

Warsaw, 30 June 2022

## PRICE INQUIRY NO. 7

In connection with the implementation of the project titled “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, WZA Polfa Warszawa S.A., you are kindly requested to submit a quotation **for the purchase and delivery of chemical reagents**.

### I. NAME AND ADDRESS OF THE BUYER

Warszawskie Zakłady Farmaceutyczne Polfa Spółka Akcyjna

ul. Karolkowa 22/24

01-207 Warszawa

### II. QUOTATION 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) achieving the best possible outcomes using the available measures;
  - 2) choosing the best possible means and methods to meet the pre-defined objectives;
  - 3) ensuring transparency, fair competition and equal treatment of contractors.

### III. DESCRIPTION OF THE SUBJECT OF THE PRICE INQUIRY

- 3.1. The subject of the price inquiry is the purchase and delivery of the following reagents:
  - 3.1.1. Part 1: Acetonitrile, chemical reagent for LC-MS. Packaging: amber glass bottle, 2.5 L – 4 pieces,
  - 3.1.2. Part 2: Methanol, gradient chemical reagent for LC-MS. Packaging: amber glass bottle, 2.5 L – 4 pieces,
  - 3.1.3. Part 3: 1,1,1,3,3,3-Hexafluoro-2-propanol, CAS 920-66-1, chemical reagent for LC-MS. 50 ml packaging.
  - 3.1.4. Part 4: Triethylamine, CAS 121-44-8, chemical reagent for LC-MS. 100 ml packaging – 1 piece,
  - 3.1.5. Part 5: Hexylamine CAS 111-26-2, 99% reagent. 100 ml packaging – 1 piece,
  - 3.1.6. Part 6: N,N-Dimethylcyclohexylamine CAS 98-94-2, 99% reagents. 25ml packaging – 1 piece,
  - 3.1.7. Part 7: N,N-Diisopropylethylamine CAS 7087-68-5, 99.5% reagents. 100 ml packaging – 1 piece,
  - 3.1.8. Part 8: water for LC-MS, 2.5L packaging – 1 piece

### IV. CONTRACT DELIVERY SITE AND DATE

- 4.1. The subject of the quotation must be delivered at the Seller’s expense to the Buyer’s offices at: Warszawskie Zakłady Farmaceutyczne Polfa Spółka Akcyjna, ul. Barska 31, 01-207 Warszawa.

- 4.2. The delivery period for the subject of the quotation: up to 60 days from the date when the order is submitted.
- 4.3. The subject of the quotation must be delivered at the Contractor's expense to the Ordering Party's seat.
- 4.4. Since the date of delivery of the subject of the price inquiry is a criterion for their evaluation, the order will be delivered as per the submitted quotation, but not later than within 60 days from the date when the order is submitted.

## V. GENERAL REQUIREMENTS

- 5.1. The Buyer accepts equivalent products.
- 5.2. The Buyer accepts other package sizes.
- 5.3. The Seller will supply quality certificates and material safety data sheets.
- 5.4. Shelf life of the products listed in items 3.1.1-3.1.8: not shorter than 80% of the product's overall shelf life.
- 5.5. The Buyer accepts the submission of partial quotations. Individual parts of the order (8 parts) have been listed in items 3.1.1-3.1.8.

## VI. METHOD OF PRICE CALCULATION

- 6.1. Quotation price calculation: the price should be calculated as a net and a gross amount.
- 6.2. Quotation offering prices in currencies other than PLN will be converted to PLN using the exchange rate published by the National Bank of Poland (NBP) as at the final date for submitting quotations.
- 6.3. The price should include all the costs related to the preparation and performance of the subject of the quotation.
- 6.4. The price given in the quotation cannot change during contract performance.

## VII. CONTRACT AWARD CRITERIA

- 7.1. The quotations will be evaluated based on the following criteria:
  - Price – 80%
  - Date of delivery – 20%
- 7.2. The contract award criteria apply both to partial quotations and quotations including all parts of the subject of the quotation. The evaluation will be performed and scores will be awarded for each part of the subject of the contract separately, regardless of whether the quotation includes all or only some parts of the subject of the quotation.
- 7.3. The quotation score will be calculated according to the following formula:

$$O_P = P_C + P_S$$

where:

- $O_P$  - the quotation score
- $P_C$  - score for the criterion 'price'
- $P_S$  - score for the criterion 'time of delivery'

- 7.4. The score ( $P_C$ ) for the criterion 'price' will be calculated as follows:

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

where:

- $P_C$  - score for the criterion 'price'
- $C_N$  - the lowest total net price based on non-rejected bids
- $C_B$  - total net price of the bid under assessment

Quotation offering prices in currencies other than PLN will be converted to PLN using the exchange rate published by the National Bank of Poland (NBP) as at the final date for submitting quotations.

**7.5.** The score ( $P_S$ ) for the criterion 'time of delivery' will be calculated as follows:

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

where:

- $P_C$  - score for the criterion 'time of delivery'
- $C_N$  - the shortest time of delivery from among non-rejected quotations
- $C_B$  - time of delivery of the evaluated quotation

The Buyer understands the date of delivery as time calculated in calendar days from the time when the Buyer receives a confirmation of acceptance of the order for delivery by the Seller.

**7.6.** The quotation with the highest score out of all the non-rejected quotations will be considered the best bid. The maximum score that can be awarded is 100 points. Calculations will be made to two decimal places.

## VIII. PLACE AND DATES FOR SUBMITTING AND OPENING QUOTATIONS

- 8.1.** The final deadline for submitting quotations is 11 July 2022 by 23:59 p.m.
  - quotations can be sent in electronic format as scanned documents to the following address: [pawel.brzezinski@polpharma.com](mailto:pawel.brzezinski@polpharma.com).
- 8.2.** The date and the time when the quotation is received by the Buyer determines whether the delivery date has been complied with.
- 8.3.** No quotations submitted past the submission deadline will be taken into consideration.
- 8.4.** The Buyer is not planning to hold a public opening of the quotations.

## IX. PREPARATION OF QUOTATIONS

- 9.1.** The Seller should draw up one quotation using the template attached as Appendix 1 hereto. Submitting more than one quotation for a particular part will result in all quotations submitted by the Seller being rejected.
- 9.2.** The quotations should be prepared in the Polish language, while any documents prepared in a foreign language must be submitted with a translation into the Polish language.
- 9.3.** Bidders are required to carefully read the information contained in the Price Inquiry.

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

- 10.1. During the tender procedure the Buyer and the Sellers 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 about this price inquiry should be sent to: [pawel.brzezinski@polpharma.com](mailto:pawel.brzezinski@polpharma.com).
- 10.5. In any correspondence related to this price inquiry, the Contractors should use the tender number: Price inquiry no. 7
- 10.6. Mr. Paweł Brzeziński is the person authorised to communicate with the Seller.
- 10.7. No information, clarifications or replies to any queries submitted to the Buyer will be provided 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 days before the deadline for the submission of quotations.
- 10.9. Replies to the answers and adding more detailed information to the Price inquiry 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 quotations, the Buyer may request the Sellers to provide additional information (if it does not infringe competition) and clarifications related to the submitted quotations. 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 quotation which is best in terms of the environmental and climate impact will be selected. For the purpose, the Buyer has a right to request the Sellers with the highest final score to supplement the quotation with more information requested by the Buyer with respect to the environmental impact of the subject of the quotation.

## **XII. AMENDMENTS TO THE CONTRACT**

- 12.1. The Buyer reserves the right to make material amendments to the concluded contract in relation to the quotation 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 Buyer, 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. 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 changed due to economic or technical reasons, in particular relating to the interchangeability or interoperability of the equipment, services or installation ordered in connection with the original subject of the Contract,
    - the change of the Seller would cause significant inconvenience or a considerable increase of costs for the Buyer,
    - the value of each subsequent change does not exceed 50% of the value of the original subject of the 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 must be changed due to the circumstances which the Buyer, acting with due diligence, could not have foreseen,
    - the value of the change does not exceed 50% of the value of the original subject matter of the 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 participating in the tender procedure, there are no grounds for exclusion and the change does not entail other material changes to the Contract,
    - as a result of the Buyer taking over the Seller's obligations towards his subcontractors.
  - 12.1.9. No amendment of the Contract will result in changes to its nature.
- 12.2.** The Buyer also allows for making non-material amendments to the concluded Contract in relation to the quotation 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 quotations are to be paid by the respective Sellers.
- 13.2.** Submitted quotations will remain valid and binding for 30 days from the final date for submitting quotations.
- 13.3.** Following the procedure the Buyer may conclude the Contract for the performance of the subject of the quotation with the Seller whose quotation is considered to be the best. The selection of the best quotation does not mean that the Buyer is obliged to conclude a Contract with the Contractor.
- 13.4.** The Buyer reserves the right to place with the Seller additional orders, not covered by the subject of the original Price inquiry, up to 50% of the value of the subject of the original Price inquiry, necessary for the proper performance of the task and resulting among others from the following circumstances:

- due to technical or organizational reasons the separation of the additional order from the subject of the original Price inquiry would incur excessively large costs,
- the performance of the subject of the original Price inquiry 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 makes the reservation that it has:

- - the right not to choose any of the submitted Quotations;
- - the right to cancel the Tender Procedure at any time, without giving a 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 quotations submission deadline;

and the Bidders have no claims against the Buyer with respect to the above rights.

**13.7. PERSONAL DATA PROTECTION.**

As far as personal data contained in quotations are concerned, the Buyer – as soon as quotation is submitted – will become the Data Controller as defined under 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 for the purposes of quotation assessment, concluding agreement with the awarded contractor and implementing the concluded agreement, i.e. under Article 6 (1) (b) of the GDPR.

The Buyer will transfer the personal data contained in the submitted quotations, under relevant regulations, to authorized bodies and institutions entitled to audit projects co-financed from the funds of the Medical Research Agency. For more information on the processing of personal data by competent institutions, visit <https://abm.gov.pl/pl/wolnytekst/198,Polityka-dotyczaca-cookies.html>

The Buyer will process the personal data throughout the period during which it is required, under relevant regulations, to store the whole documentation related to projects co-financed from the funds of the Medical Research Agency.

#### **XIV. LIST OF APPENDICES**

The following appendices are attached to this RFQ:

<b>Appendix number</b>	<b>Appendix title</b>
Appendix 1	Quotation form
Appendix 2	Model declaration on not having personal or capital ties with the Buyer



## QUOTATION FORM

**Bidder:**

<b>Name / Company</b>	
<b>Registered office/home address/address of the principal place of business</b>	
<b>E-mail address for the Buyer to send information related to the Price inquiry</b>	
<b>NIP [Taxpayer ID Number]</b>	
<b>REGON [Business ID Number]</b>	
<b>Phone number</b>	
<b>Contact person for the Buyer</b>	

We offer the delivery of the order for the *purchase and delivery of reagents*.  
.....  
in accordance with the terms of the Price inquiry **for the following price:**

Part of the order	Subject of the Price inquiry	Units	Quantity	Net price per unit	Total net value PLN / EUR*	Lead time
1						
2						
3						
4						
5						
6						
7						
8						

**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 quotation.
- b.** Our quotation includes a lump sum that covers for all the obligations of the future Seller as necessary to deliver the contract referred to hereunder.
- c.** Our quotation will remain valid and binding for 30 days from the final date of the time limit for submissions.

.....  
(place and date)

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





.....  
(Seller's stamp)

**Buyer:**

Warszawskie Zakłady Farmaceutyczne Polfa Spółka Akcyjna

ul. Karolkowa 22/24

01-207 Warszawa

**DECLARATION**

I declare that when submitting a quotation for the **purchase and delivery** of reagents funded by the state budget from the Medical Research Agency, **I have no capital or personal ties with the Buyer**, i.e.: WZF Polfa Spółka Akcyjna.

Capital or personal ties mean mutual ties between the Bidder and the Buyer or persons authorized to contract obligations on behalf of the Buyer, or persons performing on behalf of the Buyer any actions involved in the preparation and performance of the Seller selection procedure, including in particular:

- a) participation in the company in the capacity of a partner in a civil law company or partnership;
- b) holding of 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, under the guard or custody of the beneficiary or of such persons.

.....  
(place and date)

.....  
(signature of the person(s)  
authorised to make a declaration  
of will for the Seller)