

Warsaw, 29 June 2022

PRICE INQUIRY NO. 6

In connection with the project: “Development of a universal fast-response platform, based on RNA technology, ensuring the national drug and epidemiological safety”, funded from the state budget by the Medical Research Agency, WZF Polfa S.A. is inviting bids for the purchase and delivery of chromatography columns.

I. NAME AND ADDRESS OF THE BUYER

Warszawskie Zakłady Farmaceutyczne Polfa Spółka Akcyjna

ul. Karolkowa 22/24

01-207 Warszawa

II. PRICE INQUIRY PROCEDURE

1. This price inquiry is not subject to the provisions of the Public Procurement Law of 11 September 2019 (consolidated text: Journal of Laws of 2019, item 2019).
2. The procedure is being conducted as an intentional and cost-efficient market assessment study while respecting the following rules:
 - 1) to achieve the best possible outcomes using the allocated resources;
 - 2) to choose the best possible means and methods to meet the pre-defined objectives;
 - 3) to ensure transparency, fair competition and equal treatment of contractors.

III. SUBJECT OF THE PRICE INQUIRY

- 3.1. The subject of the request is the purchase and delivery of the following chromatography columns*:
 - 3.1.1. Part 1: Phenomenex 00D-4791-AN Biozen Oligo 100x2.1mm 1.7um + precolumns AJO-9820 + holder AJO-9000 – 1 item,
 - 3.1.2. Part 2: Waters 186009485 ACQUITY UPLC Oligonucleotide BEH C18 Premier Column, 130A, 1.7um, 2.1mm x 100mm - 1 item,
 - 3.1.3. Part 3: Agilent 655750-702 Advance Bio Oligonucleotide 2.7um, 2.1mm x 100mm + precolumn 821725-921 - 1 item.

* To ensure the continuity of the research the materials listed here are exactly the same materials which have already been tested in a laboratory for their usefulness in the project.

IV. DELIVERY SITE AND DATE

- 4.1. The subject of the price inquiry must be delivered at the Seller’s cost to the Buyer’s registered office at: Warszawskie Zakłady Farmaceutyczne Polfa Spółka Akcyjna, ul. Barska 31, 01-207 Warszawa.
- 4.2. The delivery period: up to 30 days from the date of placing an order.
- 4.3. The subject of the price inquiry must be delivered at the Contractor’s cost to the Contracting Body’s registered office.
- 4.4. As the delivery period for the subject of the price inquiry is a criterion for the selection of the best bid, the completion of the order will take place as stated in the bid, but not later than within 30 days from the date of placing an order.

V. GENERAL REQUIREMENTS

- 5.1. The Buyer does not accept equivalent products.
- 5.2. The Buyer accepts bids for parts of the order. Individual parts of the order (3) are listed under items 3.1.1-3.1.3.

VI. METHOD OF PRICE CALCULATION

- 6.1. Bid price calculation: the price should be calculated as a net and gross amount.
- 6.2. Bids with the price given in a currency other than PLN will be converted to PLN at the average exchange rate of the National Bank of Poland on the closing date of the bid submission period.
- 6.3. The price should include all the costs related to preparation and performance of the subject of the request.
- 6.4. The price given in the bid cannot change during the performance of the contract.

VII. BID SELECTION CRITERIA

- 7.1. The following criteria will be used by the Buyer for the assessment of bids:
 - Price – 80%
 - Time of delivery – 20%
- 7.2. The criteria apply to both partial bids and the bids for all the parts of the contract. The evaluation and scoring of bids will be done individually for each part of the bid, both for partial bids and bids including all parts of the contract.
- 7.3. The quotation score will be calculated according to the following formula:

$$O_P = P_C + P_S$$

where:

- O_P - quotation score
- P_C - score for the “Price” criterion
- P_S - score for the “Time of delivery” criterion

- 7.4. The score (P_C) for the “Price” criterion will be calculated as follows:

$$P_C = \frac{C_N}{C_B} * 80 \text{ points}$$

where:

- P_C - score for the “Price” criterion
- C_N - the lowest total net price out of non-rejected bids
- C_B - total net price of the bid under assessment

Bids with the price given in a currency other than PLN will be converted to PLN at the average exchange rate of the National Bank of Poland on the closing date of the bid submission period.

- 7.5. The score (P_C) for the “Time of delivery” criterion will be calculated as follows:

$$P_C = \frac{C_N}{C_B} * 20 \text{ points}$$

where:

- P_C - score for the “Time of delivery” criterion
- C_N - the shortest delivery time out of non-rejected bids
- C_B - time of delivery for the bid under assessment

The time of delivery is understood as the time (in calendar days) from the day when the Buyer received a confirmation from the Seller that the order has been accepted for completion to the day when the order is completed.

- 7.6. The bid with the highest score out of all non-rejected bids will be considered the best bid. The maximum score that can be awarded to the Seller is 100 points. Results will be calculated to two decimal places.

VIII. PLACE AND DEADLINE FOR THE SUBMISSION AND OPENING OF BIDS

- 8.1. The final deadline for submitting bids is 8 July 2022 by 11:59 p.m.
 - in electronic format (scans of documents) to the following email address: pawel.brzezinski@polpharma.com.
- 8.2. The deadline will be considered to have been met based on the date and time the bid was received by the Buyer.
- 8.3. No bids submitted past the submission deadline will be considered.
- 8.4. The Buyer is not planning to hold a public opening of the bids.

IX. PREPARATION OF BIDS

- 9.1. The Seller should draw up one bid using the bid form attached as Appendix 1 hereto. If more than one bid is submitted for one part of the bid, all bids submitted by the Seller will be rejected.
- 9.2. The bid must be submitted in Polish; documents prepared in a foreign language must be submitted with a translation into the Polish language.
- 9.3. The Bidders are required to carefully read the information included in the price inquiry.

X. COMMUNICATIONS BETWEEN THE BUYER AND THE SELLERS, PERSONS AUTHORIZED FOR CONTACT

- 10.1. During the procedure the Buyer and the Seller submit all declarations, requests, notices and information in Polish.
- 10.2. The receipt of any notices, declarations, requests and information submitted electronically must be immediately confirmed at the request of each of the Parties.
- 10.3. If the Seller has not confirmed the receipt of the correspondence, the Buyer will assume that the correspondence sent by the Buyer to the e-mail address provided by the Seller has been delivered in a way that enables the Seller to read it.
- 10.4. Any correspondence related to this price inquiry should be sent to the e-mail address: pawel.brzezinski@polpharma.com.

- 10.5. In any correspondence related to this request the Seller should use the procedure number: PRICE INQUIRY No. 6
- 10.6. A person authorized for contacts with the Seller is Paweł Brzeziński.
- 10.7. The Buyer will not provide any information, clarifications or replies to any queries submitted to the Buyer orally or by phone.
- 10.8. Any questions about this price inquiry should be sent by e-mail to the address provided above, not later than 3 business days before the closing date of the bid submission period.
- 10.9. Replies to the answers and adding more detailed information following from questions from prospective Sellers will be sent to the entity requesting that information.

XI. BID EVALUATION PROCEDURE AND PUBLICATION OF RESULTS

- 11.1. During the examination and evaluation of the submitted bids the Buyer may request the Seller to provide additional information (if it does not infringe competition) and clarifications related to the submitted bids. The Buyer may also ask the Sellers to correct evident mistakes and calculation errors.
- 11.2. The Buyer reserves the right to verify, during the procedure, the documents, declarations, lists, data and information provided by the Sellers.
- 11.3. If two or more Sellers have the same score, the bid which is best in terms of the environmental and climate impact will be selected. To this end the Buyer has a right to request the Bidders with the highest final score to supplement the bid with more information requested by the Buyer with respect to the environmental impact of the subject of the contract.

XII. AMENDMENTS TO THE CONTRACT

- 12.1. The Buyer reserves the right to make material amendments to the concluded Contract in relation to the bid on the basis of which the Seller was selected to the following extent and in the following situations:
 - 12.1.1. changes to the European Union or national law that affect the performance of the Contract (in particular changes of the VAT rate);
 - 12.1.2. improving technical standards of the subject of the contract resulting from new solutions brought about by technological progress, without any impact on the gross flat rate;
 - 12.1.3. extending the deadline for the performance of the Contract due to additional work which must be completed for the proper performance of the Contract and which the Seller, acting with due diligence, could not have foreseen earlier, subject to subsection 12.1.6 below;
 - 12.1.4. extending the deadline for the performance of the Contract due to force majeure, with all the consequences of such extension;
 - 12.1.5. changing the parameters of the subject of the Contract which does not lead to a change in the nature of the Contract – technological changes, in particular: the need to perform the Contract using technical/technological or material-related solutions other than as specified in the price inquiry if the application of the planned solutions could lead to a failure to perform or to improper performance of the Contract, subject to subsection 12.1.7. below;
 - 12.1.6. the changes relate to additional supplies or services from the Seller which are not covered by the Contract, as long as they are necessary and all of the following conditions are met:
 - the Seller cannot be replaced due to economic or technical reasons, in particular relating to the interchangeability or interoperability of equipment, services or systems contracted under the original Contract,
 - the replacement of the Seller would cause significant inconvenience or a material increase in costs for the Buyer,

- each subsequent change does not exceed 50% of the original Contract net amount;
- 12.1.7. the change does not lead to a change in the nature of the Contract and all of the following conditions are met:
 - the Contract needs to be changed due to circumstances which could not have been foreseen by the Buyer while acting with due diligence,
 - the change does not exceed 50% of the original Contract net amount;
- 12.1.8. The Seller may be replaced with a new contractor:
 - as a result of merger, division, transformation, bankruptcy, restructuring or purchase of the Seller or its enterprise as long as the new contractor meets the conditions for participation in the procedure, there are no grounds for its exclusion and the change does not result in other material amendments to the Contract,
 - as a result of the Buyer taking over the Seller's obligations towards its subcontractors;
- 12.1.9. a change of the Contract does not cause a change in the nature of the Contract.
- 12.2. The Buyer also allows for making non-material amendments to the concluded Contract in relation to the bid on the basis of which the Seller was selected.
- 12.3. Amendments to the Contract will be made in the form of an annex signed by both parties and they are subject to the Buyer's approval.

XIII. ADDITIONAL INFORMATION

- 13.1. Any costs and expenses incurred in connection with the preparation and submission of bids are to be paid by the respective Seller.
- 13.2. The submitted bids will remain valid and binding for 30 days from the final date of the time limit for submitting bids.
- 13.3. Following the procedure the Buyer may conclude the Contract for the performance of the subject of the contract with the Seller whose bid is considered to be the best. The selection of the best bid does not mean that the Buyer is obliged to conclude the Contract with the Contractor.
- 13.4. The Buyer reserves the right to place with the Seller additional orders, not covered by the original request, up to 50% of the value of the original request, necessary for the proper performance of the order and resulting among others from the following:
 - due to technical or organizational reasons the separation of the additional order from the original price inquiry would incur excessively large costs,
 - the performance of the subject of the original request depends on the performance of the additional order.
- 13.5. The Buyer reserves the right to place with the Seller a supplementary order (consistent with the description of the subject of the original order) up to 50% of the value of the subject of the original order specified in the contract concluded with the Seller.
- 13.6. The Buyer reserves:
 - the right not to choose any of the submitted bids;
 - the right to cancel the Tender Procedure at any time, without giving the reason or without prior notification of the Bidders;
 - the right to change or supplement the documents making up the price inquiry, in which case such documents will become an integral part of the request;
 - the right to extend the bid submission deadline;and the Bidders have no claims against the Buyer with respect to the above rights.

13.7. PERSONAL DATA PROTECTION

On the moment of bid submission the Buyer will become the controller of the personal data included in the bid within the meaning of Article 4(7) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (“GDPR”). The Buyer will process the data to evaluate the bids, conclude a contract with the selected contractor and for the performance of the concluded contract, i.e. under Article 6(1)(b) GDPR.

The Buyer will transfer the personal data in the submitted bids, under relevant laws, to bodies and institutions authorized to check projects co-funded by the Medical Research Agency. The information on data processing by competent institutions is available at: <https://abm.gov.pl/pl/wolnytekst/198,Polityka-dotyczaca-cookies.html>

The Buyer will process the personal data for the period prescribed in relevant laws for the Buyer to retain the whole documentation related to a project co-funded by the Medical Research Agency.

XIV. LIST OF APPENDICES

The following appendices are attached to this price inquiry:

Appendix number	Appendix name
Appendix 1	Bid form
Appendix 2	Sample statement on not having personal or capital ties with the Buyer



BID FORM

Bidder:

Name/Business name	
Registered office/place of residence/address of the principal place of business	
E-mail address for the Buyer to send correspondence related to the price inquiry	
NIP [Taxpayer ID Number]	
REGON [Business ID Number]	
Phone	
Contact person for the Buyer	

We offer to complete an order **for the purchase and delivery of chromatography columns**
as per the requirements of the price inquiry for **the price:**

Parts of the order	Subject of price inquiry	Unit	Quantity	Net price per unit	Total net value PLN / EUR*	Time of completion
1						
2						
3						



We also declare as follows:

- a. We have read the price inquiry and appendices thereto, we raise no objections and we have obtained the information necessary to prepare our bid.
- b. Our bid price includes a lump sum remuneration that covers all the obligations of the Seller as necessary to complete the order under the price inquiry.
- c. Our bid will remain valid and binding for 30 days from the final date of the time limit for submitting bids.

.....
(place and date)

.....
(signature(s) of person(s) authorized to submit
statements of intent on behalf of the Bidder)



.....
(Seller's stamp)

Buyer:

Warszawskie Zakłady Farmaceutyczne Polfa Spółka Akcyjna

ul. Karolkowa 22/24

01-207 Warszawa

STATEMENT

I represent that at the time of submitting a bid for **the purchase and delivery** of chromatography columns funded from the state budget by the Medical Research Agency, **I do not have any capital or personal ties with the Buyer:** WZF Polfa Spółka Akcyjna.

Capital or personal ties are understood to mean mutual ties between the Buyer or persons authorized to contract obligations on behalf of the Buyer, or persons performing, on behalf of the Buyer, actions involved in the preparation and conduct of the Bidder selection procedure, consisting, in particular, in:

- a) participation in a partnership in the capacity of a partner in a civil law partnership or other partnership;
- b) holding at least 10% of stocks or shares;
- c) holding the function of a member of a supervisory or management body, a commercial representative or an attorney;
- d) being married to or having lineal consanguinity or direct affinity, collateral consanguinity or affinity to the second degree to, or being adopted by, or being under the guard or custody of such persons.

.....
(place and date)

.....
(signature of persons(s) authorized
to make declarations of intent
on behalf of the Seller)