

Warsaw, 26.03.2024

PRICE INQUIRY NO. NUSI/64/PR52951/2024

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, Zakłady Farmaceutyczne Polpharma S.A., you are kindly requested to submit a bid **for the purchase and delivery of the oligonucleotide analytical standards**.

I. NAME AND ADDRESS OF THE BUYER

Zakłady Farmaceutyczne Polpharma S.A.

ul. Pelplińska 19, 83-200 Starogard Gdański, Polska

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) 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 **purchase and delivery of the oligonucleotide analytical standards**:

3.1.1 Part 1 Standards for the active substance Nusinersen

3.1.2 Part 2 Standards to the starting material 5-Me-DMT-2'-O-MOE-C(Bz)-CE-Phosphoramidite

3.1.3 Part 3 Standards to the starting material DMT-2'-O-MOE-G(iBu)-CE-Phosphoramidite

3.1.4 Part 4 Standards to the starting material DMT-2'-O-MOE-T-CE-Phosphoramidite

3.1.5 Part 5 Standards to the starting material DMT-2'-O-MOE-A(Bz)-CE-Phosphoramidite

- 3.2. Scope of Price Inquiry – according to Attachment 1 to Price Inquiry

- 3.3. CPV code: 24950000-8 specialized chemical products

IV. PRICE INQUIRY DELIVERY SITE AND DATE

- 4.1. The subject of the Price Inquiry must be delivered to the Buyer's offices at: Zakłady Farmaceutyczne Polpharma S.A. Pelplińska str. 19, 83-200 Starogard Gdanski, Poland
- 4.2. Transport in conditions compliant with the requirements specified by the manufacturer of the substance.
- 4.3. **Delivery time for the subject of the price inquiry - maximum May 31, 2024**, in accordance with Attachment 1 to the inquiry. Offers with the possibility of delivery later than May 31, 2024 will be rejected.

- 4.4. Due to the fact that the time of delivery of the subject of the price inquiry is the criterion for evaluating offers, the realization will take place in accordance with the submitted offer, but not later than indicated in Attachment 1
- 4.5. **Planned date of signing the contract/purchase order: April / May 2024.**

V. GENERAL REQUIREMENTS

- 5.1. Buyer allows the submission of partial offers.
- 5.2. The Buyer does not allow quantities other than those indicated in the specification
- 5.3. The Seller will provide **sample CoA certificates confirming the requirements contained in the specification along with the offer.**
Together with the delivery, the supplier will provide certificates for the ordered products.

VI. METHOD OF PRICE CALCULATION

- 6.1. Bid price calculation: the price should be calculated as a net 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 (<https://www.nbp.pl/>) on the end date of the time limit for the submission of bids.
- 6.3. **The price should include all the costs** related to the preparation and performance of the subject of the Price Inquiry- cost of transport, insurance, others.
- 6.4. The price given in the bid cannot change during contract performance.

VII. CONTRACT AWARD CRITERIA

- 7.1. The bids will be evaluated based on the following criteria:
- Price – 80%,
 - Time of delivery – 20%,
- 7.2. The evaluation criteria apply both to partial bids and bids covering all parts of the subject of the order. The evaluation will be performed and scores will be awarded for each part of the subject of the order separately, regardless of whether the bid covers all or only some parts of the subject of the order.
- 7.3. The scoring of the bid will be calculated according to the following formula:

$$O_P = P_C + P_S$$

where:

O_P	- the bid 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 evaluation

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 as at the final date for the submission of bids.

7.5. The score (P_5) for the criterion 'time of delivery' will be calculated as follows:

- time delivery by 10.05.2024 – 20 points
- time delivery by 20.05.2024 – 10 points
- time delivery by 31.05.2024 - 5 points

The bid will be rejected if the time of delivery of the subject of the price inquiry is beyond 31.05.2024.

7.6. The bid with the highest score out of all the non-rejected bids 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 BIDS

8.1. The final **deadline for submitting bids is 09.04.2024r.**

- bids can be sent in electronic format as scanned documents or electronically signed documents to the following address: barbara.wendolowska@polpharma.com

8.2. The date and the time when the bid is received by the Buyer determines whether the submission deadline has been complied with.

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.

8.5. Bids may be modified or withdrawn prior to the end of the time limit for the submission of bids.

IX. PREPARATION OF BIDS

9.1. The Seller must draw up a single price bid using the form attached as Appendix 2 hereto. Submitting more than one bid for a particular part will result in all bids submitted by the Seller being rejected for that part.

9.2. Bid must be prepared in the Polish or English language version,

9.3. Bidders are required to carefully read the information contained in the Price Inquiry.

9.4. Any costs and expenses incurred in connection with the preparation and submission of bids are to be paid by the respective Bidders.

9.5. Until the end of the time limit for the submission of bids, the Customer reserves the right to amend or add new information to this Price Inquiry.

9.6. The submitted bids will remain valid and binding for 60 calendar days from the end date of the time limit for the submission of bids.

X. COMMUNICATIONS BETWEEN THE BUYER AND SELLERS, PERSONS AUTHORISED 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 e-mail: Barbara.wendolowska@polpharma.com
- 10.5.** In any correspondence related to this Price Inquiry, the Seller should use the procedure number: Price Inquiry No. **NUSI/64/PR52951/2024**
- 10.6.** Barbara Wendolowska 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 end of the time limit for the submission of bids.
- 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 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 Seller to correct evident mistakes and calculation errors.
- 11.2.** The Buyer reserves the right to verify, during the bid evaluation, the documents, statements, 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. For this purpose, the Buyer has the right to request the Sellers 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 bid.
- 11.4.** The Procuring Entity reserves the right to cancel the procedure without giving any reason. In the event of cancellation of the procurement proceedings, suppliers shall not be entitled to claim reimbursement of the costs of participation in the proceedings.
- 11.5.** The Procuring Entity reserves the right to negotiate with the selected bidder who obtained the highest number of points during the examination of the bids. The conducted negotiations shall not change the result of the procedure.

XII. ADDITIONAL INFORMATION

- 12.1.** The bidder bears all costs related to the preparation and submission of the bid.
- 12.2.** Until the deadline for submission of bids, the Buyer reserves the right to change or add the content of this price inquiry.

XIII. AMENDMENT TO THE CONTENT OF THE AGREEMENT

13.1 The Contracting Authority reserves the right to make significant changes to the provisions of the Agreement for the offered services in relation to the contents of the offer on the basis of which the Contractor was selected, in the following scope and situations:

- 13.1.1.** changes in the provisions of law, in the scope affecting the execution of the Agreement (in particular, changes in VAT rates);

13.1.2. improvement of the technical parameters of the subject of the Agreement, resulting from the update of solutions due to technological progress, without affecting the gross lump sum price.

13.1.3. extension of the term of execution of the Agreement as a result of the need to perform additional work, the performance of which is necessary for the proper execution of the Agreement, and the performance of which the Employer, acting with due diligence, could not have predicted earlier, subject to section 13.1.6 below;

13.1.4. extension of the deadline for execution of the Contract as a result of force majeure, together with all consequences occurring in connection with such extension;

13.1.5. changes in the parameters of the subject matter of the Agreement, not leading to changes in the nature of the Agreement - technological changes, in particular: the need to implement the Agreement using other technical/technological, material solutions than those indicated in the Request for Proposal, in a situation where the use of the provided solutions would threaten non-performance or faulty performance of the Agreement, subject to item 13.1.7. below;

13.1.6. changes relate to the performance of additional supplies or services of the Contractor, not covered by the Contract, provided that they have become necessary and the following conditions are jointly met:

- the change of the Contractor cannot be made for economic or technical reasons, in particular concerning interchangeability or interoperability of equipment, services or installations, ordered within the basic subject of the Contract,
- the change of the Contractor would cause a significant inconvenience or a significant increase in costs for the Ordering Party,
- the value of each subsequent change does not exceed 50% of the net value of the original net subject of the Contract;

13.1.7. the change does not lead to a change in the nature of the Contract and the following conditions have been met jointly:

- the need to change the Contract is caused by circumstances that the Contracting Authority, acting with due diligence, could not foresee,
- the value of the change does not exceed 50% of the value of the original net subject of the Contract;

13.1.8 The Contractor is to be replaced by a new contractor:

- as a result of merger, demerger, transformation, bankruptcy, restructuring or acquisition of the Contractor or its enterprise, provided that the new Contractor meets the conditions for participation in the procedure, there are no grounds for exclusion against it and it does not involve other significant changes to the Contract,
- as a result of taking over by the Ordering Party of the Contractor's obligations to its subcontractors.
- amendment to the contract does not lead to changes in its nature.

13.2 The Contracting Authority also provides for the possibility of making non-substantive changes to the provisions of the Contract in relation to the contents of the offer on the basis of which the Contractor was selected.

13.3 Amendments to the Contract shall be made in the form of annexes signed by both Parties, and the possibility of their introduction is subject to acceptance by the Contracting Authority.

XIV. LIST OF APPENDICES

The following appendices are attached to this Price Inquiry:

Appendix number	Appendix title
Attachement 1	List of products
Attachement 2	Bid Form