for compliance with the original copy. Statements made on the basis of specimens attached to this specification should be submitted in the form of the original.

II. 4.3. Content of the tender offer.

The tender offer should include at least:

1. If the documents are signed by the person (s) representing the Bidder other than indicated in the Bidder's registration document, the Power of Attorney should be attached to the tender to: represent the Bidder in the procurement procedure and sign the contract. The Power of Attorney must be presented in the original. It is also possible to submit a notarized copy of the Power of Attorney.
2. The current extract from the relevant register or from the central business information register, issued not earlier than 6 months before the deadline for the tenders submission (the original or a copy certified by the person authorized to represent the Bidder).
3. Completed, initialed and signed by persons authorized attachments:
 - a) Attachment No. 1 – completed tender form together with statements concerning the Bidder,
 - b) Attachment No. 3 - statement on the lack of relations between cooperating entities.

II.4.4. Place, term and manner of submitting the tender offer.

1. The tender must be submitted by 13.09.2022 10.00 am.
2. The tender should be submitted directly via the Competitiveness Base for European Funds (<https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/>) as an offer for this procedure.
3. The tender may be submitted also by email to the address: oferty@purebiologics.com . The offer should be sent as a scanned signed attachment / attachments to the message. The title of the message should include information:
“The tender in the in proceeding No. PB003/24/2022 “Purchase and delivery of laboratory reagents - antibodies”. Do not open before: 13.09.2022, 10:00 am”.
4. It is also acceptable to submit an offer at the registered office of the Ordering Party at Dunska 11 Street, 54-427 Wroclaw, POLAND personally or by mail. The Project Office is open Monday till Friday from 9:00 am to 3:00 pm. The date of receipt of the tender to the Ordering Party will be confirmed by a date stamp. The tender should be submitted in an envelope, which should be described as follows:
Name of the Bidder:
The Bidder's address:
Contact person (name, surname, email address):
“The tender in the in proceeding No. PB003/24/2022 " Purchase and delivery of laboratory reagents - antibodies " . Do not open before: 13.09.2022 10:00 am.”
5. The tenders received after the deadline will be returned to the Bidders without being evaluated as invalid.

II.5. Mode of evaluating the tender offer.

1. The Ordering Party's commission shall examine whether the offers meet the formal requirements. Tender offers that do not meet formal requirements will be rejected and will not be evaluated.
2. The Ordering Party's commission evaluates tender offers that have not been rejected for formal reasons. Tender offers will be reviewed by the Ordering Party within 2 working days after the deadline for the submission of the tender offers. In case of additional explanations, the time limit for evaluating the tenders is extended by the deadline indicated for the Bidder's reply, which is indicated in point II.5.3.
3. The time for the explanation of the tender offer are 2 working days from the date of delivery by the Ordering Party the inquiry / request for clarification.
4. After analyzing the tender offers and considering - in accordance with the principle of competitiveness - the submitted tender offers, the Ordering Party will inform the Bidders about the selection of the most advantageous tender and will publish the results in the Competitiveness Center of European Funds (<https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/>).

II.6. Rejection of the tender offer, exclusion of the Bidder.

1. The Ordering Party rejects the tender offer, if:
 - a) its content does not correspond to the content of this request or is incomplete,
 - b) its submission constitutes as an act of unfair competition within the meaning of the provisions about unfair competition,
 - c) did not submit to the Ordering Party explanations concerning the content of the submitted tender offer, if requested,
 - d) was submitted by the Bidder not meeting the criteria of this procedure or by the Bidder excluded,
 - e) is invalid on the basis of separate regulations.

2. Bidders are excluded from the procedure, if:

- a) they were directly involved in the preparation of this proceeding or used persons involved in the preparation of this proceeding to prepare the tender offer, unless the participation of these persons in the proceedings does not impede fair competition,
- b) they did not agree to prolong the binding period with the tender,
- c) have submitted untrue information affecting or likely to affect the outcome of the proceedings,
- d) have not demonstrated that they meet the conditions for participation in the procedure,
- e) are personally or financially related to the Ordering Party.

The Ordering Party will notify Bidders who have been excluded from the procurement procedure. The bid of an excluded Bidder is considered rejected.

II.7. Criteria for tenders evaluation

1. Formal assessment will be based on attachments and statements about the fulfillment of conditions for participation in proceedings specified in point II.3. Tenders that do not meet at least one condition described in point II.3. will be rejected.

2. The Ordering Party will evaluate tender offers which are not subject to rejection and exclusion from the proceeding according to the following criterion:

a. Criterion – Price - weight 80 points:

The number of points for the price criterion will be calculated taking into account the valid (not rejected) tender offers submitted by the Bidders not excluded from the proceeding in the following formula (counting to two decimal places):

$$\text{Number of points} = \frac{\text{min. price offered net}}{\text{price of the bid net}} \times 80 \text{ pts.}$$

b. Criterion - Delivery time - weight 20 points

The number of points for the criterion will be awarded according to the following guidelines:

- up to 5 weeks – 20 points;
- over 5 weeks up to 7 weeks – 10 points;
- over 7 weeks up to 9 weeks – 0 points;

The maximum delivery date may not exceed 9 weeks from the date of placing the order.

The delivery date is set by the Bidder in the offer form (Attachment no 1) in point 5b based on the description in this request (II.2.2.2a).

3. The subject of evaluation will be the net offer price in Polish zloty (PLN). In case of tender offers submitted in a currency other than Polish zloty, the average exchange rate of the National Bank of Poland with the date of the tender offers submission, specified in II.4.4. p.1, will be used for currency conversion, accurate to 4 decimal places.

4. The most advantageous tender offer will be the tender offer, that meet certain conditions in points II.2.3, II.3, II.4, which will get the highest number of points defined to 2 decimal places.

SECTION III: ADDITIONAL INFORMATION

III.1. Project financing

The Ordering Party informs that is going to implement the projects with the use of European Union funds under the European Regional Development Fund – Operational Programme Smart Growth 2014-2020.

III.2. Forms of communicationhis

1. The Ordering Party is not obliged to conduct proceedings under the Public Procurement Act.
2. The content of the Request for Tender is available in the Competitiveness Center of European Funds at <https://bazakonkurencyjnosci.funduszeuropejskie.gov.pl/> as well as at the registered office of the Ordering Party: Dunska 11 street, 54-427 Wroclaw, POLAND
3. Questions regarding the inquiry should be sent to pmo@purebiologics.com or directly via the Competitiveness Base as questions for this procedure
4. For questions the Ordering Party will respond by email within 2 working day of receipt of the inquiry, provided that the questions will be received no later than 3 working days before the date of submission of tenders.
5. If the question concerns confidential information resulting from the specifics of the subjectof this Inquiry, the answer to such a question will be given individually after signing the Confidentiality Obligation by the Party requesting such a question. In this case, the Employer will respond within 2 business days of receiving the signed copy of the Confidentiality Obligation.
6. If the answers to the questions or reported problems involve a change in the terms of the contract, all Bidders will be notified of the changes by e-mail or by phone, and moreover, questions and answers and changes to the terms of the contract will be made available in the European Funds Competitiveness Database and available at the Awarding Entity's Project Office. In such a situation, the Ordering Party may extend the deadline for submitting offers.

III.3. Important to both parties provisions of the agreement

1. Upon completion and publication of the results of the tender procedure, the Ordering Party and the Bidder (Bidders) will sign the relevant Cooperation Agreement. The draft contract is enclosed in Attachment no. 2 to the present request.
2. The Ordering Party and the Tenderer have the right to terminate the Agreement with a 1-month notice period.

Projects entitled „Development of therapy based on immunoligands recruiting the immune system to fight cancer”,
Action 1.2 Sectoral Program InnoNeuroPharm, Operational Programme Smart Growth 2014 – 2020, co- financed by European Regional
Development Fund

3. The Agreement may be terminated at any time with the consent of both Parties.
4. Termination of the contract requires written form under pain of invalidity.
5. The contract expires with the passage of time for which it was concluded or when there are circumstances for which the parties are not responsible, and which prevent its further implementation.
6. The Ordering Party permits the amendment of the contract in the form of an annex in case of:
 - a) if there is a necessity for the Intermediary Body to change the manner of performance of the contract by the Contractor,
 - b) material changes in the subject matter and manner of performance of the Agreement not caused by the act or omission of any of the Parties of the Agreement,
 - c) force majeure, which prevents the subject of the Agreement to be performed in accordance with the specifications of the order.

Attachment no. 2 – Model contract.

Contract no. PB003/24/2022

concluded on in Wrocław, between:

Pure Biologics Inc., with its registered office in Wrocław (54-427) at Dunska 11 street, Poland, registered in the District Court for Wrocław – Fabryczna in Wrocław, VI Commercial Division of the National Court Register, KRS number 0000712811, TAX ID: PL8943003192, REGON number: 021305772
represented by **Filip Jelen – President of the Board**, hereinafter referred to as the Purchaser,
and

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represented by, hereinafter referred to as the Contractor

As a result of the selection of the Contractor within the framework of the project entitled: “Development of therapy based on immunoligands recruiting the immune system to fight cancer”), the project number: POIR.01.02.00-00-0086/18., as part of the Action 1.2 Sectoral Program InnoNeuroPharm, the Operational Programme Smart Growth 2014-2020, co-financed by European Regional Development Fund, an agreement was concluded for the supply of laboratory reagents - antibodies, for research as part of the above project, with the following content:

§ 1.

1. The characteristics of delivery under the implementation project in the request for tender PB003/24/2022.
2. The value of the contract concluded in accordance with the offer submitted in the said offer is The completed Offer Form is an integral part of the contract.

§ 2.

The Contractor is obliged to:

1. Ensure delivery in accordance with the guidelines contained in the Request for Tender no PB003/24/2022, and in particular:
 - a) **BASIC ORDERS**
 - At the request of The Purchaser, the Bidder undertakes to deliver the products indicated by The Purchaser within:weeks (in accordance with the submitted Offer Form)
 - b) **ADDITIONAL ORDERS**
 - Through the implementation of the research project, it may be necessary to order additional reagents not included in the offer, but consistent with the subject of the entire order,
 - The value of supplementary orders may not exceed 50% of the value of the whole order specified in the contract signed with the selected Tenderer/Bidder,
2. Enabling the Purchaser to view the documents regarding the performance of the provisions of this contract.
3. Immediately inform the Purchaser of any problems related to with the implementation of orders.

4. Proper storage of reagents under the conditions required for individual goods.
5. Transport of goods to the headquarters of the Purchaser in conditions consistent with the requirements for ordered products.
6. Deliveries that respect the principles of sustainable development.
7. Deliveries to the Ordering Party's registered office at Duńska 11, 54-427 Wrocław.

§ 3.

1. The Bidder undertakes to provide, together with the delivery of the order, Certificates of Analysis / Sterility, Quality Control Certificates or other equivalent documents confirming the purity / quality class of a given product or providing the Employer with permanent access (24 hours, 7 days a week) to the above documents on his website.
2. Due to the nature of the tests, the Purchaser reserves the right to change the estimated amounts of for the order presented in the Offer Form. When changing the estimated quantities, the net unit prices presented in the Offer Form are considered binding.

§ 4 .

The contract is concluded for the period from the date of signing the contract to 31/12/2022.

§ 5.

1. The Contractor is responsible for the quality and diligence of the deliveries offered, and bears full responsibility for damages resulting from non-performance or improper performance of the contract.
2. The Contractor may not entrust, in whole or in part, the performance of the subject of the contract to other persons without the written consent of the Employer.

§ 6.

1. The Purchaser informs that the subject of the contract is co-financed by the European Union, therefore, authorized institutions may ask for confirmation of the performance of the contract.

§ 7.

1. The Agreement may be terminated at any time with the consent of both Parties.
2. The Ordering Party and the Contractor have the right to terminate this Agreement with a 1-month notice period. The Ordering Party and the Contractor are not entitled to compensation.
3. The Ordering Party may terminate the contract without notice for important reasons, in particular if the Contractor grossly violates the provisions of this Contract, in the event of instituting liquidation, reorganization or bankruptcy proceedings against the Contractor, as well as criminal proceedings related to the subject of the contract and justified loss of confidence in the Contractor. The contractor is not entitled to compensation.
4. The Ordering Party may withdraw from the contract in the event of a significant change in circumstances causing the performance of the contract is not in the public interest, which could not have been foreseen at the time the contract was concluded. Withdrawal may take place within 30 days of becoming aware of the above circumstances.
5. Termination of the Agreement requires written form under pain of invalidity.

Strona 10 z 12

6. The contract expires with the passage of time for what the content contains or when circumstances arise, and these pages are not incurred and which may contain further its restrictions.

§ 8.

1. The following payment terms have been agreed:

- a) payment will be made no later than within 30 days from the date of receipt of the required invoice issued and approved by the Purchaser
- b) the charge will be paid by wire transfer to the Contractor's account indicated on the invoice,
- c) as the day of payment will be considered the day of sending the transfer instruction to the bank.

§ 9.

- 1. Rights and obligations arising from this Agreement and other arrangements between the Parties may not be disposed of or transferred to third parties without the prior consent of the Purchaser.
- 2. The Contractor shall keep confidential the content of the contract as well as all information obtained during performance of the Agreement, under pain of full liability for damages.

§ 10.

Persons designated for contact in connection with the implementation of this Agreement:

1. On the Purchaser:

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.....

2. On the Contractor:

.....
.....

§ 11.

- 1. All amendments of the Agreement require written form under pain of invalidity.
- 2. The Purchaser permits the amendment of the Agreement in the form of an annex in case of:
 - a) necessity for the Intermediary Body to change the manner of performance of the contract by the Contractor,
 - b) material changes in the subject matter and manner of performance of the Agreement not caused by the act or omission of any of the Parties of the Agreement,
 - c) force majeure, which prevents the subject of the contract to be performed in accordance with the specifications of the contract.
- 3. In all matters not regulated by this Agreement, the applicable law, in particular the provisions of the Civil Code, shall apply.
- 4. Disputes between the Parties shall be settled by the Court competent for the registered office of the Purchaser.

Projects entitled „ Development of therapy based on immunoligands recruiting the immune system to fight cancer” ,
Action 1.2 Sectoral Program InnoNeuroPharm, Operational Programme Smart Growth 2014 – 2020, co- financed by European Regional
Development Fund

§ 12.

The Agreement was made in two identical copies, one for the Purchaser and one for the Contractor.

THE CONTRACTOR

THE PURCHASER