

Blizne Łaszczyńskiego, 22.07.2021 r.

OFFER REQUEST No A/01/07/2021 for:

Delivery of ozone concentration analyser

As part of research and development project no. POIR.01.01.01-00-2606/20-00, entitled: „Innovative technology for precise ozone therapy supporting existing COVID-19 treatment protocols”, Metrum Cryoflex Limited Liability Company, Limited Partnership Company has received funding within Smart Growth Operational Programme 2014-2020, Action 1.1 "R & D projects of enterprises", Sub-action 1.1.1 "Industrial research and development carried out by enterprises".

1. Name (company) and address of the Ordering Party

METRUM CRYOFLEX Sp. z o.o., Sp. K.
ul. Zielna 29
05-082 Blizne Łaszczyńskiego near Warsaw
Poland
Phone: +48 22 3313-750, 3313-830 (headquarters)
Fax: +48 22 33-13-766
E-mail: biuro@metrum.com.pl
WWW: <http://metrum.com.pl>

2. Order description

2.1. The subject of this order is:

Delivery of ozone concentration analyser

- Required parameters of ozone metering:
 - a) Measuring range: at least $0 \div 150 \text{ g/m}^3$
 - b) Accuracy: at least $\pm 1\%$
 - c) Offset: $\pm 1\%$ max
 - d) Gas flow range: at least $0,2 \div 1 \text{ l/min}$
- The analyser must be equipped with an analog current output with a linear dependence between the current intensity and the ozone concentration
- The analyser must be equipped with a RS232 interface to which the ozone concentration measurement results will be sent
- The analyzer must be delivered with a calibration certificate.

2.2. Type of order: analyser purchase

2.3. Offer name has been provided by ordering party:

Delivery of ozone concentration analyser

More detailed information about the subject of the order can be provided by Metrum Cryoflex after the interested parties have signed the confidentiality statement.

2.4. Common Procurement Vocabulary (CPV): **38432100-3**

2.5. CPV code name: *Apparatus for gas analysis*

3. Order lead time

The order lead time: no longer than 4 weeks from the date of announcement of the results of the competition for best bid and order placement.

4. Participation terms & conditions

The Contractor must not be connected personally or financially with the Ordering Party. Personal or financial connections mean the interrelationship between the Ordering Party or 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 carrying out of the selection process of the Contractor and the Contractor, which consist in particular of:

- a) participation in the company as a partner in a civil company or partnership;
- b) own at least 10% of shares or stocks;
- c) act as a member of the supervisory or management board, a procurator, an attorney;
- d) being married, in a relationship of kinship or affinity in a straight line (parents, children, grandchildren, parents-in-law, son-in-law, daughter-in-law), relationship or affinity in the collateral line to the second degree (siblings, spouse's relatives) or in a relationship of adoption, guardianship or custody.

(Statement required – Annex 2)

In the event of the connection, the Contractor will be subject to rejection from the process.

The evaluation of compliance with the above conditions will be conducted according to the formula: "complies - does not comply". A contractor that fails to comply with a condition will be rejected from the further participation.

5. The currency which will be used the offer processing and execution

The price of the bid will be provided by the Contractor in **PLN**, in **EUR** or **USD**.

The **EUR / USD** exchange rate calculated according to the average **EUR / USD** exchange rate announced by the National Bank of Poland on the settlement day.

6. Description of the bid preparation

1. Basic requirements

- 1) Each Contractor may submit only one bid.
- 2) The bid should be prepared in Polish or English.
- 3) The Contractor shall bear all costs related to the preparation and submission of the bid.

2. Form of the bid

- 1) The bid must be submitted in written, fax or electronic form (scan).
- 2) The Ordering Party allows partial bids.
- 3) The Ordering Party allows bidding in English language.

3. Elements of the bid

The complete bid should contain at least technical specification of the offered product, lead time, payment terms.

7. Persons authorized to contact the Contractors

The persons authorized by the Ordering Party to contact the Contractors are:

- 1) Paweł Barc, tel: +48 509 791 330, e-mail: pawel.barc@metrum.com.pl
- 2) Artur Prokopiuk, tel: +48 507 316 393, e-mail: artur.prokopiuk@metrum.com.pl

8. Place, date and manner of submitting the bid

The bid must be submitted in the form of a scanned document by e-mail, fax or traditional mail to the address: **ul. Zielna 29, 05-382 Blizne Łaszczyńskiego**; fax.+ 48 22 33 13 766; e-mail: pawel.barc@metrum.com.pl or artur.prokopiuk@metrum.com.pl.

till date	30.07.2021	time	23:59
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The date and time of receipt of the bid at the Ordering Party's headquarters is decisive.

9. Criteria for the evaluation of the bids

1. The Ordering Party will evaluate and compare only those bids hasn't been rejected.
2. The bids will be evaluated by the Ordering Party based on the following criteria and their significance:

Criteria	Significance in percentage	The maximum number of points a bid can receive for a given criteria
Price	60%	60 points
Lead time	30%	30 points
Terms of payment	10 %	10 points

3. "Price" criterion evaluation conditions (C).

In the case of the "Price" criteria, the bid will receive a number of points rounded out to two decimal places resulting from the equation:

$$P_i(C) = C_{min}/C_i \times \text{Max}(C)$$

where:

P _i (C)	the number of points the "i" bid will receive for the "Price" criteria;
C _{min}	the lowest price among all valid and not rejected bids;
C _i	price of the "i" bid;
Max (C)	the maximum number of points a bid can receive for the "Price" criteria, i.e. 60 points.

4. The rules for the evaluation of the "Time of completion" criterion (T).

In the case of the "Time of completion" criterion, the bid will receive a number of points rounded out to two decimal places resulting from the equation:

$$P_i(T) = T_{min}/T_i \times \text{Max}(T)$$

where:

P _i (T)	the number of points the "i" bid will receive for the "Time of completion" criterion;
T _{min}	The shortest delivery time of the subject of the order (in calendar days) from all valid and

	not rejected bids;
Ti	delivery time of subject (in calendar days) of the "i" bid
Max (T)	the maximum number of points a bid can receive for the "Lead time" criteria, i.e. 30 points.

5. The rules for the evaluation of the "Terms of payment" criteria (P).

$P_i(P) = 0$ points, when prepayment is required

$P_i(P) = 10$ points, when payment is possible after the delivery of the product

A contractor can receive a maximum of 100 points

The bid which is not subject to rejection and which, after totalling up the points received in each sub-category, will receive the highest number of points, will be considered as most favourable. If the most favourable bid cannot be selected due to the fact that two or more bids present the same price balance and other evaluation criteria, the Ordering Party selects the bid with the lowest price from among those offers.

10. The evaluation and announcement of the results

1. Bids content description and corrections.

During the examination and evaluation of the bids, the Ordering Party may request from the Contractors explanations regarding the contents of the submitted bids.

2. Bids verification.

The Ordering Party reserves the right to verify, during the evaluation of the bid, the reliability of the documents, statements, reports, data and information provided by the Contractors.

3. Results announcement.

Contractors that submit bids will be notified about the results of the process in electronic form to the e-mail address indicated in the bid, no later than within 7 business days from the day of the deadline for submission of the bids. The information on the results of the process will be published on the Ordering Party's website.

11. Rejection of a Contractor

A Contractor will be rejected from these process:

- 1) in the event of non-compliance with the conditions for participation in the process;
- 2) in the event of non-compliance of the bid with this offer request;
- 3) in the event of a Contractor presenting false information.
- 4) in the event of personal or financial connection of a Contractor with the Ordering Party.

12. The means of communication between the Ordering Party and the Contractors

In these procedure, the declarations, applications, notices and information shall be provided by the Ordering Party and the Contractors in writing, by fax or by e-mail.

13. Cancellation of the procedure

The Ordering Party reserves the right to cancel the Request for an Offer.

14. Other information

1. The Ordering Party reserves the right to change or supplement the contents of the Offer request before the deadline for submitting the bids. The information about the change or supplementing the contents of the offer request will be forwarded to the Contractors immediately in writing (e-mail, fax), and will be published on the Ordering Party's website.
If any changes or additions to the contents of the Offer request will require changing the contents of the bids, the Ordering Party shall extend the deadline for submitting the bids by the time needed to make changes to the bids.
2. The Ordering Party will place an order to the Contractor, whose offer will be considered the most favourable and which will comply with Offer request requirements. The Ordering Party will



place an order for the offered product along with the information about the results of the procedure by e-mail.

3. The Ordering Party reserves the right to make supplementary orders with the selected contractor.

 METRUM CRYOFLEX

Spółka z ograniczoną odpowiedzialnością Sp. k.
ul. Zielna 29, PL 05-082 Blizne Łaszczyńskiego
tel. +48 22 33 13 750, fax +48 22 33 13 766
NIP: 527 23-20-862, REGON: 016446427



AGREEMENT

concluded on in Warsaw between:

Metrum Cryoflex Sp. z o.o. sp. k., with registered office at ul. Zielna 29,
05-082 Blizne Łaszczyńskiego, Poland, NIP: 5272320862

hereinafter referred to as **The Buyer**,

and

....., with registered office at,

Post Code / City, NIP: 000000000000

hereinafter referred to as **The Seller**.

The agreement is the result of **the procedure no. A/01/07/2021** for **Delivery of ozone concentration analyser** implemented as part of the research and development project no. POIR.01.01.01-00-2606/20-00, entitled: „Innovative technology allowing for precise ozone therapy supporting existing COVID-19 treatment protocols” for the implementation of which Metrum Cryoflex Sp. z o.o. Sp.k. received funding as part of Smart Growth Operational Programme 2014-2020, Action 1.1 "R & D projects of enterprises", Sub-action 1.1.1 "Industrial research and development carried out by enterprises".

§ 1. Subject of the agreement

The subject of the agreement is the Ozone Concentration Analyser characterized by technical parameters as given in documentation associated with bid submitted by **The Seller**

§ 2. The rules of delivery and receive

1. The Seller will deliver the ordered equipment, being the subject of this agreement, at their own expense to the Buyer's premises within days from the date of conclusion of this agreement.
2. The Buyer will confirm receive of the equipment with a Delivery confirmation protocol, signed by both parties (Annex 1 to this agreement).
3. The Seller provides a guarantee for months from the day of issuing the invoice for the delivered equipment.



§ 3. Payment rules

1. The Buyer shall pay the Seller for the performance of the Agreement:
net price:**PLN/EUR/USD**
VAT:**PLN/EUR/USD**
gross price:**PLN/EUR/USD**
2. The Seller will issue a VAT invoice, which is to be paid by the Buyer to the account indicated on the invoice within **days** from the date of its issue.

§ 4. Final Provisions

1. All disputes arising from this agreement shall be resolved by the General Court competent for the Buyer.
2. In matters not governed by this agreement, the relevant provisions of the Civil Code shall apply.
3. Any changes to this agreement shall be made in writing under pain of nullity.
4. The agreement was drawn up in two identical copies, one for the Ordering Party and one for the Seller.

The Buyer:

The Seller:



Annex 1

DELIVERY AND ACCEPTANCE PROTOCOL

1. Name of the equipment / service provided:	
2. Supplier	
3. Delivery method	
4. Date of receipt:	
5. Place of receipt:	
6. Deficiencies found:	
7. Description of the condition of the equipment:	
8. Proof of purchase:	
9. Comments:	

Delivering party

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Receiving party

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Annex 2

A declaration of links absence related to Request for Proposal No A/01/07/2021 for:

Ozone concentration analyser

As part of research and development project no. POIR.01.01.01-00-2606/20-00, entitled: „ Innovative technology allowing for precise ozone therapy supporting existing COVID-19 treatment protocols”, for the implementation of which Metrum Cryoflex Limited Liability Company, Limited Partnership Company received funding as part of Smart Growth Operational Programme 2014-2020, Action 1.1 "R & D projects of enterprises", Sub-action 1.1.1 "Industrial research and development carried out by enterprises".

Hereby I declare that represented by me entity

.....
(full Contractor name)

is not linked personally or financially with the Ordering Party.

Personal or financial links mean the interrelationship between the Ordering Party or 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 conduct of the selection proceedings of the Contractor and the Contractor, consisting in particular of:

- 1) participating in the company as a partner in a civil company or partnership;
- 2) owning at least 10% of shares or stocks;
- 3) performing the function of a member of the supervisory or management body, a proxy , a plenipotentiary;
- 4) being married, related in consanguinity or affinity in a straight line (parents, children, grandchildren, parents-in-law, son-in-law, daughter-in-law), related collaterally in consanguinity or affinity to second degree (siblings, relatives, spouse) or being related by adoption, care or guardianship.

.....
Signature of the person authorized to represent the Contractor

